



**City of Seattle**

**Request for Proposal  
RFP No. SFD-2687**

**TITLE: Basic Life Support (BLS) Ambulance Services**

**Closing Date & Time: 2/7/11 @ 4:00 PM**

<b>Schedule of Events</b>	<b>Date</b>
RFP Release	12/8/10
Optional Pre-Proposal Conference	12/20/10 @10:00 AM
Deadline for Questions	1/7/11
Sealed Proposals Due to the City	2/7/11 @ 4:00 PM
RFP Interviews	TBD
Announcement of Successful Proposer(s)	3/7/11

*The City reserves the right to modify this schedule at the City's discretion. Notification of changes in the response due date would be posted on the City website or as otherwise stated herein.*

**Mark the outside of your mailing envelope with RFP #SFD-2687.**

***PROPOSALS MUST BE RECEIVED AT THE LOCATION LISTED BELOW ON OR BEFORE THE DUE DATE AND TIME***

**If delivered by the U.S. Postal Service, it must be addressed to:**

Sharon Rothwell  
City Purchasing  
PO Box 94687  
Seattle, WA 98124-4687

**If delivered by a courier, overnight delivery or other service, address to:**

Sharon Rothwell  
City Purchasing  
Seattle Municipal Tower  
700 5<sup>th</sup> Ave., #4112  
Seattle, WA 98104-5042

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## 1. BACKGROUND AND PURPOSE

**Purpose:** The purpose of this Request for Proposals (RFP) is to contract with one city-wide contractor of ambulance transport services for Basic Life Support (BLS) patients that have been screened and medically evaluated by the Seattle Fire Department (SFD) and transferred to the Contractor for transport to an appropriate medical facility. The SFD will remain the first responder for all 9-1-1 calls, will perform triage and interrogation of all patients and provide Advanced Life Support (ALS) treatment and transport.

**Background:** Seattle's population is approximately 540,000 and in excess of 450,000 are employed within the City limits. The typical workday population of Seattle grows to approximately 1,000,000. In 2009, SFD responded to more than 77,000 emergency calls, of which EMS calls were approximately 80% of the total. Scope of Services, Appendix C contains historical call data for the years 2005 through 2009. The 2010 figures year to date reflect similar volumes and distributions.

SFD responds to these calls with 4 BLS aid units, 33 engine companies, 11 ladder companies, and 7 ALS paramedic units. The engine and ladder companies, aid units, and 5 of the paramedic units are distributed in 33 fire stations throughout the City. The other two paramedic units are stationed at Harborview Medical Center. These companies and units are staffed by 212 on-duty positions, filled by more than 1073 EMT-fire fighters and paramedics. Harborview Medical Center and the University Of Washington School Of Medicine provide medical control, quality assurance, training, and certification for paramedics. SFD provides ALS transport and a private contractor provides BLS transport.

Seattle is part of the EMS system which encompasses the greater King County region. This system is based on the delivery model developed in Seattle in the late 1960s. This was pioneered by Leonard A. Cobb, M.D. and Gordon Vickery, former Chief of the Seattle Fire Department. The regional EMS program also incorporates a medically oriented, tiered response system. Major components of the system functionally embrace the same full continuum of care for out-of-hospital emergency services.

The regional EMS system is a part, 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 Seattle and King County meet or exceed state EMS certification standards as defined by statute and administrative regulations.

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

The tiered response system is based on a medical model that operates under the legal authority of the King County Medical Program Director (MPD). The MPD delegates medical authority to other physicians who provide medical control to specific Medic One programs. 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.

Additional background and medical protocol information can be found in the Appendices A - F contained in the scope of service.

**Single Award**

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

**2. SOLICITATION OBJECTIVES**

The objectives of this RFP are to:

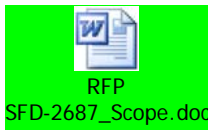
- Provide 911 callers with BLS ambulance service that is available 24 hours per day, 365 days per year within the incorporated City of Seattle limits, competitively priced and provided by highly trained, qualified, and experienced personnel providing timely and quality medical care.
- Require the selected contractor to meet or exceed performance standards.
- Provide transportation of patients as directed by SFD.
- Provide dispatching and communication systems.
- Require payment of liquidated damages if performance standards are not met.
- Provide a quality improvement program to assure timely response to inquiries and complaints.
- Select a contractor with effective system management and fleet management plans.
- Have a contractor that cost shares the EMS resources that it uses in the course of doing its work.

**3. MINIMUM QUALIFICATION**

The following is the minimum qualification that the Proposer must meet in order to be eligible to submit a RFP proposal. Proposals must clearly show compliance with the minimum qualification. Those proposals that are not clearly responsive to the minimum qualification shall be rejected by the City without further consideration.

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

**4. SCOPE OF SERVICES**



**Contract Term**

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

**Liquidated Damages**

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

## 5. INSTRUCTIONS AND INFORMATION

This chapter details City procedures for directing the RFP process.

### Communications with the City

All Proposer communications concerning this RFP shall be directed to the RFP Coordinator:

Sharon Rothwell, Sr. Buyer

206-684-8310

[Sharon.rothwell@seattle.gov](mailto:Sharon.rothwell@seattle.gov)

Unless authorized by the RFP Coordinator, no other City official or City employee is empowered to speak for the City with respect to this RFP. Any Proposer seeking to obtain information, clarification, or interpretations from any other City official or City employee (other than the RFP Coordinator) is advised that such material is used at the Proposer's own risk. The City will not be bound by any such information, clarification, or interpretation.

Following the Proposal submittal deadline, Proposers shall continue to direct all communications to the City RFP Coordinator. The RFP Coordinator will send out information to responding companies as decisions are concluded.

Contact by a proposer regarding this RFP with a City employee other than the RFP Coordinator or an individual specifically approved by the RFP Coordinator in writing, may be grounds for rejection of the proposer's proposal.

### Pre-Proposal Conference

The City shall conduct an optional pre-proposal conference on the time and date provided in page 1, at the Seattle City Purchasing Office, 700 5<sup>th</sup> Avenue, Suite 4112, Seattle. Proposers are highly encouraged to attend but not required to attend in order to be eligible to submit a proposal. The purpose of the meeting is to answer questions potential Proposers may have regarding the solicitation document and to discuss and clarify any issues. This is an opportunity for Proposers to raise concerns regarding specifications, terms, conditions, and any requirements of this solicitation. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items that were known as of this pre-proposal conference.

### Questions

Questions are to be submitted to the RFP Coordinator no later than the date and time on page 1, in order to allow sufficient time for the RFP Coordinator to consider the question before the proposals or proposals are due. The City prefers such questions to be through e-mail directed to the RFP Coordinator's e-mail address. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the proposer of any obligations under this solicitation or any subsequent contract. It is the responsibility of the interested Proposer to assure that it received responses to questions if any are issued.

### Changes to the RFP/Addenda

A change may be made by the City if, in the sole judgment of the City, the change will not compromise the City's objectives in this RFP. A change to this RFP will be made by formal written addendum issued by the RFP Coordinator and shall become part of this RFP and included as part of the Contract. It is the responsibility of Proposers to assure that they have received Addenda if any are issued.

### Bid Blog

A Proposer may opt to subscribe to an "RSS Feed" on the City Blog (titled "The Buy Line"). This is optional; it is for the Proposer's convenience and recommended for those companies familiar with RSS technology. The RSS Feed technology provides alerts for updates, including addenda, or information

that is posted on the City Blog for this solicitation. <http://www.seattle.gov/purchasing/default.htm> . Proposers, who are not familiar with RSS feeds and would like to learn more, may contact Ginny Justiniano, City Buyer at 206-233-7158 for assistance.

### **Receiving Addenda and/or Question and Answers**

The RFP Coordinator will make efforts to provide notice, either through the RSS Feed or e-mail announcements that addenda have been posted on the City website <http://www.seattle.gov/purchasing/default.htm>.

It remains the obligation and responsibility of the Proposer to learn of any addenda, issued by the City.

Note that some third-party services decide to independently post City of Seattle proposals on their websites as well. The City does not guarantee that such services have accurately provided proposers with all the information published by the City, particularly Addenda or changes to proposal date/time.

All Proposals sent to the City shall be considered compliant to all Addenda, with or without specific confirmation from the Proposer that all Addenda were received and incorporated. However, the City may reject the Proposal if it does not appear to have incorporated the Addenda.

### **Proposal Response Date and Location**

- a) Proposals must be received into the City Purchasing Offices no later than the date and time given on page 1 except as revised by Addendum.
- b) The City requires one (1) original hard-copy and four (4) hard copies and (1) CD delivered to the City.
- c) Fax, e-mail and CD copies **will not** be accepted as an alternative to the hard copy requirement. If a CD, fax or e-mail version is delivered to the City, the hard copy will take priority and be the official document for purposes of proposal review.
- d) Responses should be in a sealed box or envelope clearly marked and addressed with the RFP Coordinator, RFP title and number. If an RFP is not clearly marked, the Proposer bears the risks of the RFP being misplaced and not properly delivered. The RFP Coordinator is not responsible for identifying responses submitted that are not properly marked.
- e) **Mark the outside of your Proposal envelope to say “RFP #SFD-2687“. This is important for proper handling of your submittal!**
- f) The RFP response may be hand-delivered or must otherwise be received by the RFP Coordinator at the address provided, by the submittal deadline. Please note that delivery errors can result without careful attention to the proper address.
- g) The submitter has full responsibility to ensure the Proposal arrives at City Purchasing within the deadline. A Proposal submitted or delivered after the time fixed for receipt of Proposals will not be accepted unless waived as immaterial by the City for specific fact-based circumstances. Responses arriving after the deadline may be returned unopened to the Proposer; or the City may accept the package and make a determination as to lateness.
- h) RFP responses shall be signed by an official authorized to legally bind the Proposer. Signature on the Proposer Questionnaire serves as signature for the entire Offer and response, whether the individual documents (i.e. Offer Sheet, Contract, etc) have been signed or unsigned.

**Proposal Format**

The City requests a particular submittal format, to reduce paper, encourage our recycled product expectations, and reduce package bulk. Bulk from binders and large packages are unwanted. Vinyl plastic products are unwanted.

**Paper and Paper Product Requirements**

To promote and encourage environmentally sustainable practices for companies doing business with the City, the City requires that contractors under City contract use environmentally preferable products in production of City work products.

- The City desires the use of 100% PCF (post consumer recycled content, chlorine-free) Grays Harbor paper or equivalent to encourage environmentally preferable practices for City business. Such paper is available at City contract prices from Complete Office at 206-628-0059 or Keeney's Office Supplies. Note - Keeney's is a Women Owned Firm and may be noted on your Outreach Plan.
- The City prohibits plastic and vinyl binders. The City prefers 100% recycled stock Binders. "Rebinders" are a product that fit this requirement and are available at City contract prices from Complete Office at 206-628-0059 or Keeney's Office Supplies at 425-285-0541. Please do not use binders or plastic folders, unless essential.
- Contractors are to duplex all materials that are prepared for the City under this Contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced. This directive is executed under the Mayor's Executive Order, February 13, 2005.

**No RFP Opening – No Reading of Prices**

The City does not conduct a proposal opening for RFP responses. The City requests that companies refrain from requesting proposal information concerning other respondents until an intention to award is announced, as a measure to best protect the solicitation process, particularly in the event of a cancellation or resolicitation. With this preference stated, the City shall continue to properly fulfill all public disclosure requests for such information, as required by State Law.

**Offer Form**

Proposer shall provide its response in the format and on any forms provided, indicating unit prices if appropriate, and attaching additional pages if needed. All prices shall be in US Dollars.

**No Best and Final Offer**

The City reserves the right to make an award without further discussion of the responses submitted; i.e. there will be no best and final offer procedure associated with selecting the Apparently Successful Proposer. Therefore, Proposer's Response should be submitted on the most favorable terms that Proposer can offer.

**Contract Terms and Conditions**

The contract terms and conditions adopted by City Purchasing are included in this RFP. This includes special provisions and specifications, as well as standard terms embedded on the last page of this RFP. Collectively, these are referred to as "Contract" in this Section, and the City will also incorporate the Proposer's proposal into the Contract as adopted by the City.

Proposer agrees, as a condition of submitting an RFP response, to enter into the Contract as provided in this RFP.

If Proposer is awarded a contract and refuses to sign the Contract as provided in this RFP, the City may reject and/or disqualify Proposer from future solicitations for this work. Proposers are to price and submit proposals to reflect the Contract provided in this RFP. Under no circumstances shall Proposer submit its own boilerplate of terms and conditions.

That being said, if a Proposer seeks to modify any Contract provision, the Proposer must submit a request with their proposal, as an "Exception" for City consideration. The Proposer must provide a revised version that clearly shows their alternative contract language, the reason for the change and the cost (either positive or negative) that would result if the City agreed to the change or other benefits to the city of accepting the change. The City is not obligated to accept the Exceptions. The City may accept some or all exceptions or may refuse. Exceptions that materially change the character of the contract may result in rejection of the proposal as non-responsive. The City does not intend to negotiate changes to the draft contract other than the changes that are purposed in the required form.

The City will not modify provisions mandated by Federal, State or City law, including but not limited to Equal Benefits, Audit (Review of Proposer Records), Affirmative Action, Confidentiality, and Debarment. Any exceptions to those items will be rejected. The City does not expect to change Indemnification and may reject all exceptions to Indemnification.

The City shall accept or reject exceptions, and will present a final contract for Proposer signature. The Proposer should be prepared to receive the contract for signature without discussion or negotiation.

Nothing herein prohibits the City from opening discussions with the highest ranked apparent successful Proposer, to negotiate modifications to either the proposal or the contract terms and conditions, in order to align the proposal or the contract to best meet City needs within the scope sought by the RFP.

#### **Alternative language/concept for consideration**

The City's proposed contract is included in this RFP. It sets forth the risk allocation, responsibilities and obligations sought by SFD. Proposers must assume that the City will not make substantive changes to the Contract, except for the addition of specific information from the selected Proposal, as discussed below.

Certain contract provisions may require Proposal-specific information to complete. Proposers should be aware that, if selected, some information submitted in their Proposal will be included in the Contract. Proposal-specific information that may become part of the Contract includes, but is not limited to: equipment lists, operating parameters, insurance forms, surety information, and preliminary plans submitted as part of the Proposal. The Contract may also include, either by reference or as additional exhibits, applicable portions of the RFP, the Proposal, and other associated forms and documents.

If a Proposer believes that significant cost savings or other benefits to SFD are possible by alternative Contract language, the Proposer must submit **Proposal Form A**. In **Proposal Form A**, the Proposer must identify the Contract Section it proposes to change, provide the exact language that it proposes be substituted, and identify the suggested reallocation of risks and the related cost savings, and/or the suggested beneficial change and the related additional cost. The City will not be bound or required to implement these suggested changes, and a Proposer shall not condition its Proposal on acceptance of any suggested change.

The City does not intend to negotiate changes to the Contract that the Proposer has not identified in **Proposal Form A**. The Proposer's Proposal (including Price) must assume that the City will insist on executing the Contract in its current form. As such, it is incumbent on Proposers to identify any benefits or cost savings to SFD that will accrue from accepting a proposed change identified in **Proposal Form A**.



### **Proposer Responsibility to Provide Full Response**

It is the Proposer's responsibility to provide a full and complete written response, which does not require interpretation or clarification by the RFP Coordinator. The Proposer is to provide all requested materials, forms and information. The Proposer is responsible to ensure the materials submitted will properly and accurately reflect the Proposer specifications and offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP deadline; however this does not limit the right of the City to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past experience by the City in assessing responsibility), or to seek clarifications as needed by the City.

### **Tax Revenue Consideration**

SMC 20.60.106 (H) authorizes that in determining the lowest and best offer, the City shall consider the tax revenues derived by the City from its business and occupation, utility, sales and use taxes from the proposed purchase. The City of Seattle's Business and Occupation Tax rate varies according to business classification. Typically, the rate for services such as consulting and professional services is .00415% and for retail or wholesale sales and associated services, the rate is .00215%. Only contractors that have a City of Seattle Business License and have an annual gross taxable Seattle income of \$100,000 or greater are required to pay Business and Occupation Tax. The City will apply SMC 20.60.106(H) and calculate as necessary to determine the lowest offer.

### **Affirmative Efforts for Women and Minority Subcontracting**

Under Seattle Municipal Code 20.42.010, the City finds that minority and women businesses are significantly under-represented and have been underutilized on City Contracts. Additionally, the City does not want to enter into agreements with businesses that discriminate in employment or service provision. The City intends to provide the maximum practicable opportunity for increased participation by minority and women owned businesses, given that such businesses are underrepresented, to ensure that City contracting practices do not support discrimination in employment and services when the City procures public works, goods, and services from the private sector. The City shall not enter into Contracts with Proposers that do not agree to use Affirmative Efforts as required under SMC Chapter 20.42 or violate any provisions of that chapter, or those requirements given below.

- a. As part of the RFP response, Proposers shall submit the requested Vendor Questionnaire (see Section 6 of the RFP). The Vendor Questionnaire asks whether there is any new employment or subcontracting that will result from contract award.
- b. If the Proposer requires no new employment or subcontracting, the Proposer shall indicate NO and proceed forward. If YES, the Proposer shall submit the requested Outreach Plan. The City shall review the response to ensure it is responsible and has shown a successful and deliberate effort to achieve the goals established by the City ordinance.
- c. By submitting a proposal, the Proposer agrees as a contract condition to take affirmative efforts to pursue the Outreach Plan submitted by the Proposer. At the request of the City, Proposers must furnish evidence of the Proposers' compliance, including documentation of their efforts before and during the contract to: 1) employ women and minority group members; 2) subcontract with Women and Minority Businesses on City Contracts; and 3) comply with non-discrimination in the provision of goods and services.

### **Insurance Requirements**

Insurance requirements presented in Attachment #1 are mandatory. Formal proof of insurance is required to be submitted to the City before execution of the Contract. The City will remind the apparent successful proposal in the Intent to Award letter. The apparent successful Proposer must

promptly provide such proof of insurance to the City in reply to the Intent to Award Letter. Contracts will not be executed until all required proof of insurance has been received and approved by the City.

Proposers are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, in the event that the Proposer is selected or is a finalist. Proposers may elect to provide the requested insurance documents within their Proposal.

### **Proposal Terms and Conditions**

Proposers are to price and submit proposals with the understanding that all specifications, requirements, terms and conditions are mandatory for the Proposer to comply with. Proposers are responsible to review all specifications, requirements, Terms and Conditions, insurance requirements, and other requirements herein. Submittal of a proposal is agreement to comply without exception, unless modified by the City. The City has the right to negotiate changes to submitted proposals and to change the City's otherwise mandatory terms and conditions during negotiations, or by providing notice to the Proposer during the contract.

### **Effective Dates of Offer**

Fees contained in the Fee Proposal submittal must remain valid until City completes award. Should any Proposer object to this condition, the Proposer must provide objection through a question and/or complaint to the RFP Coordinator prior to the proposal due date.

### **Requesting Disclosure of Public Records**

The City asks proposers and their companies to refrain from requesting public disclosure of proposal records until an intention to award is announced. This measure is intended to shelter the solicitation process, particularly during the evaluation and selection process or in the event of a cancellation or resolicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law.

### **Cost of Preparing Proposals**

The City will not be liable for any costs incurred by the Proposer in the preparation and presentation of proposals submitted in response to this RFP including, but not limited to, costs incurred in connection with the Proposer's participation in demonstrations and the pre-proposal conference.

### **Proposer Responsibility**

It is the Proposer responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Proposers must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for contractors as set forth in the Washington Revised Statutes.

### **Readability**

Proposers are advised that the City's ability to evaluate proposals is dependent in part on the Proposer's ability and willingness to submit proposals which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential.

### **Changes or Corrections in Proposal Submittal**

Prior to the submittal closing date and time, a Proposer may make changes to its proposal, if the change is initialed and dated by the Proposer. No change shall be allowed after the closing date and time. Note that Proposers cannot change, mark-up or cross-out any condition, format, provision or term that appears on the Fee Proposal Form. If a Proposers needs to change any of its prices or answers that are written on the Offer Form, such change must be made in pen, initialed, and be clear in intent. Do not use white-out.

### **Errors in Proposals**

Proposers are responsible for errors and omissions in their proposals. No such error or omission shall diminish the Proposer's obligations to the City.

### **Withdrawal of Proposal**

A Proposal may be withdrawn by written request of the Proposer, prior to the due date and time. After the due date and time, the Proposal may be withdrawn only with permission by the City.

### **Rejection of Proposals and Rights of Award**

The City reserves the right to reject any or all proposals at any time with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal.

### **Incorporation of RFP and Proposal in Contract**

This RFP and the Proposer's response, including all promises, warranties, commitments, and representations made in the successful proposal as accepted by the City, shall be binding and incorporated by reference in the City's contract with the Proposer.

### **Ethics Code**

The Seattle Ethics Code was recently revised. New requirements become effective June 22, 2009 for City employees and elected officials. Beginning October 22, 2009, the Code covers certain proposers, contractors and consultants. Please familiarize yourself with the new code:

[http://www.seattle.gov/ethics/etpub/et\\_home.htm](http://www.seattle.gov/ethics/etpub/et_home.htm). Attached is a pamphlet for Proposers, Customers and Clients. Specific question should be addressed to the staff of the Seattle Ethics and Elections Commission at 206-684-8500 or via email: (Executive Director, Wayne Barnett, 206-684-8577, [wayne.barnett@seattle.gov](mailto:wayne.barnett@seattle.gov) or staff members Kate Flack, [kate.flack@seattle.gov](mailto:kate.flack@seattle.gov) and Mardie Holden, [mardie.holden@seattle.gov](mailto:mardie.holden@seattle.gov)).



contractor-vendorbr  
ochure[1].pdf

### **No Gifts and Gratuities**

Proposers shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Proposer. An example is giving sporting event tickets to a City employee that is or will be on the evaluation team of a proposal you plan to submit. The rule works both ways, as it also prohibits City employees from soliciting items of value from Proposers. Promotional items worth less than \$25 may be distributed by the Proposer to City employees if the Proposer uses the items as routine and standard promotions for the business.

### **Involvement of Current and Former City Employees**

If a Proposer has any current or former City employees, official or volunteer, working or assisting on solicitation of City business or on completion of an awarded contract, the Proposer must provide written notice to City Purchasing of the current or former City official, employee or volunteer's name. The Proposer must continue to update that information to City Purchasing during the full course of the contract. The Proposer is to be aware and familiar with the Ethics Code, and educate Proposer employees accordingly.

### **Contract Workers with more than 1,000 Hours**

The Ethics Code has been amended to apply to Proposer company workers that perform more than 1,000 cumulative hours on any City contract during any 12-month period. Any such proposer company

worker covered by the Ethics Code must abide by the City Ethics Code. The Proposer is to be aware and familiar with the Ethics Code, and educate proposer workers accordingly.

#### **No Conflict of Interest**

Proposer (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Proposer performance. The City shall make the determination as to compliance.

#### **Signature Certification**

The Vendor Questionnaire provides signature authority and certification for the entire Proposal. This incorporates under signature all materials submitted with the Proposal response. Failure to sign the Vendor Questionnaire is therefore material and essential. Therefore all other documents, whether signed or unsigned, are considered to be certified and valid.

## **6. PROPOSAL AND MANDATORY SUBMITTALS**

#### **Legal Name**

Many companies use a “Doing Business As” name or a nickname in their daily business. However, the City requires the legal name of your company, as it is legally registered. When preparing all forms below, be sure to use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state. For the State of Washington, see [\(http://www.secstate.wa.gov/corps/\)](http://www.secstate.wa.gov/corps/).

Submit proposal with the following format and attachments. Failure to clearly and completely provide all information below, on forms provided and in order requested, may result in rejection as non-responsive.

#### **1. Cover letter (optional)**

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

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

**4. Mandatory - Vendor Questionnaire and Certification:** Sign and submit the following Vendor Questionnaire. This is a mandatory form - the City will reject proposals that do not sign and enclose the Vendor Questionnaire. This includes a statement of those items you wish to hold for non-disclosure.



Vendor  
Questionnaire 6-21-1

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



RFP-SFD-2687\_BLS  
Ambulance Proposal (

**6. Mandatory- Fee Proposal Form:** This will be scored. The City will reject proposals that do not enclose the attached fee proposal.



RFP SFD-2687 Fee  
Proposal.doc

**7. Acceptance & Exceptions to City Contract:**

**If a Proposer believes that significant** cost savings or other benefits to SFD are possible by alternative Contract language, the Proposer must submit **Proposal Form A**. In **Proposal Form A**, The Proposer must identify the Contract Section it proposes to change, provide the exact language that it proposes be substituted, and identify the suggested reallocation of risks and the related cost savings, and/or the suggested beneficial change and the related additional cost. The City will not be bound or required to implement these suggested changes, and a Proposer shall not condition its Proposal on acceptance of any suggested change.

The City does not intend to negotiate changes to the Contract that the Proposer has not identified in **Proposal Form A**. The Proposer's Proposal (including Price) must assume that the City will insist on executing the Contract in its current form. As such, it is incumbent on Proposers to identify any benefits or cost savings to The City that will accrue from accepting a proposed change identified in **Proposal Form A**.



RFP-SFD-2687 Form  
A\_.doc

## Submittal Checklist

This checklist is for your convenience only. It does not need to be submitted with your proposal. This checklist summarizes the forms to submit with your proposal.

Cover Sheet	Optional	
Legal Name	Important	
Minimum Qualifications	Mandatory	
Vendor Questionnaire	Mandatory	
Proposal Response	Mandatory	scored
Fee Proposal	Mandatory	scored
Acceptance and Exceptions to City contract- Proposal Form A	Optional	

**7. Evaluation Process**

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

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

**Evaluation Criteria:**

Category	Points
Performance and Experience	20
Response Time Performance	20
Training	15
Medical Direction Programs	15
Customer Service	15
Risk Management Practices	10
Financial Stability and Administration	15
Ability to Manage Expansion	15
Dispatch Center Operations	10
Reporting and Monitoring	10
Personnel	10
Safety	10
Disaster Preparedness	10
Coverage and Systems Status Management plan	20
Vehicles	10
Equipment and Supplies -Ambulance	10
Cost Proposal	10
<b>Total</b>	<b>225</b>
<b>Interviews (if needed)</b>	<b>25</b>

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

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

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

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

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

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

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

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

## 8. AWARD AND CONTRACT EXECUTION INSTRUCTIONS

The RFP Coordinator intends to provide written notice of the intention to award in a timely manner and to all Proposers responding to the Solicitation.

### **Protests and Complaints**

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this RFP process. Please see the City website at <http://www.seattle.gov/purchasing/pan.htm> for these rules. Interested parties have the obligation to be aware of and understand these rules, and to seek clarification as necessary from the City. Note that there are time limits on protests and Proposers have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

### **Debriefs**

The City issues results and award decisions to all proposers. The City does not otherwise provide debriefs to Proposers.

### **Instructions to the Apparent Successful Proposer**

The Apparent Successful Proposer will receive Intent to Award Letter from the RFP Coordinator after award decisions are made by the City. The Letter will include instructions for final submittals that are due prior to execution of the contract.

If the Proposer was allowed to request exceptions in the instructions (Section 6), and chose to do so, the City will review and select those the City is willing to accept. There will be no discussion on exceptions. Once the Contract is formulated, the City may identify proposal elements that require further discussion in order to align the proposal and contract fully with City business needs before finalizing the agreement. If so, the City will initiate the discussion and the Proposer is to be prepared to respond quickly in City discussions. The City has provided no more than 15 calendar days to finalize such discussions. If mutual agreement requires more than 15 calendar days, the City may terminate negotiations, reject the Proposer and may disqualify the Proposer from future submittals for these same products/services, and continue to the next highest ranked Proposal, at the sole discretion of the City. The City will send a final agreement package to the Proposer for signature.

Once the City has finalized and issued the contract for signature, the Proposer must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the



Proposer fails to execute the contract with all documents within the ten (10) day time frame, the City may cancel the award and proceed to the next ranked Proposer, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may result in Proposer disqualification for future solicitations for this product/service.

#### **Checklist of Final Submittals Prior to Award**

The Proposer(s) should anticipate that the Letter will require at least the following. Proposers are encouraged to prepare these documents as soon as possible, to eliminate risks of late compliance.

- Seattle Business License is current and all taxes due have been paid.
- State of Washington Business License.
- Certificate of Insurance (if a hard-copy is required by the specifications)
- Special Licenses (if any)

#### **Taxpayer Identification Number and W-9**

Unless the Proposer has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the City, the Proposer must execute and submit this form prior to the contract execution date.



W-9\_Form.pdf

## **9. Attachments**

For convenience, the following documents have been embedded in Icon form within this document. To open, simply double click on Icon.

#### **Attachment #1: Insurance Requirements**



2010 Purchasing  
Services Transmittal (

#### **Attachment #2: Contract**



RFP SFD-2687 draft  
contract\_A1.doc