

CITY OF BELLEVUE



**REQUEST FOR PROPOSAL
RFP #06-122
Basic Life Support Ambulance Transport Services**

Release Date: November 9, 2006
Due Date and Time: November 28, 2006, 4:00 p.m.

REQUEST FOR PROPOSAL

Notice is hereby given that proposals will be received by the City of Bellevue, Washington for:

RFP #06-122
Basic Life Support Ambulance Transport Services

by filing with the Service First Desk, 450 110th Avenue NE, Bellevue, Washington, 98004 until:

Date: November 28, 2006

Time: 4:00 p.m.

Proposals submitted after the due date or time will not be considered. Contractors accept all risk of late delivery of mailed proposals regardless of fault.

A detailed Request for Proposal (RFP) document, including general information, terms and conditions, requested services, and the proposal evaluation process is available from the City's Contracting Services Office located at the above address or by calling (425) 452-7876. The RFP is also available on the City's website at www.cityofbellevue.org under "Find", "Bid Information" and "RFP Opportunities".

The City of Bellevue reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The City is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, disability, or sexual orientation. The successful Contractor must comply with the City of Bellevue's equal opportunity requirements.

Dated this 6th day of November, 2006

Jamie Robinson
Contracting Services Supervisor

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Section 1. General Information

1.01 Introduction

Bellevue is located three miles east of Seattle, between Lake Washington and Lake Sammamish, and about ten miles west of the foothills of the Cascade Mountains. The City's resident population of 117,000 and daily workforce of about 130,000 make it Washington's fifth-largest city. Bellevue is a prosperous, increasingly diverse city that has evolved from a "bedroom community" into the economic and cultural hub of the Seattle area's eastside. The City has developed its downtown core into a major business and retail center while maintaining the safe, comfortable family neighborhoods for which it has long been popular.

1.02 Purpose of RFP

The Bellevue Fire Department is requesting proposals from private ambulance companies to become the single contract provider of BLS transport services, working under the direct supervision of the Fire Department and within the Bellevue Fire Department's entire service area.

In submitting this solicitation to the private ambulance community, the Department hopes to: a) maximize the availability of all of its available Fire Department resources, b) ensure uniform and consistent availability of BLS transport resources, c) ensure uniform and consistent ambulance response times to all portions of the service area at all times of the day, d) ensure private ambulance availability during times of disaster, and e) ensure consistent ambulance rates for all citizens within the area served by the Bellevue Fire Department.

The term of any Agreement resulting from this solicitation shall be three (3) years. The Department does not guarantee a volume of business. Actual volume will depend upon demand for service and the successful Contractor's performance.

1.03 Background

The Bellevue Fire Department coverage area encompasses nearly 40 square miles and has a population of approximately 137,000. The organization provides a variety of life-safety services to City residents, as well as those who live in several other surrounding communities including Beaux Arts, Clyde Hill, Hunts Point, King County Fire District #14, Medina, Newcastle, and Yarrow Point.

Today, the Bellevue Fire Department consists of 200 firefighters and 20 staff. The full time firefighters work 24-hour shifts out of nine fire stations located in Bellevue. The Fire Department has a minimum of forty five (45) firefighters, paramedics and officers on-duty during each 24-hour period.

The Fire Department's nine fire stations are staffed with a company officer (Captain or Lieutenant) and a minimum of two firefighters. They will cross-staff the apparatus consisting mostly of an engine and aid car. Two fire stations have a Light Force (tandem ladder truck and pumper) and several stations have specialized equipment that is staffed on an as-needed basis. A Battalion Chief supervises each shift.

In addition to fire suppression, members of the Bellevue Fire Department are responsible for EMS response, hazardous material mitigation, technical rescue response, disaster services, advanced life support services, and fire prevention activities.

The Department will respond to approximately 17,000 calls in 2006 and of those calls approximately 70% (12,000) will be for EMS.

In addition to their first-response duties for EMS and fire incidents, Bellevue Fire Department aid units have also been providers of BLS transport services within the Bellevue Fire Department's service area for nearly 40 years. As part of a plan to keep existing Fire Department resources available for initial and subsequent emergency response, the Department will augment current patient transport capabilities by utilizing private BLS patient transport services, allowing the Department resources to be available to meet increasing requests for emergency response.

1.04 Definitions

For purposes of clarity and consistency, the following words shall have the described meanings in this RFP unless the context clearly requires a different meaning.

Ambulance Unit means the vehicle and personnel provided by the Contractor responding to a request for BLS service.

At Scene Time means the point in time when the ambulance unit reports it is physically stopped at the correct incident location. In situations where the ambulance 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 the scene by that ambulance unit.

Basic Life Support (BLS) means non-invasive emergency medical treatment services as defined in RCW 18-73 and WAC 246-976.

City means the applicable City requesting the services.

Agreement means the contract to be entered into for services between the City of Bellevue and the Contractor who submits the proposal accepted by the City.

Contract Administrator shall mean the City of Bellevue Fire Chief or designee.

Contractor means any person, corporation, or other legal entity that operates an ambulance for hire and in compliance with Federal, State, County, and Department rules and regulations.

Emergency Incident Code Red Response means for the purposes of the Agreement, a BLS level of service with lights and sirens in which the Contractor begins as quickly as possible to take the steps necessary to respond to the request from the Bellevue Fire Department.

Fire Department or Department means Bellevue Fire Department.

Fire Official means the Fire Chief or the Fire Chief's designee.

Incident Commander means the Fire Department person in charge of the emergency response at an incident.

Liquidated Damages means the amount of money specified in the Agreement to be awarded to the City of Bellevue Fire Department in the event the Agreement is violated. Liquidated damages shall apply to response time standards in the amount to be provided within the provisions and terms of the Agreement and shall not be considered punitive.

Non-Emergency Code Yellow Response means for the purposes of the Agreement, a BLS level of service without lights and sirens in which the Contractor begins as quickly as possible to take the steps necessary to respond to the request from the Bellevue Fire Department.

Performance Standards are those standards as required in Subsection 3.05 of this RFP.

Region means the geographical boundaries of the Bellevue Fire Department's service area, King County, Washington.

Request Received means the point in time when the incident address is confirmed by the Contractor's dispatcher or when the incident information enters the waiting incidents queue of the Contractor's dispatch system.

Response Time means the time interval from when the Contractor's dispatcher receives a request for service to the time an ambulance unit arrives at the scene of the incident.

RFP means this Request for Proposal.

1.05 RFP Coordinator/Communications

Upon release of this RFP, all Contractor communications should be made in writing and directed to the RFP Coordinator listed below. Unauthorized contact with other City or Department employees regarding this RFP may result in disqualification.

Name: B.C. Mike Remington
Address: Bellevue Fire Department
450 110th Avenue NE
Bellevue, WA 98004
Telephone: (425) 452-6982
E-mail: mremington@bellevuewa.gov

1.06 Preliminary Schedule

These dates are estimates and are subject to change by the City.

Event	Date
RFP Release	November 9, 2006
Pre-Submittal Meeting	November 20, 2006
Proposal Responses Due	November 28, 2006
Proposal Evaluation Complete	December 6, 2006
Announce Apparently Successful Contractor	December 8, 2006
Contract Negotiations Complete	December 15, 2006
City Council Approval of Contract	January 2, 2007
New Contract in Place	January 3, 2007

1.07 Response Format

Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposals should be on completeness, clarity of content, and adherence to the presentation structure required by the RFP.

Contractor proposals must be submitted in the format specified below. Contractors that deviate from this format may be deemed non-responsive.

1.08 Completeness of Proposal

The Contractor must submit a completed **FORM #1 PROPOSAL FORM** signed by a Contractor representative authorized to bind the proposing firm contractually. The Contractor must identify on the form any exceptions the Contractor takes to the City's RFP, or declare there are no exceptions taken. The Contractor shall also complete and sign where indicated **FORM #2 COMPANY INFORMATION, FORM #3 CLIENT REFERENCES, FORM #4 NON-COLLUSION CERTIFICATE, FORM #5 AFFIDAVIT OF EQUAL OPPORTUNITY COMPLIANCE**, and all other documentation as outlined in the Request for Proposal.

1.09 Proposal Response Date and Location

Proposals must be submitted to the City of Bellevue's SERVICE FIRST DESK no later than 4:00 p.m. November 28, 2006. The official clock for submission of proposal responses is located at the SERVICE FIRST DESK (address listed below). All proposals and accompanying documentation will become the property of the City and will not be returned. Contractors accept all risk of late delivery of mailed proposals regardless of fault.

Office Location
Bellevue City Hall
First Floor, SERVICE FIRST DESK
450 110TH Avenue NE
Bellevue, WA 98004

Mailing Address
City of Bellevue
Finance Department/Contracting Services
PO Box 90012
Bellevue, WA 98009-9012
Phone: (425) 452-7876

1.10 Required Number of Proposals

Six (6) originals of the Contractor's proposal must be received by the date and time listed in Subsection 1.09. Proposals shall be submitted in a sealed envelope and must be clearly marked:

RFP #06-122
Basic Life Support Ambulance Transport Services

No facsimile or e-mailed proposals will be accepted.

1.11 Pre-Submittal Meeting

A pre-submittal meeting will be held on Monday, November 20, 2006 from 9:00 to 11:00 a.m. in conference room 1E-120 of Bellevue City Hall, 450 110th Avenue NE, Bellevue. WA. Oral questions and/or clarifications will be answered at this time.

1.12 Contractor's Cost to Develop Proposals

Costs for developing proposals in response to the RFP are entirely the obligation of the Contractor and shall not be chargeable in any manner to the City.

Section 2. Terms and Conditions

2.01 Questions Regarding the RFP

Requests for interpretation/clarification of the RFP document must be made in writing and submitted to the RFP Coordinator. All oral communications will be considered unofficial and non-binding on the City.

2.02 RFP Amendments

The City reserves the right to request any respondent to clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

The City reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP. It is the Contractor's responsibility to check the City's website for issuance of any amendments prior to submitting a proposal response.

2.03 Withdrawal of Proposal

Provided notification is received in writing, proposals may be withdrawn at any time prior to the proposal response date and time specified in Subsection 1.09. Proposals cannot be changed or withdrawn after the time designated for receipt.

2.04 Rejection of Proposals

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the City.

2.05 Proposal Modification and Clarifications

Modification of a proposal already received will be considered only if the request is received prior to the proposal response deadline. All modifications must be made in writing, and executed and submitted in the same form and manner as the original proposal.

2.06 Proposal Validity Period

Submission of a proposal will signify the Contractor's agreement that its proposal and the content thereof are valid for 180 days following the proposal response deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the Agreement negotiated between the City and the successful Contractor.

2.07 Proposal Signatures

- 1) An authorized representative must sign proposals, with the Contractor's address and telephone information provided. Unsigned proposals will not be considered.
- 2) If the proposal is made by an individual, the name, mailing address, and signature of the individual must be shown.
- 3) If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
- 4) If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
- 5) The City reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the Contractor's proposal to be rejected as non-responsive.

2.08 Contract Negotiation

City representatives may review in detail all aspects of the requirements and the submittal as part of the contract negotiation process prior to any formal authorization of a contract by the City.

2.09 Public Records

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in

response to this RFP (the “documents”) become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the City receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to the City (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by the City within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

2.10 Business Registration and Taxation

The Contractor awarded the Contract will be subject to City of Bellevue Business Registration and Business Taxation as presented in Chapter 4.20 and 4.08 of the Bellevue City Code. Questions about the City’s Business and Occupation (B&O) Tax should be directed to the City’s Tax Office at (425) 452-6851.

2.11 Non Endorsement

As a result of the selection of a Contractor to supply products and/or services to the City, Contractor agrees to make no reference to the City in any literature, promotional materials, brochures, sales presentations or the like without the express written consent of the City.

2.12 Non-Collusion Certificate

Proposals submitted in response to this RFP shall include the Non-Collusion Certificate.

2.13 Insurance Requirements

The City will require the selected Contractor to comply with the insurance requirements as listed in **ATTACHMENT “B”** and **SPECIAL RIDER**. Questions regarding insurance requirements can be discussed with the City’s Risk Management Office, (425) 452-2011. If your company’s insurance coverage does not meet the minimum levels required by **ATTACHMENT “B”** and the **SPECIAL RIDER**, please so state your exception to this requirement at **4. Exceptions** on the **FORM #1 PROPOSAL FORM**.

2.14 Asbestos or Hazardous Materials Abatement Work

If Asbestos abatement or hazardous materials work is performed, Contractor shall review the scope of work with the City’s Risk Manager and provide insurance coverage limits appropriate for the scope of work. No asbestos abatement work will be performed until coverage is approved by the City’s Risk Manager. **NOTE:** No asbestos or hazardous material work is anticipated under any Agreement resulting from this RFP.

2.15 Equal Opportunity Requirements

The City is an equal opportunity employer and requires all Contractors to comply with policies and regulations concerning equal opportunity.

The Contractor, in the performance of the Contract, agrees not to discriminate in its employment because of an employee’s or applicant’s race, religion, national origin, ancestry, sex, age, physical handicap, or sexual orientation.

2.16 Other Compliance Requirements

In addition to the nondiscrimination and affirmative action compliance requirements previously listed, the Contractor awarded a Contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

2.17 Ownership of Documents

Any reports, studies, conclusions, and summaries prepared by the Contractor shall become the property of the City.

2.18 Confidentiality of Information

All information and data furnished to the Contractor by the City, and all other documents to which the Contractor's employees have access during the term of the Contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

2.18 Hold Harmless

The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's failure to provide worker's compensation coverage or liability coverage.

2.19 Cooperative Purchasing

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies that file an Interlocal Joint Purchasing Agreement with the City of Bellevue may also wish to procure the goods and/or services herein offered by the selected Contractor. The selected Contractor shall have the option of extending its offer to the City of Bellevue to other agencies for the same cost, terms and conditions.

The City of Bellevue does not accept any responsibility for agreements, contracts or purchase orders issued by other public agencies to the Contractor. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. The City of Bellevue accepts no responsibility for the performance of the Contractor in providing goods and/or services to other public agencies nor any responsibility for the payment price to the Contractor for other public agency purchases.

Section 3. Requested Services

3.01 Duration of Services

The total duration of any Agreement resulting from this RFP, including any renewals or extensions, shall not exceed three (3) years.

3.02 Contractor Information

The forms referenced below must be submitted with the Contractor's proposal. **Do not leave any space blank.** Areas that do not apply to Contractor's proposal should be marked "N/A".

FORM #1 PROPOSAL FORM – Complete and sign per instructions.

FORM #2 COMPANY INFORMATION – Complete per instructions

FORM #3 CLIENT REFERENCES - Complete table

FORM #4 NON-COLLUSION CERTIFICATE – Complete and submit notarized certificate

FORM #5 AFFIDAVIT OF EQUAL OPPORTUNITY COMPLIANCE – Complete per instructions

3.03 Performance Expectations

If the Contractor has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as a notice to stop performance due to the Contractor's non-performance or poor performance, and was either (a) not litigated; or (b) litigated and such litigation determined the Contractor to be in default.

Submit full details of all terminations for default experienced by the Contractor during the past five years; including the other party's name, address, and telephone number. Present the Contractor's position on the incident. The City will evaluate the facts and may, at its sole discretion, reject the Contractor's proposal if the facts discovered indicate completion of a Contract resulting from this RFP may be jeopardized by selection of the Contractor.

If the Contractor has experienced no such termination for default in the past five years, so declare.

If the Contractor has had a contract terminated for convenience, non-performance, non-allocation of funds or any other reason, which termination occurred before completion of the contract, during the past five years, describe fully all such terminations, including the name, address and telephone number of the other contracting party.

A Contractor response that indicates the requested information will only be provided if and when the Contractor is selected as the apparently successful Contractor is not acceptable. Restricting the Contractor's response to include only legal actions resulting from terminations for default is also not acceptable.

3.04 Detailed Cost Proposal

The Contractor's proposal shall include direct and indirect costs to complete all tasks identified in Subsection 3.05 Performance Standards. A cost breakdown shall be provided on **FORM #1 PROPOSAL FORM** and should identify:

- BLS Non Emergency Transport
- Mileage Rate for BLS Non Emergency Transport
- BLS Emergency Transport
- Mileage Rate for BLS Emergency Transport
- Maximum Annual Escalation Rate
- Other Charges (if any)

3.05 Performance Standards

3.05.1 Scope of Work

The contractor agrees the Fire Department is the sole and exclusive provider of initial BLS services within the Department's service area and encompasses all calls generated by the 911 system.

The Contractor may do other work within the Department's service area (e.g., scheduled transports, nonambulance 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 primary service responsibilities to the Department.

3.05.2 Business and State of Washington EMS License

The Department will require the selected Contractor obtain a current business license to operate as a business within the State of Washington as now enacted or hereafter amended for the duration of the Agreement. Individual cities within the Bellevue Fire Department service area may require individual business licenses in order to comply with local rules and ordinances. The selected Contractor shall obtain and maintain the applicable business licenses and meet all conditions of applicable local or county code throughout the duration of the Agreement. The Contractor shall also have and maintain a State of Washington issued Ambulance Transportation License meeting or exceeding all statutory requirements in compliance with the EMS License.

A copy of all licensing documents shall be submitted to the **Bellevue Fire Department** annually or as the updated document is received.

3.05.3 Standard of Care

The Contractor shall continuously meet or exceed the patient care performance standards as provided by State law and the most current King County Patient Care Guidelines for Basic Life Support. Additionally, the Contractor shall have its own Medical Director to ensure compliance with the County Patient Care Guidelines. In the event there are conflicts among these standards, the controlling standard shall be State law, then the King County Patient Care Guidelines, and then the Contractor's Medical Director.

3.05.4 First Responder

The Contractor agrees it is the responsibility of the Bellevue Fire Department to provide rapid initial BLS response to all requests for medical assistance. Advanced Life Support (ALS) response is the responsibility of the Bellevue Fire Department or other ALS providers within the King County Medic One System. Advanced Life Support Transport shall be available upon request of the Department for general transport purposes and as a primary responder in disaster or other large events requiring support from the Contractor. Except when authorized by the Department, the Contractor shall not provide rapid initial BLS or ALS response to medical emergencies within the Bellevue Fire Department service area.

When the Contractor arrives at an incident scene in response to Bellevue Fire Department's request, the Contractor's personnel shall report to the Incident Commander, or his/her designee, in charge of the emergency who shall, when appropriate, designate the mode of transportation and the hospital to be utilized. Patients in life-threatening, potentially life-threatening, or non-life-threatening conditions shall be transported to area hospitals as directed by the Bellevue Fire Department.

In the event the Contractor receives a direct request for emergency medical assistance, the Contractor shall immediately notify the Eastside 911 Communications Center so that a Fire Department first response can be initiated.

In the event a non-life-threatening emergency being handled by the Contractor becomes an emergency requiring Advanced Life Support care, the Contractor shall immediately notify the Eastside 911 Communications Center so an Advanced Life Support emergency response can be initiated.

3.05.5 Special Request from the Department

Bariatric Patients. At times, the Fire Department will request a Bariatric Transport unit from the Contractor. During this event, the Response Time requirement in Subsection 3.05.12 will be waived.

Hazardous Materials Response and Transportation. The Department may, at times, require a patient or Fire Department employee be transported after contamination by a hazardous material or bio-hazard to an appropriate medical facility. Under these conditions, it is imperative the Contractor have a mechanism in place during and after transport to protect the attending Contractor employees and adequate resources to decontaminate the transport unit prior to placing that unit available for continued use.

3.05.6 Patient Care Performance Standards Monitoring

The Contractor shall ensure its personnel complete documents related to responses and patient care, including, but not limited to, Pre-Hospital Care Reports (PCRs), Against Medical Advice Summary Audits (AMA), and ambulance response failure/unusual occurrence forms. Such documents shall be made available to the Department upon request. The Contractor shall provide to the Bellevue Fire Department by the 10th day of each calendar month a report summarizing its patient care performance during the preceding month. Monthly, during the first three months of operation, and quarterly thereafter, the Contractor and the Bellevue Fire Department shall meet 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 an arena to confer about patient care performance on the part of the Contractor or Bellevue Fire Department.

3.05.7 Refusal of Transport

The Contractor shall not refuse to transport any person, when such person is determined by the Bellevue Fire Department Incident Commander to fall under the category of having a life-threatening, potentially life-threatening, other medical emergency, medical urgency, or a medical condition requiring transportation. Charges for services shall be made only to a patient actually transported by Contractor. Under no circumstances shall the Department have any liability whatsoever for the Contractor's transportation of the patient, or cost incurred by the Contractor whether or not they transport.

3.05.8 Transport Protocol

The Contractor shall transport a patient to a medical facility or hospital as directed by Bellevue Fire Department personnel or to a hospital of the patient's choice. If a specific hospital is designated by Hospital Control in a multiple casualty incident or by a paramedic or higher medical authority at the scene of the emergency, the Contractor shall transport the patient to that facility. All patients in life-threatening, potentially life-threatening, or other serious medical emergencies may be transported to area hospitals by Bellevue Fire Department aid units, medic units, or ambulances as determined by the Bellevue Fire Department Incident Commander.

3.05.9 Traffic Control Devices

The Contractor shall not install or operate any device or means on its units that can be utilized to control traffic signaling devices, including, but not limited, to Opticomms and other similar traffic controlling devices.

3.05.10 Contractor Vehicle Maintenance Records Inspection, Personnel Training Records

Bellevue Fire Department shall, on an annual basis or as often as may reasonably be deemed necessary, inspect the vehicle maintenance and personnel training records of the Contractor for compliance, correction of deficiencies and to ensure compliance under the Agreement and in accordance to Subsections 3.05.19 and 3.05.24.

3.05.11 Response Time Performance

Standards. Every calendar month, the Contractor shall meet or exceed the following standards within the Bellevue Fire Department service area. Response times shall be measured in minutes and seconds, and shall be timed-stamped by the Contractor's computer aided dispatch (CAD) system.

In the event the selected contractor cannot respond to a request for service, the Bellevue Fire Department reserves the right to contact another ambulance company to provide the service.

- **Emergency Incident “Code Red” Response Performance Standard** – The Contractor shall respond to ninety percent (90%) of all Emergency Incident “Code Red” requests within 14 minutes 59 seconds. The maximum response time is 19 minutes 59 seconds on any “Code Red” request. All Emergency “Code Red” responses shall be made with lights and sirens in operation.
- **Non-Emergency Incident “Code Yellow” Response Performance Standard** – The Contractor shall respond to ninety percent (90%) of all Non-Emergency “Code Yellow” requests within 19 minutes 59 seconds. The maximum response time is 24 minutes 59 seconds on any Non-Emergency “Code Yellow” request. All Non-Emergency “Code Yellow” responses shall be made without lights or sirens in operations.

Response Records Inspection. The Bellevue Fire Department shall have the right to request a copy of any response records required to be maintained by the Contractor with a two (2) business day notification to the Contractor.

3.05.12 Performance Incentive

During a calendar month and in the event the Contractor meets or exceeds a ninety-five percent (95%) response rate for emergency and non-emergency responses in its primary coverage area, the Bellevue Fire Department shall waive liquidated damages described in Subsection 3.05.28.1 for that month, provided that during that month the Bellevue Fire Department has not performed BLS transport due to the Contractor exceeding the maximum response time, failing to respond, failing to properly staff or equip unit, failing to report on-scene, or for mechanical failure.

3.05.13 Exemption to Response Time Performance Standards

Exemptions. The Contractor may apply for, and the Bellevue Fire Department may grant, exemptions to response time performance standards in situations beyond the Contractor's control that cause unavoidable delays or no response. The Department shall examine each request for exemption and shall take into consideration traffic, street blockages, severe weather, and other influencing factors. If the Bellevue Fire Department determines the circumstances so warrant, the Fire Department shall grant an exemption of the response from the performance standards. To be eligible for such an exemption, the Contractor shall apply for the exemption with supporting documentation no later than the month following the month of the occurrence. The following subsections describe situations where the Department may grant an exemption.

- **Multiple Unit Response.** In the event two (2) or more ambulance units are simultaneously committed to one (1) incident, the first arriving ambulance unit shall be held to the response time standard. The Department may grant an exemption for each ambulance unit starting with the second unit provided the additional units arrive at the scene within 15 minutes. In the event that two (2) units are independently committed to two (2) independent incidents, both units shall be held to the response time standard.
- **Concurrent Responses.** In the event three (3) or more ambulance units are simultaneously committed to one (1) incident, and one (1) or more additional units are concurrently responding to at least one (1) other separate incident, the Bellevue Fire Department may grant an exemption for each unit starting with the third unit provided the additional units arrive at the scene within 20 minutes.
- **Declared Disaster.** In the event an emergency is declared, as defined by RCW 43.06, the Bellevue Fire Department may grant an exemption for all ambulance units during the declared emergency.

- **Canceled Request.** In the event a request is canceled prior to or at the ambulance unit's arrival on scene for reasons other than exceeding the maximum response time standard, the Bellevue Fire Department may grant an exemption.
- **Response Location Errors.** In the event the Eastside Communications Center provides an inaccurate address, or if the location does not exist, the Bellevue Fire Department may grant a response time exemption, except if the incorrect response is the result of an error made by Contractor's personnel, in that event the Bellevue Fire Department shall not grant an exemption.
- **Response Location Change.** In the event the Bellevue Fire Department changes the incident location and the change delays the ambulance unit's response time because the unit must reroute farther than one (1) block to respond to the call, the Bellevue Fire Department may grant an exemption.
- **Response Delayed by Accident.** In the event the ambulance unit is involved in an accident and cannot continue to respond to the call, the Bellevue Fire Department may grant an exemption.
- **Response Requested to Area Outside Primary Coverage Area.** In the event the Department requests the Contractor respond to an area outside of its primary coverage area, the Bellevue Fire Department may grant an exemption to the Emergency Response Performance Standard on the condition that the Contractor uses diligence to respond to the scene within a reasonable time.

Response Time Performance Monitoring. The Contractor shall provide a report to the Bellevue Fire Department by the 10th day of each calendar month detailing its response time performance for the service area designated in ATTACHMENT A SERVICE AREA MAP, during the preceding month and any applications for exemptions. The Contractor shall document each instance wherein a response resulted in a response time in excess of the response performance standard, and shall detail the reason for such delayed response time. Contractor shall take all steps necessary to eliminate causes of poor response time performance and upon request shall provide the Department with a summary of such corrective actions.

3.05.14 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. The Contractor shall provide to the Bellevue Fire Department by the 10th day of each calendar month a list of all complaints received and their respective dispositions. Copies of such complaints will be made available to the Department upon request. Any complaint received by the Department shall be forwarded to the Contractor for action, and the Contractor shall forward the disposition of the incident to the Department within twenty-one (21) days of receipt.

3.05.15 Dispatch and Communications

Contractor's Dispatch/Communications Equipment and Personnel. The Contractor shall furnish, operate, maintain, replace or upgrade its dispatch and communications equipment, radios, telephone equipment, computer aided dispatch system equipment, including hardware and software, and all other equipment and software necessary for its provision of emergency BLS services.

Computer Aided Dispatching (CAD). The Contractor shall utilize a CAD system to record dispatch information for all requests for service. Contractor's CAD system shall generate, either automatically or through manual entry, a dispatch record using generally accepted coding conventions and time-stamping rules. The Department may require dispatch information to be provided on diskette or modem download for integration and review. The Contractor shall ensure that all dispatching and communications with its ambulance units is conducted in a manner that meets or exceeds all Federal, State, and Local requirements, including Bellevue Fire Department policies and procedures.

AVL/GPS System. The Contractor shall have and maintain an Automatic Vehicle Locator/Global Positioning Satellite System that tracks location and status of all its available ambulance units.

Radio Frequency. The Contractor shall have a radio capable of receiving 800 MHz radio communications from the Eastside Communications Center and the Bellevue Fire Department. The Contractor will provide the primary Bellevue Fire Department to Contractor communications radio for Contractor's use. Access to the radio system will only be allowed between Bellevue Fire Department field units and Contractor's designated dispatch center. Access to the Regional Radio System and authorization to use the designated talk group, will require Contractor to execute a separate agreement with the Eastside Public Safety Communications Agency (EPSCA).

Communications between ambulance supervisor and the Bellevue Fire Department. The Contractor shall return calls from the duty Battalion Chief or Medical Services Officer (MSO) within a ten (10) minute return call time period.

Dispatch Communications. The Contractor shall record and maintain for a minimum of 90 days, by tape or other voice recording media, all radio and telephone communications with and between persons or agencies requesting ambulance service, its units, personnel, and the Eastside Communications Center, including time track. Such recordings and records shall be made available to the Department upon request.

Emergency Alerting Devices. The Contractor shall equip each ambulance unit with installed radio communications equipment capable of notifying ambulance personnel of response needs. In addition, each ambulance unit shall contain at least one (1) portable two-way radio to provide the driver or attendant with alerting and two-way communications capabilities when away from the ambulance unit.

Patch Through Calls. Eastside Communications Center may, at its discretion, patch a 9-1-1 call directly to the Contractor's dispatcher without Bellevue Fire Department performing initial rapid response. The call shall be considered a request for private ambulance service, and shall not be subject to the rates set forth in the Agreement. The Contractor shall respond to the call as a non-urgent, non-emergency request, and shall not be subject to response time standards and response time liquidated damages. If the Contractor's response time will exceed 15 minutes, the Contractor shall notify Eastside Communications Center within 12 minutes. In the event the Contractor's dispatcher determines a first response is required, the call will be immediately patched back to Eastside Communications Center. In the event the Contractor's unit arrives on-scene and determines an ALS response is required, the Contractor shall immediately notify the Eastside Communications Center.

3.05.16 Vehicle Markings and Advertising Restrictions

Markings on ambulance units shall not include seven (7) or ten (10) digit phone numbers or other advertising. The only telephone number allowed is "9-1-1". The Contractor's standard logo, including its name, is permitted. Temporary display applications must be approved by Bellevue Fire Department prior to use. The color on the ambulance shall not create confusion among the public as it relates to the color scheme adopted by the Bellevue Fire Department of white over red or other color schematic that creates confusion among the public as to the origin of the ambulance services. In no circumstances shall the ambulance company utilize the term, "medic", "Medic 1", "Medic One", "Aid Unit", "Fire Department Medical Aid Unit" or "Medical Aid Unit" or similar terminology creating confusion among the public as to the type of agency that is delivering services to a particular area. Ambulance companies shall have the word "Ambulance" on the transport vehicles with the company name and logo. Any change of color schema, logos or other markings on the ambulance or other vehicles owned, leased or operated by the Contractor shall be approved by the Bellevue Fire Department.

3.05.17 Equipment Maintenance

The Contractor shall be solely responsible for furnishing all equipment and parts for the maintenance of vehicles, on board equipment, supplies, and facilities used by the Contractor in performance of its work.

All equipment and supplies used by the Contractor must meet and comply with all standards established by Federal, State, and Local laws, rules, and regulations.

The Contractor shall be responsible for its radio system, channel selection, securing, authorization for use, and the proper operation of the radio system.

3.05.18 Contractor's Personnel

Staffing. For each ambulance unit responding to requests for BLS service, the Contractor shall have at least two (2) personnel who are certified and accredited as Emergency Medical Technicians-B ("EMT-B") or higher certification. MCCU/Advanced life support vehicles shall have as minimum personnel a Registered Nurse or Physician in addition to an EMT.

Conformance to Ambulance Ordinances. Staffing of such transport vehicles shall also conform to the applicable Ambulance Ordinance for any Municipality that is a party to the Agreement.

Character and Competence of Personnel. The Contractor shall ensure ambulance personnel conduct themselves in a professional and courteous manner. The Contractor and all personnel shall maintain a drug-free environment and workplace. The Contractor's personnel shall be competent and shall hold all required licenses, permits and certificates in their respective trades or professions. The Contractor's personnel shall wear uniforms that clearly identify the Contractor's business name as well as the name of the particular employee. All personnel shall have a neat, clean appearance, shall be courteous to patients, shall refrain from unprofessional conduct or the use of foul language, and shall abide by all applicable Federal, State, and Department laws and regulations. The Department may demand the removal of any employee or subcontractor of Contractor, subject to appropriate investigation and determination, for misconduct or incompetent or negligent performance. Such persons shall not be allowed to perform services under the Agreement without the written consent of the Fire Department.

3.05.19 Outside Work

The Contractor may do other work within the Fire Department's coverage area (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 primary service responsibilities to the Department.

3.05.20 Major Emergency and Disaster Response within the Department

Major Emergency or Disaster Declared. In the event the Fire Chief and/or the Bellevue City Manager determine there is a major emergency or disaster, the Bellevue Fire Department may notify the Contractor that the normal course of business under the Agreement may be interrupted. Immediately upon such notification, the Contractor shall commit such resources as are requested by the Bellevue Fire Department, given the nature of the incident, and shall assist in accordance with applicable disaster plans and protocols.

Response Time Performance Standards. The Contractor shall be released by the Department from response time performance standards and liquidated damages until notified by the Department that such disaster assistance may be terminated; provided, however, that the Contractor shall use due diligence to respond to the scene in an expeditious manner.

Department First Priority. The Contractor acknowledges that the Department is entering into a Agreement with the Contractor for the benefit of the public. The Contractor shall consider the Fire Department as a customer of its first priority and shall make its best effort to provide emergency and non-emergency BLS services to the Fire Department in a timely manner. The Contractor shall develop a mechanism 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.

Major Emergency or Disaster Terminated. When major emergency or disaster assistance has been terminated, the Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations.

Incident Response to Other Local Jurisdictions. In the event a Bellevue Fire Department Command Officer determines an incident affects a local or neighboring jurisdiction, the Bellevue Fire Department may notify the Contractor that the normal course of business under the Agreement may be interrupted. Immediately upon such notification, the Contractor may commit such resources as are requested by the Bellevue Fire Department, given the nature of the incident, and shall assist in accordance with disaster plans and protocols applicable in the locality where the disaster has occurred. Normal (i.e., not disaster-related) mutual aid or multi-casualty incident assistance rendered by the Contractor shall be performed in accordance with approved instant aid/mutual aid agreements, and EMS agency policies and procedures. In the course of rendering such instant aid/mutual aid services, the Contractor shall not automatically be exempt from response time standards otherwise imposed by the Agreement. The Contractor shall manage any response to such instant aid/mutual aid requests in a manner that does not jeopardize the Contractor's ability to render response time performance as required herein.

3.05.21 Inspections

Examination and Audit of Records. At any time during normal business hours, and as often as may reasonably be deemed necessary, representatives from the City, Fire Department and the EMS Medical Director(s) may observe the Contractor's operations. Additionally, the Contractor shall make available for 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 the Agreement.

Observe Operations and Ride Along. Representatives from the City and the Fire Department, may, at any time, and without notification, directly observe Contractor's operation of its EMS Communications Center, maintenance facility, and any ambulance unit post location. A City representative and the Fire Department, may, after providing at least five minutes notice, ride as 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 personnel in the performance of their duties and contractual responsibilities, and shall, at all times, be respectful of Contractor's employer/employee relationship.

Time and Notification. The Department'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 to the Contractor in advance of any such visit.

Cooperation. The Contractor will cooperate with and respond to the Bellevue Fire Department, its Operations Staff and the City of Bellevue on all matters related to the provision of emergency and non-emergency BLS ambulance services.

3.05.22 Billing, Collection, and Reporting

The Contractor shall be responsible for all billing and collection functions related to services rendered pursuant to the Agreement. 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, en route, or upon delivery of the patient to a health facility for services rendered.

3.05.23 Contractor Rates

Compensation. The Contractor's sole financial compensation for services rendered under the Agreement shall be the rates billed and collected from patients and responsible third parties. The City of Bellevue Fire Department, Fire District 14 and applicable cities, districts, local taxes, or subsidies shall not fund any services provided by Contractor.

Rates. The Contractor's rates are 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 to the City pursuant to Subsection 3.05.27. The maximum annual escalation rate shall become effective on July 1 of each year starting with the year 2007.

Rates to be filed. The Contractor shall file with the Fire Chief its schedule of rates to be charged for services during the period of the Agreement. The schedule of rates shall be subject to inspection and a matter of public record under the Public Disclosure Act.

Rate Changes. Any rate changes requested by the Contractor shall be submitted first to the Department for a thirty (30) day comment period prior to implementation by the Contractor.

The Department reserves the right to adjust the Contractors rates during this thirty (30) day comment and review period based on the information received from the public, market research or other mechanisms to determine fair market value for ambulance transportation services as defined by the Agreement.

Rates to Apply to Local Market. Rates as presented and approved by the Fire Department shall be rates applicable to the local Seattle area market.

3.05.24 Contractor Payments to the City of Bellevue Fire Department

Monthly Payment. By the 10th day of every calendar month, the Contractor shall make a payment of \$3,000.00 per month to the Fire Department. Payment shall be made payable to the "The City of Bellevue Fire Department" to cover the Department's costs of administering the Agreement. Such costs include, but are not limited to, the following:

- The Department's costs associated with monitoring Contractor's compliance with the Agreement; and
- The Department's incremental costs associated with medical control.

Adjustment for Inflation. The monthly payment amount shall be annually adjusted in August starting the second year of the Agreement (and in August of subsequent years of the Agreement) using the preceding calendar year's annual Consumer Price Index for all urban consumers in the Seattle-Tacoma-Bremerton metropolitan area as determined by the U.S. Department of Labor, Bureau of Labor Statistics, to eliminate the effects of inflation.

3.05.25 Liquidated Damages

3.05.25.1 Provisions Thereof

The Contractor shall pay the following sums, not as a penalty, but as liquidated damages for failure to meet or exceed patient care performance standards and transport protocols or for failure to satisfactorily perform other duties under the Agreement. The City and the Contractor agree that the City's damages would be difficult to prove in any litigation and that these sums are a reasonable estimate of the damages sustained by the City as a result of the Contractor's failure to satisfactorily perform its duties under the Agreement. Nothing in this section shall be construed to limit any remedies, including termination, provided for herein with respect to any non-performance, breach, or default by the Contractor. Each and every call that does not adhere to the scope of services - 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 Department. The Department 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 Department 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 made payable to "The City of Bellevue Fire Department" Liquidated damages shall include, but are not limited to the following:

Action or Omission	Liquidated Damage
For any Code Red emergency response to a request that exceeds 14 minutes, 59 seconds	The Contractor shall be assessed liquidated damages at a rate of one hundred dollars (\$100) per minute or fraction thereof, for each minute to a maximum of five hundred dollars (\$500).
For any Code Yellow emergency response to a request that exceeds 19 minutes, 59 seconds	The Contractor shall be assessed liquidated damages at a rate of one hundred dollars (\$100) per minute or fraction thereof, for each minute to a maximum of five hundred dollars (\$500).
For any individual response exceeding the maximum response time, or being cancelled due to exceeding the maximum response time	The Contractor shall be assessed liquidated damages of five hundred dollars (\$500) per incident. This \$500 per incident assessment would be exclusive and not in addition to the Code Red and Code Yellow response assessments noted above.
In the event the Contractor fails or is unable to respond	The Contractor shall be assessed liquidated damages of five hundred dollars (\$500) per incident.
In the event the Contractor fails to staff any ambulance unit pursuant to Subsection 3.05.20	The Contractor shall be assessed liquidated damages of five hundred dollars (\$500) per unit hour or portion thereof.
In the event the Contractor fails to arrive in a timely manner and the Fire Department transports the patient.	The Contractor shall be assessed liquidated damages of five hundred (\$500) per incident.
In the event Contractor fails to furnish required information, reports, or documentation within the time period specified by the Agreement or by the Department's request.	The Department may, at its option, impose liquidated damages of fifty dollars (\$50) per day for each item of such information, report, or document. Such liquidated damages shall not be applied in cases where the cause of such reporting deficiency was beyond the Contractor's reasonable control.
If an ambulance vehicle experiences a mechanical failure (breakdown) while transporting a patient to a hospital.	The Contractor shall be assessed liquidated damages of five hundred dollars (\$500) except when the Contractor has provided timely and appropriate patient transfer and when the Contractor has properly maintained the vehicle.

For failure to utilize an acceptable CAD System.	The Contractor shall be assessed liquidated damages of two hundred fifty dollars (\$250) per day.
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3.05.25.2 Aggregated Failure

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 Department shall have the right to terminate the Agreement.

3.05.25.3 Invoicing and Payment of Liquidated Damages

No more frequently than monthly and at least quarterly, the Department shall invoice Contractor for any liquidated damages assessed during the prior period. The Contractor shall pay the liquidated damages within thirty (30) days of receipt of invoice. In the event the Department fails to invoice within 30 days of the end of the prior period, the liquidated damages shall be deemed waived for the period.

3.05.25.4 Appeal of Liquidated Damages Assessment

The Contractor may request that the Department's Contract Administrator reconsider imposition of liquidated damages. In instances when the Department's Contract Administrator has reviewed the circumstances for imposing liquidated damages and determined that the grounds were sufficient to justify the imposition of the liquidated damages, the Contractor shall have the right to appeal such determination to the Fire Chief. The Contract Administrator shall report the reasons for the determination to impose liquidated damages to the Fire Chief. The ruling of the Fire Chief shall be final.

3.05.25.5 Liquidated Damages Waived for Start-Up Period

The Department shall waive the response time liquidated damages described in Subsections 3.05.28.1 3.05.28.2 and 3.05.28.3 for the first six (6) months of the Agreement.

3.05.26 Termination

Written Advance Notice and Timing. Either party may terminate the Agreement by providing advance written notice to the other party of that party's intent to terminate. The Department shall provide a ninety (90) day notice to the Contractor and the Contractor shall provide a one-hundred eighty day (180) day notice to the Department. A breach of the terms of the Agreement need not occur to terminate under this section. If the Agreement is terminated, the Department has the right to offer the remainder of the existing Agreement and its extensions to an existing provider within the Department's service area for right of first refusal.

Payment to Department. In the event that the Contractor chooses to exercise its right to terminate under this section, it shall pay to the Department a penalty of Twenty Five Thousand Dollars (\$25,000.00), to offset the Department's costs in procuring a new contractor.

Contractor Breach and Provisions for Early Termination. Conditions and circumstances that constitute a breach of the Agreement include, but are not limited to the following:

- Failure of the Contractor to perform in accordance with any of the provisions of the Agreement;
- Failure of the Contractor to operate the system in a manner that enables the Department and the Contractor to remain in compliance with federal or state laws, rules, or regulations;
- Falsification of information supplied by the Contractor during the term of the Agreement, including but not limited to altering the presumptive run code designations to enhance the Contractor's apparent performance or falsification of any other data required under the Agreement;

- Creating patient responses or transports so as to artificially inflate run volumes;
- Failure of the Contractor to provide data generated in the course of operations, including but not limited to dispatch data, patient report data, response time data, or financial data;
- Excessive and unauthorized scaling down of operations to the detriment of performance during a “lame duck” period;
- Failure of Contractor’s personnel to conduct themselves in a professional and courteous manner and present a professional appearance (Subsection 3.05.20);
- Failure of the Contractor to maintain equipment in accordance with manufacturer recommended maintenance procedures;
- Failure of the Contractor to cooperate with and assist the Department after breach has been declared;
- Acceptance by the Contractor or Contractor’s personnel of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the Contractor or Contractor’s personnel could be reasonably construed as a violation of Federal, State, or Local law;
- Payment by the Contractor or any of Contractor’s personnel of any bribe, kickback, or consideration of any kind to any Federal, State, or Local public official or consultant in exchange for any consideration whatsoever, when such consideration could be reasonably construed as a violation of any federal, State, or Local law;
- Failure of the Contractor to meet the standard of care as established by the Agreement;
- Failure of the Contractor to maintain insurance in accordance with the Agreement;
- Failure of the Contractor to meet response time requirements as set forth in the Agreement;
- The filing of any bankruptcy or any other similar action, which, in the opinion of the Department, places the performance of the Agreement at risk;
- Failure to submit reports and information under the terms and conditions outlined in the Agreement.

3.05.27 Department’s Remedies

If conditions or circumstances constituting a breach as set forth above are determined to exist, the Department shall have all rights and remedies available at law or in equity under the Agreement, specifically including the right to terminate the Agreement.

3.05.28 Process for Termination of Agreement Due to Breach

In the event of breach, the Department will give the Contractor written notice, return receipt requested, setting forth with reasonable specifications the nature of the breach. Within five (5) calendar days of receipt of such notice, the Contractor will deliver to the Department, in writing, a plan to cure such breach. The plan will be updated, in writing, every five (5) calendar days until the breach is cured. The Contractor shall have the right to cure such breach within thirty (30) calendar days of receipt of notice of breach. If the Contractor fails to cure such breach within the time period allowed for cure (such failure to be determined by the sole and absolute discretion of the Department), or the Contractor fails to timely deliver the cure plan, or updates to the Department, the Department may immediately terminate the Agreement. The Contractor will cooperate completely and immediately with the Department to effect a prompt and

orderly transfer of all responsibilities to the Department.

The Contractor will not be prohibited from disputing any findings of breach through litigation; provided, however, that such litigation will not have the effect of delaying, in any way, the immediate transfer of operations to the Department. These provisions will be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety. Any legal dispute concerning the finding that a breach has occurred will be initiated and shall take place only after the transfer of operations to the Department has been completed, and will not, under any circumstances, delay the process of transferring operations to the Department.

The Contractor's cooperation with and full support of the Department's termination of the Agreement will not be construed as acceptance by the Contractor of the finding of breach. However, failure on the part of the Contractor to cooperate fully with the Department to effect a smooth and safe transition shall itself constitute a breach of contract.

3.05.29 "Lame Duck" Provisions

Should the Contractor fail to prevail in a future procurement cycle, the Contractor will agree to continue to provide all services required in and under the Agreement until a new contractor assumes service responsibilities. To assure continued performance fully consistent with the requirements of the Agreement through any such period, the following provisions will apply:

The Contractor will continue all operations and support services at the same level of effort and performance that were in effect prior to the award of the subsequent Agreement to a competing provider;

The Contractor will make no changes in methods of operation, which could reasonably be considered to be aimed at cutting Contractor services and operating costs to maximize profits during the final stages of the Agreement; and.

The Department recognizes that if a competing provider should prevail in a future procurement cycle, the Contractor may reasonably begin to prepare for transition of the service to a new contractor. The Department will not unreasonably withhold its approval of the Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc. as long as such transition activity does not impair the Contractor's performance during this period.

3.05.30 Proprietary and Confidential Information

The Contractor acknowledges that the Fire Department is required by law to make its records available for public inspection, with certain exceptions (see RCW Chapter 42.17). Department staff believe this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings, or formulas. The Contractor, by submission of materials marked proprietary and confidential, nevertheless, acknowledges and agrees the Department will have no obligation or any liability to the Contractor in the event the Department must disclose these materials. The Contractor agrees to abide by HIPAA rules and regulations as it relates to confidentiality of patient information and related issues.

3.05.31 Indemnification

The Contractor does hereby release and shall defend, indemnify, and hold the City of Bellevue, the Bellevue Fire Department and its employees and agents harmless from all losses, liabilities, claims, costs (including attorneys' fees), actions or damages of any sort whatsoever arising out of Contractor's performing the services contemplated by the Agreement except to the extent attributable to the negligent acts or omissions of the Department. The indemnification provided for in this section shall survive any termination or expiration of the Agreement. If any action is brought against the Department by any employee of Contractor, the indemnification obligation of Contractor set forth in this section shall not be limited by a limit on the amount or type of damages, compensation or benefits payable by or for Contractor under RCW Title 51, the Industrial Insurance Act, or any other employee benefit act. In addition, solely for the purpose of giving full effect to the indemnities contained herein and not for the

benefit of Contractor's employees or any third parties, Contractor waives its immunity under RCW Title 51. Contractor acknowledges that the foregoing waiver was mutually negotiated.

3.05.32 Insurance and Identification

No ambulance operator's business license shall be issued, nor shall such license be valid after issuance, nor shall any ambulance be operated in the City of Bellevue or participating municipality that requires a business license, unless the operator maintains a policy or policies of insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of activities associated with the operation of the ambulance company. Such insurance shall name the City of Bellevue, and where required, the applicable municipality, as an additional insured. The ambulance company shall also indemnify and hold the Bellevue Fire Department and municipality harmless from any causes of action arising from the operation of the ambulance company. The minimum scope and limits of coverage shall be set by the Department and municipality's risk manager or other person designated by the Fire Chief or City Manager. Evidence of such insurance shall accompany the application for license and shall be maintained on a continuous basis through subsequent license renewal periods.

3.05.33 Compliance with Law

General Requirement. The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington, the municipal code and ordinances of the applicable city, 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.

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

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

3.05.34 Contractual Relationship

The Agreement does not constitute the establishment of the Contractor as an agent or legal representative of the Department for any purpose whatsoever, and the relationship of the Contractor to the Department by reason of the Agreement shall be that of an independent contractor. The 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 the Department or to bind the Department in any manner or thing whatsoever. Both parties, in the performance of the Agreement, will be acting in their individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees, subcontractors, or agents of one party shall not be deemed or construed to be the employees, subcontractors, or agents of the other party for any purpose whatsoever. The Contractor shall ensure that all Contractor's employees, subcontractors, and agents are properly trained and fully equipped to perform their assigned tasks.

3.05.35 Assignment and Subcontracting

The Contractor shall not assign or subcontract any of its obligations under the Agreement without the Department's prior written consent. The Department's written consent may be granted or withheld at the Department's sole discretion. Any subcontract made by the Contractor shall incorporate by reference all the terms of the Agreement. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the Agreement. The Department's consent to any assignment or subcontract shall not release the Contractor from liability under the Agreement, or from any obligation to be performed under the Agreement, whether occurring before or after such consent, assignment, or subcontract.

3.05.36 Breach of Agreement

The Department considers any breach of the Agreement serious 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 Agreement. It is the intent and desire of the Department to maintain a good working relationship with the Contractor while at the same time ensuring service to the community.

3.05.37 Disputes

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

Section 4. Proposal Evaluation

4.01 Evaluation Procedures

Proposals will be evaluated by the Selection Committee. The Selection Committee will consider how well the Contractor's proposal meets the needs of the City as described in the Contractor's response to each requirement. In evaluating the proposals, the City will be using a criteria evaluation process. Evaluations will be based on criteria as outlined in Section 4.02. All proposals will be evaluated using the same criteria and weighting.

4.02 Scoring and Evaluation Factors

Proposals will be evaluated by a Selection Committee appointed by the Fire Chief and comprised of members of the Bellevue Fire Department, City of Bellevue staff, and a representative from another local Fire Department. Proposals will be evaluated on a combination of the Contractor's ability to:

- Provide the required information and declare acceptance of the Fire Department's standards, terms, and conditions, and submit all other documents as specified in this solicitation;
- Declare proposed transport rates;
- Propose a response coverage model to achieve the desired outcomes;
- Comply with the performance standards as described in Section 3.05 and as measured, where applicable, exclusively by Bellevue Fire Department;
- Operate as part of a regional EMS/BLS transport system. This criterion takes into consideration:
 - The Contractor's ability to seamlessly integrate with the existing BLS transport system within the Department's response area . This includes integration and compliance with existing BLS treatment and transport protocols and customs adopted by King County Emergency Medical Services and the Central Region Trauma Council, as well as integration with any neighboring jurisdiction's BLS transport system.
 - The predicted operational needs dictated by any future joint operating agreements between the Fire Department and any surrounding jurisdictions.
- Provide other options or information that will make the proposal the most valuable and attractive for the Department and its customers; and
- Document previous experience providing service under similar exclusive transport contracts or providing previous service in cooperation with the Department;

The evaluation factors reflect a wide range of considerations. While cost is important, other factors are also significant. Consequently, the City may select other than the lowest cost solution. The objective is to choose the Contractor capable of providing a reliable and effective solution within a reasonable budget.

Evaluations will be based on the following criteria:

Evaluation Criteria	Weight
Responsiveness/Completeness of Proposal	10
Fee Structure	40
Ability to Meet Performance Standards/ Response Coverage Model	30
Expertise & Qualifications	20

4.03 Contractor Presentation, Committee Interviews, and/or Site Visits

After the proposals have been evaluated, the Selection Committee will determine which Contractor(s) may be invited to make a formal presentation and/or sit for a panel interview with the Selection Committee. The City may choose to conduct site visit(s) to the Contractor's place of business as part of the evaluation process.

4.04 Final Selection

The Selection Committee will formulate their recommendation for award of the Contract. If applicable, the recommendation will be forwarded to the City Council for formal acceptance.

4.05 Contract Award and Execution

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the Contractor can offer.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final Contract.

The RFP document and the successful Contractor's proposal response, as amended by agreement between the City and the Contractor, including e-mail or written correspondence relative to the RFP, will become part of the Agreement documents. Additionally, the City may verify Contractor representations that appear in the proposal. Failure of the Contractor to perform as represented may result in elimination of the Contractor from competition or in contract cancellation or termination.

The Contractor selected as the apparent successful Contractor will be expected to enter into an Agreement with the City. If the selected Contractor fails to sign the Agreement within five (5) business days following the delivery of the Agreement documents, the City may elect to negotiate an Agreement with the next-highest ranked Contractor.

The City shall not be bound, or in any way obligated, until both parties have executed a Contractor Contract. No party may incur any chargeable costs prior to the execution of the final Contract.

**FORM #1
PROPOSAL FORM**

To : City of Bellevue

From: Contractor Name _____

Contractor Address _____

City, State, Zip Code _____

Telephone Number _____

In response to the City's RFP, we offer the following proposal:

Unless otherwise noted below, fees are inclusive of all Contractor's costs.

1. Fee Structure

- BLS – Non Emergency Per Transport: \$ _____ Mileage Rate Per Mile \$ _____
- BLS – Emergency Per Transport: \$ _____ Mileage Rate Per Mile \$ _____
- Maximum Annual Escalation Rate _____% Index Used to Establish Rate _____
- Other Charges (If any, please describe and itemize)
_____ \$ _____
_____ \$ _____
_____ \$ _____

Attach additional sheets if required.

2. Delivery Approach/Plan

Attach additional sheets if required.

3. Provide, if any, any additional options/information your company has to offer that will make the proposal the most valuable and attractive for the City and its customers.

Attach additional sheets if required.

4. **Exceptions:**

Except as noted below, the undersigned hereby agrees to comply with all the terms & conditions put forth in the City's Request for Proposal:

Attach additional sheets if required.

Signed: _____

Dated: _____

Title: _____

**FORM #2
COMPANY INFORMATION**

GENERAL

Name of parent company: _____

Washington State Ambulance License No. _____

Address of local company offices: _____

Length of time in business under same name: _____

Length of time in business in the King County Washington area: _____

Gross revenue for the prior fiscal year (in US dollars): _____

Please provide a copy of the most recent audited financial statement for your company or credit references that can verify the financial standing of your company.

PERSONNEL

List the number of personnel, their qualifications, and length of service with your company that will be operating ambulances within the King County area.

Attach additional sheets if required.

Please provide a copy of all current EMT certificates for all personnel previously listed.

List the longevity and expertise of other key personnel including president, vice president and executive officers of your company.

Attach additional sheets if required.

**FORM #3
CLIENT REFERENCES**

Client Reference #1

Company Name	
Contact Name	
Title	
Phone Number	
Type of service provided to this company	

Client Reference #2

Company Name	
Contact Name	
Title	
Phone Number	
Type of service provided to this company	

Client Reference #3

Company Name	
Contact Name	
Title	
Phone Number	
Type of service provided to this company	

Client Reference #4

Company Name	
Contact Name	
Title	
Phone Number	
Type of service provided to this company	

EQUAL OPPORTUNITY REQUIREMENTS

General Instructions

Applications: The following materials pertain to the Equal Opportunity Requirements of the City of Bellevue as set forth in Chapter 4.28.143 of the Bellevue City Code. All Vendors, subcontractors, consultants, vendors and suppliers who contract with the City in a total amount of thirty-five thousand or more within any given year must comply with these requirements.

Affidavit: Before being considered for a contract of the magnitude listed above, all Vendors will be required to submit the "Affidavit of Equal Opportunity Compliance" as part of their proposal/qualifications or upon the request of the Purchasing Manager.

Compliance: The City of Bellevue reserves the right to randomly select Vendors, subcontractors, consultants, vendors or suppliers to be audited for compliance of the requirements listed. During this audit, the Vendors, etc. will be asked for a specific demonstration of compliance with the requirements.

Noncompliance: A finding of a noncompliance may be considered a breach of contract and suspension or termination of the contract may follow.

City contact: The City's Compliance Officer is the Purchasing Manager, and specific questions pertaining to this section may be directed to the Purchasing Division at (425) 452-7246.

Bellevue City Code Excerpt

Section 4.28.143 of the Bellevue City Code establishes the requirements for all contractual service providers:

"All Vendors, subcontractors, consultants, vendors and suppliers who contract with the City of Bellevue in a total amount of thirty-five thousand or more within any given year are required to take affirmative action and comply with the following requirements of this section. There shall be included in any contract between such contractual services provider and the City of Bellevue the following provisions:

1. Vendor shall make specific and constant recruitment efforts with minority and women's organizations, schools, and training institutions. This shall be done by notifying relevant minority and women's organizations.
2. Vendor shall seek out eligible minority and women Vendors to receive subcontract awards. Appropriate minority and women Vendors shall be notified in writing of any bids advertised for subcontract work.
3. Vendor shall provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer and the steps taken to equal treatment of all persons.
4. Vendor shall actively consider for promotion and advancement available minorities and women.
5. Vendor is encouraged to make specific efforts to encourage present minority and women employees to help recruit qualified members of protected groups.
6. Vendor is encouraged to provide traditional and nontraditional employment opportunities to female and minority youth through after school and summer employment.
7. Vendor is encouraged to assist in developing the skills of minorities and women by providing or sponsoring training programs.

Willful disregard of the City's nondiscrimination and affirmative action requirements shall be considered breach of contract and suspension or termination of all or part of the contract may follow.

All Vendors, subcontractors, vendors, consultants or suppliers of the City required to take affirmative action must sign the affidavit of compliance and submit with the bid proposal or upon the request of the Purchasing Manager. All documents related to compliance steps listed above shall be presented upon the request of the Purchasing Manager. The Purchasing Manager shall serve as the compliance officer for the city and is authorized to develop and issue procedures for the administration of this section."

Interpretations

In order to more readily determine compliance with BCC 4.28.143, the following interpretations are provided:

Requirement 1. When a Vendor needs to recruit, they must notify minority and women's organizations, schools and training institutions. Such "notification" can be in the form of an advertisement in newspapers or trade journals of general circulation in the metropolitan Seattle area.

When the Vendor hires through a union hiring hall, the Vendor must be able to provide confirmation, upon request by the City, that the hiring hall has an equal opportunity policy.

Requirement 2. When a Vendor intends to subcontract out any work they shall notify minority and women Vendors for the subcontract work. The requirements to notify minority and women Vendors of any bids can be satisfied by advertising in newspapers or trade journals that are of general circulation in the metropolitan Seattle area.

Requirement 3. If and when a Vendor hires new employees or contracts with subcontractors , the Vendor must alert such employees and subcontractors to the Vendor's commitment as an equal opportunity employer, etc. This requirement may be complied with by posting a notice of equal opportunity commitment at the job shack, or by the time clock.

Requirement 4. If and when a Vendor promotes or advances employees, the Vendor must consider all eligible employees.

The City of Bellevue reserves the right to audit all Vendors for compliance with the requirements set forth in BCC 4.28.143.

FORM #5
AFFIDAVIT OF EQUAL OPPORTUNITY COMPLIANCE

_____ certifies that:
Respondent

1. If necessary to recruit additional employees, it has:
 - a. Notified relevant minority and women’s organizations, or
 - b. Hired through a union hall with an equal opportunity policy.
2. It intends to use the following listed construction trades in the work under the contract:

3. In sourcing subcontract work for trades listed above, it has notified in writing appropriate minority and women Vendors of bids for subcontract work.
4. It will obtain from its subcontractors and submit upon request, an Affidavit of Equal Opportunity Compliance as required by these bid documents.
5. It has provided a written statement to all new employees or subcontractors indicating its commitment as an equal opportunity employer.
6. It has considered all eligible employees for promotion or advancement when promotion or advancement opportunities have existed.

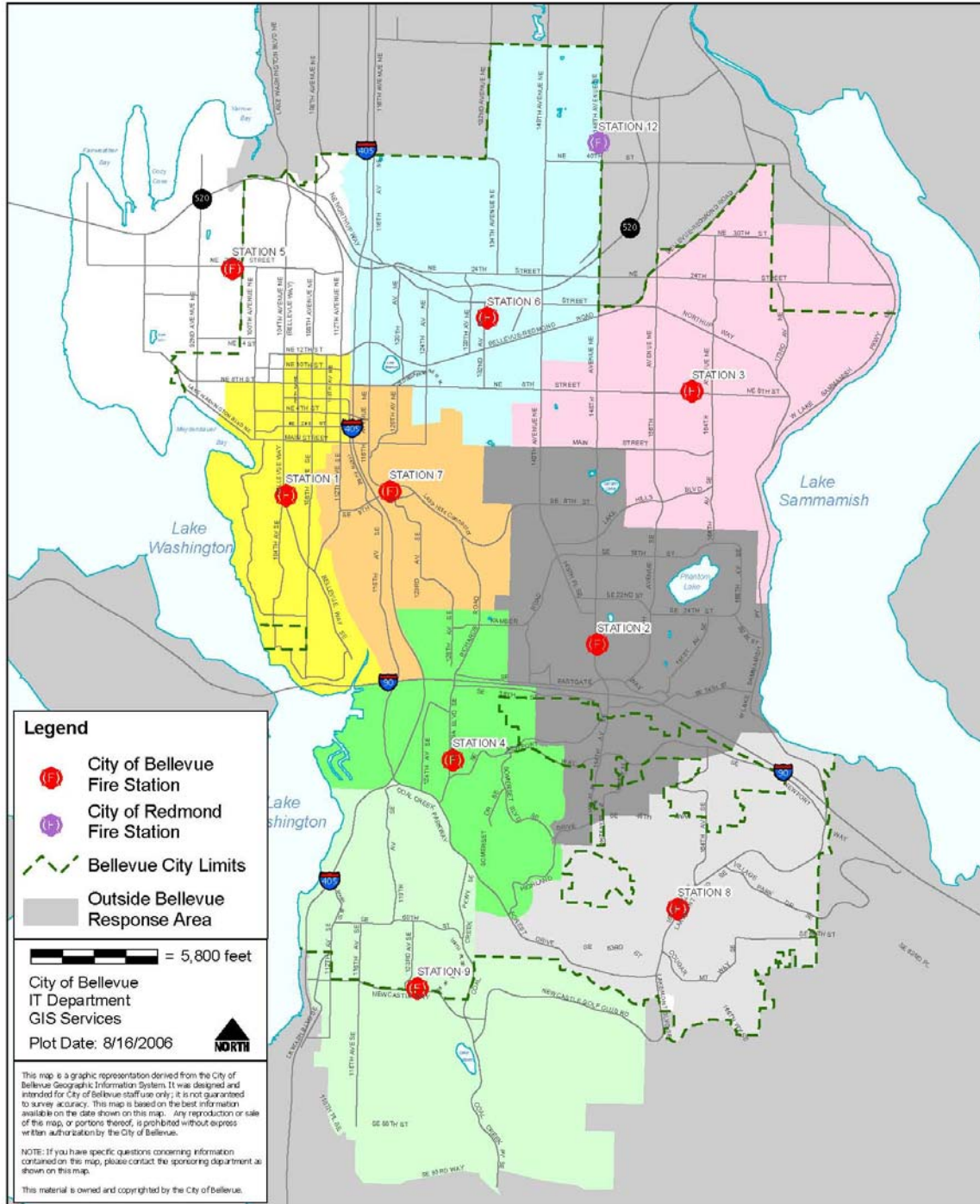
By: _____
(authorized signature)

Title: _____

Date: _____

ATTACHMENT A SERVICE AREA MAP

City of Bellevue Bellevue Fire Department Neighborhood Fire Stations



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ATTACHMENT "B"

INSURANCE REQUIREMENTS

The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

A. Minimum Insurance

1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate,
2. Stop Gap/Employers Liability coverage with limits not less than \$1,000,000 per accident/disease,
3. Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto,
4. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

B. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City.

C. Other Provisions

Commercial General Liability policies shall be endorsed to:

1. Include the City, its officials, employees and volunteers as insureds,
2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City,
3. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days' written notice has been given to the City.

D. Acceptability of Insurers

Insurance shall be placed with insurers with a rating acceptable to the City.

E. Verification of Coverage

Contractor shall furnish the City with certificates of insurance required by this clause. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

Contractor shall require subcontractors to provide coverage which complies with the requirements stated herein.

Approved as to form:


Assistant City Attorney

SPECIAL RIDER

TO

ATTACHMENT “B”

INSURANCE REQUIREMENTS

For

Basic Life Support Ambulance Transport Services

Add the following to section A. Minimum Insurance:

5. Consultant’s Errors & Omissions or Professional Liability with limits not less than \$2,000,000 per occurrence and \$5,000,000 as an annual aggregate.
6. Excess Insurance: A policy above the primary general liability and auto liability policies that will provide a total limit of insurance of \$5,000,000. The excess policy must be at a minimum as broad as the primary policies, and shall name the City of Bellevue, its officials, employees and volunteers as additional insureds with said insurance being primary and non-contributory. Said policy shall provide that coverage shall not be canceled except after thirty (30) days written notice has been given to the City.