



PROCUREMENT

Request for Proposal #2023-059

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BASIC LIFE SUPPORT AMBULANCE SERVICES

TIMELINE - The following represents the schedule for this solicitation.	
<u>Event</u>	<u>Date</u>
Issue Date	August 10, 2023
Deadline for Final Questions.....	September 17, 2023 @ 11:59 pm
Proposal Due Date	October 3, 2023, 2:00 p.m. Pacific Time
Award	November 2023
Anticipated Contract Start Date	January 1, 2024
Anticipated Contract Term	3 years with three (3) one-year extension options at the sole discretion of the City of Everett
Submit Sealed Proposals to: City Clerk's Office – Attention: Procurement 2930 Wetmore Avenue, Suite 1A Everett, WA 98201 Clearly label the outside of the sealed envelope containing the <u>original proposal response plus seven (7) complete identical copies</u> with the Proposal Name, Proposal Number, and contact information listed above. Only Proposals that arrive in the Clerk's office by the deadline will be considered. The Clerk's office is open Monday – Thursday from 8:00 a.m. – 12:00 p.m. and 1:00 p.m. – 5:00 p.m.	
Information & Addenda: All Information including Addenda regarding this solicitation can be found at: https://everettwa.gov/2711/Everett-Procurement-Information-Contract Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a proposal.	
Questions: All questions must be requested electronically utilizing the above link or e-mailed to the Procurement Professional listed above.	

Unauthorized contact regarding this Request for Proposal with City of Everett employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Everett. Proposers should rely only on written statements issued by the individual named listed above.

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SECTION 1 - INSTRUCTIONS

1.1 PROPOSAL SUBMITTAL

The City Clerk's office must receive the supplier's proposal, in its entirety, by 2:00 p.m. Pacific Time. Proposals arriving after the deadline will be returned unopened to their senders. All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

Proposal pricing must be submitted on the forms provided in this document. To receive consideration for award, the proposal must be completed and signed by an authorized representative of the supplier. Submission of a proposal constitutes acceptance of the procedures, evaluation criteria, and other instructions of this Request for Proposal (RFP).

No supplier may withdraw its proposal after the hour set for the proposal closing unless the award is delayed for a period exceeding one hundred and twenty (120) days.

1.2 OFFER PERIOD

All Proposals submitted must remain open for one hundred and twenty (120) days from the receipt date. The City of Everett reserves the right to extend this period.

1.3 REQUEST FOR DUE DATE EXTENSION

Suppliers may request an extension of the Proposal Due Date. Supplier must supply any justification and additional information that will facilitate an evaluation and decision by the City of Everett. Any approved extension will be issued in an addendum.

1.4 WITHDRAWAL OF PROPOSALS

Suppliers may withdraw a Proposal which has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the supplier must be submitted to the Procurement Professional named on the Request for Proposal cover sheet.

1.5 SINGLE RESPONSE

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Everett, the RFP may be cancelled.

1.6 MULTIPLE PROPOSALS

Suppliers interested in submitting more than one Proposal may do so, so long as each Proposal stands alone and independently complies with the instructions, conditions and specifications of this RFP.

1.7 EVALUATION AND AWARD

The City of Everett will award the Proposal to the responsive and responsible supplier(s) whose offer best meets the needs of the City, or reject any and all Proposals.

- a. Responsive Supplier – A business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all of its requirements, including all form and substance.

- b. Responsible Supplier – A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES & REJECTION OF PROPOSALS

The City of Everett reserves the right, at its sole discretion, to waive minor administrative irregularities and informalities contained in any proposal submitted and accepted by the City. The City further reserves the right to make awards to the responsible offer whose proposal is determined to be the most advantageous to the City of Everett. The City of Everett reserves the right to reject any and all proposals.

1.9 EXCLUDED PARTIES

All suppliers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from federal procurement or non-procurement programs.

<https://www.sam.gov>

1.10 BUSINESS LICENSE

The successful supplier will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett Business & Occupation (B & O) Tax, when applicable. B & O Tax questions may be directed to the Everett Business Tax Division at (425) 257-8610.

1.11 BID PROTEST PROCEDURES

Chapter 3.46 of the Everett Municipal Code (EMC) governs all protests. Protest Procedures are available for review in the Everett Municipal Code 3.46 which can be found at: <https://everett.municipal.codes/>

The City reserves the right to require strict compliance with all requirements of Chapter 3.46 EMC.

1.12 NON-ENDORSEMENT

As a result of the selection of a supplier to provide the commodities described in Section 2 to the City of Everett, the City of Everett is neither endorsing nor suggesting that the supplier's product is the best or only solution. The supplier agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Everett.

1.13 PROPRIETARY MATERIAL SUBMITTED-PUBLIC DISCLOSURE

A. Property of the City of Everett

All materials submitted in response to this RFP must become the property of the City of Everett. Selection or rejection of a proposal does not affect this. In this section, the term "proposal" is generic and refers to proposals, statements of qualification, letters of interest and any other material submitted in response to this RFP.

B. Proposals are Public Records

Pursuant to Chapter 42.56 RCW and other statutes regarding public agencies, all materials (including, for example, proposals) submitted under this RFP must be considered public records and except to the extent protected by state and or federal laws will be available for inspection and copying by the public following contract award. Records will not be released by the City of

Everett prior to contract award in order to protect the integrity of the procurement process, unless otherwise required by law.

C. Public Records Exemption / Notice of RCW 39.10.470

In accordance with RCW 39.10.470, trade secrets as defined in RCW 19.108.010, or other proprietary information submitted by a Proposer in connection with this RFP might not be subject to public disclosure under chapter 42.56 RCW if the proposer specifically states in writing the reasons why protection from disclosure is necessary, and identifies the data or materials to be protected. Proposers must specifically designate and clearly label as “CONFIDENTIAL” any and all such materials or portions thereof that they deem to contain trade secrets or other proprietary information. Proposers should carefully consider what is truly confidential and should not mark an entire proposal as confidential. The proposer must provide the legal basis for the exemption to the City upon request. Proposers are advised that this exemption is subject to judicial review and the proposer’s designation of confidential may or may not be upheld by a Court.

D. Proposals Not Marked as Confidential

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

E. Process for Disclosing Information

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

F. Indemnification by Proposer

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

G. Consent to Procedure

Proposers, by submission of materials marked “CONFIDENTIAL”, acknowledge and agree that the City will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to any proposer for the disclosure of any material or record of any kind when that disclosure is in accordance with applicable law or in accordance with an order applying applicable law entered by the Snohomish County Superior Court or a Washington appellate court. By

submitting a proposal, the supplier consents to the procedure in this Section as its sole remedy and waives and releases all claims against the City arising from the City's actions taken in accordance with this procedure.

1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT

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

1.15 NO OBLIGATION TO BUY

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this RFP does not compel the City of Everett to purchase.

1.16 COST OF PREPARING PROPOSALS

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

1.17 CONTRACT TERMINATION

In determining any contract award, the City of Everett reserves the right to consider past performance by supplier in City of Everett contracts. If the City of Everett has previously terminated a contract with a supplier for supplier's default or other non-performance, the City of Everett reserves the right to reject bids or quotes received from that supplier.

1.18 RECYCLE

The City of Everett is committed to the environment and encourages suppliers to recycle material to the extent practicable.

1.19 COOPERATIVE PURCHASING (NOT USED)

SECTION 2 – SCOPE OF WORK

2.1 INTENT SUMMARY

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

In some cases, the Supplier may be dispatched directly to medical facilities where licensed providers have evaluated the patient and deemed them appropriate for basic life support transport.

The overall service objectives are as follows:

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

2.2 CITY OF EVERETT

Everett is located approximately twenty-five (25) miles north of Seattle. With a population of roughly 115,000 spanning over forty-eight square miles, Everett is the largest city in Snohomish County and the seventh largest in Washington State. Everett's population increases during the day with the addition of 60,000 workers for Boeing aircraft's largest manufacturing facility (the largest building in the world by volume) and numerous related aviation industries. The City waterfront includes an active international deep-water port, the largest public marina on the west coast, and Naval Station Everett with 6,000 assigned naval personnel. Everett is a railway hub for passenger, commuter, and freight trains.

Everett's median income is low in comparison to other Puget Sound communities. As the county seat and largest city in Snohomish County, Everett is home to many of the social services that low-income residents need. Accordingly, low-income residents tend to gravitate to Everett to be near those services. This is further exacerbated by the presence of both the county jail and a regional hospital with a Level II Trauma Center. Homelessness and mental health and addiction issues have grown significantly the past few years. The overall result is that this vulnerable segment of our community creates an incredibly high demand on fire department resources.

When a 9-1-1 medical call is received by the SNO911 dispatch center, trained dispatchers use a series of predefined medical criteria for various types of medical problems to dispatch the appropriate units. If the patient's signs and symptoms meet specific criteria, then a paramedic unit is also dispatched to the scene to provide advanced medical treatment for serious injuries and illnesses. Typically, both BLS and ALS units are simultaneously dispatched when needed.

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

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

2.3 BACKGROUND

The Everett Fire Department is an all-career department with 183 uniformed firefighters which includes three (3) Appointive Chiefs, five (5) Division Chiefs, one (1) Fire Marshal, two (2) Assistant Fire Marshals, and four (4) Fire Inspectors which are tasked with the protection of the lives and property in the Washington State municipality of Everett. In 2022 EFD's fifteen primary apparatus responded to just over 27,765 calls out of six stations. Of those calls 23,018 alarms were EMS responses. In addition to EMS, the department delivers a full range of services including a progressive fire suppression response, a hazardous materials team, technical rescue teams such as marine, rope, USAR, trench, and confined space, and an active fire prevention bureau. Additionally, EFD is a key player in numerous regional response teams including Hazmat, Technical Rescue and Incident Management, providing resources and knowledge that may not be available to its smaller neighbors.

2.4 INTENT OF SPECIFICATIONS

The apparent silence or omission in the scope of work as to any detail of the work to be done or materials to be furnished means that the best general practice must prevail, and that material and workmanship of the best quality shall be used. The scope of work must be interpreted on this basis.

2.5 PATIENT CARE

The Supplier must meet or exceed the patient care performance standards set forth in state law and the most current [Snohomish County Patient Care Protocols](https://snocountyems.unionactive.com/docs/SCEMS%20Protocols%201.1.2020.pdf) (<https://snocountyems.unionactive.com/docs/SCEMS%20Protocols%201.1.2020.pdf>). In the event there are conflicts among these standards, the controlling standard shall be state law, then the Snohomish

County Patient Care Protocols. The Supplier must have its own medical direction and quality assurance program, which must be reasonably acceptable to the City.

2.6 RESPONSE AND TRANSPORT PROTOCOLS

EFD is responsible for initial response to all requests for emergency medical assistance within the City as screened and triaged by the Public Safety Answering Point (PSAP.) Except in specific circumstances, the Supplier must not provide initial response. Definitions for terms listed, can be found in Section 5, Acronyms and Definitions.

All responses to a scene for transport must be non-code unless specifically requested to respond code.

Separate from Code and Non-Code responses, Alternative Transfers is an evolving area of operations. The Supplier is encouraged to propose a novel plan to meet the growing occurrences of calls directly from EFD units and calls transferred directly from the PSAP to the Supplier's dispatch center. In the event that Supplier's proposal contains such a plan and Supplier is selected, the final Contract Documents will contain a provision about that plan that supersedes or supplements this paragraph. Transferred calls may be immediately put in the Supplier's dispatch queue or converted to a Scheduled Transport when appropriate. The proposed plan may include a Subcontractor.

In the event alternative transport programs are developed and approved by the EFD, the Supplier or designated Subcontractor may determine the response unit appropriate to the patient's needs for alternative Transfers. A Cabulance with one responder may be acceptable. If the Supplier or designated Subcontractor determines that a non-code or Code response is needed, the Supplier designated Subcontractor shall immediately notify the PSAP.

When the Supplier arrives at an incident scene in response to an EFD request, the Supplier's personnel must report to the ranking EFD official or their designee in charge of patient care.

In the event the Supplier receives a direct request for emergency medical assistance from the public, the Supplier must immediately notify the PSAP so that a EFD response can be initiated.

In the event the Supplier's dispatcher determines an EFD response is required, the call will be immediately transferred to EFD.

In the event the Supplier's unit arrives on-scene and determines that an ALS response is required, the Supplier must immediately notify the PSAP.

Supplier transports to area hospitals from the scene of an incident shall be non-code unless the patient's condition is actively deteriorating, in which case, the PSAP should be immediately notified by the Supplier. Supplier units can and should request ALS resources during transport as needed.

2.7 PATIENT CARE PERFORMANCE STANDARDS MONITORING

To reliably track and report on patient care and response time performance, the Supplier is required to have a Computer Aided Dispatch ("CAD") system. Response times must be measured in minutes and

seconds and shall be timed-stamped by the Supplier's CAD system. See definition of response time in Section 5.

By the fifth business day of each month the Supplier must provide EFD a download of CAD data in an editable format. Also, a report summarizing patient care performance and other factors of contractual compliance during the preceding month entitled "Monthly Performance and Compliance Report."

The Monthly Performance and Compliance Report must include the following elements, at minimum.

1. Report Title: Monthly Performance and Compliance Report, and
2. Issues of concern pertaining to patient care, including a Quality Improvement Plan if needed, and all QAR responses submitted to the MPD for EFD incidents, and
3. Prior month response data export in XLSX format (or other as mutually agreed) for all requests for transport provided under the contract, including supplier CAD timestamps and pertinent incident data within the City of Everett; and
4. Summary of Response Performance, including the subset of responses out of compliance and the associated CAD information for all requests for service. To include:
 - a. Median, mean and 90th percentile total response time, code responses
 - b. Median, mean and 90th percentile total response time, non-code responses
 - c. Count of direct dispatches to medical facilities
 - d. Median, mean, and 90th percentile total response time to medical facilities
 - e. Table of instances the supplier reported "no ambulances available" to the PSAP, to include date, time and CAD incident number.
 - f. Summary of transports, to include destinations.
 - g. Other pertinent incident data as requested by the City.
5. Table of instances where supplier units fell below minimum levels as defined in Section 2.9. This table must include date(s), start time(s), and end time(s) for all instances where minimum unit requirements were not met.
6. Itemized list of requests for exemption from liquidated damages as per Section 2.20.
7. Summary of customer complaints and supplier responses.
8. Summary of vehicle collisions.
9. Summary of fleet inventory with verification that available inventory remains greater than or equal to 125% of peak ambulance coverage requirements. If fleet inventory drops below 125%, a written plan for remedying back to 125% including a timeline should be included.

The Monthly Performance and Compliance Report is due to the City Contract Administrator on or before the 5th business day of each calendar month. See Section 2.22 for processing of any fees or liquidated damages.

The Supplier and EFD may meet up to monthly to discuss matters of concern and to review adherence to patient care performance standards and transport protocols. A joint meeting must occur at least quarterly. Dispatch personnel may also be included in this meeting to review dispatch protocols,

discrepancies, and other topics of concern. The purpose of these meetings will be to maintain open and proactive communication, resolve problems, and to provide a forum to discuss patient care performance on the part of the Supplier for EFD.

Electronic Healthcare Records (“EHR”) are required to document patient care. The required EHR software is ESO Solutions (“ESO”). The Supplier will assure that each ambulance is equipped with EHR equipment and software to complete ESO records of EFD patients.

The Supplier is responsible to assure all Snohomish County ESO requirements are met, including wireless transmission and reception of patient information.

The Supplier must ensure all personnel are adequately trained to use ESO and that there are not compatibility issues between EFD and the Supplier’s version of ESO.

For each ESO record, the Supplier must enter the transported patient’s Medical Record or Encounter Number into ESO to allow utilization of the ESO Health Data Exchange feature for EFD Patients. The supplier must ensure that recorded destination data is inputted correctly to allow EFD access and export of HDE data.

The Supplier must provide access to their ESO database to EFD Medical personnel and others as designated by the EFD Medical Director(s).

2.8 RESPONSE TIME PERFORMANCE

Exceeding the designated response time by five minutes or more in any category is considered a failed response. Non-response is a failed response.

Code responses are made with both lights and sirens in operation. The Supplier must respond to all Code requests which have not been exempted from such time performance standards within fifteen (15:00) minutes. Liquidated damages for late arrival on scene will be assessed per minute for up to five minutes after which liquidated damages for a failed response will be assessed.

Non-Code responses are made with neither lights nor sirens in operation. The Supplier shall respond to all non-Code requests which have not been exempted from such time performance standards within 20:00 minutes. Liquidated damages for late arrival on scene will be assessed per minute for up to five minutes after which liquidated damages for a failed response will be assessed.

Liquidated damages for exceeding the response time standard will be assessed as provided in Section 2.20.

The Supplier must notify EFD of any occurrences where local assets are dispatched outside of the City to a major disaster or incident of national significance. Response time requirements remain the same, but because the Supplier has opted to remove from service resources dedicated to fulfilling the performance standards in this contract, EFD may need to deploy resources to provide BLS transport.

The Supplier must meet or exceed the patient care performance standards set forth in state law and the most current Snohomish County Patient Care Protocols. In the event there are conflicts among these

standards, the controlling standard shall be state law, then the Snohomish County Patient Care Protocols. The Supplier must have its own medical direction and quality assurance program.

2.9 **PEAK AMBULANCE DEMAND AND COVERAGE**

Minimum required supplier ambulance units are based on peak demand. Peak demand is calculated retrospectively using the demand for ambulances in the prior calendar year. Peak demand may be recalculated annually, and the parties may agree to adjust minimum unit requirements. Peak demand requirements of this scope of work are based on the 2022 peak demand from 0800 hours to 2000 hours for daytime units, and 2022 peak demand from 2001 hours to 0759 hours daily for nighttime units.

Exhibit: Peak Ambulance Demand 2022

Row Labels	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Grand Total
1	85	91	86	77	87	96	81	112	121	114	115	94	81	84	80	71	87	86	72	86	92	105	90	96	2189
2	67	55	53	47	37	49	53	66	107	127	163	160	159	158	162	150	148	146	155	122	112	101	108	81	2586
3	9	8	6	2	3	1	14	37	57	86	93	111	104	129	119	122	132	107	109	72	59	46	24	18	1468
4	1	2						3	7	10	24	30	45	33	42	32	41	37	35	21	8	6	4	2	383
5							1		2	7	4	7	2	12	9	11	7	6	7	5	2	1			83
6										1	2		2	1				1	1						8
Grand Total	162	156	145	126	127	146	149	218	294	345	401	402	393	417	412	386	415	383	379	306	273	259	226	197	6717

Interpretation of this exhibit: Column headers are hour of day in 24-hour format. Row labels are counts of ambulances assigned concurrently to incidents.

Based on 2022 peak demand, the minimum Supplier daytime (0800-2000) ambulance units must be at least three (3) units and the minimum Supplier nighttime (2001-0759) units must be at least two (2) units.

2.10 **PERFORMANCE INCENTIVE**

For any calendar month, EFD will waive liquidated damages for late arrivals if the following conditions are both met:

- A. The Supplier meets or exceeds the response time standards for ninety five percent (95%) of requests which have not been exempted from such time performance standards Citywide.
- B. The Supplier can demonstrate this in their Monthly Performance and Compliance Report.

2.11 **QUALITY IMPROVEMENT PROGRAM**

- A. The Supplier must take all steps necessary to deliver quality patient care and follow the adopted Snohomish County Quality Assurance Plan.
- B. The Supplier must provide prompt written responses and follow-up to inquiries and complaints about, or generated from, responses in the Everett Service Area. Such responses must be subject to the limitations imposed by patient confidentiality restrictions. Copies of such complaints will be made available to the City upon request. Any complaint received by the City must be forwarded to the Supplier for action. The Supplier must forward the disposition of the complaint to the City within fifteen business days of receipt.

2.12 **FACTORS OF PRODUCTION**

All equipment, supplies, facilities, locally assigned personnel, and other production factors utilized by the Supplier in performing the services under the Contract, whether furnished by the City or not, must be devoted to the services under the Contract.

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

The Supplier is encouraged to be innovative in developing and implementing sophisticated techniques for maximizing unit hour utilization. The Supplier must submit to the City annually for review an ongoing system status management and deployment plan detailing its methods and unit levels to provide coverage within the City of Everett.

2.13 LOCAL ADMINISTRATIVE OFFICE

The Contractor shall maintain an administrative office within twenty-five miles of EFD Headquarters, 2801 Oakes Ave, Everett, WA 98201. This office will be established within 60 days after the Effective Date.

2.14 DISPATCH AND COMMUNICATIONS

The City will coordinate Supplier use of the Snohomish County Emergency Radio Network.

The Supplier must utilize a CAD system to record dispatch information for all requests for services, including timestamps for incident initiation, unit dispatch, unit enroute, unit arrival, transport time, hospital arrival time, transfer of care time, and available/clear hospital time.

The Supplier shall provide EFD a web-based view with real-time status and location with geo-coordinates for all Supplier ambulances that serve the Everett Service Area. It is preferable to integrate this information with SNO911 CAD via mobile data computer and related hardware.

The Supplier must install and maintain technology to view EFD's CAD. A true CAD-to-CAD interface between CAD systems is beneficial but may not be achievable. At a minimum, the Supplier's system must meet all of the following requirements:

1. Allow Supplier's Dispatchers to electronically view incident information from the EFD CAD system.
2. Record the EFD incident number for every Supplier response to an EFD incidents, preferably so supplier incident numbers and SNO911 CAD incident numbers may be cross-referenced.
3. Provide all networking, firewall, and other communications equipment necessary to support the web-based information transfer and will provide all network connections whether leased from a commercial carrier or otherwise.
4. Ensure the technology described herein has 99% availability of the network and 99% availability of the technology maintained at the Supplier's premise. Operation and availability of the technology will not excuse the Supplier from meeting the performance and other standards described in this solicitation.
5. Equip each ambulance unit with emergency alerting devices and installed radio communications equipment capable of notifying ambulance personnel of response needs. In addition, each ambulance unit must contain at least one portable two-way radio to provide the driver or attendant with alerting and two-way communication capabilities when away from the ambulance unit.

6. Furnish, operate, maintain, and replace or upgrade all dispatch and communication equipment, radios, telephone equipment, computer aided dispatch ("CAD") system equipment, including hardware and software supporting the interface and security technology, communication infrastructure enhancements (such as CAD upgrades, mobile data terminals, automatic vehicle locators, etc.) and all other equipment and software necessary for the provision of emergent and non-emergent BLS services.
7. Cooperate with the City during its planning and implementation of upgrades and enhancements to the dispatch and communications system.
8. Develop and maintain an internal Quality Improvement ("QI") program for its dispatch and communications center, which must, at a minimum, include a mechanism for the identification and resolution of problems or potential problems related to dispatch and communications; and a dispatch and communications center QI committee that meets regularly to consider the following issues: receipt of call, compliance with prescribed call triage guidelines, appropriate dispatch procedures, unit coverage and unit utilization, system status management plan, including posting locations, all call response time elements, and crew and dispatch rapport. The Supplier must meet as needed with personnel from the EFD to discuss quality improvement issues related to dispatching.

2.15 RESPONSE VEHICLES

The Supplier must furnish, operate, maintain, and replace as necessary all vehicles, equipment, and supplies.

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

The Supplier must maintain and provide to the City a complete listing of all vehicles, including reserve vehicles used in the performance of the Contract, including their license and vehicle identification numbers, and the name and address of the lien holder, if any. This list must be used in the Monthly Performance and Compliance Report to determine if resources exist such that vehicle inventory remains greater than or equal to 125% of peak ambulance coverage. Supplier will inform EFD of any fleet challenges, including financial challenges in maintaining operations.

The Supplier must develop and implement a vehicle replacement program that incorporates provisions to rotate older vehicles out of front-line service. Gasoline powered units must be replaced prior to 125,000 miles and diesel-powered units must be replaced prior to 250,000 miles Supplier will detail any plans for use of electric vehicles and submit them for approval prior to implementation.

Each ambulance unit must always maintain an equipment and supply inventory sufficient to meet Snohomish County Patient Care Protocols.

Ambulance Unit Maintenance: All vehicles, equipment, and supplies must be maintained in a clean, sanitary, and safe mechanical condition always. The Supplier must provide a vehicle maintenance program that is designed and conducted to achieve high standards of reliability appropriate to a modern emergency and non-emergency BLS ambulance service by utilizing appropriately trained personnel knowledgeable in the maintenance and repair of ambulances, developing, and implementing standardized maintenance practices, and incorporating an automated maintenance program record keeping system. Maintenance records demonstrating manufacturers recommended service completion must be available for each vehicle upon request.

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

The Supplier should propose a plan for timely response to EFD requests for bariatric service. In the event that Supplier's proposal contains such a plan and Supplier is selected, the final Contract Documents will contain a provision about that plan that supersedes or supplements this paragraph. If no bariatric unit is proposed, the Supplier will equip all units with gurneys capable of 500lb patient lift minimum.

The Supplier must report all vehicle collisions from the previous month involving the Supplier's vehicles in the Monthly Performance and Compliance Report.

Mass Casualty Vehicle: It is desired that the Supplier provide an equipped mass casualty vehicle. This vehicle will be kept in good working condition and will be available for emergency response to the scene. The vehicle should not be operated as an ambulance unit for day-to-day operations but may be used as a supervisor vehicle. This vehicle may carry personnel and equipment to the incident site. If proposed, proposals must include a description of both the disaster mass causality response vehicle itself, the minimum equipment inventory to be stored in it and a description of the mechanism that will be used for inventorying and assessing the ongoing usefulness of such equipment. At a minimum, equipment inventory must include patient immobilization supplies, patient moving supplies, cervical collars, head immobilization sets, tourniquets, bandaging material, and blankets. In the event that Supplier's proposal proposes a mass casualty vehicle, the final Contract Documents will contain a provision about that plan that supersedes or supplements this paragraph.

2.16 WORK SCHEDULES AND WORKING CONDITIONS

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

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

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

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

The Supplier must operate an aggressive, stringent, and comprehensive program of initial and ongoing personnel recruitment, screening, and orientation designed to attract, select, and thoroughly orient, prior to field or EMS dispatch placement, individuals who are among the industry's most qualified candidates for EMS employment.

Recruitment, selection, and retention of high-quality on-site management personnel are paramount to the success of this program and Supplier shall use its best efforts to accomplish this.

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

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

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

2.17 SUPPLIER RESPONSIBILITIES

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

Prior to driving any ambulance pursuant to this Scope of Work, the Supplier's ambulance operators must successfully complete an Emergency Vehicle Operator's Course approved by the City. Additionally, each

driver must have knowledge of the geographic area of the Everett Service Area and the ability to read maps prior to driving any ambulance units.

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

The Supplier may do other work within the City limits and the Everett Service Area e.g., Law Enforcement Responses, Scheduled Transports, non-ambulance medical transportation, special event standby coverage, HMO, Government contract work, etc., provided the outside work does not negatively affect (as reasonably determined by the City) the Supplier's peak load capacity, disaster readiness, overall efficiency, and does not detract from the Supplier's contractual obligations to the City.

The Supplier acknowledges that Supplier's work under the Contract is for the benefit of the public. The City must be Supplier's first priority and must make its best effort to provide transport services to the City in a timely manner. As part of the operational plan, the Supplier must develop a plan for the immediate recall of personnel to staff units during multi-casualty situations, times of peak overload, or major emergency and disaster situations. This plan must include the ability of the Supplier to alert off-duty personnel.

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

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

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

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

Infectious disease exposure information made known to the Supplier from responses in or associated with the City must be made known to EFD in a timely manner. The City will likewise share infectious disease exposure information from responses involving the Supplier's personnel.

2.18 INSPECTIONS

At any time during normal business hours, and as often as may reasonably be deemed necessary, City representatives and the EFD Medical Director(s), may observe the Supplier's operations. Additionally, the Supplier must make available for their examination and audit, all contracts, invoices, materials, payrolls, inventory records, personnel records 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 matters covered by the contract.

City representatives and the EFD Medical Director(s), may, at any time, and without notification, directly observe Supplier's operation of its EMS Dispatch and Communications Center, maintenance facility, or any ambulance post location.

City representatives and the EFD Medical Director(s), may, at any time, ride as a third person on any of the Supplier's ambulance units, provided however, that in exercising this right to inspection and observation, such representatives must conduct themselves in a professional and courteous manner, must not interfere in any way with Supplier's employees in the performance of their duties, and must at all times, be respectful of Supplier's employer and employee relationship.

The Supplier will cooperate with and respond to a City representative and the EFD Medical Director(s) on all matters related to the provision of emergency and non-emergency BLS ambulance services.

2.19 FINANCE

The Supplier is responsible for all billing and collection functions related to their BLS transport services. The Supplier must 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.

When applicable federal, state or local laws change regarding billing or collection, the Supplier will inform the City.

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

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

Supplier shall pay the City the amounts stated on Section 4.02, Price Sheet. Without limitation, these amounts are intended to cover EFD costs associated with maintenance of this the Contract. Such EFD costs include:

1. Costs associated with the dispatch of and communication with EMS providers, including the Supplier's use of the City's radio frequency and the City's equipment, hardware, software, and maintenance to support such frequency.
2. The City's incremental cost associated with monitoring Supplier's compliance with the Contract, including third-party auditing.
3. The City's incremental cost of data analysis.
4. The City's incremental cost associated with medical control and quality assurance.
5. Annually, the Supplier's payment to the City shall be adjusted annually for inflation. The fee shall be adjusted on January 1 according to the August-to-August CPI-W for the Seattle-Bellevue-Everett area.

The Supplier's sole financial compensation for services rendered under the Agreement shall be the rates billed and collected from patients and responsible third parties, as stated in Section 4.03, Patient Fees. The City, local tax support, or subsidy shall not fund any services provided by Supplier. Annually, the Supplier may request the rates be adjusted based on CPI-W for the Seattle-Bellevue-Everett area.

The Supplier's rates on Section 4.03, Patient Fees are inclusive of all Suppliers' costs. Supplier must not separately charge, separately invoice, or separately itemize on invoices disposable supplies, equipment usage, or recoupment of payments made including liquidated damages to the City. Additionally, the Supplier may only promote and offer to Patients those materials and services stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.

Except as required by law, the Supplier must charge customers rates not to exceed those stated in Section 4.03, Patient Fees, as may be adjusted as set forth in this scope of work. Except as required by law or as approved by the City, the Supplier must charge all customers for BLS transports resulting outside this scope of the work and occurring within the City limits rates as shown on Section 4.03, Patient Fees, as may be adjusted as set forth in this scope of work. This restriction does not apply to any other contracts.

This Scope of Work provides for the payment of Liquidated Damages by the Supplier in certain circumstances of nonperformance, breach, and/or default. Each party agrees that the damaged party's actual damages in each such circumstance would be difficult or impossible to ascertain and that the liquidated damages provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred. Nothing in this section shall be construed to limit any remedies, including termination, provided for herein with respect to any nonperformance, breach, and/or default by the Supplier. The Supplier shall pay liquidated damages to the City for failure to meet patient care standards and response time standards described in this scope of work. Every call that does not adhere to the performance standards shall first be classified according to the table in Section 2.20. Each reported performance failure shall be investigated by the Supplier and reported to the City in the Monthly Performance and Compliance Report. The Supplier may seek exemption from liquidated damages for each reported failure. Based on available information the City shall determine whether there were appropriate or acceptable extenuating circumstances that caused or significantly contributed to the performance failure. The Supplier shall pay liquidated damages to the City for all performance failures that are determined to be

the fault of the Supplier and not the result of an extenuating circumstance. All payments for liquidated damages shall be payable to “The City of Everett.”

2.20 **LIQUIDATED DAMAGES**

Liquidated Damages Table		
Circumstance	Liquidated Damages	Justification
Failure to meet response time standard, code responses.	One fifth of the failed transport fee per minute.	Assumes EFD will be required to perform the transport. Thus, the EFD BLS transport fee shall be the amount for liquidated damages.
Failure to meet response time standard, non-code responses.	One fifth of the failed transport fee per minute.	Assumes EFD will be required to perform the transport. Thus, the EFD BLS transport fee shall be the amount for liquidated damages.
Failed response: No response, or response times in excess of 5:00 beyond time standard.	100% EFD Billed Transport Fee.	EFD billed rate of BLS transport. The 2022 EFD transport fee is \$759.16, and is subject to CPI adjustment annually.
Peak coverage units falling below minimum requirement as shown in Section 2.9.	200% 2023 Transport Fee, billed per reported hour of delinquency.	Based on EFD both performing supplier transport and missing a subsequent EFD transport, 2x EFD billed BLS transport fee.
Failure to properly equip or staff a unit.	100% EFD transport fee.	EFD billed rate of BLS transport.
Failure to furnish required reports, information, data and/or documents on the timelines defined in this Scope of Work.	\$60.00 per day.	Cost per day up to five additional business days at hourly cost of contract administrator 1 hours per day. At business day 11, assumes all incidents were failed responses.

Mechanical failure while transporting	100% EFD billed transport fee.	EFD billed rate of BLS transport.
Failure to record “on-scene” time for any incident as reported by vendor CAD. Example: CAD data shows dispatch and transport times, with no entry for “on-scene” time.	100% EFD billed transport fee.	EFD billed rate of BLS transport.
Instances of “No ambulance available” as reported to the PSAP.	100% EFD billed transport fee.	EFD billed rate of BLS transport
Failure to meet patient care standards.	100% EFD billed transport fee.	EFD billed rate of BLS transport

When the Supplier reports “no ambulances available” upon request for service, liquidated damages will be assessed for each occurrence according to the liquidated damages table.

When Code responses total response time exceed 15:00 minutes, the Supplier shall be assessed liquidated damages at a rate defined in the liquidated damages table for each minute late up to five minutes. For any response greater than 5:00 minutes late, the Supplier shall be deemed to have failed to respond to the request and a failed response fee shall be assessed.

When non-Code responses exceed 20:00 minutes, the Supplier must be assessed liquidated damages at a rate defined in the liquidated damages table for each minute late up to five minutes. For any response greater than 5 minutes late, the Supplier will be deemed to have failed to respond to the request and failed response fee will be assessed.

For major disasters or major incidents outside of the Everett Service Area, the Supplier shall be assessed liquidated damages on par with costs incurred by the City for use of its personnel and vehicles to fill the coverage gap created by the Supplier removing resources that were needed to fulfill the requirements of this Scope of Work.

For any hour the Supplier drops below minimum unit coverage requirements the Supplier must be assessed liquidated damages at a rate defined in the liquidated damages table.

For failure to properly equip or staff a unit the Supplier will be assessed liquidated damages as a failed response. Such units must be immediately removed from service until the deficiency is corrected.

In the event Supplier fails to furnish required information, reports, or documentation, the City will notify the Supplier of such failure. If the Supplier does not furnish the information, report, or document within the time period specified in the City’s notice, the City may, at its option, impose liquidated damages as defined in the liquidated damages table, until the requested item is provided. Such liquidated damages will not be applied in cases where the cause of such reporting deficiency was beyond the Supplier's reasonable control.

If an ambulance experiences a mechanical failure (breakdown) while transporting a patient to a hospital, liquidated damages for a failed response will apply.

If a unit fails to report its on scene arrival to their dispatch center, liquidated damages as defined in the liquidated damages table will apply.

2.21 LIQUIDATED DAMAGES EXEMPTIONS

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

Standard Exemptions

1. **Concurrent Responses:** In the event two or more units are simultaneously committed to one incident and two or more additional units are concurrently responding to at least two other separate incidents, EFD may grant an exemption for each unit starting with the third incident.
2. **Multiple Unit Response:** In the event two or more units are simultaneously committed to one incident, the first arriving unit shall be held to the response time standard. EFD may grant an exemption for each unit starting with the second unit provided the units arrive at the scene within 20:00 minutes.
3. **Declared disaster:** During declared disasters, the EFD may exempt all supplier responses from performance standards defined in this Scope of Work during all or a portion of the disaster period.
4. **Declared state of emergency:** During declared states of emergency, the EFD may exempt all supplier responses from performance standards defined in this Scope of Work during all or a portion of the emergency period.
5. **Response Location Errors:** In the event EFD or PSAP provides an inaccurate address, or if the location does not exist, EFD shall grant a response time exemption.
6. **Response Location Change:** In the event EFD changes the incident location and the change delays the unit's response time because the unit must reroute to respond to the call, EFD may grant an exemption.
7. **Response Delayed by Vehicle Collision:** In the event the unit is involved in a collision and cannot continue to respond to the call, EFD may grant an exemption.
8. **Upgraded Response:** In the event EFD upgrades the priority of the response from non-Code to a Code response, the response may be exempted.
9. **Extended hospital patient transfer (wall) time** may be considered as an exemption similarly to concurrent responses as described in #1, based on the number of supplier's Everett-assigned units waiting.

2.22 INVOICING AND PAYMENT OF FEES AND LIQUIDATED DAMAGES

The Supplier must provide a Monthly Performance and Compliance Report due the 5th business day of the subsequent month. Required contents of this report are listed in section 2.7.

The Supplier may appeal the assessment of liquidated damages consistent with and after executing the process in Sections 2.19, 2.20, and 2.21 via the monthly report. The City's Contract Administrator will review each appeal and make a ruling. Billing for monthly fees and any liquidated damages due will be invoiced to the supplier before the end of the calendar month.

In instances when the City's Contract Administrator, at the request of the Supplier, has reviewed the circumstances for imposing liquidated damages, and determined that the grounds are sufficient to justify the imposition of the liquidated damages, the Supplier may make a final appeal to the Fire Chief or their designee. The request and written documentation will be forwarded to the Fire Chief. The Supplier will have two weeks to forward such appeal and any written documentation after the Contract Administrator's monthly invoice is issued. The determination of the Fire Chief shall be final.

Liquidated Damages Waived for Start-Up Period: The City may waive the liquidated damages for the first three (3) months of the Contract.

Liquidated Damages Adjustment: Liquidated damages may be adjusted annually by the City in an amount not to exceed the rate of inflation for the period since the last adjustment. June to June CPI-W, effective July 1 of each year.

2.23 BREACH OF AGREEMENT

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

2.24 AGGREGATED FAILURE

If in any contract year the Supplier maintains a response time performance level at less than 90% monthly compliance in any four (4) months or two (2) consecutive months, the City shall have the right to terminate the Contract.

2.25 CONTRACT MONITORING

The City may implement a plan for contract monitoring. The City may incorporate a third-party supplier or in-house staff to monitor the contract.

The Supplier must participate in a process to assure a complete audit trail for all contractual aspects and assure the auditor has access to Supplier databases with raw data pertaining to responses in the City to assure compliance and to verify performance standards.

The Supplier must furnish, operate, maintain, and replace or upgrade, all hardware and software, including third party supplier fees, in support of contract monitoring. This requirement enables access to all raw data and databases.

2.26 CONTRACT TRANSITION

In the event of a follow-on contract award to another Supplier for some or all of the work in this scope of work, the Supplier must ensure a cooperative and smooth transition to a new contract provider and must provide all records, status reports and contract files as agreed with the provided notice of termination.

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

- A. The Supplier must continue to meet all its obligations under this Contract, including specifically, the response time standards. The transition plan must specifically address the steps that the Supplier will take to ensure full compliance with the performance requirements of the Contract.
- B. Unless requested by the City, the transition plan must be based on the same operation plan that the Supplier has utilized successfully to date during the term of the Contract.
- C. Employment. The transfer plan must address the Supplier's plans to relocate, layoff, terminate, etc. its then current work force. Recognizing that some of the Supplier's employees may seek other employment as a result of the upcoming transition, the transition plan shall address how the Supplier intends to maintain/retain qualified personnel to meet its performance obligations under the Contract.
- D. Records. The transition plan shall provide for an orderly transfer of all records, data, files or other information, regardless of source, kept by the Supplier arising out of this Contract to the subsequent service provider or the City. No records, data, or information, regardless of source, shall be erased, discarded, removed from the premises or modified without the specific written approval of the City. Any information, spreadsheets, or data sets which may be required by this Contract, whether in hard copy, tape or other electronic media, must become the property of the City at the conclusion of the Contract. Any loss or damage to such records, materials or information, for any reason, shall be replaced /recreated by the City and the cost for such restoration shall be paid by the Supplier. This requirement shall not include materials proprietary to the Supplier except those items necessary to satisfy reporting and other requirements of this Contract.
- E. The transition plan must address the Supplier's plan, if any, to "wind down" its operations in anticipation of the transfer of its operations to a subsequent service provider or the City as the case may be; provided that, in no event shall the Supplier be relieved from full compliance with the performance requirements of the Contract. The transition plan shall address the Contractor's plans, if any: to begin to

reduce inventory; and to terminate, assign or sublease existing equipment, vehicle, service and facility leases, contracts, and subcontracts.

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

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

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

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

2.27 INVOLVEMENT OF FORMER CITY EMPLOYEES

Supplier shall promptly notify Everett in writing of any person who is expected to perform any of the Work and who, during the twelve (12) months immediately prior to the expected commencement date of such work or subcontract, was a City officer or employee.

2.28 KEY PERSONS

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

2.29 SCOPE OF WORK CHANGES

The City of Everett reserves the right to make changes to this scope of work provided that the changes conform to the general intent of this scope of work. These changes will be formalized in a written directive signed by the City Fire Chief or designee. The Supplier shall not affect any change in its performance of this scope of work without the prior written approval of the City. If Supplier desires changes to this scope of work, such proposed changes must be submitted to the City for approval no later than Third Quarter for adoption January 1 of the upcoming year. Supplier-proposed changes may or may

not be approved by the City. If approved, such changes will be formalized in a written document signed by the Fire Chief or designee.

2.30 PRICING ADJUSTMENTS

Prices charged to patients must remain firm as stated in Contract Year One, 4.03, Patient Fees.

Reasonable price changes based on market conditions and price or cost analysis may be requested on an annual basis after Contract Year One. The Supplier must supply documentation satisfactory to the City of Everett such as documented changes to the Consumer Price Index - for the Seattle-Tacoma-Bellevue area.

The City of Everett will evaluate this information to determine if revising the price is fair and reasonable to the satisfaction of the City. Requests for any such change are to be made in writing to the City Procurement Division. A written contract amendment will be issued by the City which will institute the price adjustment, provide the new prices and establish the effective date for the new prices.

The Supplier must give the City of Everett Procurement Division, sixty (60) calendar days written notice prior to the desired effective date of the price increase.

SECTION 3 – PROPOSAL EVALUATION PROCESS

3.1 GENERAL

All proposals will be reviewed to determine compliance with the requirements as specified in the RFP. Proposals will be evaluated on how well the proposal meets the needs of the City, as described in the supplier's response to each requirement and the evaluation criteria identified in this RFP. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal.

3.2 SELECTION PROCESS

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms that the supplier can offer. The specifications may be altered by the City of Everett based on the supplier's proposal and an increase or reduction of services with the supplier may be negotiated before contract signing, award, and execution.

3.3 CONTRACT AWARD AND EXECUTION

A contract award will be for the supplier that best meets the needs of the City of Everett.

The award of a contract to the successful supplier will be notice of acceptance. The award of a contract will bind the supplier to furnish the service in accordance with the information herein, responses to questions, the supplier's proposal, other representations made, as well as all other terms and conditions of the contract in its final form.

The required form of contract is provided with this RFP.

3.4 EVALUATION CRITERIA

Proposals will be evaluated based on the following weighted criteria and how well they meet the needs and requirements as described in the RFP.

#	Criteria	Points	Description
1	Qualifications and Relevant Experience	100	Evaluate responses to Questionnaire 4.04.
2	Technical Capability, Approach, and Capacity	200	Evaluate responses to Questionnaire 4.04.
3	Communication, Customer Services, and Training	100	Evaluate responses to Questionnaire 4.04.
4	Risk, Performance, and Quality Assurance	50	Evaluate responses to Questionnaire 4.04.
5	Price Proposal	150	Evaluate Suppliers' price proposals to determine if the cost is fair and reasonable. Proposed prices: • are realistic for the work to be performed and • demonstrate that the Supplier understands the Scope of Work.
	Total	600	

3.5 INTERVIEWS [OR DEMONSTRATIONS]

The City of Everett may request interviews with the highest-ranked Supplier(s). The purpose of the interview, if held, will be to further review the finalist(s) in specific areas to determine which proposal provides the best fit and value to the City of Everett. Finalist(s) must have key employees available for these interviews. The City of Everett will notify the finalist(s) as to the time, date, and location for an interview or conference call.

SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

4.1 SUBMITTAL REQUIREMENTS

Suppliers must provide a proposal which must demonstrate an understanding of the project requirements as stated throughout this Request for Proposal.

Proposals in response to this RFP must be submitted in the order specified below. Proposal responses must include:

- 1. Supplier Commitment and Information (included)**
- 2. Price Sheet (included)**
- 3. Narrative responses** to the questions asked. Suppliers should re-type the heading, question identifier and question. Then answer the questions and provide in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.
- 4. Certificate of Non-Debarment/Suspension (included)**

4.2 SUGGESTED RESPONSE FORMAT

- Standard 8 1/2" x 11" paper
- Single or double sided, numbered pages
- Typed with a minimum of 12-point font
- Form 4.03 – re-type the question before responding

Sealed Proposal Submissions must be submitted in a SEALED ENVELOPE using the optional Proposal Opening Label (below) or clearly marked with the Proposal Number and Title to the City of Everett no later than the proposal due date and time.

URGENT – SEALED PROPOSAL ENCLOSED Do Not Delay – Deliver Immediately

URGENT		City Clerk's Office Attention: Procurement 2930 Wetmore Ave, Suite 1A Everett, WA 98201	URGENT
	RFP Number:	2023-059	
	RFP Title:	Basic Life Support Ambulance Services	
	Procurement Professional:	Theresa Bauccio-Teschlog, NIGP-CPP, CPPB, MBA	
	Supplier:		

FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION

REQUEST FOR PROPOSAL #2023-059 BASIC LIFE SUPPORT AMBULANCE SERVICES

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI #:	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship.		
Diversity Certification (if applicable): ☐ Disadvantaged Business Enterprise (DBE) ☐ Minority Business Enterprise (MBE) ☐ Women Business Enterprise (WBE) ☐ Minority Women Business Enterprise (MWBE) Certification number:		
Website:	City of Everett Business License #	
Supplier Contact Name (if different from Authorizing Official):	Supplier Contact Title:	
Supplier Contact Email:	Supplier Contact Direct Phone:	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 120 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone:
Authorizing Official Signature and Date:	

FORM 4.02 PRICE SHEET

REQUEST FOR PROPOSAL #2023-059 BASIC LIFE SUPPORT AMBULANCE SERVICES

Supplier Name: _____

Prices must include providing all services as detailed in the Scope of Work.

1. Complete the price sheet.
2. In Column A, provide a firm fixed, lump sum amount which is equal to or greater than \$13,576. that includes all services listed in Section 2.
3. Multiply Column A by Column B and enter the amount in Column C.
4. Clearly identify any services mentioned in your response that are not included in your proposed fee such as services that would be an additional expense.

If there is a conflict between the unit price and the extended price, the unit price must govern. The City may correct arithmetic errors, and the corrected numbers will govern.

#	Description	Offered Monthly Payment (Must be greater than or equal to \$13,576) A	Months in a Year B	Annual Offer C
1	Basic Life Support Ambulance Services Contract Year One	\$	12	\$
2	Basic Life Support Ambulance Services Contract Year Two	\$	12	\$
3	Basic Life Support Ambulance Services Contract Year Three	\$	12	\$
			Total	\$

FORM 4.03 PATIENT FEES

REQUEST FOR PROPOSAL #2023-059 BASIC LIFE SUPPORT AMBULANCE SERVICES

Supplier Name:

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

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

The rates shall remain firm and fixed for the first year of the Contract. Thereafter, the Supplier may request annual adjustments based on Section 2.30.

#	Description	Base Rate per Transport	Mileage Rate Per Mile
1.	BLS - Non-Emergency	\$	\$
2.	BLS - Emergency	\$	\$
3.	Critical Care Nurse	\$	\$

FORM 4.04 QUESTIONNAIRE

Suppliers must complete this “Questionnaire” providing the information in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.

1. Qualifications and Relevant Experience

- A.** Briefly describe your company. Include how long the company been in business.
- B.** Describe the qualifications of your company, its business experience, and achievements.
- C.** Who are you proposing to be the project manager or account manager if awarded this contract? What is their experience with this work and other aspects pertinent to this project? What is their years of experience, years in industry, years with firm, year of applicable licenses, and etc. Provide a list of three major projects that person has been involved in and their role.
- D.** What is your staff turnover rate annually for the past three years? Describe turnover compared to onboarding rates, in terms of net gains or losses per annum over the last three years.
- E.** What are your current service areas? What areas has your company provided services for in the last five years? Provide the type of service and the average hours per week.
- F.** Do you currently have any representatives in Washington State or the Northwest Region? Please describe.
- G.** What characteristics most distinguish your organization from your competitors?

2. Technical Capability, Approach, and Capacity

- A.** List the primary features or work tasks. Provide a timeline of key points to accomplish startup. Identify any components of the proposed service which will not be in place at the start of the contract, and deadlines for when those components will be in place.
- B.** Address whether your company will provide an equipped mass casualty vehicle. Describe your execution, management, and control of the project.
- C.** Describe your billing and collection system. Provide a copy of your financial hardship policy and billing late notice.
- D.** Describe your ability to provide the hardware and software necessary in each unit to connect with SNO911 computer aided dispatch via mobile data computer, to include geolocation.
- E.** Describe your ability to provide the hardware necessary for all units to communicate on the Snohomish County emergency radio network.
- F.** Provide your “initial coverage plan” as described in definitions. Include the proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week.
- G.** Provide a Written plan demonstrating ability to be operational by January 1, 2024.

- H.** Describe the firm's capabilities in relation to the response time, minimum units, and requirements of this proposal.
- I.** Supply supporting documentation to demonstrate your organization's ability to meet the response time criteria. Describe the procedures, including monitoring and verification procedures, to be used to record and analyze response time statistics.
- J.** Describe record keeping and statistical analyses to be used to identify and correct response time performance problems.
- K.** Describe any other strategies to enhance system performance and efficiency through improved deployment and redeployment practices.
- L.** Describe your process to ensure compliance with Washington State laws and regulations and current Snohomish County Patient Care Protocols.
- M.** Describe any relevant software programs that your firm proposes utilizing for this contract.
- N.** Describe how you will collect, package and deliver supplier CAD data on a monthly basis, in a format digestible in spreadsheet software.
- O.** What is the feasibility of being able to record the EFD incident number for every Supplier response to an EFD incidents, preferably so supplier incident numbers and SNO911 CAD incident numbers may be cross-referenced.
- P.** Describe 24-hour and system status management strategies.
- Q.** Describe mechanisms to meet the demand for emergency ambulance response exceeding peak periods of normal daily peak response (125%) or unexpected periods of unusually high call volume (i.e., MCI or other disaster).
- R.** Describe how a surge during a disaster would be managed, where resources would come from, and how long would they take to arrive in Everett.
- S.** Describe the full-time and part-time work force necessary to fully staff ambulances identified in the deployment plans.
- T.** Describe ambulance shifts and criteria to be used in determining shift length.
- U.** Describe work schedules, shift assignments, and policies including those related to workload protection, and any audit criteria related to work schedules and working conditions. Include any mandatory overtime requirements.
- V.** Describe how you measure workload and fatigue for ambulance crews.
- W.** Does your firm intend to subcontract any portion of this contract? If so, please provide the following: name of the firm(s), the percentage of work to be performed by each subcontractor, and a description of the nature of work performed by each.

3. Communication, Customer Services, and Training

- A.** Describe how your company/project manager will keep City of Everett timely informed of any issues related to delivering the services described in this RFP.
- B.** Describe your company's customer service. What is your company's policy for returning calls and e-mails?
- C.** Describe your approach to achieving Customer Satisfaction.
- D.** Describe your on-going training of your staff to assure daily working knowledge as applicable to this contract.
- E.** Where is your office located, and what are your customer service hours (Pacific Time)?
- F.** How will your project manager communicate with City of Everett's project manager in all phases of the contract?

4. Risk, Performance, and Quality Assurance

- A.** Submit no more than five (5) completed relevant project experiences, within the past five years that demonstrate successful contract performance similar in size and scope as described in this RFP, include any government experience. Include the following for each reference:
 - a. Company name and full address
 - b. Point of contact name, title, e-mail address, and phone number
 - c. Contract title, number, start and completion dates.
 - d. Contract description and service details
- B.** What is the average length of your contracts?
- C.** Provide a two-year history of response time compliance fines, if applicable
- D.** Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe.
- E.** Provide any emergency and non-emergency BLS ambulance contracts that have been terminated prior to the end of the contract term within the previous ten years. Describe the circumstances of the termination, name, address, and phone number of the contracting entity.

**FORM 4.05 CERTIFICATE OF NON-DEBARMENT/SUSPENSION
REQUEST FOR PROPOSAL #2023-059
BASIC LIFE SUPPORT AMBULANCE SERVICES**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project),
_____ hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

The Supplier, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Signature of Authorized Official

Title of Authorized Official

Date

THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS RFP. RETURN ALL COMPLETED FORMS WITH ORIGINAL RFP RESPONSE PACKAGE.

SECTION 5 – ACRONYMS & DEFINITIONS

Advanced Life Support (ALS): Medical services performed by paramedic personnel including, but not limited to, intravenous therapy, medication administration, endotracheal intubation, and manual defibrillation, as described in RCW 18.73 and WAC 246-976.

Basic Life Support (BLS): Emergency medical treatment services as defined in RCW 18.73 and WAC 246-976.

Bidder: see “Supplier”.

Cabulance: Van, taxi, or similar vehicle used to transport non-medically emergent patients.

CFR: Code of Federal Regulations.

City: refers to the City of Everett (“COE”), located in Washington State.

Code Response: A BLS level of service with both lights and sirens in which the Supplier begins as quickly as possible to take the steps necessary to respond to the request from the EFD.

Code Requirement: all applicable requirements of the City of Everett Municipal Code (EMC) Title 16, along with any applicable codes including, but not limited to, International Mechanical Code, International Plumbing Code, and International Energy Conservation Code. EMC Title 16 can be found here:
<https://everett.municipal.codes/EMC/16>

Contractor: see “Supplier”.

Contract Administrator: see “Procurement Professional.”

Cost Analysis: comparison of offered price to the offeror’s own costs and evaluation of the difference (profit).

Critical Care Transport: (CCT) – Inter-facility transport of a patient whose condition requires nursing services. EFD does not have CCT capability. EFD must utilize ALS resources in place of CCT.

Desired Features: features that a requested commodity or solution does not have to possess to be considered responsive. However, inclusion of such features are considered value added qualities that may lead to a higher level of success and evaluation score for the proposal response. These are in addition to the salient characteristics included in the solicitation.

Electronic Healthcare Record (EHR): – Documentation for an EMS response. ESO Solutions is the current vendor providing EFD EHRs. EFD does not utilize paper to document patient care.

EMS: Emergency medical services as defined in WAC 246-976.

Everett Service Area: Geographic area inclusive of locations to which EFD might respond. Such area includes mutual aid and automatic aid locations.

Initial Coverage Plan: A detailed document explaining the planned deployment of supplier resources to meet the needs of this Contract, to include but not limited to: Resource deployment, mobile resources, human resources, physical/plant resources, physical locations, any system status management plans, upstaffing and down-staffing plans, non-EFD use of EFD dedicated resources.

Non-Code Response: A level of service for Low Acuity calls with neither lights nor sirens in which the Supplier begins as quickly as possible to take the steps necessary to respond to the request from the EFD.

Public Safety Answering Point (PSAP): EFD dispatch center responsible for triaging and dispatching EFD units. Snohomish County 911 (SNO911) is the PSAP for the City of Everett.

L&I: the Washington State Department of Labor and Industries.

Liquidated Damages: Damages to be paid by the Supplier who breaches all or part of a contract with the City. The amount of damages is agreed upon by all parties to a contract. These damages will be applied per Section 2.19 for as long as the breach is in effect, but they may not be imposed as an arbitrary penalty.

Low Acuity: A patient condition or complaint that is not medically emergent or does not require immediate attention in a hospital emergency department. Low Acuity patients are stable and may be transported via an appropriate and approved mode of transport that does not necessarily need to be a Basic Life Support ambulance.

Low Acuity Call Transfers: Low Acuity 911 calls transferred directly from PSAP to the Supplier's dispatch center without EFD responding to the scene.

Lower Tier Participant: see "Supplier."

Mandatory Features: a condition set out in the scope of work or specifications that must be met without alteration. Not meeting a mandatory requirement may be grounds for disqualification of a bid or proposal.

Monthly Compliance and Performance Report: A monthly report due from the supplier to the City contract manager by the fifth business day of each calendar month. See section 2.21.

Must: see "Shall."

No Ambulance Available: Instances where the supplier dispatch center reports they have no available ambulances upon request of EFD units.

Offeror: see "Supplier."

On Scene Time: The point in time when the ambulance unit is physically stopped or staged at the correct scene. In situations where the unit has been directed to respond to a location other than the scene, e.g., staging areas for hazardous materials, violent crime incidents, or non-secured scenes, "On 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, "On Scene Time" shall mean the point in time of the first communication or status transmission from the scene by that ambulance unit.

OSHA: Occupational Safety and Health Administration.

Price Analysis: comparison of proposed price to comparable pricing data.

Prime Contractor: see "Supplier."

Procurement Professional: the individual in Procurement assigned by the City of Everett who is responsible for resolving contractual issues and supporting the Project Manager during Contract performance. This includes the issuance of a written document to amend, modify, or deviate from the Contract terms, conditions, requirements, specifications, details, or delivery schedule.

Project Manager: the individual assigned by the requesting department that is responsible for managing, inspecting, and monitoring all Supplier work performed to ensure compliance with the contract requirements. The Project Manager is the Supplier's primary point of contact and acts as the agency's representative in charge of work at the site.

Proposer: see "Supplier".

RCW: Revised Code of Washington.

Recipient: see "City."

Request for exemption: An act by the vendor seeking relief from liquidated damages due to unforeseen circumstances affecting performance against standards defined in this Contract.

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

Response Time: Time interval beginning when "request for service" is received by the supplier and ending upon their unit arriving "on scene."

Scheduled Alternative Transport: A Low Acuity Call Transfer that is assigned by the Supplier's dispatch center to be addressed with a set time for a response pick-up by a Cabulance or another responding unit.

Scheduled Alternative Transport Response Time: Accepted, non-standard calculation of Response Time for a Low Acuity Call Transfer that is designated as a Scheduled Transport: The time interval between the agreed-upon pick up time and the On Scene Time.

Shall or Must: the terms "shall" or "must" are used whenever a specification expresses a requirement by either the City or the Supplier.

Subcontractor: the individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Supplier to perform any portion of the work covered by this contract.

Submittals: information which is submitted to the City of Everett by the Supplier.

Supplier: the individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a response to perform the work.

UCC: Uniform Commercial Code.

Unit Hours: Amount of time calculated in hours that a fully staffed and equipped apparatus is available to respond.

"Unit Hour Utilization" (UHU): Descriptive calculation to demonstrate how busy a unit is. Typically, UHU is Unit Working Hours divided by the number of hours in a period.

WAC: Washington Administrative Code.

WISHA: Washington Industrial Safety and Health Act of 1973.



CONTRACT FOR BASIC LIFE SUPPORT AMBULANCE SERVICES

This Contract for Basic Life Support Ambulance Services ("**Contract**") is effective as of the date of the Mayor's signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the person identified as the Contractor in the Basic Provisions below ("**Contractor**"). This Contract includes the Contract Documents stated in the Basic Provisions below. This Contract was awarded pursuant to the Request for Proposals ("**RFP**") stated in the Basic Provisions.

In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor agree as follows:

BASIC PROVISIONS	
Request for Proposals	BASIC LIFE SUPPORT AMBULANCE SERVICES, RFP 2023-059
Contractor Notice Address	Enter Contractor name
	Enter Contractor street address
	Enter Contractor city, state, zip
City Notice Address	City of Everett Fire Department 2801 Oakes Avenue Everett, WA 98201
Term of Contract	From Select date to Select date, with City option(s) to extend as set forth in the Contract Documents.
Contractor Insurance Contact Information	Enter insurance contact name
	Enter insurance contact phone number
	Enter insurance contract email address

Contract Documents	The following documents ("<i>Contract Documents</i>") are incorporated by reference and are hereby made a part of this Contract: ➤ this Contract document; ➤ the attached General Provisions; ➤ the RFP and addenda thereto, including without limitation the Scope of Work; ➤ the Contractor's proposal in response to the RFP; and ➤ all other provisions as required by law. Conflicts or differences between provisions of the Contract Documents are resolved in accordance with Section 1 of the General Provisions.
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END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Contractor have executed this Contract.

**CITY OF EVERETT
WASHINGTON**

Enter Contractor name – must match name in Basic Provisions

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Enter signer's name

Signer's Email Address: Enter email address

Date

Title of Signer: Enter title

ATTEST

Office of the City Clerk

GENERAL PROVISIONS
ATTACHMENT TO
CONTRACT FOR BASIC LIFE SUPPORT AMBULANCE SERVICES

1. **Engagement of Contractor/Scope of Work.** The City hereby agrees to engage the Contractor, and the Contractor hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Contract Documents, including without limitation the RFP Scope of Work. This work so identified is hereafter referred to as "Work." In the RFP, the Contractor is referred to as the "Supplier." If the Contractor's proposal contains or incorporates any terms or conditions that conflict with these General Provisions, then such proposal terms or conditions are not incorporated into this Contract. To the extent of any difference between the respective provisions of Contract Documents, the Contractor shall be bound by the provision(s) that are more stringent on the Contractor. Contractor represents and warrants that it has the requisite training, skill and experience necessary to perform all its obligations under this Contract and is appropriately accredited and licensed by all applicable agencies and governmental entities. Contractor represents and warrants that all materials, equipment, and services provided under the Contract shall be fit for the purpose(s) for which intended, for merchantability, and that the services conform to the Work herein. Acceptance of any service and inspection incidental thereto by the City shall not alter or affect the obligations of Contractor or the rights of City.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Contract, or for the City, belong to the City. Contractor retains any intellectual property rights in documents and intangible property created by Contractor prior to engagement, or not created by Contractor for its performance of this Contract.
3. **Contract Term/City Extension Options.** The term of this Contract is as set forth in the Basic Provisions. The City has three (3) one-year extension options, which the City may exercise by written notice(s) to the Contractor.
4. **Compensation.** The Contractor shall pay the City monthly compensation as set forth in Section 4.02 Price Sheet, as may be modified as set forth in the RFP Scope of Work. Contractor shall pay liquidated damages to the City as set forth in the RFP Scope of Work.
5. **Termination of Contract.**
 - A. **For Cause.** The City may terminate this Contract if the Contractor is in material breach of any of the terms of this Contract, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.
 - B. **For City's Convenience.** The City may terminate this Contract at any time, without cause and for any reason including the City's convenience, upon written notice to the Contractor.
 - C. **Non-appropriation of Funds.** The City may terminate this Contract at any time without notice due to non-appropriation of funds, whether such funds are local, state or federal grants, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.
 - D. **Acts of Insolvency.** The City may terminate this Contract by written notice to Contractor if the Contractor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject

- to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.
- E. Notice The City is not required to provide advance notice of termination. Notwithstanding, the City may issue a termination notice with an effective date later than the termination notice itself. In such case, the Contractor shall continue to provide the Work as required by the City until the effective date provided in the termination notice.
 - F. No Compensation from the City for Termination. In the event of termination by the City for any reason, the Contractor shall have no entitlement for any compensation whatsoever from the City relating to such termination. This includes without limitation no compensation for expenses due prior to or after the termination date, and no compensation for Contractor ambulance or other equipment lease obligations due prior to or after the termination date, and no compensation for any expenses related to personnel due prior to or after the termination date. However, effective upon the termination date, the Contractor is no longer required to pay the monthly compensation under section 4 above, which shall be prorated to the date of termination.
 - G. Transition Plan. Upon notice of termination for any reason, Contractor shall, to the extent required by the City, comply with any transition plan requirements in the RFP Scope of Work.
6. **Subletting/Assignment of Contracts**. Unless specifically authorized elsewhere in the Contract Documents, Contractor shall not sublet or assign any of the Work without the express, prior written consent of the City.
7. **Indemnification**. Except as otherwise provided in this Section, the Contractor hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Contractor (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Contract, whether such Claims sound in contract, tort, or any other legal theory. The Contractor is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Contractor's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Contractor. The Contractor's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, the Contractor specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Contractor recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Contractor employs or engages subconsultants or subcontractors, then Contractor shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as the

Contractor pursuant to this Section. The provisions of this Section 10 shall survive the expiration or termination of this Contract.

8. Insurance.

- A. Contractor shall comply with the following conditions and procure and keep in force during the term of this Contract, at Contractor's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Contractor shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Contractor covers such employees.
 2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Contract may be substituted for this insurance requirement.
 4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
 5. Umbrella/Excess Liability insurance as may be required to demonstrate minimum Commercial General Liability and Business Automobile Liability Insurance total limits are \$5,000,000, which may be satisfied with primary limits or any combination of primary and/or Umbrella/Excess limits.
- B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Contractor to furnish the required insurance during the term of this Contract.
- C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
- D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
- E. Prior to the Contractor performing any Work, Contractor shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Contractor shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Contract and that such insurance shall apply as primary

insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill the requirements.

- F. If the policy listed above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Contract or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.
 - G. Contractor certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Contractor shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Contractor shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
 - H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Contractor, such types of insurance in the name of the Contractor, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Contractor under this Contract or may demand Contractor to promptly reimburse the City for such cost.
9. **Risk of Loss.** Contractor shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be solely responsible for any loss of or damage to Contractor's materials, tools, or other articles used or held for use in connection with the work.
10. **Independent Contractor.**
- A. This Contract neither constitutes nor creates an employer-employee relationship. Contractor must provide services under this Contract as an independent contractor. Contractor must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Contractor agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
 - B. Any and all employees of the Contractor, while engaged in the performance of any Work, shall be considered employees of only the Contractor and not employees of the City. The Contractor shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Contractor, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the Work.
 - C. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
 - D. Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may

during the term of the Contract be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the Work and Contractor shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

11. **Employment/Conflict of Interest.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
12. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, the Contractor shall make available to the City for the City's examination all of the Contractor's records and documents with respect to all matters covered by this Contract and, furthermore, the Contractor will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.
13. **City of Everett Business License.** Contractor agrees to obtain a City of Everett business license prior to performing any work pursuant to this Contract.
14. **State of Washington Requirements.** Contractor agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Contract.
15. **Compliance with Federal, State and Local Laws.** Contractor shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder. This includes without limitation:
 - "Right to Know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-800-180 requires among other things that all manufacturers/distributors of hazardous substances, include completed Material Safety Data Sheets (MSDS) for each hazardous material with each delivery.
 - Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and the Washington Industrial Safety and Health Act of 1973 (WISHA), as may be amended, and the standards and regulations issued thereunder.
 - Americans with Disabilities Act of 1990 (ADA), as may amended, in performing its obligations under this Contract.

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

16. **Compliance with the Washington State Public Records Act.** Contractor acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Contractor. Contractor shall cooperate with the City so that the City may comply with all of its obligations under the Act.

Within ten (10) days after receipt of notice from the City, Contractor shall deliver to the City copies of all records relating to this Contract or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Contract or relating to the Work, the City shall seek to provide notice to Contractor at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Contractor for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Contract, Contractor shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Contractor to comply with this Section.

17. **Equal Employment Opportunity.** Contractor shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Contractor shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
18. **Federal Debarment.** Contractor shall immediately notify the City of any suspension or debarment or other action that excludes the Contractor and any subcontractor from participation in Federal contracting. Contractor shall verify all subcontractors that are intended and/or used by the Contractor for performance of City work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. The Contractor shall keep proof of such verification within the Contractor records.
19. **Waiver.** Any waiver by the Contractor or the City or the breach of any provision of this Contract by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
20. **Complete Contract.** This Contract contains the complete and integrated understanding and Contract between the parties and supersedes any understanding, Contract or negotiation whether oral or written not set forth herein.
21. **Modification of Contract.** This Contract may only be modified only by a writing explicitly identified as a modification of this Contract that is signed by authorized representatives of the City and the Contractor. In the case of a modification of the RFP Scope of Work, the modification may be signed as set forth therein.
22. **Severability.** If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Contract shall remain in full force and effect.
23. **Notices.**
 - A. Notices to the City of Everett shall be sent to the City address in the Basic Provisions.
 - B. Notices to the Contractor shall be sent to its address in the Basic Provisions.
24. **Venue.** Venue for any lawsuit arising out of this Contract shall be in the Superior Court of Snohomish County, Washington.
25. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Contract.
26. **City Marks.** The Contractor will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.

27. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
28. **Negotiated Contract:** The parties acknowledge that this is a negotiated Contract, that they have had the opportunity to have this Contract reviewed by respective legal counsel, and those terms and conditions are not construed against any party on the basis of such party's draftsmanship thereof.
29. **Remedies Cumulative:** Unless specifically provided otherwise in the Contract Documents, rights under this Contract are cumulative and nonexclusive of any other remedy at law or in equity.
30. **Conflict of Provisions.** In the event of conflict between the Contract Documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford City the maximum benefit, unless an authorized City representative provides otherwise in writing.
31. **Publicity.** No news release, advertisement, promotional material, tour, or demonstration related to the City's use of the Contractor's services performed pursuant to this Contract shall be produced, distributed, or take place, without the prior, specific written approval of the City's Project Manager or designee
32. **Signature/Counterparts.** This Contract and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Contract or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

END OF GENERAL PROVISIONS