EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**
Request For Proposal 2015-097 Ambulance Transport Services

| | |
|---|---|
| ____ | Briefing |
| ____ | Proposed Action |
| x | Consent |
| ____ | Action |
| ____ | First Reading |
| ____ | Second Reading |
| ____ | Third Reading |
| ____ | Public Hearing |

| | |
|---|---|
| COUNCIL BILL # | |
| Originating Department | Finance/Purchasing |
| Contact Person | Clark Langstraat |
| Phone Number | 425-257-8901 |
| FOR AGENDA OF | February 24, 2016 |

Initialed by:
Department Head ____
CAA db
Council President ____

| **Location** | **Preceding Action** | **Attachments** | **Department(s) Approval** |
|---|---|---|---|
| Fire/EMS | Briefing December 2, 2015 | Draft RFP<br>Draft Contract | Fire, Purchasing |

| | | |
|---|---|---|
| Amount Budgeted | $158,167.04 | |
| Expenditure Required | $158,167.04 | Account Number(s): |
| Budget Remaining | -0- | |
| Additional Required | -0- | |

**DETAILED SUMMARY STATEMENT:**

The Fire Department's Emergency Medical Services (EMS) Division is seeking a single vendor to provide transport for Basic Life Support patients to area hospitals. This vendor will replace the rotation of several private ambulance companies currently providing transport services. The selected ambulance company will provide transport only after EMS has responded to the initial call.

This vendor will pay an administrative fee to offset the Fire Department's cost of administering the contract.

UPDATE: The attached documents incorporate input received from Council and Administration during and since the previous briefing. Included are changes to the RFP evaluation weighting and the incorporation of termination language into the RFP and contract.

**RECOMMENDATION** (Exact action requested of Council):

Authorize Request For Proposal 2015-097 for Ambulance Transport Services.

**CITY OF EVERETT**

**CONTRACT FOR**
**BASIC LIFE SUPPORT AMBULANCE SERVICES**

This Contract is made effective _____ (the "Effective Date"), and entered into by and between the City of Everett ("Everett" or "City"), a Washington municipal corporation; and _____ ("Contractor"), a _____ of the State of _____, and authorized to do business in the State of Washington.

| | |
|---|---|
| Contractor Business | |
| Name of Representative | |
| Contractor Address | |
| Contractor Phone | |
| Contractor Fax | |
| Contractor E-mail | |

WHEREAS, the purpose of this contract is to provide the City of Everett with Ambulance Services; and

WHEREAS, Contractor was selected as a result of a Request for Proposal process initiated _____20____;

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants, and performance of the scope of work contained herein, as attached and made a part hereof, Everett and Contractor mutually agree as follows:

Contractor shall provide city-wide ambulance transport services for Basic Life Support (BLS) patients that have been screened and medically evaluated by the Everett Fire Department (EFD) and transferred to the Contractor for transport to an appropriate medical facility. The EFD will remain the first responder for all 9-1-1 calls, will perform triage and interrogation of all patients and provide Advanced Life Support (ALS) treatment and transport.

**1.0 Definitions:**

"At Scene Time" means the point in time when the ambulance unit is physically stopped or staged at the correct scene. In situations where the unit has been directed to respond to a location other than the scene, e.g., staging areas for hazardous materials/violent crime incidents, or non-secured scenes, "at scene time" shall be the point in time the ambulance unit reports it has arrived at the designated staging location.

In instances when an ambulance unit fails to report when it has arrived "at scene," "at scene time" shall mean the point in time of the first communication or status transmission from a mobile data terminals verifiably transmitted from the scene by that ambulance unit.

"City" means the City of Everett, Washington.

"Contractor" means **[insert Contractor name]**.

"Critical care transport" or "CCT" means the inter-facility transport of a patient whose condition requires ALS services.

"EFD" means the Everett Fire Department

"Request Received" means the point in time when the incident address is confirmed by the Contractor's dispatcher.

"Response Time" means the time interval from the time when the Contractor's data records system electronically time stamps the call requesting service to the time an ambulance unit arrives at the scene of the incident.

"Unit Hours" means amount of time calculated in hours that a fully staffed and equipped apparatus is available for service.

## 2.0 Patient Care Performance

2.1 Standards: The Contractor shall continuously meet or exceed the patient care performance standards set forth in State law and the Snohomish County EMS Pre-Hospital Care Treatment Guidelines, Protocols and Procedures. Additionally the Contractor shall have its own medical direction and performance review programs.

2.2 Transport Protocols:

2.2.1 EFD will provide the rapid initial response to all requests for emergency medical assistance within the City. Except in limited circumstances, the Contractor shall not provide rapid initial response or ALS to medical emergencies within the City.

2.2.3 When the Contractor arrives at an incident scene in response to a EFD request, the Contractor's personnel shall report to the ranking EFD official or his or her designee in charge of the emergency who shall, when appropriate, designate the mode of transportation and the hospital to be utilized. Patients in a life-threatening or potentially life-threatening condition shall be transported to area hospitals as directed by EFD.

2.2.4 The Contractor shall immediately request an EFD response if the Contractor receives a request for assistance from a citizen for any medical

emergency.

2.2.5 Critical Care Transport (CCT) of patients. The Contractor will record and routinely review with EFD all direct requests from medical providers to transport critical but stable patients between medical facilities for the purpose of assessing which were subsequently picked up by EFD. The Contractor shall refer to EFD all requests for inter-hospital transportation involving critically ill, unstable patients.

2.2.6 In the event the Contractor's dispatcher determines an EFD rapid initial response is required, the call will be immediately patched back to EFD.

2.2.7 In the event the Contractor's unit arrives on-scene and determines that an ALS response is required, the Contractor shall immediately notify EFD.

2.2.8 Due to the nature of BLS transport within the City of Everett EMS system, all transports to area hospitals from the scene of an incident shall be non-priority (Non-Code - without lights and sirens) unless the patient's condition is actively deteriorating in which case, EFD dispatch should be immediately notified. If transport subsequently becomes priority (Code – with lights and sirens) the incident should be reported in the next monthly performance report for an exception from liquidated damages.

2.2.9 In the event that a BLS transport being handled by the Contractor becomes an emergency requiring the services of an ALS technician, the Contractor shall immediately request the services of EFD.

2.3 Patient Care Performance Standards Monitoring

The Contractor shall ensure its personnel complete documents related to responses and patient care, including, but not limited to: electronic Pre-hospital Care Reports (e-PCRs); Against Medical Advice (AMA) Summary Audits; and ambulance response failure/ unusual occurrence forms and other forms needed for providing such patient care. Such documents shall be made available to the City upon request. The City reserves the right to require the use of certain forms or to approve the content of any Contractor forms, if, in the City's judgment, the Contractor forms are not adequate to provide the information needed for quality patient care, The Contractor shall provide to EFD by the 10$^{th}$ day of each calendar month a report summarizing its patient care performance during the preceding month. The Contractor and EFD shall meet monthly to discuss matters of concern and to review adherence to patient care performance standards and transport protocols. The purpose of these meetings will be to maintain open and proactive communications, resolve problems, and to provide a forum to confer about patient care performance on the part of the Contractor or EFD.

2.3.1 ESO Solutions. Patient Care Reports (PCRs) shall be recorded electronically, referred to as an electronic Patient Care Report or ePCR. The required ePCR software is ESO Solutions. The Contractor will assure that each ambulance is equipped with ePCR capable recording equipment to maintain

patient care reports on Everett Fire patient transports. The Contractor is responsible to assure all Snohomish County ePCR requirements are met regarding standards of acceptable reporting and time limits for finalizing and submitting electronic reports. The Contractor will also assure that information can be electronically transmitted from the contractor's ePCR software to and from Everett Fire's ePCR software.

## 3.0 Response Time Performance

### 3.1 Requirements

In order to reliably track and report on response time performance, the Contractor is required to transmit response data to SNOPAC via direct electronic transfer facilitated by Mobile Data Terminal (MDT) or over the radio. Response data will include at a minimum: Time of dispatch; time in route; time of arrival at scene; time of arrival at patient; time of initiation of transport; time of transport complete and time in service. The Contractor shall meet or exceed the response time standards set forth in subsection 3.2 and 3.3. Response times shall be measured in minutes and seconds, and shall be timed-stamped by the SNOPAC computer aided dispatch (CAD) system. Liquidated damages for exceeding the response time standard will be assessed as provided in Section 11 (Finance).

Recognizing that operations are impacted by weather and other occurrences of nature as well as the state of regional and national disasters, EFD has established two operational levels with different standards for response time and/or liquidated damages. Regardless of operational level, Code will mean responses made with both lights and sirens in operation while Non-Code means without either lights or siren in operation.

### 3.2 Normal Operations

Normal Operations is defined as that time during which there is no extraordinary weather or heightened circumstances due to manmade threat or natural disasters either locally or nationally. Normal Operation needs no special declaration. It is the baseline which may be changed by EFD to Modified Operations.

3.2.1"Code" Response Performance Standard. The Contractor shall respond to ninety percent (90%) of all "Code" requests which have not been exempted from such time performance standards within 9:59 minutes. Liquidated damages for late arrival on scene will be assessed per minute for up to five minutes after which liquidated damages for a non-response will be assessed.

3.2.2 "Non-Code" Response Performance Standard – The Contractor shall respond to ninety percent (90%) of all "Non-Code" requests which have not been exempted from such time performance standards within 14:59 minutes. Liquidated damages for late arrival on scene will be assessed per minute for up to five minutes after which liquidated damages for a non-response will be assessed.

3.3 Modified Operations

Modified Operation includes times of severe weather, other natural conditions or circumstance that impede routine delivery of service that are beyond the control of the Contractor and are typically effecting the entire City. The Fire Chief shall determine when Modified Operations commence and when Modified Operations return to Normal Operations.

3.3.1 "Code" Response Performance Standard – The Contractor shall respond to ninety percent (90%) of all "Code" requests which have not been exempted from such time performance standards within 14:59 minutes. Liquidated damages for late arrival on scene will be assessed per minute for up to five minutes at which time the request is considered non-responsive and liquidated damages for a non-response will be assessed.

3.3.2 "Non-Code" Response Performance Standard. The Contractor shall respond to ninety percent (90%) of all "Non-Code" requests which have not been exempted from such time performance standards within 19:59. Liquidated damages for late arrival on scene will be assessed per minute for up to five minutes at which time the request is considered non-responsive and liquidated damages for a non-response will be assessed.

3.4 Natural or Man-made Disasters

During periods of time determined to be natural or man-made disasters as declared by the State of Washington all liquidated damages are waived until such time as Normal Operations can continue.

3.5 Performance Incentive

For any calendar month, EFD will waive liquidated damages for late arrivals that are not considered non-responsive, if the Contractor meets or exceeds the response time standards for ninety five percent (95%) of requests which have not been exempted from such time performance standards Citywide.

3.6 Response Time Performance Monitoring

Performance reports created by the Contractor are to be based on verifiable data from the SNOPAC CAD system. The Contractor shall provide to EFD by the 10$^{th}$ day of each calendar month a draft report detailing its response time performance citywide. Along with this report, the Contractor is to submit any requests for exemptions from the imposition of liquidated damages. The Contractor shall document each instance wherein

a response was in excess of the response performance standard and for which a liquidated damage exemption is being sought and shall detail the reasons for such an exemption request based on the guidelines for exemptions in Section 11 (Finance). EFD will respond to requests for exemption within five business days of receipt of the exemption request. The Contractor shall submit the final report or request further review of denied exemptions within 5 business days of receipt of the EFD response. Failure by the Contractor to meet submission dates will result in automatic waiver of exemption requests.

3.7 Quality Improvement Program

The Contractor shall take all steps necessary to eliminate causes of poor response time performance and upon request shall provide the City with a summary of such corrective actions. In addition to the Quality Improvement reviews described in Patient Care Performance (Section 2.3 above), the reporting in Response Time Performance (Section 3 above) and its program for Quality Improvement for Dispatch Communications (Section 5.3 below), the Contractor shall develop and maintain a Quality Improvement Program that includes, at a minimum:

3.7.1 Review of incident reports with EFD and other governmental agencies to evaluate Contractor's performance;

3.7.2 Establishment of a Quality Improvement peer review committee designed to review documentation and performance of pre-hospital care personnel;

3.7.3 Observation and evaluation of EMTs in the field, including patient assessment, diagnosis, protocol selection and compliance, and procedural competency.

3.8 Inquiries and Complaints

**The Contractor shall provide prompt written responses and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions. Contractor shall, on a monthly basis, submit to EFD a list of all complaints received and their respective dispositions. Copies of such complaints will be made available to the City upon request. Any complaint received by the City shall be forwarded to the Contractor for action and the Contractor shall forward the disposition of the complaint to the City within fifteen business days of receipt.**

## 4.0 Factors of Production

**All equipment, supplies, facilities, locally assigned personnel, and other production factors utilized by the Contractor in performing the services under the Contract resulting from this solicitation, whether furnished by the City or not, shall be devoted to the services under the Contract.**

## 4.1 Initial Coverage Plan

**During the first three (3) months of operations, the Contractor shall adhere to the initial coverage plans submitted in its proposal or a modification of that plan which is approved by the City. Thereafter, in the Contractor's discretion, the plan of coverage may be altered by the Contractor to produce the required response time performance with the greatest possible efficiency.**

**4.2 System Status Management Plan/Unit Hour Utilization**

**The Contractor is encouraged to be innovative in developing and implementing sophisticated techniques for maximizing unit hour utilization. The Contractor shall submit to the City for review, its system status management plan detailing its deployment methods and unit levels to provide coverage within the City of Everett service area.**

4.3 Dispatch and Communications

4.3.1 City Provided Radio Frequency: The City shall provide radio frequency for use between the EFD and the Contractor. The City will provide the primary EFD –to – Contractor communication system channel for Contractor's use including authorization to use a designated channel of the Everett/Snohomish County 800 MHz radio and repeater system.

4.3.2 Furnishing of Dispatch/Communication Equipment and Personnel: The Contractor shall furnish, operate, maintain, and replace or upgrade all dispatch and communication equipment, radios, telephone equipment, computer aided dispatch ("CAD") system equipment, including hardware and software supporting the interface and security technology, communication infrastructure enhancements (such as CAD upgrades, mobile data terminals, automatic vehicle locators, etc.) and all other equipment and software necessary for the provision of emergency and non-emergency BLS services. All personnel employed as dispatchers shall be trained in an appropriate manner.

4.3.3 Computer Aided Dispatching: The Contractor shall provide a CAD system to record dispatch information for all requests for services and install and maintain an interface to the EFD CAD system. This system must meet the following requirements:

4.3.3.1 Allow SNOPAC Dispatchers to electronically transmit 9-1-1 call and incident information from the EFD CAD system directly to the Contractor's CAD system.

4.3.3.2 Transmit the real time status and location (geo-coordinates) for all Contractor ambulances that serve the City.

4.3.3.3 Record the EFD incident number for every ambulance dispatched to an EFD incident and includes the EFD incident number and other unique key data with the status and location information.

4.3.3.4 The Contractor will provide all networking, firewall and other communications equipment necessary to support the interface and will provide all network connections whether leased from a commercial carrier or otherwise.

4.3.3.5 The Contractor will provide the technology described herein to ensure 99.99% availability of the network connecting the two CAD systems and 99.99% availability of the technology maintained at the Contactor's premise.

4.3.3.6 Operation and availability of the interface will not excuse the Contractor from meeting the performance and other standards described in this solicitation.

4.3.3.7 New World Systems. The preferred dispatching and tracking software will be New World Systems. The Contractor will provide all networking, firewall and communication equipment necessary (including mobile data terminals) to support the New World Systems

**5.0 Dispatch and Communications**

The Contractor shall record and maintain for a minimum of 365 days by tape or other voice recording media all radio and telephone communications with and between persons/agencies requesting ambulance service, its units, personnel, and the Contractor's EMS Communications Center, including time track. Such recordings and records shall be made available to the City upon request.

5.1 Emergency Alerting Devices:
The Contractor shall equip each ambulance unit with emergency alerting devices and installed radio communications equipment capable of notifying ambulance personnel of response needs. In addition, each ambulance unit shall contain at least one portable two-way radio to provide the driver or attendant with alerting and two-way communications capabilities when away from the ambulance unit.

5.2 Cooperation in Upgrading City's System: The Contractor shall cooperate with the City during its planning and implementation of upgrades and enhancements to the City's dispatch and communications system.

5.3 Quality Improvement Program for Dispatch and Communications: The Contractor shall develop and maintain an internal Quality Improvement (QI) program for its dispatch/communications center, which shall, at a minimum, include a mechanism for the identification and resolution of problems or potential problems related to dispatch and communications; and a dispatch/communications center QI committee that meets regularly to consider the following issues: receipt of call, compliance with prescribed call triage guidelines, appropriate dispatch procedures, unit coverage and unit utilization, system status management plan including posting locations, all call response time elements, and crew/dispatch rapport.

## 6.0 Ambulance Vehicles

The Contractor shall furnish, operate, maintain and replace as necessary any and all ambulance vehicles, equipment and supplies.

6.1 Vehicle Specifications

Vehicles shall be of a Type I, II, or III and shall meet or exceed the higher of the current Federal KKK-A-1822 standards and applicable State of Washington requirements. Vehicles must be of a condition and mileage consistent with section 6.4 below to be able to fulfill the BLS patient care and transport requirements of the contract. Replacement vehicles shall meet the then current Federal KKK standards at the time of the vehicle being placed into service, except where such standards conflict with State of Washington standards, in which case the higher standards shall prevail.

6.2 Vehicle Report

The Contractor shall maintain and provide to the City a complete listing of all vehicles including reserve vehicles used in the performance of the Contract, including their license and vehicle identification numbers, and the name and address of the lien holder, if any. Changes in the lien holder, as well as the transfer of ownership, purchase, or sale of vehicles used under the contract shall be reported to the City within ten (10) calendar days of such occurrences.

6.3 Minimum Inventory of Vehicles

The Contractor shall furnish a sufficient number of ambulances equipped for emergency and non-emergency BLS ambulance services to maintain a surplus of ambulances in excess of peak hour coverage requirements in the region. The Contractor shall maintain a minimum vehicle inventory and on-board equipment equal to 125% of peak ambulance coverage.

6.4 Vehicle Replacement Program

The Contractor shall develop and implement a vehicle replacement program that incorporates provisions to rotate older vehicles out of front line service. Gasoline powered units shall be replaced with units that comply with 6.1 prior to 125,000 miles and diesel powered units shall be replaced prior to 250,000 miles with vehicles in compliance with 6.1.

6.5 Vehicle Equipment and Supplies

Each ambulance unit shall, at all times, maintain an equipment and supply inventory sufficient to meet Snohomish County EMS Pre-Hospital Care Treatment Guidelines, Protocols and Procedures (see Appendix A).

6.6. Ambulance Unit Maintenance

All vehicles, equipment and supplies shall be maintained in a clean, sanitary, and safe mechanical condition at all times. The Contractor shall provide a vehicle maintenance program that is designed and conducted to achieve high standards of reliability appropriate to a modern emergency and non-emergency BLS ambulance service by utilizing appropriately trained personnel knowledgeable in the maintenance and repair of ambulances, developing and implementing standardized maintenance practices, and incorporating an automated maintenance program record keeping system.

6.7 Vehicle Markings and Advertising Restrictions

All advertising and markings on ambulance units shall emphasize the "9-1-1" emergency telephone number. The advertising of other telephone numbers for any type of emergency service is not permitted.

6.8 [Not Used]

6.9 Bariatric Response Unit

The Contractor shall provide a Bariatric Response Unit that meets the standards identified in 6.1 above and is suitable for transporting patients identified to be of greater weight than is suitable for the normal fleet of ambulances. Exhibit A contains includes a description of both the bariatric response vehicle itself, the minimum equipment inventory to be stored in it, and a description of the mechanism that will be used for inventorying and assessing the ongoing usefulness of such equipment.

6.10 Vehicle Collision Reporting

The Contractor shall report monthly all vehicle collisions involving Contractor's vehicles.

## 7.0 Contractor's Personnel

7.1 Staffing

Each ambulance unit responding to requests for BLS service shall have at least two personnel who are certified and accredited as Basic Life Support Emergency Medical Technicians, as defined in RCW 18.73 and WAC 246-976 as now or hereafter amended.

7.2 Driver Training and Area Knowledge

Prior to driving any ambulance pursuant to this Contract, the Contractor's ambulance operators must successfully complete an Emergency Vehicle Operator's Course. Additionally each driver shall have knowledge of the geographic area of the City of Everett and the ability to read maps prior to driving any ambulance units.

7.3 Safety Program

The Contractor shall take actions necessary to minimize the risk of disease or injury to all employees, and provide a safety and risk program that instructs all employees in safety practices and prepares them to avoid risks. The Contractor shall establish a safety committee that is representative of all departments of the Contractor's local operation, with the exception of strictly administrative ones, that meets on a regular basis to review and make recommendations regarding the Contractor's operations as it applies to issues of risk and safety. The EFD shall be invited to participate in all safety committee meetings.

### 7.4 Work Schedules/Working Conditions

**The Contractor shall utilize reasonable work schedules and shift assignments that provide adequate working conditions. The primary concern is patient care, and the Contractor shall utilize management principles that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime, are not exhausted to an extent that may impair judgment or motor skills.**

**Because of the wide variety of management practices utilized throughout the industry, no specific requirements or restrictions regarding work schedules and working conditions shall apply. The City reserves the right to view schedules prior to implementation and to review them at any time.**

If events warrant such action, the City may require revision of the established work schedule to address rest periods for extended shifts and standards limiting the use of back-to-back shifts and mandatory overtime, as deemed necessary to protect patients from the possibility of error caused by exhaustion of field personnel.

### 7.5 Compensation and Fringe Benefits

The Contractor shall provide its employees with compensation and fringe benefits to promote a professional and motivated work force. The combined compensation and fringe benefit program for field personnel, on-site management, and EMS dispatch personnel should provide a financial benefit to those personnel that is, at least, substantially equivalent to the average rate of compensation for similar private sector field personnel in similar sized and cost-of-living areas of the United States. These specific wage or salary packages should be structured so that the overall combination of wages, benefits, shift schedules, working conditions, and factors related to job satisfaction will work to reduce employee turnover. Other employee incentives such as retirement savings programs are encouraged.

### 7.6 New Employee Recruitment, Screening, and Orientation Program

The Contractor shall operate an aggressive, stringent, and comprehensive program of initial and ongoing personnel recruitment, screening, and orientation designed to attract, select, and thoroughly orient, prior to field or EMS dispatch placement, individuals who

are among the industry's most qualified candidates for EMS employment.

The recruitment, selection and retention of high quality on-site management personnel are paramount to the success of this program. Therefore, Contractor is highly encouraged to select such personnel carefully.

The Contractor will provide a reasonable opportunity for the work force of the previous provider to seek employment opportunities with the Contractor.

7.7 Employee Training and Orientation of City's EMS System

The Contractor shall coordinate with EFD to provide supervisory, field, and dispatch personnel assigned to the City with an orientation on the City's EMS System prior to field assignment. This program shall be subject to the review and approval of the EFD. Additionally, the Contractor shall grant EFD access to information regarding the Contractor's personnel, equipment and operation to assure compliance with contract terms for these areas.

7.8 Character and Competence of Personnel

The Contractor shall ensure that its personnel conduct themselves in a professional and courteous manner. The Contractor's personnel shall be competent, holders of required permits or certificates in their respective trades or professions and shall undergo background checks and drug testing as a condition of employment. The City may demand the removal of any employee or subcontractor of the Contractor for misconduct or incompetent or negligent performance. Such persons shall not be allowed to perform services on this contract with the City without the written consent of the City.

## 8.0 Additional Contactor Responsibilities

8.1 Outside Work

The Contractor may do other work within the City limits (e.g., scheduled transports, non-ambulance medical transportation, special event standby coverage, HMO/Government contract work, etc.), provided the outside work does not negatively affect the Contractor's peak load capacity, disaster readiness, and overall efficiency, and does not detract from the Contractor's contractual obligations to the City.

Requests for service and/or contractual obligations outside of the city in other regions which would draw down the Contractor's resources below 125% of peak coverage will be subject to approval by EFD.

8.2 Major Emergency and Disaster Response within the City of Everett Limits

The Contractor acknowledges that the City is entering into an Contract with the Contractor for the benefit of the public. The Contractor shall consider the City as its first priority and shall make its best effort to provide BLS services to the City in a timely manner. The Contractor shall develop a plan for the immediate recall of personnel to

staff units during multi-casualty situations; times of peak overload, or major emergency and disaster situations. This plan shall include the ability of the Contractor to alert off-duty personnel.

The Contractor shall participate in training programs and exercises designed to upgrade, evaluate, and maintain readiness of the City's EMS system's disaster and multi-casualty response system.

8.3 Public Information and Education

The Contractor shall participate in Everett and regional EMS system public education and information programs including press relations, explanations regarding rates, regulations and system operations, increasing public awareness and knowledge of the EMS system, injury/mortality prevention/reduction, and general health and safety promotion.

8.4 Integration of Services

Contractor shall integrate its services with the services of other EMS System participants including first responder agencies, public safety agencies, hospitals, other health professionals, and neighboring ambulance provider agencies. In addition to the other provisions set forth in this RFP, Contractor shall be an active participant in the Regional EMS System.

8.5 Mutual Aid Agreements

The Contractor may enter into and use mutual aid agreements with other private ambulance providers to augment the Contractor's services during peak load periods (e.g. sporting events) or during major emergency and disaster responses. Prior to execution of such mutual aid agreements, the Contractor shall submit the agreement to EFD for review and approval.

## 9.0 Local Administrative Office

The Contractor shall maintain an administrative office within twenty miles of EFD Headquarters, 2930 Wetmore Ave, Everett, WA 98201. This office will be established within 60 days after the Effective Date.

## 10.0 Inspections

At any time during normal business hours, and as often as may reasonably be deemed necessary, the City representatives and the EMS Medical Director(s), may observe the Contractor's operations. Additionally, the Contractor shall make available for their examination and audit, all contracts, invoices, materials, payrolls, inventory records, records of personnel (with the exception of confidential personnel records), daily logs, conditions of employment, all operational and procedure policy manuals, excerpts or transcripts from such records, all relevant fiscal records and other data related to all matters covered by this contract.

City representatives and the EMS Medical Director(s), may, at any time, and without notification, directly observe Contractor's operation of its EMS Communications Center, maintenance facility, or any ambulance post location, and a City representative and the EMS Medical Director(s), may, at any time, ride as a third person on any of the Contractor's ambulance units, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with Contractor's employees in the performance of their duties, and shall, at all times, be respectful of Contractor's employer/employee relationship.

The City's right to observe and inspect Contractor's business office operations or records shall be restricted to normal business hours, and reasonable notification shall be given by Contractor in advance of any such visit.

The Contractor will cooperate with and respond to the Everett Fire Department, the EMS Medical Director and the City on all matters related to the provision of emergency and non-emergency BLS ambulance services.

## 11.0 Finance

11.1 Billing, Collections and Reporting

The Contractor shall be responsible for all billing and collection functions related to BLS transport services. The Contractor shall perform all such billing and collection functions in a professional and courteous manner and in accordance with applicable federal, state and local laws, regulations, procedures and policies including, without limitation, collection and credit reporting laws.

The Contractor will not attempt to collect fees at the scene, in route, or upon delivery of the patient to a health facility for services rendered.

The Contractor shall maintain billing and accounts receivable information. The Contractor shall provide, within ninety (90) days after the end of each of the Contractor's fiscal years, data that clearly identify collection rates and compliance with rate structure, and the preliminary balance sheet and income statement for its operations within the City. The City shall have the right to examine/audit financial records at any reasonable time. The City will maintain confidentiality of submitted financial records and statements, subject to the requirements of law.

The contractor shall provide a City of Everett Notice of Privacy Practices (NPP) with every billing unless the contractor has proof of receipt (signature) of such NPP from prior service provision to patient. The contractor will provide a new NPP to each patient at time of billing whenever that policy is updated.

11.2 Contractor Payments to the City

11.2.1 Monthly Payment: The Contractor shall make an annual payment of

$158,167.04 payable in equal monthly payments of $13,180.59 to the City to cover the City's costs of administering the Contract and providing resources to support BLS transport. Such costs include and are not limited to:

11.2.1.1 The costs associated with the dispatch of and communication with EMS providers, including the Contractor's use of the City's radio frequency and the City's equipment, hardware, software, and maintenance to support such frequency;

11.2.1.2 The City's incremental cost associated with monitoring Contractor's compliance with the Contract; and,

11.2.1.3 The City's incremental cost associated with medical control and quality assurance.

11.2.1.4 This payment amount shall be adjusted annually for inflation.

11.3 Compensation and Rates

11.3.1 Compensation: The Contractor's sole financial compensation for services rendered under the Contract shall be the rates billed and collected from patients and responsible third parties. The City, local tax support, or subsidy shall not fund any services provided by Contractor.

11.3.2 Rates: The Contractor's rates proposed on Fee Proposal form shall be inclusive of all Contractor's costs. Contractor shall not separately charge, separately invoice, or separately itemize on invoices disposable supplies, equipment usage, or recoupment of payments made including liquidated damages to the City pursuant to Sections 11.2 and 11.4.

Except as required by law, the Contractor shall charge customers resulting from the scope of this Contract the rates not to exceed those proposed on Fee Proposal Form. Except as required by law or as approved by the City, the Contractor shall charge all customers for BLS transports resulting outside the scope of this Contract and occurring within the City limits rates no less than the rates proposed on Fee Proposal form. Upon request of the Contractor, EFD may authorize an increase based on CPI of the rates on the Fee Proposal form.

11.4 Liquidated Damages

This Contract provides for the payment by the Contractor of liquidated damages in certain circumstances of nonperformance, breach and default. Each party agrees that the damaged party's actual damages in each such circumstance would be difficult or impossible to ascertain and that the liquidated damages provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred. Nothing in this Section shall be construed to limit any remedies, including termination, provided for herein with respect to any nonperformance, breach or default by the Contractor. The

Contractor shall pay liquidated damages to the City for failure to meet patient care standards and response time standards described in Section 2 which details performance standards for the two operational levels. Every call that does not adhere to the performance standards shall first be classified as an alleged performance failure. Each alleged performance failure shall be investigated by the Contractor and evaluated by the City. The City shall determine whether there were appropriate or acceptable extenuating circumstances that caused or significantly contributed to the performance failure. The Contractor shall pay liquidated damages to the City for all performance failures that are determined to be the fault of the Contractor and not the result of an extenuating circumstance. All payments for liquidated damages shall be payable to "City of Everett".

**11.4.1 For each Normal Operations "Non-Code" request that exceeds 14:59 minutes, the Contractor shall be assessed liquidated damages at a rate of fifty dollars ($50) per minute or fraction thereof for each minute late up to five minutes. For any response greater than 5 minutes late, the Contractor shall be deemed to have failed to respond to the request and a total of five hundred dollars ($500) in liquidated damages will be assessed for a failed response.**

**11.4.2 For each Normal Operations "Code" request that exceeds 9:59 minutes, the Contractor shall be assessed liquidated damages at a rate of fifty dollars ($50) per minute or fraction thereof for each minute late up to five minutes. For any response greater than 5 minutes late, the Contractor shall be deemed to have failed to respond to the request and a total of five hundred dollars ($500) in liquidated damages will be assessed for a failed response.**

**11.4.3 For each Modified Operations "Non-Code" request that exceeds 19:59 minutes the Contractor shall be assessed liquidated damages at a rate of fifty dollars ($50) per minute or fraction thereof for each minute up to five minutes. For any response greater than 5 minutes late, the Contractor shall be deemed to have failed to respond to the request and a total of five hundred dollars ($500) in liquidated damages will be assessed for a failed response.**

**11.4.4 For each Modified Operation "Code" request that exceeds 14:59 minutes, the Contractor shall be assessed liquidated damages at a rate of fifty dollars ($50) per minute or fraction thereof for each minute up to five minutes. For any response greater than 5 minutes late, the Contractor shall be deemed to have failed to respond to the request and a total of five hundred dollars ($500) in liquidated damages will be assessed for a failed response.**

**11.4.5 Liquidated Damages for Dropping Below 125% of Peak Coverage: For any day that the Contractor fails to have adequate vehicle inventory to**

cover 125% of peak coverage, the Contractor shall be assessed liquidated damages at a rate of five thousand dollars ($5,000) per day.

11.4.6 Liquidated Damages for Failure to Properly Equip/Staff Unit: Any deployed unit failing to meet the minimum required equipment, supplies and staffing shall be assessed liquidated damages as a missed call at a rate of $600. Such units must be immediately removed from service until the deficiency is corrected.

11.4.7 Liquidated Damages for Failure to Furnish Required Documentation: In the event Contractor fails to furnish required information, reports, or documentation, the City shall notify the Contractor of such failure. If the Contractor does not furnish the information, report, or document within the time period specified, the City may, at its option, impose liquidated damages of sixty dollars ($60.00) per day for each item of such information, report, or document until the requested item is provided. Such liquidated damages shall not be applied in cases where the cause of such reporting deficiency was beyond the Contractor's reasonable control.

11.4.8 Liquidated Damages for Mechanical Failure: If an ambulance experiences a mechanical failure (breakdown) while transporting a patient to a hospital, liquidated damages of six hundred Dollars ($600) will be assessed for each occurrence.

11.4.9 Liquidated Damages for Failure of Crew to Report: Liquidated damages of six hundred dollars ($600) will be assessed for failure of the ambulance crew to report its on-scene arrival to the dispatch center.

11.4.10 Liquidated Damages for False Report: Liquidated damages of six hundred dollars ($600) will be assessed for each incident where the City determines that the crew, dispatchers, or management personnel of the Contractor reported a false on-scene arrival time.

11.4.11 Liquidated Damages for Improper Code Transport: Liquidated damages for not transporting "Non-Code" (without lights and sirens) as required by subsection 2.2.7 will be assessed at one hundred dollars ($100) per incident.

## 12.0 Liquidated Damages Exemptions

The Contractor may apply and the City may grant exemptions to liquidated damages resulting from situations beyond the Contractor's control that cause unavoidable delay or no response. EFD shall examine each request for exemption and shall take into consideration the Contractor's system status management plan, staffing levels, dispatch times, in-service times, traffic, street blockages, and other influencing factors. If EFD determines the circumstances warrant, EFD shall grant an exemption to liquidated damages resulting from the response time performance standards. To be eligible for

such an exemption, the Contractor shall apply for the exemption in accord with the terms of section 3.6.

12.1 Concurrent Responses: In the event three or more units are simultaneously committed to one incident and two or more additional units are concurrently responding to at least two other separate incidents, EFD may grant an exemption for each unit starting with the third incident.

12.2 Declared disaster: In the event an emergency is officially declared, EFD may grant exemption to liquidated damages resulting from response time performance standards for all units during the declared emergency.

12.3 Multiple Unit Response: In the event two or more units are simultaneously committed to one incident, the first arriving unit shall be held to the response time standard. EFD may grant an exemption for each unit starting with the second unit provided the units arrive at the scene within 19:59 minutes.

12.4 Response Location Errors: In the event EFD provides an inaccurate address, or if the location does not exist, EFD shall grant a response time exemption.

12.5 Response Location Change: In the event EFD changes the incident location and the change delays the unit's response time because the unit must reroute farther than one city block to respond to the call, EFD may grant an exemption.

12.6 Canceled Request: In the event a request is canceled prior to or at the unit's arrival on scene for reasons other than exceeding the maximum response time standard, EFD may grant an exemption.

12.7 Response Delayed by Accident: In the event the unit is involved in an accident and cannot continue to respond to the call, EFD will grant an exemption provided the accident is not the fault of the ambulance unit.

12.8 Reduced/Upgraded Response: In the event EFD reduces the priority of the response from Code to Non-Code or upgrades the response from Non-Code to Code, the response shall be considered a Non-Code response.

**13.0 Invoicing and Payment of Liquidated Damages**

No more frequently than monthly and at least quarterly, the City shall invoice Contractor for any liquidated damages assessed during the prior period. The Contractor shall pay the liquidated damages within 30 days of receipt of invoice.

13.1 Appeal of Liquidated Damages Assessment

In instances when the City's Contract Administrator, at the request of the Contractor, has reviewed the circumstances for imposing liquidated damages, and determined that the grounds are sufficient to justify the imposition of the liquidated damages, the Contract Administrator shall report the Contractor's appeal and the reasons for denial to

the Everett Fire Chief. The Contractor shall have the right to appeal such ruling to the Everett Fire Chief within 2 weeks. The determination of the Fire Chief shall be final.

13.2 Liquidated Damages Waived for Start-Up Period

The City may waive the liquidated damages for the first three (3) months of the Contract.

13.3 Liquidated Damages Adjustment

Liquidated damages may be adjusted annually by the City in an amount not to exceed the rate of inflation for the period since the last adjustment.

## 14.0 Breach of Contract

The City considers any breach of the Contract a serious situation and will seek remedies commensurate with the severity and magnitude of the event. Remedies could include but are not limited to corrective measures, liquidated damages, probation or suspension, or termination of the Contract. It is the intent and desire of the City to maintain a good working relationship with the Contractor while at the same time ensuring service to the community.

## 15.0 Aggregated Failure

Without limiting the breadth of Section 14, if in any contract year the Contractor maintains a response time performance level at less than 90% monthly compliance in any four (4) months or two (2) consecutive months, the City shall have the right to terminate the Contract.

## 16.0 Taxes, Fees and Licenses

16.1 Taxes, Fees and Licenses: The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.

16.2 Licenses and Similar Authorizations: The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

## 17.0 Contract Notices, Deliverable Materials and Invoices Delivery

Contract notices shall be delivered to the City at the following address (or such other address as the City may designate in writing):

[Insert]

Contract notices shall be delivered to the Contractor at the address on the first page of this Contract (or such other address as the Contractor may designate in writing):

[Insert]

**18.0 Representations**
Contractor represents and warrants that it has the requisite training, skill and experience necessary to perform all its obligations under this Contract and is appropriately accredited and licensed by all applicable agencies and governmental entities.

**19.0 Inspection.**
The BLS Ambulance service at all times, shall be subject to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Work in accordance with this Contract, notwithstanding Everett's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

**20.0 Performance.**
Acceptance by Everett of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, nor terminate the Contract, nor constitute a waiver of requirements for satisfactory performance of any obligation to be performed by Contractor.

**21.0 Non-Discrimination.**
**22.0** Contractor take all steps necessary to comply with all federal, state, and local laws and policies regarding non-discrimination and equal employment opportunities

**23.0 Equal Employment Opportunity.**
All Contractors must comply with federal Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

**24.0 Civil Rights Act Title VI.**
The Contractor must comply with the provisions of the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to, discrimination under any program or activity receiving federal financial assistance.

**25.0 Publicity.**
No news release, advertisement, promotional material, tour, or demonstration related to Everett's use of the Contractor's services performed pursuant to this Contract shall be produced, distributed, or take place, without the prior, specific written approval of the

City's Project Manager or his/her designee.

**26.0 Proprietary and Confidential Information**

25.1 Contractor understands that any records (including but not limited to its proposal submittals, this Contract, and any other contract materials) it submits to the City, or that are used by the City even if the Contractor possesses the records, are public records under Washington State law, RCW Chapter 42.56. Public records must be promptly disclosed upon request unless a statute exempts them from disclosure. The Contractor also understands that even if part of a record is exempt from disclosure, the rest of that record generally must be disclosed.

25.2 If the City receives a public disclosure request made pursuant to RCW Chapter 42.56, the City will not assert an exemption from disclosure on behalf of the Contractor. For materials that the Contractor has properly marked, the City will notify the Contractor of the request and postpone disclosure for ten business days to allow the Contractor the opportunity to file a lawsuit seeking an injunction to prevent the release of documents pursuant to RCW 42.56.540. Any notification is provided as a courtesy and is not an obligation on behalf of the City. Unless the Contractor obtains and serves an injunction upon the City before the close of business on the tenth business day after the date of the notification, the City may release the documents. It is the Contractor's discretionary decision whether to file the lawsuit.

25.3 In order to request that material not be disclosed until receipt of notification of a public disclosure request, you must identify the specific materials and citations very clearly on the each page of the material that you believe is exempt from disclosure.

25.4 If the Contractor does not obtain and serve an injunction upon the City within 10 business days of the date of the City's notification of the request, the Contractor is deemed to have authorized releasing the record.

25.5 [Not Used].

25.6 Notwithstanding the above, the Contractor must not take any action that would affect (a) the City's ability to use goods and services provided under this Contract or (b) the Contractor's obligations under this Contract.

25.7 The Contractor will fully cooperate with the City in identifying and assembling records in the event of any public disclosure request.

**27.0 General Legal Requirements**

A. General Requirement: Contractor, at no expense to Everett, shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of Everett; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, the Contractor shall specifically comply with the following requirements of this section.

B. Licenses and Similar Authorizations: Contractor, at no expense to Everett, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

C. Taxes: The Contractor shall pay, before delinquency, all taxes, import duties, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.

**28.0 American with Disabilities Act**

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs or activities to Everett employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities, to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

**29.0 OSHA/WISHA.**

Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and, if it has a workplace within the State of Washington, the Washington Industrial Safety and Health Act of 1973 (WISHA), as may be amended, and the standards and regulations issued there under and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the City from all damages assessed against the City as a result of Contractor's failure to comply with the acts and standards there under and for the failure of the items furnished under this order to so comply.

**30.0 Contract Work Hours and Safety Standards.**

For all contracts that employ mechanics or laborers, the Contractor and all subs shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provide that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**31.0 Indemnification**

To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, or trade secret arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City. As to the City of Everett, the Contractor waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.

**32.0 Insurance**

Contractor shall maintain at its own expense at all times during the term of this Contract the following insurance, as well as any other additional coverage requirements issued by the City.

31.1. **Minimum Coverage and Limits of Liability**. Contractor shall at all times during the term of this Contract maintain continuously, at its own expense, minimum insurance coverage and limits of liability as specified below:

A. **Commercial General Liability (CGL) insurance, including**:
- Premises/Operations
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual
- Independent Contractors
- Stop Gap/Employers Liability

With minimum limits of liability of $1,000,000 each occurrence combined single limit bodily injury and property damage ("CSL"), except:

$1,000,000 Personal/Advertising Injury
$2,000,000 Products/Completed Operations Aggregate
$2,000,000 General Aggregate
$1,000,000 Each accident/disease/employee Stop Gap/Employer's Liability

B. **Automobile Liability** insurance, including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of liability of $1,000,000 CSL.

C. **Umbrella/Excess Liability** insurance as may be required to demonstrate minimum CGL and Automobile Liability total limits requirement of $5,000,000, which may be satisfied with primary limits or any combination of primary and/or Umbrella/Excess limits.

D. **Medical Errors & Omissions (E&O)** insurance with a minimum limit of liability of $1,000,000 each claim.

E. **Worker's Compensation** covering industrial injury to Contractor's employees in accordance with the provisions of Title 51 of the Revised Code of Washington.

31.2. **City as Additional Insured**. The City of Everett shall be included as an additional insured under CGL and Automobile Liability insurance for primary and non-contributory limits of liability.

31.3 **No Limitation of Liability**. The limits of liability specified herein in subparagraph 1.A., 1.B. and 1.C.are minimum limits of liability only and shall not be deemed to limit the liability of Contractor or any Contractor insurer except as respects the stated limit of liability of each policy. Where required to be an additional insured, the City of Everett shall be so for the full limits of liability maintained by Contractor, whether such limits are primary, excess, contingent or otherwise.

31.4. **Minimum Security Requirement**. All insurers must be rated A- VII or higher in the current A.M. Best's Key Rating Guide and licensed to do business in the State of Washington unless coverage is issued as surplus lines by a Washington Surplus lines broker.

31.5. **Self-Insurance**. Any self-insured retention not fronted by an insurer must be disclosed. Any defense costs or claim payments falling within a self-insured retention shall be the responsibility of Contractor.

31.6. **Evidence of Coverage**. Prior to performance of any scope of work under paragraph 1, Contractor shall provide certification of insurance acceptable to the City evidencing the minimum coverage's and limits of liability and other requirements specified herein. Such certification must include a copy of the policy provision documenting that the City of Everett is an additional insured for commercial general liability insurance on a primary and non-contributory basis.

**33.0 Audit.**

Upon request, Contractor shall permit Everett, and any other governmental agency involved in the funding of the Work ("Agency"), to inspect and audit all pertinent books and records of Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to the work or services performed, at any and all times deemed necessary by Everett or Agency, including up to six years after the final payment or release of withheld amounts has been made under this Contract. Such inspection and audit shall occur in Snohomish County, Washington or other such reasonable location as Everett or Agency selects. The Contractor shall supply Everett with, or shall permit Everett to make, a copy of any books and records and any portion thereof. The Contractor shall ensure that such inspection, audit and copying right of Everett 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 Contract.

**34.0 Contractual Relationship**
The relationship of Contractor to Everett by reason of this Contract shall be that of an independent contractor. This Contract does not authorize Contractor to act as the agent or legal representative of Everett for any purpose whatsoever. Contractor 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 Everett or to bind Everett in any manner or thing whatsoever.

**35.0 Assignment and Subcontracting**
Contractor shall not assign or subcontract any of its obligations under this Contract without Everett's written consent, which may be granted or withheld in Everett's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Contract except for Equal Benefit provisions. Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract, except for Equal Benefit provisions. Everett's consent to any assignment or subcontract shall not release the Contractor from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.

**36.0 Transition Plan:**
In recognition of the potential adverse impact on the public's health and safety resulting from even a temporary cessation of the provision of ambulance services as set forth in this Contract, the parties recognize the need for there to be an orderly transition in ambulance operations at the end of the term of this Contract or extensions thereof. Six months prior to the expiration of the term of the Contract or any extension thereof, the Contractor shall present a transition plan to the City for approval. Such plan shall fully address the transfer of ambulance operations to the subsequent ambulance service provider or the City as the case may be. At a minimum, the transition plan shall address the following issues and meet the following minimum requirements:

A. The Contractor shall continue to meet all its obligations under this Contract, including specifically, the response time standards. The transition plan shall specifically address the steps that the Contractor will take to ensure full compliance with the performance requirements of the Contract.

B. Unless requested by the City, the transition plan shall be based on the same operation plan that the Contractor has utilized successfully to date during the term of the Contract.

C. Employment. The transfer plan shall address the Contractor's plans to relocate, layoff, terminate, etc. its then current work force. Recognizing that some of the Contractor's employees may seek other employment as a result of the upcoming transition, the transition plan shall address how the Contractor intends to maintain/retain qualified personnel to meet its performance obligations under the Contract.

D. Records. The transition plan shall provide for an orderly transfer of all records, data, files or other information, regardless of source, kept by the Contractor arising out of this Contract to the subsequent service provider or the City. No records, data, or information, regardless of source, shall be erased, discarded, removed from the premises or modified without the specific written approval of the City. Any information, spreadsheets, or data sets which may be required by this Contract, whether in hard copy, tape or other electronic media, shall become the property of the City at the conclusion of the Contract. Any loss or damage to such records, materials or information, for any reason, shall be replaced /recreated by the City and the cost for such restoration shall be paid by the Contractor. This requirement shall not include materials proprietary to the Contractor except those items necessary to satisfy reporting and other requirements of this Contract.

E. The transition plan shall address the Contractor's plan, if any, to "wind down" its operations in anticipation of the transfer of its operations to a subsequent service provider or the City as the case may be; provided that, in no event shall the Contractor be relieved from full compliance with the performance requirements of the Contract. The transition plan shall address the Contractor's plans, if any: to begin to reduce inventory; and to terminate, assign or sublease existing equipment, vehicle, service and facility leases, contracts, and subcontracts.

F. Vehicles: To the extent the Contractor expects to transfer vehicles, equipment and/or facilities to a subsequent service provider or the City, the transition plan shall address the schedule(s) for such transfers and the transfer of all relevant records related thereto. Such records shall include but not be limited to leases, contracts, maintenance records, operating manuals, warranties, financing documents, and any other documents or records related to the vehicles, equipment and/or facilities to be transferred.

The City shall have thirty (30) days to accept or reject the transition plan. In the event that the City rejects the transition plan, the City shall advise the Contractor of the changes to the transition plan that must be made by the Contractor to meet the requirements of this Subsection. The Contractor shall make the necessary changes to the transition plan within thirty (30) days. If the Contractor cannot or will not make the necessary changes, the City may make the changes, and the cost of the City in performing this work shall be the responsibility of the Contractor.

Both parties shall operate in accordance with the approved transition plan for the remainder of the term of the Contract. Any approved changes to the transition plan shall be documented in writing signed by both parties.

In the event of termination of the Contract, the City may require that the Contractor prepare a transition plan in the accordance with some or all of the requirements of this section 36.0

**37.0 Federal Debarment for Primes and all Subcontractors.**
Contractor shall immediately notify the City of any suspension or debarment or other action that excludes the Contractor and any subcontractor from participation in Federal contracting. Contractor shall verify all subcontractors that are intended and/or used by the Contractor for performance of City work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at https://www.epls.gov/epls/search.do. The Contractor shall keep proof of such verification within the Contractor records.

**38.0 Supervision and Coordination**.
Contractor shall:

- Competently and efficiently, supervise and direct the implementation and completion of all contract requirements specified herein.
- Designate to Everett, a representative(s) with the authority to legally commit Contractor's firm. All communications given or received from the Contractor's representative shall be binding on the Contractor.
- Promote and offer to Purchasers only those materials, equipment and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.

**39.0 Involvement of Former City Employees**
Contractor shall promptly notify Everett 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 City officer or employee. .

**40.0 Anti-Trust Overcharges**.
Everett maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore the Contractor hereby assigns to Everett any and all claims for such overcharges except overcharges which result from antitrust violations commencing after the price is established under this contract and which are not passed on to Everett under an escalation clause.

**41.0 No Conflict of Interest.**
Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

**42.0 No Gifts or Gratuities.**
Contractor shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official, that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Contractor. Promotional items worth less than $25 may be distributed by the contractor to City employees if the Contractor uses the items as

routine and standard promotions for business. Any violation of this provision may result in termination of this Contract. Nothing in this Contract prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

**43.0 Current and Former City Employees, Officers, and Volunteers.**
Throughout the life of the contract, Contractor shall provide written notice to City Purchasing and the City Project Manager of any current or former City employees, officials or volunteers that are working or assisting on solicitation of City business or on completion of the awarded contract.

**44.0 Intellectual Property Rights.**

43.1 **Patents:** Contractor hereby assigns to Everett all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of this Contract or any subcontract hereunder. Notwithstanding the above, the Contractor does not convey to Everett, nor does Everett obtain, any right to any document or material utilized by Contractor that was created or produced separate from this Contract or was preexisting material (not already owned by Everett), provided that the Contractor 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 Contractor grants Everett an irrevocable, non-exclusive, fully paid, royalty-free right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.

43.2 **Copyrights**: For materials and documents prepared by Contractor in connection with the Work, Contractor shall retain the copyright (including the right of reuse) whether or not the Work is completed. Contractor grants to Everett a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the Contractor for Everett under this Contract. If requested by Everett, a copy of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, Everett in connection with the performance of the Work, shall be promptly delivered to Everett.

Everett may make and retain copies of such documents for its information and reference in connection with their use on the project. The Contractor does not represent or warrant that such documents are suitable for reuse by Everett, or others, on extensions of the project, or on any other project. Contractor represents and warrants that it has all necessary legal authority to make the assignments and grant the licenses required by this Section.

**45.0 Key Persons.**

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

**46.0 Disputes.**

The parties shall endeavor to resolve any dispute or misunderstanding that may arise under this Contract concerning Contractor's performance, if mutually agreed to be appropriate, through negotiations between the Contractor's Project Manager and Everett's Project Manager, or if mutually agreed, referred to the City's named representative and the Contractor's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes including termination as allowed for within the contract, or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract for cause or convenience.

Notwithstanding the above, if Everett believes in good faith that some portion of Work has not been completed satisfactorily, Everett may require Contractor to correct such work prior to Everett payment. In such event, Everett will provide to Contractor an explanation of the concern and the remedy that Everett expects. Everett may withhold from any payment that is otherwise due, an amount that Everett in good faith finds to be under dispute, or if the Contractor does not provide a sufficient remedy, Everett may retain the amount equal to the cost to Everett for otherwise correcting or remedying the work not properly completed.

**47.0 Term of Contract/Termination**

47.1 Term of Contract

The term of this Contract is five years, beginning on the Effective Date. The Contract will automatically renew without any action of the parties for an additional two years, unless either (1) the City provides Contractor with written notice prior to the fifth anniversary of the Effective Date that the City will not renew the Contract or (2) the Contractor provides written notice no later than the fourth anniversary of the Effective Date that the Contractor will not renew the Contract.

47.2 Termination

A. **For Cause**: Everett may terminate this Contract if the Contractor is in material breach of any of the terms of this Contract, and such breach has not been corrected to Everett's reasonable satisfaction in a timely manner.

B. **For City's Convenience: Everett may terminate this Contract at any time, without cause and for any reason including Everett's convenience, upon written notice to the Contractor.**

C. **Nonappropriation of Funds**: Everett may terminate this Contract at any time without notice due to nonappropriation of funds, whether such funds are local, state or federal grants, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.

D. **Acts of Insolvency**: Everett may terminate this Contract by written notice to Contractor if the Contractor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.

E. **Termination for Gratuities**: Everett may terminate this Contract by written notice to Contractor if Everett finds that the Contractor either is in violation of the Gifts and Gratuities section 41.

F. **Notice**: Everett is not required to provide advance notice of termination. Notwithstanding, Everett may issue a termination notice with an effective date later than the termination notice itself. In such case, the Contractor shall continue to provide products and services as required by Everett until the effective date provided in the termination notice.

G. **No Compensation from the City for Termination: In the event of termination by the City for any reason, the Contractor shall have no entitlement for any compensation whatsoever from the City relating to such termination. This includes without limitation no compensation for expenses due prior to or after the termination date, and no compensation for Contractor ambulance or other equipment lease obligations due prior to or after the termination date, and no compensation for any expenses related to personnel due prior to or after the termination date. However, effective upon the termination date, the Contractor is no longer required to pay the monthly fee under section 11.2 above, which shall be prorated to the date of termination.**

H. **Transition Plan**. Upon notice of termination for any reason, Contractor shall, to the extent required by the City, comply with the Transition Plan requirements in section 36 above.

**48.0 Force Majeure – Suspension and Termination.**

This section applies in the event that either party is unable to perform the obligations of this Contract because of a Force Majeure event as defined herein, to the extent that the Contract obligations must be suspended in full. A Force Majeure event is an event that

prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body, which prevents performance.

Force Majeure under this Section shall only apply in the event that performance is rendered not possible by either party or its agents

Should either party suffer from a Force Majeure event and is unable to provide performance, such party shall give notice to the other party as soon as practical and shall do everything possible to resume performance.

Upon receipt of such notice, the party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If such Event affects the delivery date or warranty provisions of this Contract, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

**49.0 [Not Used]**

**50.0 [Not Used]**

**51.0 Workers Right to Know.**
"Right to Know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-800-180 requires among other things that all manufacturers/distributors of hazardous substances, include completed Material Safety Data Sheets (MSDS) for each hazardous material with each delivery. Additionally, each container of hazardous material must be appropriately labeled with: the identity of the hazardous material, appropriate hazardous warnings, and the Name and Address of the chemical manufacturer, importer or other responsible party.

Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients: and "routes of entry" of the product(s) in question.

52. **Miscellaneous Provisions.**

A. **Amendments**: No modification of this Contract shall be effective unless in writing and signed by the Mayor of the City, except as otherwise authorized herein. The City shall issue change notices to Contractor, and such notices shall take effect under the signature of the City unless written objection of the notice is received by the Contractor upon Contractor receipt of the change notice.

B. **Conflict**: In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford Everett the maximum benefits.

C. **Liens, Claims and Encumbrances**: All materials, equipment, or services shall be free of all liens, claims or encumbrances of any kind and if Everett requests a formal release of same shall be delivered to Everett.

D. **Binding Contract:** This Contract shall not be binding until signed by both parties. The provisions, covenants and conditions in this Contract shall bind the parties, their legal heirs, representatives, successors, and assigns.

E. **Applicable Law/Venue:** This Contract 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 Snohomish County, Washington

F. **Remedies Cumulative**: Rights under this Contract are cumulative and nonexclusive of any other remedy at law or in equity.

G. **Captions**: All titles, including sections or subsections, are for convenience only and do not define or limit the contents.

H. **Severability**: Any term or provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Contract.

I. **Waiver:** No covenant, term, 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 Everett of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by Everett of the breach or default of any covenant, term or condition unless otherwise this is expressly agreed to by Everett, in writing. The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

J. **Entire Contract**: This document, along with any attachments and work orders, constitutes the entire agreement between the parties with respect to the Work. No verbal agreement or conversation between any officer, agent, associate or employee of Everett and any officer, agency, employee or associate of the Contractor prior to the execution of this Contract shall affect or modify any of the terms or obligations contained in this Contract.

K. **Negotiated Contract**: The parties acknowledge that this is a negotiated Contract, that they have had the opportunity to have this Contract reviewed by

respective legal counsel, and those terms and conditions are not construed against any party on the basis of such party's draftsmanship thereof.

L. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.

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 Contract by having their authorized representatives affix their signatures below.

**CITY OF EVERETT**
**WASHINGTON**

**By:** _____
**Ray Stephanson, Mayor**

_____
**Date**

**CONTRACTOR**

**By:**
_____

_____
**Name**

_____
**Title**

_____
**Date**

**ATTEST:**

**Sharon Fuller, City Clerk**
**Date:** _____
**APPROVED AS TO FORM:**

**James D. Iles, City Attorney**
**Date:** _____

**EXHIBIT A**

Bariatric Response Unit

[Insert description agreed from proposal: see Contract section 6.9]

*City of Everett*

**Request for Proposals**

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# RFP 2015-097

# Ambulance Transport Services
# DRAFT

City of Everett Purchasing
3200 Cedar Street
Everett WA 98201
(425) 257-8840

City of Everett
**REQUEST FOR PROPOSALS**
Proposal 2015-097
Ambulance Transport Services
DRAFT
Due Date: **2:00 p.m., xxxxxx xx, 2016**

# I. INTRODUCTION AND BACKGROUND

## A. Proposal Deadline

Sealed proposals will be received by the **City of Everett, City Clerk, 1st Floor, 2930 Wetmore Avenue, Everett, Washington 98201, until 2:00 p.m., xxxxxx xx, 2016**, for the provision of Ambulance Transport Services.

## B. General Information

### 1. Purpose

The City of Everett (City) and Everett Fire Department (EFD) desire to contract with a single city-wide contractor of ambulance transport services for Basic Life Support (BLS) patients that have been screened and medically evaluated by the Everett Fire Department and transferred to the Contractor for transport to an appropriate medical facility. The EFD will remain the first responder for all 9-1-1 calls, will perform triage and interrogation of all patients and provide Advanced Life Support (ALS) treatment and transport.

### 2. Background

The Everett Fire Department is an all-career department whose 176 uniformed firefighters are tasked with the protection of the lives and property in the Washington State municipality of Everett. In 2014 Everett's twelve primary apparatus responded to just over 21,000 calls out of six stations. Of those calls 18,502 alarms were EMS responses. In addition to EMS, the department delivers a full range of services including a progressive fire suppression response, a hazardous materials team, technical rescue teams (marine, rope, USAR, trench, and confined space), an active fire prevention bureau, and a nationally acclaimed emergency management and disaster preparedness team. Additionally, Everett Fire is a key player in numerous regional response teams including Hazmat, Technical Rescue and Incident Management, providing resources and knowledge that may not be available to its smaller neighbors. In 2014 Everett Fire provided prolonged support for the catastrophic Oso mudslide rescue and recovery effort, and performed critical EMS/active shooter roles in the very recent Marysville-Pilchuck High School tragedy.

The City of Everett is a major urban transportation center that occupies 33.35 square miles adjacent to Interstate 5, the major border-to-border west coast freeway. The city is 30 miles north of Seattle and 85 miles south of the Canadian border along the shores of the Puget Sound. Everett's population of 104,900 increases during the day with the addition of 60,000 workers for Boeing aircraft's largest manufacturing facility (the largest building in the world by volume) and numerous related aviation industries. The City waterfront includes an active international deep water port, the largest public marina on the west coast, and Naval Station Everett with its nuclear-powered Aircraft Carrier Group and 6,000 assigned naval personnel. Everett is a railway hub for passenger, commuter and freight trains.

Everett's median income is low in comparison to other Puget Sound communities. As the county seat and largest city in Snohomish County, Everett is home to many of the social services that low income residents need. Accordingly, low-income residents tend to gravitate to Everett to be near those services. This is

further exacerbated by the presence of both the county jail and a regional hospital with a Level II Trauma Center. Homelessness and mental health/addiction issues have grown significantly the past few years. The overall result is that this vulnerable segment of our community creates an incredibly high demand on fire department resources.

When a 9-1-1 medical emergency call is received by the SNOPAC dispatch center, the nearest Everett Fire EMS unit is immediately dispatched to the scene. Trained dispatchers use a series of predefined medical criteria for various types of medical problems. If the patient's signs and symptoms meet specific criteria, then a paramedic unit is also dispatched to the scene to provide advanced medical treatment for serious injuries and illnesses. Typically, both BLS and ALS units are simultaneously dispatched when needed.

The regional EMS system is a part of and serves as a constituent of the statewide Emergency and Trauma Care System described in RCW 18.71.200 — 18.71.215,. This legislation is administered through WAC 246-976: Emergency Medical Services and Trauma Care Systems. All ALS and BLS personnel in Everett and Snohomish County meet or exceed state EMS certification standards as defined by statute and administrative regulations.

The tiered response system is based on a medical model that operates under the legal authority of the Snohomish County Medical Program Director (MPD). The MPD is responsible for training, medical control supervision, and quality review of Emergency Medical Technicians (EMTs) and paramedic providers. Paramedics and EMTs trained in defibrillation operate as extensions of the physician and are legally authorized to provide care on a medical director's license. Other major functions performed by the MPD include establishing patient care guidelines for treatment, triage, and transport; establishing and supervising training and continuing education programs; and recommending certification, recertification, and decertification of EMS personnel.

**3. Solicitation Objectives**

- **a.** Provide 911 callers with BLS ambulance service that is available 24 hours per day, 365 days per year within the incorporated City of Everett limits, competitively priced and provided by highly trained, qualified, and experienced personnel providing timely and quality medical care.
- **b.** Require the selected contractor to meet or exceed performance standards.
- **c.** Provide transportation of patients as directed by Everett Fire.
- **d.** Provide dispatching and communication systems.
- **e.** Require payment of liquidated damages if performance standards are not met.
- **f.** Provide a quality improvement program to assure timely response to inquiries and complaints.
- **g.** Select a contractor with effective system management and fleet management plans.
- **h.** Require contractor to participate in EFD overhead costs.

## C. Contract/Scope of Services

**The form of contract is attached to this RFP as Exhibit 1.**

With this solicitation, the City intends to award one contract and does not anticipate award to multiple companies. Regardless, the City reserves the right to make multiple or partial awards

~~See full Scope of Services document attached as Exhibit 1.~~

## D. Special ~~Contract Conditions~~Notices

**1. ~~Single Award~~Review of Contract**

**Each Proposer should review all parts of the attached Contract in detail. The City does not intend to negotiate the form of the contract.** ~~With this solicitation, the City intends to award one contract and does~~

~~not anticipate award to multiple companies. Regardless, the City reserves the right to make multiple or partial awards~~.

**2. Contract Term**

The term of the Contract is five years. See Contract Section 47.1. The Contract will automatically renew without any action of the parties for an additional two years, unless either (1) the City provides contractor with written notice prior to the contract fifth anniversary that the City will not renew the Contract or (2) the contractor provides written notice no later than the contract fourth anniversary that the contractor will not renew the Contract.

~~Contract shall be for five years, with a two-year extension allowed at the option of the City. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. The Proposer may also provide a notice to not extend, but must provide such notice at least one (1) year prior to the otherwise automatic renewal date.~~

**3. Liquidated Damages**

The contractor will pay liquidated damages for failure to meet patient care standards. The liquidated damages ~~are identified above in Scope of Services~~are stated in ~~Contract section~~ Section 11.4.

**4. City Termination for Convenience**

**Proposers should pay special attention to section 47.2.B of the Contract, which states:**

> **Everett may terminate this Agreement at any time, without cause and for any reason including Everett's convenience, upon written notice to the Contractor.**

**Proposers should pay special attention to section 47.2.G of the Contract, which states:**

> **In the event of termination by the City for any reason, the Contractor shall have no entitlement for any compensation whatsoever from the City relating to such termination. This includes without limitation no compensation for expenses due prior to or after the termination date, no compensation for Contractor ambulance or other equipment lease obligations due prior to or after the termination date, and no compensation for any expenses related to personnel due prior to or after the termination date. However, effective upon the termination date, the Contractor is no longer required to pay the monthly fee under section 11.2 above, which shall be prorated to the date of termination.**

**Notice is hereby given to the Proposer that the City may exercise this termination for convenience option during the term of the Contract. This is because the City is not at this time certain how long the City will need the Contract or how long the City will determine the Contract to be in the best interests of the City. By submitting a proposal, the Proposer certifies that it understands this, and acknowledges that, in the event of termination, the City will not provide the Proposer any compensation whatsoever related to the termination.**

## C. Mandatory Qualifications

A qualified Proposer shall have a minimum of two consecutive years of experience in providing BLS ambulance services in at least one service area totaling an average of 900 unit hours per week, including inter-facility transport (The 900 unit hours is defined as any number of units (ambulances) and hours (in service) per unit week totaling 900 hours.). BLS Medical emergencies mean medical situations that would require the services of a basic life support technician. See, RCW 18.73.030; WAC 246-976-010. Proposals that fail to demonstrate compliance with mandatory minimum qualifications will be rejected.

## D. Proposer Questions

1. Upon release of this Request for Proposals (RFP), all communications concerning this acquisition must be directed to the RFP Coordinator listed below:

**Clark Langstraat, CPPO**
City of Everett Purchasing Manager
3200 Cedar Street
Everett WA 98201
Phone: (425) 257-8901
Fax: (425) 257-8864
clangtraat@everettwa.gov

Unauthorized contact regarding this RFP with other City of Everett employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Everett. Proposers should rely only on written statements issued by the RFP Coordinator.

2. All questions related to errors, conflicts or inadequate information in the RFP must be submitted in writing to the RFP Coordinator named above. Questions of this nature must be received a minimum of one week in advance of the scheduled deadline for receipt of proposals. A list of questions and answers will be provided only by request. Requests may be made to the RFP Coordinator.

3. The responsibility for determining and obtaining the full extent of all information needed to respond to the Request for Proposals (RFP) rests with the proposer. Submission of a proposal constitutes acceptance of the procedures, evaluation criteria, and other instruction of this RFP. Proposers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a proposal. The website address is: http://www.everettwa.gov/citybids.

**F. Preliminary Timeline**

- Request for Proposals Issued – February xx, 2016
- Deadline for Questions – March xx, 2016
- Proposals Due, Public Opening – 2:00 p.m., xxxxx xx, 2016
- Proposal evaluations completed – xxxxxx xx, 2016
- Recommendation of Award by City Council – xxxxxx xx, 2016
- Execute Contracts and Notice to Proceed – on or before xxxxxx xx, 2016

The City reserves the right to change any or all of the dates above.

## II. GENERAL CONDITIONS

**A. Proposal Response Date and Location**

The City Clerk must receive the firm's proposal, in its entirety, not later than 2:00 p.m., Pacific Time in Everett, Washington, on **January xx, 2016**. Proposals arriving after the deadline will be returned unopened to their senders. All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

Firms submitting proposals assume all risk related to the method of dispatch chosen. The City of Everett assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not be accepted nor will additional time be granted to any firm wishing to submit a proposal. Proposals may not be delivered by facsimile transmission or other telecommunication or solely by electronic means.

**C. Waiver of Minor Administrative Irregularities**

The City of Everett reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

**D. Single Response**

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Everett, this RFP may be terminated and re-advertised.

**E. Proposal Rejection**

The City of Everett reserves the right to reject any or all proposals at any time without penalty.

**F. Withdrawal of Proposals**

Firms may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the firm must be submitted to the City Clerk. The firm may submit another proposal at any time up to the stipulated closing date and time. The City reserves the right to reject any and all proposals and waive any irregularities or informalities. No firm may withdraw or modify its proposal after the hour set for the opening thereof. The City further reserves the right to make the award as deemed in the best interest of the City. The right is reserved by the City to postpone the award for a period of forty-five (45) days after opening proposals.

**G. Non-Endorsement**

As a result of the selection of a firm to supply equipment and/or services, the City is neither endorsing nor suggesting that the firm's equipment and/or services are the best or only solution. The firm agrees to make

no reference to the City of Everett in any literature, promotional material, brochures, sales presentation or the like without prior express written consent from the City.

## H. Public Disclosure

### 1. Property of the City of Everett

All materials (including, for example, proposals) submitted in response to this RFP shall become the property of the City of Everett. Selection or rejection of a proposal does not affect this.

### 2. Proposals are Public Records

Pursuant to Chapter 42.56 RCW and other statutes regarding public agencies, all materials (including, for example, proposals) submitted under this RFP shall be considered public records and with limited exceptions will be available for inspection and copying by the public. Except to the extent protected by state and or federal laws, proposals shall be considered public documents and available for review and copying by the public.

### 3. Public Records Exemption:

Trade secrets (as defined in RCW 19.108.010) or other proprietary information submitted by a Proposer in connection with this RFP might not be subject to public disclosure under chapter 42.56 RCW if the proposer specifically states in writing the reasons why protection from disclosure is necessary, and identifies the data or materials to be protected. Proposers shall specifically designate and clearly label as "CONFIDENTIAL" any and all such materials or portions thereof that they deem to contain trade secrets or other proprietary information. Proposers should carefully consider what is truly confidential and should not mark an entire proposal as confidential. The proposer shall provide the legal basis for the exemption to the City upon request. Proposers are advised that this exemption is subject to judicial review and the proposer's designation of confidential may or may not be upheld by a Court.

### 4. Proposals Not Marked as Confidential

If a proposal or other material does not clearly identify the "CONFIDENTIAL" portions, the City will not notify the proposer that its proposal will be made available for inspection and copying, and the City may publically disclose such non-clearly identified portion with no liability whatsoever to the proposer.

### 5. Process for Disclosing Information

If a request is made for disclosure of material or any portion marked "CONFIDENTIAL," the City will determine whether the material should be made available under the law. If the City determines that the material is subject to disclosure, the City will seek to notify the Proposer of the request and allow the proposer ten (10) business days after such notification to take appropriate legal action in Snohomish County Superior Court at the proposer's sole expense and liability. If the proposer does not within such ten (10) business days serve the Office of the City Attorney with a copy of an order entered by the Superior Court that expressly prohibits the City from disclosure of the material marked "CONFIDENTIAL," then the proposer will be deemed to have consented to the public disclosure of the material marked "Confidential" and the City may publically disclose such material without any liability whatsoever to proposer.

### 6. Indemnification by Proposer

To the extent that the City withholds from disclosure all or any portion of proposer's material marked "CONFIDENTIAL", the proposer, by submitting an proposal in response to this RFP, agrees to indemnify, defend and hold harmless the City of Everett from all lawsuits, liabilities, losses, damages, penalties, attorneys' fees and costs the City incurs arising from or relating to such withholding from disclosure.

### 7. Consent to Procedure

Proposers, by submission of materials marked "CONFIDENTIAL", acknowledge and agree that the City will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to any proposer for the disclosure of any material or record of any kind when that disclosure is in accordance with applicable law or in accordance with an order applying applicable law entered by the Snohomish County Superior Court or a Washington appellate court. By submitting a proposal, the proposer consents to the procedure outlined in this Section as its sole remedy and waives and releases all claims against the City arising from the City's actions taken in accordance with this procedure.

## I. Response Property of the City Of Everett

All materials submitted in response to this RFP become the property of the City. Selection or rejection of a proposal does not affect this right.

## J. Rejection of Proposals

Only firm proposals will be accepted, and the City reserves the right to reject any or all proposals or waive any irregularities and informalities in the proposals submitted and accepted by the City. The City further reserves the right to make awards to the proposer whose proposal is determined to be the most advantageous to the City of Everett. The issuance of this RFP does not compel the City to enter into a contract with any proposer.

## K. Cost of Preparing Proposals

The City of Everett is not liable for any costs incurred by firms in the preparation and presentation of proposals in response to this RFP.

## L. Number of Proposal Copies Required

Firms responding to this RFP are to **submit one (1) original and three (3) identical copies** of the complete proposal package. An electronic copy of the proposal in either Adobe Acrobat or Microsoft Office 2010 compatible formats must also be submitted.

## M. Errors in Proposal

The City will not be liable for any errors in proposals. Firms will not be allowed to alter proposal documents after the deadline for proposal submission.

The City reserves the right to make corrections or amendments due to mathematical or typographical errors identified in proposals by the City or the firm. This type of correction or amendment will only be allowed for such errors as typographical, numerical transposition or any other reasonable and obvious errors. Firms are liable for all errors or omissions contained in their proposals.

When, after the opening and tabulation of proposals, a selected proposer claims error and requests to be relieved of award, he will be required to promptly present certified work sheets. The City will review the

work sheets, and if the City is convinced, by clear and convincing evidence, that an honest, mathematically plausible error or critical omission of costs has been made, the proposer may be relieved of his proposal.

After opening and reading proposals, the City will check them for correctness of extensions of the prices per unit or subtotal and the total price. If a discrepancy exists between the price per unit or subtotal and the extended amount of any proposal item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the City.

**N. Incorporation of RFP and Proposal in Agreement**
The RFP, including all attachments and addenda, and all promises, warranties, commitments and representations in the successful proposal shall be binding and shall become obligations of an agreement between the successful proposer and the City.

**O. Timely Execution of Agreement Required**
The successful firm must execute a Professional Services Agreement (PSA) with the City for the provision of scope of work subject to and incorporating the material terms of this RFP and successful proposal within fifteen (15) business days after receipt of the final form of the agreement. Failure to execute an agreement within the allotted time releases the City from any obligation and allows the City to select the next most advantageous proposal or call for new proposals without penalty.

**P. Legal Disputes**
In submitting a proposal, the proposer agrees that in the event of litigation concerning or arising out of the above-referenced agreement or this RFP, proposals in response to this RFP or related process, the sole venue of any legal action shall be Snohomish County Superior Court, and the laws governing the interpretation of the agreement, this RFP or related process shall be Washington Law.

**Q. Indemnification**
In submitting a proposal, the proposer agrees to indemnify and hold the City harmless of all liability, risks, costs, claims, actions, suits, demands, losses expenses, injuries and damages of any kind arising directly or indirectly out of, or in connection with, the City's handling of the RFP process, including, but not limited to, the rejection of any or all proposals.

**R. City-Requesting Clarifications**
The City reserves the right to request clarification of information submitted and to request additional information from any proposer.

**S. Addenda**
Firms responding to this RFP are responsible for obtaining all addenda issued prior to submitting a proposal.

**T. Proposal Opening**
All proposals must be submitted to the City Clerk, 1st Floor, 2930 Wetmore Avenue, Everett, Washington 98201, no later than **2:00 p.m., Tuesday, xxxxxx xx, 2016,** and must be clearly marked:

| **PROPOSAL FOR:**<br>**AMBULANCE TRANSPORT SERVICES**<br>**RFP NO. 2015-097** |
|---|

At the appointed time proposals shall be opened and the names of the responding firms shall be read publicly. Cost amounts will not be revealed at the proposal opening.

**U. Cooperative Purchasing**

RCW 39.34 allows cooperative purchasing between public agencies. Agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Everett may purchase from City of Everett contracts, provided that the Vendor has agreed to such participation. The City of Everett does not accept any responsibility for purchases or contracts by the Vendor with other public agencies.

## III. PROPOSAL REQUIREMENTS

### A. Content and Format

Proposals are to be prepared on standard letter-size paper; printed single sided with font size not smaller than 11 point. Proposals should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. **Special bindings, colored displays, promotional materials, etc are not desired.** Proposals in response to this RFP must be organized in the order specified below.

1. **Cover letter**

2. **Legal Name:** Submit a certificate, copy of web-page, or other documentation from the Secretary of State in which you incorporated that shows your legal name as a company.

3. **Mandatory Minimum Qualifications:** Provide a single page that clearly lists each Minimum Qualification, and exactly how you achieve the minimum qualification. Remember that the determination that you have achieved all the minimum qualifications is made from this page. The RFP Coordinator is not obligated to check references or search other materials to make this decision. Proposals that fail to demonstrate compliance with the Minimum Qualifications will be rejected.

4. **Attachment A - Proposal Certification**: Sign and submit the following Vendor Questionnaire. This is a mandatory form - the City will reject proposals that do not include a complete, signed Certification Form.

5. **Attachment B - Response to Proposal Questionnaire**: The proposal response contains all the responses to the proposal questionnaire. Elements of this document will be scored or ranked by the Evaluation Committee.

6. **Attachment C - Fee Proposal Forms**: This will be scored. The City will reject proposals that do not include the attached Fee Proposal Forms.

## IV. PROPOSAL EVALUATION PROCESS

**Step #1: Initial Screening**: **Minimum Qualifications and Responsiveness**: The RFP Coordinator will first review submittals for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial review shall proceed to Step 2.

**Step #2: Proposal Evaluation:** The City will evaluate proposals using the criteria specified below. Responses will be evaluated and ranked or scored.

**Evaluation Criteria:**

| Category | Points |
|---|---|
| A. Proposer Qualifications | 5 |
| B. Financial and Budgets | 5 |
| C. Response Time | 10 |
| D. Deployment Plan | 10 |
| E. Personnel and Hiring | 10 |

| | |
|---|---|
| F. Dispatch and New World Systems | 15 |
| G. Billing and Collection | ~~10~~5 |
| H. Reporting | ~~10~~5 |
| I. Electronic Patient Care Reports and ESO Solutions | 15 |
| J. Transport Fees | 15 |
| K. Operations Startup | 5 |
| **Total** | 100 |
| **Interviews (if needed)** | 25 |

**Step #3: Interviews:** The City may interview top ranked firms that are considered most competitive. If interviews are conducted, rankings of firms and award configurations shall be determined by the City, using the combined results of interviews and proposal submittals.

The Proposer is to submit the list of names and company affiliations with the RFP Coordinator before the interview. Proposers invited to interview are to bring the assigned Project Manager that has been named by the Proposer in the Proposal, and may bring other key personnel named in the Proposal. The Proposer shall not, in any event, bring an individual who does not work for the Proposer or for the Proposer as a subcontractor on this project, without specific advance authorization by the RFP Coordinator.

**Step #4: Selection:** The City shall select the highest ranked Proposer for award.

**Prior to negotiations if any, required insurance and State and City business licenses must be secured.**

**Step #5: Contract Negotiations.** The City may negotiate elements of the proposal as required to best meet the needs of the City, with the apparent successful Proposer. The City may negotiate any aspect of the proposal or the solicitation.

**Repeat of Evaluation Steps**: If no Proposer is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals that were active at that step in the process. In such event, the City shall then sequentially go through all remaining steps as if conducting a new evaluation process. The City reserves the right to terminate the process if it decides no proposals meet its requirements.

**Points of Clarification**: Throughout the evaluation process, the City reserves the right to seek clarifications from any Proposer.

**Substantially Equivalent Scores**: In the event that the top two Proposers receive the same total score, the contract will be awarded to that Proposer who, in the opinion of the City, best meets the City needs.

## E. Proposer Responsibility

When determining whether a proposer is responsible, or when evaluating a proposal, the following factors may be considered, any one of which will suffice to determine whether a proposer is responsible or the proposal is the most advantageous to the City:

1. The ability, capacity and skill of the proposer to perform the contract or provide the service required.
2. The character, integrity, reputation, judgment and experience of the proposer.
3. Whether the proposer can perform the contract within the time desired.

4. The quality of performance of similar contracts or services, including, but not limited to, the proposer's failure to perform satisfactorily or complete any written contract. The City's termination for default of a previous contract with a proposer shall be deemed to be such a failure.

5. The previous and existing compliance by the proposer with laws relating to the contract or services.

6. Evidence of collusion with any other proposer, in which case colluding proposers will be restricted from submitting further proposals on the subject project or future tenders.

7. The proposer is not qualified for the work or to the full extent of the proposal.

8. There is uncompleted work with the City or others, or an outstanding dispute on a previous or current contract that might hinder, negatively affect or prevent the prompt completion of the work proposed.

9. The proposer has been convicted of a crime arising from a previous public contract, excepting convictions that have been pardoned, expunged, or annulled.

10. The proposer has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Proposers shall affirmatively disclose to the City all such convictions, especially of management personnel or the proposer as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the City's sole option and discretion, for termination for default subsequent to award or execution of the contract.

11. There is evidence that the proposer will be unable, financially or otherwise, to perform the work.

12. At the time of proposal opening, the proposer is not authorized to do business in Washington, or otherwise lacks a necessary license, registration or permit.

13. Such other information as may be secured having a bearing on the decision to award the contract.

14. Any other reason deemed proper by the City.

**City of Everett**
**REQUEST FOR PROPOSALS**
**Proposal 2015-097**
**Ambulance Transport Services**
**ATTACHMENT A – PROPOSAL CERTIFICATION FORM**

Proposers must return the following certification with their proposals.

With my signature, I certify the following:

1. I am authorized to commit my firm to this Proposal and that the information herein is valid for 90 days from this date.

2. That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.

3. That I have had an opportunity to ask questions regarding this RFP and that those questions have been answered.

4. That I understand that any material omission of required forms or information may result in rejection of this proposal as non-responsive.

5. That this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this proposal, and is in all respects fair and without collusion or fraud.

Proposer Signature _____ Date _____

Name (printed) _____ Title_____

Company _____

Address _____

Phone_____Fax_____

Email Address_____

**City of Everett**
**REQUEST FOR PROPOSALS**
**Proposal 2015-097**
**Ambulance Transport Services**
**ATTACHMENT B – PROPOSAL QUESTIONNAIRE**

A. Proposer Qualifications
- Legal business statue (i.e., partnership, corporation, etc.);
- Number of years in business;
- Other or prior business names;
- Business partners in the last five years;
- Service Areas: List every service area your firm currently serves, and every service area your firm has served within the previous five years. Indicate the type of service(s) provided to each service area, the average unit hours per week, whether the service(s) was bound by contract and with whom, and whether such contract was competitively awarded.
- Cancelled Contracts: List any emergency and non-emergency BLS ambulance contracts that have been terminated with or without cause by your firm and/or the contracting agency prior to the end term of the contract within the previous ten years. Describe the circumstances of the termination, and provide the name, address, telephone number, and contact person of the contracting agency
- Last two years history of response time compliance fines monthly for each contracted business unit;
- Describe your organization's experience working with the fire service and other public entities.

B. Financial/Budgets
- Financial Statements: Provide a copy of your firm's audited Balance Sheet, Income Statements, and Cash Flow statements if available for the years 2013 and 2014.
- Document your organization's access to working capital, including the finance of equipment needed to service a system such as the one in the City of Everett.
- Provide detailed information on the full costs of your proposed service. Include projections for the first three years of operation. Use Attachment 1 – Ambulance Proposed Operating Budget.
- Provide the projected revenue from ambulance service billing for each or the first three years.

C. Response Time
- Supply supporting documentation to demonstrate your organization's ability to meet the response time criteria. Describe the procedures, including monitoring and verification procedures, to be used to record and analyze response time statistics.
- Describe record keeping and statistical analyses to be used to identify and correct response time performance problems.
- Describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.

D. Deployment Plan

The initial deployment plan shall be maintained for at least the first three months of operations. For this plan:

- Describe proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week.
- Describe 24-hour and system status management strategies.
- Describe mechanisms to meet the demand for emergency ambulance response exceeding peak periods of normal daily peak response (125%) or unexpected periods of unusually high call volume (i.e., MCI or other disaster).
- Describe how a surge during a disaster would be managed, where resources would come from, and how long would they would take to arrive in Everett.
- Describe the full-time and part-time work force necessary to fully staff ambulances identified in the deployment plans.
- Describe ambulance shifts and criteria to be used in determining shift length.
- Describe any mandatory overtime requirements.

E. Personnel/Hiring

- Describe the management structure of your company and indicate which key personnel would be directly involved in servicing a contract with the City of Everett. For key personnel, include names, titles, contact information, and a brief description of their duties.
- Describe work schedules, shift assignments, and policies including those related to workload protection, and any audit criteria related to work schedules and working conditions.
- Describe how you measure workload and fatigue for ambulance crews.
- Include a copy of personnel compensation/benefits package for nurses, EMTs,
- and dispatchers in this proposal. Use Attachment 2 -- Ambulance Employee Compensation and Benefits.

F. Dispatch/New World Systems

- Describe the necessary dispatch and communications equipment your firm shall furnish for the provision of emergency and non-emergency BLS services for the City of Everett. Include:
    - Dispatch/communications equipment, radios, and telephone systems;
    - Computer Assisted Dispatch (CAD) system equipment (hardware and software) and its compatibility with New World Systems;
    - Proposed communication infrastructure enhancements (such as CAD upgrades, mobile data terminals, automatic vehicle locators, etc.);
    - Other equipment and software as needed.
- Describe your firms plan for using an AVL/GPS (Automatic Vehicle Locator/Global Positioning Satellite) system that tracks the location and status of your firm's available ambulance units.

G. Billing/Collection System

- Describe your billing and collection system.

- Provide a copy of your financial hardship policy.
- Provide a copy of a billing late notice.

H. Reporting
- Response Time Performance Report: Provide a sample of a monthly report detailing your firm's response time performance for the City of Everett.

I. Patient Care Documentation
- City of Everett requires the ability to transfer patient data electronically from City of Everett providers (Everett Fire) to the contractor's providers. The preferred software for electronic Patient Care Reports (ePCRs) is ESO Solutions. Describe how your firm will provide for electronic transfer of patient information between City of Everett providers and the contractor's providers.

J. Transport Fees
- Submit the completed Attachment 3 - Proposed Transport Fees. This should include listing the rates for ALS, BLS and Critical Care (nurse) transports, inclusive of all supplies used.
- Include a statement committing that the transport fees contained in the proposal will not be increased for at least one year from the commencement of the contract.

K. Operations Startup
- Describe how your organization would manage the startup of services with the planned timeframe from the contract approval to implementation. Include changes to:
  - Fleet and other equipment;
  - Communications hardware and software;
  - Staff and key personnel.
- Provide a timeline of key points to accomplish startup.
- Identify components of the proposed service which will not be in place at the start of the contract, and deadlines for when those components will be in place.
- Bariatric Response Unit: See section 6.9 of the Contract

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**City of Everett**
**REQUEST FOR PROPOSALS**
**Proposal 2015-097**
**Ambulance Transport Services**
**ATTACHMENT C – FEE PROPOSAL FORMS**

In the spaces provided, indicate the rates your firm proposes to charge patients or responsible third parties for emergency and non-emergency BLS transports in response to requests from SFD.

The rates shall be all inclusive and shall be the sole compensation for services rendered under the Agreement. There shall be no additional charges to the patients or third parties (e.g., for disposal supplies). The City, local tax support, or subsidy shall not fund any services provided by the vendor.

The rates are based on the contract in the RFP. The rates shall remain firm and fixed for the first year of the Agreement. Thereafter, the contractor may request annual adjustments based on the CPI.

**BLS - Non-Emergency**
Base Rate per Transport: $_____ Mileage Rate per mile $_____

**BLS - Emergency**
Base Rate per Transport: $_____ Mileage Rate per mile $_____

**ALS - Emergency**
Base Rate per Transport: $_____ Mileage Rate per mile $_____

**Critical Care (Nurse)**
Base Rate per Transport: $_____ Mileage Rate per mile $_____

_____
Company Name

_____
Signature and Date

_____
Title

Proposed Operating Budget

| **Proposer:** | | Year: 1 2 3 |
|---|---|---|
| Personnel | Expenses | |
| *Nurses* | | |
| - Wages | $ | |
| - Benefits | $ | |
| *EMTs* | | |
| - Wages | $ | |
| - Benefits | $ | |
| *Other Personnel* | | |
| - Wages | $ | |
| - Benefits | $ | |
| | Subtotal | |
| Vehicles | | |
| - Fuel | $ | |
| - Repair and Maintenance | $ | |
| - Equipment lease/depreciation | $ | |
| | Subtotal | |
| Medical Equipment/Supplies | | |
| - Supplies | $ | |
| - Equipment lease/depreciation | $ | |
| - Repair and maintenance | $ | |
| | Subtotal | |
| Other | | |
| - | $ | |
| - | $ | |
| - | $ | |
| - | $ | |
| - | $ | |
| | Subtotal | |
| | Grand Total | |

**Ambulance Employee Compensation and Benefits**

**Nurse Compensation Package**

| | | New Employee | After 2 Years Employment | After 5 Years Employment |
|---|---|---|---|---|
| Hourly Wage (straight time): | | | | |
| | Lowest | | | |
| | Highest | | | |
| | Median | | | |
| Average number of hours per week for full-time: | | | | |
| Average gross earnings per year for full-time: | | | | |
| Paid Vacation (days per year) | | | | |
| Paid Holidays (days per year) | | | | |
| Sick Leave (days per year) | | | | |
| Paid Cont. Ed. (days per year) | | | | |
| Uniform Allowance (per year) | | | | |
| Tuition Reimbursement (per year) | | | | |

**Health Care**

| | | | |
|---|---|---|---|
| Medical | | | |
| % covered | | | |
| $ deductible | | | |
| Dental | | | |
| % covered | | | |
| Optical | | | |
| % covered | | | |

Other Benefits

Describe any of the following that are provided (include separate sheets, brochures, or other attachments):

| | |
|---|---|
| Stock options | Career development |
| Profit sharing | Pension plan |
| Day-care services | Other benefits |

**Ambulance Employee Compensation and Benefits**

**Emergency Medical Technician Compensation Package**

| | New Employee | After 2 Years Employment | After 5 Years Employment |
|---|---|---|---|
| Hourly Wage (straight time): | | | |
| Lowest | | | |
| Highest | | | |
| Median | | | |
| Average number of hours per week for full-time: | | | |
| Average gross earnings per year for full-time: | | | |
| Paid Vacation (days per year) | | | |
| Paid Holidays (days per year) | | | |
| Sick Leave (days per year) | | | |
| Paid Cont. Ed. (days per year) | | | |
| Uniform Allowance (per year) | | | |
| Tuition Reimbursement (per year) | | | |

**Health Care**

| | | | |
|---|---|---|---|
| Medical | | | |
| % covered | | | |
| $ deductible | | | |
| Dental | | | |
| % covered | | | |
| Optical | | | |
| % covered | | | |

Other Benefits

Describe any of the following that are provided (include separate sheets, brochures, or other attachments):

Stock options
Profit sharing
Day-care services
Career development
Pension plan
Other benefits

**Ambulance Employee Compensation and Benefits**

**Dispatcher Compensation Package**

| | | New Employee | After 2 Years Employment | After 5 Years Employment | |
|---|---|---|---|---|---|
| Hourly Wage (straight time): | | | | | |
| | Lowest | _____ | _____ | _____ | |
| | Highest | _____ | _____ | _____ | |
| | Median | _____ | _____ | _____ | |
| Average number of hours per week for full-time: | | | _____ | | |
| Average gross earnings per year for full-time: | | _____ | | | |
| Paid Vacation (days per year) | _____ | _____ | _____ | | |
| Paid Holidays (days per year) | _____ | _____ | _____ | | |
| Sick Leave (days per year) | _____ | _____ | _____ | | |
| Paid Cont. Ed. (days per year) | _____ | _____ | _____ | | |
| Uniform Allowance (per year) | _____ | _____ | _____ | | |
| Tuition Reimbursement (per year) | | _____ | _____ | _____ | |

**Health Care**

| | | | | | |
|---|---|---|---|---|---|
| | Medical | | | | |
| | % covered | _____ | _____ | _____ | $ |
| deductible | _____ | _____ | _____ | | |
| | Dental | | | | |
| | % covered | _____ | _____ | _____ | |
| | Optical | | | | |
| | % covered | _____ | _____ | _____ | |

Other Benefits

Describe any of the following that are provided (include separate sheets, brochures, or other attachments):

- Stock options
- Profit sharing
- Day-care services
- Career development
- Pension plan
- Other benefits