

# **YAKIMA COUNTY**



## **Request for Proposals (RFP) C12206P 9-1-1 Ambulance Transport Services**

*Issued by City of Yakima Purchasing Division*

*On behalf of:*

**Yakima County Emergency Medical Services (EMS)**

**Issue Date: May 4, 2022**

**Due Date: June 6, 2022 at 11:00:00 AM (PT)**

## **NOTICE TO PROPOSERS No. C12206P**

NOTICE IS HEREBY GIVEN by the undersigned that Proposals will be accepted in the office of the City Clerk, until the hour of 11:00:00 AM (PT) on June 6, 2022. At such time, names of Proposers will be publicly read in Yakima City Hall, Council Chambers, located at 129 N. 2nd Street, Yakima, Washington 98901 for:

### **9-1-1 Ambulance Transport Services Yakima County Emergency Medical Services (EMS)**

A pre-proposal conference will be held via Zoom at 11:00:00 AM (PT) on May 11, 2022. Attendance is not mandatory; however, Proposers are **STRONGLY** urged to attend. Call 509-575-6093 to request a Zoom invite.

Yakima County reserves the right to reject any and all Proposals, or parts thereof. Yakima County hereby notifies all Proposers that it will affirmatively ensure that it will not discriminate on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, gender identity, pregnancy, veteran status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.)

**DONE** this 4<sup>th</sup> Day of May, 2022

Maria Mayhue, Purchasing Manager - City of Yakima  
On behalf of: Yakima County Emergency Medical Services

Publish: *Yakima Herald-Republic*: May 4<sup>th</sup> and 6<sup>th</sup>, 2022

**YAKIMA COUNTY REQUEST FOR PROPOSALS C12206P  
COVER SHEET**

*THIS IS NOT AN ORDER*



RFP Release Date: May 4, 2022

**PROJECT DESCRIPTION SUMMARY**

**9-1-1 Ambulance Transport Services  
Yakima County Emergency Medical Services (EMS)**

**Purchasing on Behalf of:**

Yakima County EMS  
2403 So. 18<sup>th</sup> Street, Suite C  
Union Gap, WA 98903

Buyer in charge of this procurement (Contact for further information):

Maria Mayhue, Purchasing Manager  
City of Yakima

RFP Due Date:

**June 6, 2022 at 11:00:00 AM (PT)**

Public Opening ☒

Phone

(509) 575-6094

E-Mail Address

[maria.mayhue@yakimawa.gov](mailto:maria.mayhue@yakimawa.gov)

Enter Prompt Payment Discount: \_\_\_\_\_% net \_\_\_\_\_ days

We/I will implement services within \_\_\_\_\_ days after award of contract.

☐ I hereby acknowledge receiving **addendum(a)** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (use as many spaces as addenda received)

A pre-proposal conference will be held via Zoom at **11:00:00 AM (PT) on May 11, 2022**. Attendance is not mandatory; however, Proposers are **STRONGLY** urged to attend. Call 509-575-6093 to request a Zoom invite.

Proposals will be accepted in the office of the City Clerk, until the hour of **11:00:00 AM (PT) on June 6, 2022**. At such time, names of Proposers will be publicly read in Yakima City Hall, Council Chambers, located at 129 N. 2nd Street, Yakima, Washington 98901.

In signing this RFP we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this RFP has not been knowingly disclosed prior to the opening of RFPs to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

**Furthermore, the Washington State Interlocal Cooperative Act (RCW 39.34) provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.**

We will comply with all terms, conditions and specifications required by the Yakima County in this Request for Proposals and all terms of our RFP.

Company Name		Company Address	
Name of Authorized Company Representative (Type or Print)		Title	Phone (      )
			Fax (      )
Signature of Above	Date	Email Address	

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## I. DEFINITIONS

The following definitions of terms shall apply, unless otherwise indicated:

**“Buyer”** means the contact person listed on page 3 of this document.

**“Contract”** means written agreement between the “Owner” and the “Contractor” (or “Successful Proposer”) that covers the delivery of work to be performed subsequent to this RFP.

**“Contract Manager”** means the individual in the Yakima County Purchasing Division (Buyer) responsible for managing this RFP and subsequent contractual issues.

**“Contractor”** means a proposer that is awarded a Contract under this RFP and its employees or other personnel (including officers, agents and subcontractors) provided by the Contractor to perform work under this Contract.

**“County”** means Yakima County, Washington. Also referred to as “Owner”.

**“Department”** means the Yakima County, Department/Division.

**“Executive”** means the Yakima County Board of County Commissioners.

**“Owner”** also referred to as Yakima County.

**“Proposal”** means the complete response of a proposer submitted on the approved forms and setting forth the proposer’s prices for providing the services described in the RFP.

**“Proposer”** means any individual, company, corporation, or other entity that responds to this RFP.

**“RFP”** means Request for Proposal.

**“SOW”** means Statement of Work.

**“Subcontractor”** means any entity that enters into any agreement with the Contractor to fulfill the requirements and performance obligations of the Contract.

**RFP # C12206P**  
**9-1-1 Ambulance Transport Services**  
**Yakima County Emergency Medical Services (EMS)**

## **II. GENERAL INFORMATION**

### **1. Introduction**

The purpose of this Request for Proposal (RFP) is to provide interested parties with information to enable them to prepare and submit a proposal for 9-1-1 Ambulance Transport Services for Yakima County (referred to as “Owner” throughout this document), Emergency Medical Services (EMS) as represented by City of Yakima Purchasing. Yakima County EMS intends to use the results of this solicitation to award a contract for such services. Please note that this is a rebid of Yakima County’s RFP issued October 27, 2020 with responses due January 12, 2021, (Resolution #318-2020).

### **2. Scope and Objectives**

Yakima County (WA), along with municipalities within Yakima County Trauma Zone 1, are seeking proposals from qualified vendors for high quality contracted Emergency Medical Services (EMS). In this procurement, Yakima County desires clinical excellence, superb response time performance, cost containment, and a professional and courteous image. These services are to include pre-hospital basic and advanced life support for Tiered 911 response within Yakima County Trauma Zone 1. At this time, Zones 2&3 are covered by Sunnyside Fire Department. These zones may be added to the awarded contract at a later date.

The subsequent performance based contract will be based on a tiered EMS system. With this solicitation, the County intends to award one contract and does not anticipate award to multiple companies. Regardless, the County reserves the right to make multiple or partial awards. Please note that this Request for Proposals does not constitute an offer, but rather a request for offers from 9-1-1 Ambulance Transport Services providers.

The successful Proposer will be offered a three (3) year Contract to provide emergency (9-1-1) ambulance services for State Trauma Zone I. The Contractor will have the opportunity to earn up to four (4) additional years of contract extension as described in this solicitation document.

The RFP and subsequent contract do not provide exclusive rights or access to inter-facility transfers that may occur from facilities within Yakima County. There will be no exclusive rights granted for non-emergency transports/transfers within the service area.

### **3. Background and Current Operations**

#### **ABOUT THE OWNER**

Yakima County currently has approximately 251,000 residents. Yakima County has a footprint of 4,311 square miles which includes urban, suburban, rural, and wilderness. Trauma Zone 1 includes the Yakama Tribal Nation and a Military installation that are served by local EMS.

#### **CURRENT OPERATIONS**

<https://www.yakimacountyems.com/EMS-system.html>

The fire departments are paid/volunteer first responders at the BLS level. Currently there are two private Advanced Life Support ambulance companies that respond to all 9-1-1 calls. Fire dispatch notifies the ambulance company's

dispatch of the 9-1-1 call. The ambulances have automatic vehicle locaters that the CAD system uses for the closest ambulance.

Yakima County has one Main PSAP (SUNCOMM) that receives all 9-1-1 calls within Yakima County. There are two dispatch centers that dispatch fire agencies: SIJNCOMM and Lower Valley Dispatch. SUNCOMM dispatches nine fire agencies and Lower Valley Dispatch dispatches seven fire agencies.

#### HISTORICAL SERVICE DEMAND

##### 2016

Nature of Call	Total Calls Received	% of Total
ALARM MEDICAL	706	3.23
AMBULANCE ONLY RESPONSE	206	0.94
EMERGENCY MED RESPONSE MEDIC	9,723	44.44
EMERGENCY MED RESPONSE NURSE	73	0.33
EMERGENCY MED RESPONSE RED	6,069	27.74
EMERGENCY MED RESPONSE YELLOW	922	4.21
Total Calls:	21,881	

##### 2017

Nature of Call	Total Calls Received	% of Total
ALARM MEDICAL	717	3.25
AMBULANCE ONLY RESPONSE	179	0.81
EMERGENCY MED RESPONSE MEDIC	9,814	44.53
EMERGENCY MED RESPONSE NURSE	65	0.29
EMERGENCY MED RESPONSE RED	6,355	28.83
EMERGENCY MED RESPONSE YELLOW	1065	4.83
Total Calls:	22,040	

##### 2018

Nature of Call	Total Calls Received	% of Total
ALARM MEDICAL	820	3.74
AMBULANCE ONLY RESPONSE	162	0.74
EMR LIFT ASSIST	116	0.53
EMERGENCY MED RESPONSE MEDIC	9,874	44.99
EMERGENCY MED RESPONSE NURSE	43	0.20
EMERGENCY MED RESPONSE RED	6,132	
EMERGENCY MED <u>RESPONSE</u> YELLOW	1082	4.93
Total Calls:	21,947	



2019

Nature of Call	Total Calls Received	% of Total
ALARM MEDICAL	894	4.13
AMBULANCE ONLY RESPONSE	85	0.39
EMR LIFT ASSIST	1202	5.56
EMERGENCY MED RESPONSE MEDIC	10,265	47.47
EMERGENCY MED RESPONSE NURSE	42	0.19
EMERGENCY MED RESPONSE RED	6,242	28.87
EMERGENCY MED RESPONSE YELLOW	86	0.40
Total Calls:	21,624	

2020

Nature of Call	Total Calls Received	% of Total
ALARM MEDICAL	956	5.14
AMBULANCE ONLY RESPONSE	135	0.73
EMR LIFT ASSIST	1,337	7.2
EMERGENCY MED RESPONSE MEDIC	12,784	68.7
EMERGENCY MED RESPONSE NURSE	0	0
EMERGENCY MED RESPONSE RED	3,363	18.1
EMERGENCY MED RESPONSE YELLOW	24	0.13
Total Calls:	18,599	

2021

Nature of Call	Total Calls Received	% of Total
ALARM MEDICAL	1,125	5.81
AMBULANCE ONLY RESPONSE	128	0.67
EMR LIFT ASSIST	1,445	7.5
EMERGENCY MED RESPONSE MEDIC	12,740	65.8
EMERGENCY MED RESPONSE NURSE	0	0
EMERGENCY MED RESPONSE RED	3,748	19.3
EMERGENCY MED RESPONSE YELLOW	162	0.83
Total Calls:	19,348	

#### 4. Contracting Agency and Point of Contact

This RFP is issued by the City of Yakima Purchasing Division on behalf of Yakima County. The person responsible for managing this RFP process from beginning to end is the Buyer listed on page 3 of this solicitation. From the date of release of this RFP until a Notice of Intent to Award the Contract is issued, all contacts with Owner's employees, and other personnel performing official business for the Owner regarding this RFP shall be made through the Buyer listed on page 3. **Contact with other Owner personnel by a Proposer, directly or through a third-party, regarding this RFP is not permitted during the procurement process and violation of these conditions may be considered sufficient cause for rejection of a Proposal and disqualification of the Proposer.**

#### 5. Public Records Access

It is the intention of the Owner to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Proposal openings are public.

Proposers are advised that responses are subject to the Washington (Public Records) Open Records Law (RCW 42.56). Upon receipt, the proposals and associated materials shall be open for review by the public in accordance with Washington Open Records Law. By submitting a proposal, the proposing firm acknowledges and accepts that the full contents of the proposal and associated documents shall become open to public inspection.

#### 6. Proprietary Information

Any sections deemed by Proposer to be confidential per Washington State Public Disclosure Act (RCW 42.56 et seq.) shall be separated from the main document and submitted in a separate envelope marked "confidential".

Any consideration of proprietary information is the responsibility of the Proposer to object to through the courts following third party notice, not the Owner (County).

All information submitted in response to a request for public disclosure will be handled in accordance with applicable Owner procurement regulations and the Washington State Public Records Act (RCW 42.56 et seq.). It is the Proposer's responsibility to defend the determination in the event of an appeal or litigation.

Unless otherwise noted, data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the Owner.

#### 7. Requests for Public Disclosure

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. All documents submitted in relation to this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public. It is the intent of the Owner (County) to post all RFP responses online and available to the public after the contract is signed.

**Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal.** If, in the Owner's opinion, the material is subject to disclosure, the Owner will notify Proposer of the request and impending release which will allow the Proposer 10 days from notice to take whatever action it deems necessary to protect its interests. All expense of such action shall be borne solely by the Proposer, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure and Proposer shall indemnify Owner against same. If the Proposer fails or neglects to take such action within said period, the Owner will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Proposer to the foregoing procedure and the Proposer shall have no claim against the Owner on account of actions taken pursuant to such procedure.

## 8. Retention of Rights

The Owner retains the right to accept or reject any or all proposals if deemed to be in its best interests.

All proposals become the property of Owner upon receipt. All rights, title and interest in all materials and ideas prepared by the proposer for the proposal to Owner shall be the exclusive property of Owner and may be used by the Owner at its option.

## 9. Clarifications and/or Revisions to Specification and Requirements

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the Proposer has an affirmative duty to immediately notify the Buyer of such concern and request modification or clarification of the RFP document.

Unless instructions are specifically provided elsewhere in this document, any questions, exceptions, or additions concerning the subject matter of the RFP document(s) shall not be considered unless submitted via e-mail (no phone calls) to the Buyer listed on page 3, a minimum of five business (5) days prior to the submittal due date.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or revisions will be provided to all known Proposers in the form of an Addendum. All Addenda are posted on [www.yakimawa.gov/services/purchasing](http://www.yakimawa.gov/services/purchasing) and [www.publicpurchase.com](http://www.publicpurchase.com) and/or sent directly to interested parties who have registered for updates to this RFP.

If any requirements of the RFP are unacceptable to any prospective Proposer, they may choose not to submit a proposal.

## 10. News Releases

News releases pertaining to the RFP or to the acceptance, rejection, or evaluation of Proposals shall not be made without the prior written approval of the Buyer listed on page 3.

## 11. Pre-Proposal Conference

A pre-proposal conference will be held 11:00 a.m. (PT) on May 11, 2022 via Zoom. **Proposers must contact the Buyer listed on page 3 to request an invite to attend the Zoom virtual meeting.** Attendance at the pre-proposal conference is not mandatory; however, Proposers are STRONGLY urged to attend.

The purpose of the conference 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.**

## 12. Examining Documents & Facilities

The Proposer is hereby advised that by submitting a Proposal, he/she is deemed to have studied and examined all facilities and all relevant documents and acknowledged all requirements contained herein before proposing.

## 13. Calendar of Events

Listed below are important dates and times by which actions related to this RFP may be completed. In the event that the Owner finds it necessary to change any of these dates and times prior to the due date, it will do so by issuing an addendum to this RFP.

DATE	EVENT
May 4, 2022	RFP Issuance
May 11, 2022 at 11:00 AM (PT)	Pre-Proposal Conference VIA Zoom
May 27, 2022	Due date for written questions
June 1, 2022	Addenda -Written answers provided (target)
<b>June 6, 2022 at 11:00 AM (PT)</b>	Proposals Due
June 27, 2022	Contract Awarded by Board
July, 2022	Service Start Date

The schedule of events after the Proposal due date will be handled as expeditiously as possible, but there is not a set schedule. An Evaluation Committee will be formed to evaluate proposals and may choose to interview Proposers or make site visits. Every effort will be made to notify short-listed proposers of important post-opening dates.

Note, City of Yakima City Hall hours are 8:30a.m. to 4:30p.m. Monday through Friday.

#### **14. Contract Term**

See Section 3 of attached Sample Contract.

#### **15. Performance Bond**

Within thirty (30) days of execution of contract, Contractor will be required to submit a performance bond on the form provided (ATTACHMENT A) or an Irrevocable Letter of Credit in an amount equal to one hundred percent (100%) of the proposed price for the first year of contract services. Bond shall be provided by a firm licensed to do business in Washington or a Letter of Credit issued by a commercial bank located within the State of Washington and acceptable to County.

The performance bond or letter of credit will be renewed for each year during the terms of the contract. In the event that the bonding company or bank requires an executed contract prior to insurance of the required performance Bond or Letter of Credit, Contractors will be required to:

- a. Show evidence in the form of a letter from the bonding company of the Proposer's capacity to be bonded or from the bank of the capacity of the Contractor to issue a Letter of Credit.
- b. The contract will specify that the contract will be subject to receipt of a performance bond or letter of credit within (30) thirty days of execution of contract.

#### **16. Incurring Costs**

The Owner is not liable for any cost incurred by a Proposer in the process of responding to this RFP including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this RFP.

#### **17. No Obligation to Contract**

This RFP does not obligate the Owner to contract for service(s), or product(s) specified herein. Owner reserves the right to cancel or reissue this RFP in whole or in part, for any reason prior to the issuance of a Notice of Intent to Award. The Owner does not guarantee to purchase any specific quantity or dollar amount. Proposals that stipulate that the Owner shall guarantee a specific quantity or dollar amount will be disqualified (e.g. "all-or-none".)

#### **18. Best Modern Practices**

All work, including design, shall be performed and completed in accordance with the best modern practices, further, no detail necessary for safe and regular operation shall be omitted, although specific mention thereof may not be made in these specifications.

### III. PREPARING AND SUBMITTING A PROPOSAL

#### 1. General Instructions

The evaluation and selection of a Contractor will be based on the information submitted in the Proposal plus references, and any on-site visits or best and final offers (BAFOs) where requested. **Failure to respond to each of the requirements in the RFP may be the basis for rejecting a Proposal.**

#### 2. Organization and Format of Required Proposal Elements

Proposers responding to this RFP should make every effort to comply with the following format requirements. The Owner reserves the right to exclude any responses from consideration that do not follow the required format as instructed below.

Proposals shall be organized and presented in the order and by the numbers assigned in the RFP with each heading and subheading should be separated by tabs or otherwise clearly marked.

##### **Tab 1 - Table of Contents**

Provide a table of contents for the Proposal.

##### **Tab 2 - RFP Cover Sheet**

Complete and sign the Cover Sheet, which is page 3 of this RFP solicitation.

##### **Tab 3 - Transmittal Letter**

The transmittal letter must be written on the Proposer's official business stationery and signed by an official authorized to legally bind the Proposer. Include in the letter:

- a. Name and title of Proposer representative;
- b. Name, physical and mailing address of company;
- c. Telephone number, fax number, and email address;
- d. RFP number and title;
- e. A statement that the Proposer believes its Proposal meets all the requirements set forth in the RFP;
- f. A statement acknowledging the Proposal conforms to all procurement rules and procedures articulated in this RFP, all rights terms and conditions specified in this RFP;
- g. A statement that the individual signing the Proposal is authorized to make decisions as to the prices quoted and that she/he has not participated and will not participate in any action contrary to the RFP,
- h. A statement that the Proposer will be making a number of representations outside of its formal Proposal document in, possibly, discussions, presentations, negotiations, demonstrations, sales or reference material and other information-providing interactions and as such hereby warrants that the Owner can rely on these as inducements into any subsequent contract, and be made a part thereof;

##### **Tab 4 - Response to Mandatory Proposer Requirements**

Provide a point-by-point response to each requirement specified in **Section IV.1.** of this RFP. Responses that fail to meet the mandatory requirements shall be deemed non-responsive.

##### **Tab 5- Response to Scope of Service Requirements**

Provide a point-by-point response to each requirement specified in **Section IV.2.** of this RFP. Responses to requirements must be in the same sequence and numbered as they appear in this RFP.

#### **Tab 6- Response to General Requirements**

Provide a point-by-point response to each requirement specified in **Section IV.3.** of this RFP. Responses to requirements must be in the same sequence and numbered as they appear in this RFP.

#### **Tab 7– Sample Contract and Terms and Conditions**

The Sample Contract provided with this RFP represents the terms and conditions which the Owner expects to execute in a contract with the successful Proposer. Proposers must accept or submit point-by-point exceptions along with proposed alternative or additional language for each point. The Owner may or may not consider any of the Proposer’s suggested revisions. Any changes or amendment to any of the Contract Terms and Conditions will occur only if the change is in the best interest of the Owner.

It is not necessary for Proposers to sign and return the contract with their proposal, **but Proposers should note applicable provisions, including insurance and bonding requirements relating to this Request for Proposals.**

The County reserves the right to introduce additional terms and conditions at the time the final contract is negotiated. Any additional terms or conditions would be limited to ones having the effect of clarifying the RFP, correcting defects, and implementing the final schedule, or combination of schedules, selected by the County.

#### **Tab 8 – Required Forms Checklist**

Include here any **additional**, completed forms required in this RFP. Failure to complete and/or provide any required forms may result in disqualification of proposal. Forms include but are not limited to:

- **Section VII:** Proposer Questionnaire
- **Section VIII:** Proposer Reference Form

**This Checklist may not be all inclusive – be sure to READ the entire RFP and include everything required.**

\*Note: Because of the specialized service that ambulances provide and the specific state licensing requirements, it is not a requirement to possess all necessary licenses at the time of proposal submittal. However, all licenses must be received thirty (30) days prior to the effective date of the contract to provide the service. Copies of such license(s) shall be submitted to the Buyer listed on page 3.

#### **Tab 9 - Cost Proposal as identified in Section IX of this RFP**

Provide all cost information according to the instructions provided. Submit completed **Cost Proposal Form, Section IX.** Include all costs for furnishing the service(s) included in this proposal. Identify all assumptions. Failure to provide any requested information in the prescribed format may result in disqualification of the Proposal. Also include, on a separate sheet under this tab, a list of all Optional Services and the price for each service. If service is not provided please state so.

### **3. Prohibition of Proposer Terms & Conditions**

A Proposer may not submit the Proposer’s own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

### **4. Proposal Acceptance**

Late Proposals will not be accepted or evaluated. If you try to submit a Proposal Late, it will be returned unopened.

If City Hall is closed for business at the time scheduled for opening, for whatever reason, Proposer's response will be accepted and opened on the next business day of the City, at the originally scheduled hour.

#### 5. Multiple Proposals

Multiple Proposals from a Proposer will be permissible; however, each Proposal must conform fully to the requirements for proposal submission. Each such Proposal must be submitted separately and labeled as "Proposal #1", "Proposal #2", etc. on the first page of their response.

#### 6. Withdrawal of Proposals

Proposers may withdraw or supplement a proposal at any time up to the proposal closing date and time. If a previously submitted proposal is withdrawn before the proposal due date and time, the Proposer may submit another proposal at any time up to the proposal closing date and time. After proposal closing date and time, all submitted Proposals shall be irrevocable until contract award.

### IV. PROPOSAL REQUIREMENTS

The following requirements in Sections IV.1 are **mandatory** and the Proposer must satisfy them at no additional cost to the Owner. Responses to each requirement must indicate that the Proposer either "does comply" with the requirement or "does not comply". No explanation is required, as non-compliance with any of the following requirements will result in proposal rejection and remove that Proposal from further consideration.

**If Proposer feels specific Mandatory Proposal Requirements are proprietary, contact the Buyer listed on the Cover Sheet – page 3, for consideration of requested requirement changes.**

#### 1. Mandatory Proposer Requirements

- a. Sufficient experience is defined as having a minimum of five (5) years of experience providing Advanced Life Support emergency medical services and transport to at least one community or county with a population and EMS system volume similar to the Yakima County service area. Advanced Life Support medical emergencies mean medical situations that would require the services of an advanced emergency medical technician (AEMT). See, RCW 18.73.030; WAC 246-976-010.
- b. Proposer and personnel must possess the required credentials to perform all services called out in this RFP.
- c. Key personnel must have sufficient experience in the implementation and operation of emergency medical services. For the purposes of this section, the term "key personnel" includes:
  - The individual who will be in charge locally within County's service area.
  - The person to whom that person reports.
  - The person responsible for clinical oversight and quality improvement.

Sufficient experience is defined as having a minimum of five (5) years relevant experience.

- d. Financial Capability: Must show evidence of access to sufficient capital and assets to meet the requirements of this RFP.

Proposer shall submit either a current Financial Review or Compilation Report by a CPA firm, which is not to be older than one (1) year, or a Financial Statement from their bank asserting that Contractor has the Financial

Capability to perform this contract. Owner reserves the right to use other means to substantiate Financial Capability, e.g. D&B reports, BBB, or other means.

- e. Must not be debarred at federal or any state level.
- f. Must not have a history of majority regulatory actions or sanctions against the Proposer, including suspension or revocation of any operating license or permit, any sanctions under Medicare or Medicaid programs, revocation of a business permit, or any sanctions by other third-party payers, whether public, private, or non-profit.
- g. The person(s) or firm responsible for medical records/health information exchange must not have a history of litigation in the past five (5) years involving the Proposer or any principal officers in connection with any contract for similar services where the Proposer or principal officer was found to be at fault.

## **2. Scope of Service Requirements**

### **a. Implied Requirements**

Products and services not specifically mentioned in this RFP, but which are necessary to provide the service described by this RFP and standard to the trade in general, shall be included in the proposal. It is intended that this RFP describe the requirements and response format in sufficient detail so as to secure comparable proposals.

### **b. Proposal of Additional Services**

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be negotiated and added to the original contract at the sole discretion of the County.

### **c. Corresponding (similar) Experience**

Each Proposer shall provide the following:

- i. Documentation clearly demonstrating that the Proposer has experience managing a full service (emergency and non-emergency) high performance ALS ambulance service in a community with a population of at least 250,000 persons. Information provided should include a list of communities in which the service is operated, names, addresses and phone numbers of the EMS Medical Director(s) and contract officer(s) or designated public officials with oversight responsibility. Documentation of independently verifiable maximum response time performance, the number of responses provided in each of the last two years and a brief description of the community, its EMS system and the services provided by the Proposer must be included.
- ii. Documentation of existing emergency services management systems and personnel that can facilitate the transition to managing such a service. This information should include descriptions of operational methods including, but not limited to:
  - a) System Status Planning and Deployment Methods
  - b) Communications Center Management or Contractual Relationship
  - c) Field Supervision and Training and Management of Clinical Personnel
  - d) Recruitment, Orientation and Retention of Personnel
  - e) Quality Improvement Process Management
  - f) Interactions with First Responders
  - g) Management of a Material Management and Distribution System
  - h) Fleet Management



- i) Driver Training and Risk Management
  - j) OSHA Compliance and Exposure Control
  - k) Participation in Medicare / Medicaid Compliance Programs
  - l) Compliance and Quality Assurance Methods for 3rd Party Billing
  - m) Health Insurance Portability and Accountability Act (HIPAA) Compliance
- iii. Proposer shall provide information and documentation of existing management and supervisory strength, including senior management and management bench strength, to demonstrate the organization's ability to manage such a program. The information provided should be in the form of names and resumes of existing management and supervisory personnel who will be directly responsible and accountable for providing services under this RFP.
- iv. Proposer shall demonstrate its ability to comply with response times by one of the following methods:
  - a) Demonstration of compliance and systems in use in other areas with a population of comparable size to that covered by the County. References to the system regulator of each location cited shall be included.
  - b) Provision of a detailed plan and experience and credentials of the people who will be responsible for the management and reporting of response time compliance. This shall also include detailed information about any computer aided dispatch, automatic vehicle location system, deployment tools, modeling programs and analysis methods.
- v. Experience in managing and operating a service which is required to comply with specified emergency response times based on historical compliance (e.g. 90% of life-threatening emergencies responded to within a contractually required number of minutes and seconds). Documentation shall include a copy of contract language, regulation or ordinance which requires compliance and the service's response time performance for the past full year for which information is available. This information will be provided on a monthly compliance basis, in accordance with any future contract and in the following format:
  - a) Life Threatening Emergencies
  - b) Month
  - c) Responses
  - d) Exceptions
  - e) Compliance %

If the Proposer does not have experience managing and operating a service in which historical compliance is required, the Proposer shall provide clear and convincing information that demonstrates the capability to implement and manage such a system. The Proposer should include information about the steps, policies, procedures, training, equipment and management techniques that would be utilized to fulfill the requirements of the contract.

d. Documentation of Regulatory Compliance and Litigation

The Proposer shall detail any and all regulatory investigations, findings, actions, complaints and their respective resolutions. Proposer will specifically include details about any and all emergency (911) contract terminations and non-renewals within the last ten (10) years. Additionally, the Proposer will detail the circumstances and resolution of any contract disputes or notices of non-compliance.

The Proposer will provide a detailed list of all litigation in which the Proposer is involved, pertaining to EMS or estimated to have a financial value that may affect the organization's ability to perform under a future contract with the County.

**e. Clinical Performance**

i. Clinical Credentials of Field Personnel

Minimum: Describe how the personnel who make up every ambulance crew will be appropriately certified by the State of Washington. Attest that each ambulance will be staffed with the appropriate personnel for level of service and properly credentialed by the County Medical Director.

ii. Financial Reserve for Clinical Upgrades

Minimum: List the annual dollar amount to be reserved for non-mandatory clinical upgrades. Funds reserved will be cumulative from one contract year to the next and will be used for clinical system improvements above and beyond those contained in the commitments made in the successful proposal and contract.

iii. Quality Improvement Processes

Minimum: Describe the internal quality improvement (QI) program that identifies deviations from medical protocols, incomplete and inaccurate patient information and opportunities for improvement (i.e. to patient care, billing, business practices, etc.).

The Proposer should describe a comprehensive quality improvement program covering all aspects of the operations that it intends to utilize in the performance of this contract. The description of the program should include the type, frequency and quantity of information that would be provided to the County Medical Director to support his/her clinical oversight responsibilities. The County shall have access to and the ability to participate in the QI process.

iv. In-Service Training of Contractor's Employees

Minimum: Describe the programs for employees to retain required certifications and meet local requirements for their respective positions.

Proposers will describe continuing education and special classes to be offered to personnel. Proposers will also provide policies regarding which programs are required and which are voluntary as well as what, if any cost to employees, is involved. Proposer should clearly describe programs for clinical upgrade training, continuing education and any tuition assistance programs for employees.

v. Preceptor Qualifications/Status

Minimum: Describe the educational and operational experience qualifications of clinical preceptors who will support the on-going clinical development of the clinical staff.

vi. EMS Medical Director Support

Minimum: Describe the level, type and amount of staff support that is proposed to facilitate interaction with the duties of the EMS Medical advisor. Also describe the duties, time commitment and activities of the Medical Advisor, including field provider access and participation in Medical Direction activities.

vii. Electronic Patient Care Record

Minimum: Proposer shall propose an electronic patient care record (ePCR) that will be capable of collecting and reporting all clinical and billing records required to meet the requirements of the contract and County documentation requirements. The ePCR system shall provide access for the County staff and the EMS Medical Advisor to review and use data and information from the system for quality improvement, investigative research, contract compliance and other lawful and appropriate purposes. The ePCR shall, at Contractor's sole expense be integrated to any future County data platform in a manner that uploads all data fields required for appropriate billing and dispatch information in a timely manner. The ePCR must also provide for a minimum of a preliminary patient record to be left at the hospital or receiving facility following every transport.

**f. Community Service and Education**

Minimum: Describe the development and implementation of community-based programs, to facilitate and improve injury and illness prevention and system access. Citizen CPR and AED, along with the use of first responders and programs/apps like Pulse Point would be welcome.

Proposer should include a description of specific programs, including training, personnel commitments, equipment, and budgeted funds committed for these programs. Innovative approaches and cooperative programs with other agencies are encouraged.

**g. Control Center Operations**

**i. Qualifications of Personnel**

Minimum: Communications workers must be trained according to EMD National Standard Curriculum, be certified in EMD and receive appropriate orientation to Proposer's deployment methods. Training should include the use of pre-arrival protocols and the Proposer's computer aided dispatch system. There shall be at least one bilingual/biliterate worker available during each shift.

**ii. In-service Training of Contractor's Control Center Employees**

Minimum: Programs for employees to retain required certification and meet local requirements for their respective positions must be described.

Proposers will describe continuing education and special classes to be offered to personnel. Proposers will also provide policies regarding which programs are required and which are voluntary as well and what, if any, cost to employees is involved. Proposer should clearly describe programs for communications upgrade training, continuing education and any tuition assistance programs for employees.

**iii. Methods for Fine Tuning Deployment Plans**

Minimum: Describe the process for modifying deployment techniques to ensure that ambulances are appropriately located by hour of the day and day of the week to respond to requests for service. The description should describe who is involved in the process and how and at what intervals it will be accomplished. Proposers will additionally detail safeguards and provisions to assure that prevention of crew fatigue is adequately provided.

**iv. Proposed Computer Aided Dispatch/AVL System**

Minimum: Proposers will provide detailed information regarding the features and capabilities of the Computer Aided Dispatch and Automated Vehicle Location Systems to be utilized. The Proposer should also provide information about system redundancy, fault tolerance, manual back-up and disaster

recovery features and procedures. An implementation schedule for the installation of the specified system should be included.

v. EMD Software Installation

Minimum: Proposers will describe the proposed EMD system, including a description of its capabilities and operation including the relative advantages of the proposed system over other systems available in the industry. Proposers shall provide a plan for the acquisition and installation of EMD software that is compliant with the requirements of the County. The system must be installed at the beginning date of the contract the installation of the most recently released Medical Dispatch System from the proposed vendor. Proposers should include a detailed plan and timeline for installation, systems integration with CAD and training that will assure that both Emergency Medical Dispatch system are fully operational prior to contract implementation.

vi. Proposed Location and Operation of Communications Center

Minimum: Proposer shall describe its plan to establish a communications center to provide dispatch and communications services under the proposed contract. Proposer may propose to operate its own independent center or may subcontract communications services to the existing PSAP's currently operating in the County. Proposer must provide information about the proposed center, including physical plant, layout, telephony, technology, redundancy, backup power and other systems, sufficient to allow the Scoring Committee to evaluate the relative strength of the proposed approach. The proposers may contact the local PSAP about potential cooperative agreements that may in their mutual interest, but not about other contract features.

**h. Human Resources**

i. Treatment of Incumbent Workers

Minimum: The incumbent work force will be given consideration for employment by the incoming Contractor. Seniority transfer and programs for retaining the incumbent's personnel should be described.

ii. Compensation and Benefits

Minimum: Salary levels will be provided. Each Proposer will include detailed wage scale, compensation increases, hours worked and a complete description of the benefit package to be offered.

iii. Leadership/Supervisory Training

Minimum: Proposer's initial and on-going training and development program for EMS managers and supervisors must be described.

iv. Diversity Awareness Training and Involvement Plan

Minimum; The Proposer will describe its internal diversity awareness and involvement plan, including its affirmative action plan and compliance reports.

v. Health and Safety Programs

Minimum: The Proposer will document a comprehensive health and safety program designed to prevent injuries and improve the health of the work force. This will include all government mandated programs and a comprehensive driver safety program. This must also include the employee screening and drug testing programs.

vi. **Recruitment and Retention Strategies**

Minimum: Document mechanisms to ensure that well qualified employees are recruited and retained in the system. Proposers should describe the comprehensive program used and should include details and examples of methods and tools employed.

**i. First Responder Program Support**

**First Responder Equipment and Supply Replenishment**

Minimum: Proposer will provide a supply and equipment exchange and/or reimbursement program designed to facilitate continuity of care and rapid transfer of patients on-scene.

**j. Fleet and Equipment Issues**

i. **Proposed Vehicles and Safety Features**

Minimum: Proposer will provide a detailed description of how it will maintain its ambulance fleet, including, at a minimum:

A description of the Proposer's approach to driver safety training, monitoring and remediation, including a detailed description of any driver and proposed vehicle performance monitoring system(s).

ii. **Ambulance Maintenance Practices**

Proposer should completely describe details of proposed modifications and maintenance practices specifically designed to increase vehicle service life and eliminate vehicle failures. Additionally, Proposer will identify the location at which ambulance maintenance will be conducted.

iii. **Equipment Maintenance Practices**

The Proposer will provide a detailed list of all major items of clinical equipment and document maintenance procedures and contracts to be employed in maintaining them to manufacturer recommended standards.

**k. Key Personnel and Implementation Plan**

i. **Key Personnel**

Proposers will identify the key personnel that will be employed to implement and manage services proposed under the contract. At a minimum, the identity and qualifications of the individuals responsible for the overall operation as well as those with functional responsibility for managing the communications center, fleet operations, production, and quality improvement should be included. A description of each key on-site person's experience in managing and providing similar services will be included. Resumes' should be provided for each "key" person. Proposers will also detail their "management bench strength" and show how other company resources will support the operation.

ii. **Implementation Plan**

Proposers shall submit an Implementation Plan detailing all significant milestones including planned date each step is expected to commence and be completed in order to begin services by the implementation date of the future potential Contract. The plan should demonstrate a clear, concise and realistic plan to implement the said Contract.

## **I. Billing and Accounts Receivable Program Support**

- i. Description of billing and collection process  
Minimum: The Proposer will describe the methods and process for billing and collection of patient fees.
- ii. Medical Necessity Program  
Minimum: The Proposer will describe its program for the documentation of medical necessity in EMS transportation.
- iii. Corporate Compliance Program  
Minimum: The Proposer will provide detailed information and documentation of its Corporate Compliance program including the name and position of its Corporate Compliance Officer.
- iv. Description of charity or compassionate care program  
Minimum: Proposer should describe proposed policies and procedures related to charity care, installment payments and other methods of dealing with patients that are uninsured or underinsured and may not be able to pay for services rendered.
- v. Description of any proposed membership program  
Minimum: In the event that a proposer intends to utilize a membership program, a full description of the proposed program, including annual membership fees and a description of the benefits and marketing plan must be provided.
- vi. Federal programs (Medicare and Medicaid) and 3rd party payor billing and documentation compliance program.  
Proposer should identify its program, methods, documentation guidelines, and implementation procedures. Proposers will also identify the firm's compliance officer and detail policies related to reporting and resolution of compliance issues

## **m. System Enhancements (These items are not required but will be considered in the scoring of proposals)**

- i. Syndromic Bio surveillance  
Proposers may offer to acquire and install a Syndromic Bio surveillance system that utilizes EMS data, including that obtained during the EMD process, to provide public health and homeland security alerts triggered by clusters or patterns of illness and injury within the community. If the winning Proposer installs such a system, the County may choose to expand the system to cover the entire County, at the County's expense.
- ii. Data Lockbox  
Proposers may offer to establish a Data Lockbox to provide security, continuity and accountability of CAD response data. The system may also include a mechanism for third party analysis, audit and reporting of response time performance to determine contract compliance.

## **3. General Requirements**

The purpose of this section is to provide the Owner with a basis for determining a Proposer's capability to undertake this Contract. Responses to this Section will be scored.

**a. Organizational Capabilities**

Describe your company's experience providing high-quality Advanced Life Support emergency medical services similar to those required by this RFP to customers of comparable size, scope and circumstance.

Provide an organizational chart for your company and include an issue escalation process used to resolve any potential issues between the Owner and the Contractor during the Contract term.

**b. Staff Qualifications**

Identify and provide a resume for the Project Manager that will be assigned to this project and any additional projects they will be involved in during the Contract term. The Project Manager will be the primary point of contact for Owner and must be available on an as-needed basis. Describe how the Project Manager will guarantee availability to Owner during the entire duration of the project.

Identify additional key personnel from your company that will be assigned to this contract, including their current job title and the role they will play in the project. For each staff person, attach a brief resume with any pertinent licenses or accreditations and give at least two (2) examples of a project where the staff provided similar services to an organization with needs similar to those described in this RFP.

Identify the Account Manager who will be handling all invoices and billing and will serve as the account main point of contact for this contract.

If any of these contacts change during the contract term, the Contractor shall verbally notify the Owner within twenty-four (24) hours of change and follow up in writing within five (5) business days of the date of change.

**c. Capital Equipment & Facilities Options**

Each Proposer must include a description proposing what facilities and capital equipment would be available in the provision of any contractual services pursuant to this RFP.

**d. Ambulance Personnel**

This section shall include the following information:

- i. Describe the number of EMT-Paramedics, EMT-Basics, or EMT-Advanced or Nurses that will be employed, as well as those that will staff each ambulance unit. For BLS units, a minimum of two EMTs and ALS units, a minimum of one EMT and one Paramedic.
- ii. Describe the program that will be used for recruitment, including recruitment of bilingual/biliterate employees, hiring, training, and employee (field personnel) retention, to ensure a quality workforce of clinically competent employees that are appropriately certified, licensed, and/or accredited.

**e. System Design & Deployment Parameters**

Present a deployment plan that complies with all of the minimum requirements of this RFP, bearing in mind that the content of said plan shall be described within any eventual contract language.

- i. Identify proposed locations of ambulances and number of vehicles to be deployed on a daily basis. ii. Describe proposed deployment strategies, such as system status management ("SSM").
- ii. Describe mechanisms to meet the demand for emergency ambulance response during peak-demand periods or unexpected periods of unusually high call-volumes.
- iii. Include a map identifying proposed ambulance station or post locations, and identifying those geographic areas within the response-time zones as indicated in this RFP.

- iv. Identify and describe proposed use of any existing public safety facilities throughout Yakima County.
- v. Describe any other strategies to enhance system performance and/or efficiency through improved deployment practices.
- vi. Describe other EMS companies and agencies with whom the Proposer proposes to maintain mutual aid and coverage agreements.
- vii. Describe how a Community Paramedicine program may be integrated into your proposed system.
- viii. Identify a proposal for a possible interlocal agreement with air medical.

**f. Response-Time Performance**

- i. Describe how the deployment plan will meet the response-time performance criteria within Yakima County zone 1. Response time will be defined as the interval between the time the ambulance call was received by the contractor's dispatch until the time the ambulance arrives on scene.
- ii. The service area for Yakima County shall be divided into at least nine zones for reporting and tracking response times. Compliance to response time standards shall be determined for each zone rather than include multiple standards. For example, the use of different response times for rural areas versus urban areas shall not be utilized. Please see attached maps of the response zones.

Maximum Emergency Response Times (90% compliance) as follows:

Zone 1 & 5	10 minutes or less
Zone 2	15 minutes or less
Zone 6	20 minutes or less
Zone 3	25 minutes or less
Zone 7	30 minutes or less
Zone 8 & 9	35 minutes or less
Zone 4	as soon as possible

**When times exceed the 90th percentile there will be liquidated damages associated with the non-compliance.**

**g. Retention of Employees**

The County is concerned about the continued employment of employees with significant local knowledge about the geography and patients in the service area. Therefore, Proposers shall submit a plan to retain and employ as many current local employees as possible within the new contract.

**h. Control Center Operations**

The dispatch and communications section shall include at a minimum:

- i. Describe how the Proposer/Contractor will arrange for the appropriate dispatch of all emergency resources, either internally or with an outside contractor, at the expense of the Proposer/Contractor.
- ii. Each Proposer shall supply and maintain fully operational vehicle and portable radios that are compatible and operate on the frequencies used by all Entities covered in this RFP and will be the minimum primary



means of communication. Acknowledgment regarding adherence to this requirement must be included. Cellular telephones may be used as a secondary communications backup.

- iii. Describe how the Proposer/Contractor will maintain communications with Yakima County interoperability plan.
- iv. Describe how maintenance of mobile and portable radios will be accomplished.
- v. Describe how the Proposer will ensure redundancy/back-up of dispatch communications in the event of a manmade or natural disaster affecting primary dispatch location/services.

**i. Vehicles**

The vehicles section shall include at a minimum:

Vehicles will be a Type 1 or 3 ambulance with 75% of fleet having a maximum mileage of 200,000 on vehicle (maximum vehicle mileage will be less than 250,000 for any vehicle).

- i. Supervisor vehicle
- ii. At least one type 1 or 3 four-wheel drive ambulance.
- iii. 1 UTV for special events or off-road response.
- iv. 1 Bariatric ambulance
- v. A complete description of each ambulance unit that will be placed in frontline service at the beginning of the contract, including any that will be used as reserve units. The description must include, at a minimum:
  - a) Chassis manufacturer, model, year, and current mileage.
  - b) Ambulance manufacturer, type, and year built.
  - c) Certification that the proposed vehicles will be capable of transporting the crew, one patient, one firefighter, and one family member, calculating the standard DOT average weight, without exceeding the manufacturer's gross vehicle weight limits.
  - d) Ambulance replacement plan, all replacement vehicles must be new.
  - e) Description of mobile radios to be utilized.
  - f) Stretcher manufacturer and model (power stretchers and stair chairs).
  - g) General description of medical equipment, supplies, controlled substances storage, etc., to be kept on unit at all times.
  - h) Provide a description of how the mechanical operation of vehicles (ambulances) will be maintained and kept in working order, including maintenance of other components of the ambulance compartment to ensure the highest standards of reliability.

- i) Each vehicle normally assigned to provide services to the County will have lettering prominently displayed in large letters on the left and right sides of the unit:

Include an illustration depicting how this would be displayed on ambulances and any other vehicle types that may be used. Details of this requirement may be subject to negotiation during the contract process.

**j. Capital Equipment & Medical Supplies. This section shall include at a minimum:**

- i. Describe the logistics that will be used to re-supply ambulances with disposable supplies, durable equipment, non-scheduled medications, and other materials, and what processes will be used to ensure all medical equipment remains in good repair and safe working order.
- ii. Describe how capital equipment (e.g., cardiac monitor/defibrillators, stretchers, stair chairs, etc.) will be maintained, repaired when necessary, and replaced in the event of failure or breakdown.
- iii. Describe how the Proposer/Contractor will maintain sufficient medical equipment to ensure sufficient backup to accommodate replacement during repair and in times of excessive demand in the system. This should include the maintenance of a local surplus of all required supplies to sustain operations for a minimum of five (5) days.
- iv. Describe proposed policies and procedures consistent with Drug Enforcement Administration ("DEA") requirements that will govern storage, inventory, accountability, re-stocking, and procurement of any controlled drugs and substances to be carried and utilized by the Proposer/Contractor as determined in the patient treatment protocols or other policies (will ultimately require final approval from the Medical Director).
- v. Describe the Proposers electronic health records system and how clinical data will be shared with the County for the purpose of clinical and system quality and process improvement activities.

**k. Budget & Billing**

This section will include all areas concerning expense budget and revenue sources.

- i. Provide a complete projected budget outlining all operating costs for each of the first two years of operation.
- ii. Describe what electronic software or applications will be utilized to bill patients, Medicare/Medicaid, and third-party payers, and whether billing will be performed internally or externally. If an external billing company will be utilized, provide contact information and other information concerning the experience of such company in ambulance billing.
- iii. Describe how the Proposer will account for all system costs and ensure economic efficiency.

**l. Ambulance Rates & Fees**

The following section must include a list of the following rates that the Proposer would anticipate charging.

BLS-Base rate ii. ALS-I Base rate iii. ALS-2 Base rate iv. Mileage (loaded) per mile

**m. Non-Transporting First-Responder Agencies**

- i. Equipment exchange — describe methods/program to replace disposable supplies, and exchange durable re-usable equipment (e.g., traction splints, cervical collars, etc.) utilized by first responders (i.e., the fire department).
- ii. Personnel return — describe how non-transport, first-responder personnel who accompany the ambulance crew during transport, will be returned to their vehicle at the earliest possible time following the transfer of patient care after transport.

**n. Ambulance Work Schedules and Conditions**

At least 51% Of the employers proposed schedule shall be Proposer's full-time employees. Proposer's work schedules and assignments will provide reasonable working conditions for ambulance personnel. Ambulance personnel cannot be fatigued to an extent that their judgment or motor skills might be impaired.

The maximum unit hour utilization for 24-hour ambulance units shall not exceed 0.25 without prior approval.

- i. Uniforms for ambulance personnel will be approved by the board.
- ii. There will be at least one Supervisor on shift that will not be on a unit unless all other units are unavailable.
- iii. Provide work schedules, shift assignments, policies including those related to workload protection, and any audit criteria related to work schedules and working conditions.
- iv. Provide methods that will be used to minimize the turnover rate among the Proposer's personnel.
- v. Provide how you measure workload and fatigue for ambulance crews.
- vi. Provide your personnel recruitment and screening processes.
- vii. Provide your employee retention program.
- viii. Provide your organization's programs, policies and procedures for occupational health and safety and communicable disease control, including communicable diseases prevention,
- ix. Provide your pre-employment and on-going physical and mental health ability evaluation processes.
- x. Submit completed copies of your compensation package for ambulance paramedics, and EMTs.

**o. Ambulance Service Administration**

- i. Provide a complete list of the titles and job descriptions of those positions with the responsibility of general management; field operations; administrative support; billing and finance; training and continuing education; clinical oversight and quality improvement; analysis and reporting of response time compliance; and any other administrative positions that might be utilized.
- ii. Acknowledgment that all individuals shall be trained and receive certification as current level National Incident Management System ("NIMS") compliant by FEMA and as deemed appropriate by the County Board.

- iii. Acknowledgment regarding compliance with all adopted and approved Emergency Operation Plans ("EOP") for Yakima County.
- iv. Acknowledgment of the understanding that participation will be required for any tabletops, functional and full-scale emergency and disaster exercises that take place to enhance the preparedness and responses within the community at no additional cost to the County.
- v. Provide a Standard Operating Procedure ("SOP") that describes how complaints regarding level of care, response or employee action or inaction are handled.
- vi. Participation in the County EMS meetings and Continuous Quality Improvement (CQI), including plans to provide a detailed monthly response summary to include response times by priority as well as the total number of responses and transports along with compliance percentages. Attaching other reporting requirements as recommended.
- vii. Proposer will be expected to be active and participate in community events as well as assisting with community educational programs and special events at no additional cost to the County or its member entities.
- viii. Acknowledgment that the Proposer will be responsible for compliance with all requests for public information pursuant to the Washington Public Records Act received by the County.

**p. Medical Direction**

The Contractor will provide their own Medical Advisor.

Critical Incident Stress Management and Employee Resilience Program

- i. Proposer shall establish a stress management and employee resilience program for its employees to include an on-going stress reduction program, a critical incident stress action plan, and reliable access to trained and experienced professional counselors through an employee assistance program.
- ii. Provide the Critical Incident Stress Management program and Employee Assistance Program you plan to use in Yakima County.

**q. Records Management System ("RMS")**

- i. Provide the name and general features of the electronic RMS that will be used to document ePCRs, incident data (e.g., incident locations, time-stamps, etc.)
- ii. Describe how the RMS will link to the current CAD systems at each PSAP.

**r. Patient-Centered Healthcare/Patient Satisfaction**

- i. Describe how the organization will focus on patient-centered healthcare, including improving the patient experience of care (including quality and satisfaction); improving the health of the County's population; and reducing the per-capita cost of EMS.
- ii. Describe what method(s) will be utilized to determine patient satisfaction/patient experience, in a format that allows for an independent evaluation by the County's representatives (e.g., patient satisfaction surveys sent with every bill and returned to the County designated members or support staff upon request).

**s. Measurement of Patient Outcomes & Clinical Success Rates**

- i. Describe the proposer's metrics that are utilized to regularly measure and report cardiac arrest survival to discharge from the hospital, and patients entered into the trauma system.
- ii. Explain the process(s), metrics, and benchmarks that will be used to regularly track and report advanced airway success rates; vascular access success (venipuncture, intraosseous, etc.); door-to balloon times in recognized STEM I's; success in properly recognizing strokes and STEMI's.
- iii. Describe what quality assurance/quality improvement program may be used beyond that required by the Yakima County Medical Program Director and the Medical Advisor.

**4. Questionnaire and Reference Forms**

Proposer must complete the Proposer Questionnaire Form: Submittal Form VII, as well as the Proposer Reference Form: Submittal Form VIII, and submit with **Tab 8** in their proposal response.

Provide references for communities currently or previously served that your company is/was the primary Advanced Life Support transport provider. Include the names and contact information for at least three (3) elected officials, government employees, fire chiefs, police chiefs, or other persons **not personally associated (past or present) with the Proposer**, who can attest to the service provided.

Proposers are encouraged to provide further detail where such detail might differentiate their services from those of their competitors or where such detail might assist the Evaluation Committee to better understand the proposal.

**V. COST PROPOSAL**

**1. General Instructions for Preparing Cost Proposals**

Proposer must complete the Cost Proposal Form: Submittal Form IX, and submit with **Tab 9** in their proposal response. If Proposer agrees to allow other governmental agencies to purchase goods or services from the awarded Contractor under the resulting contract, price accordingly so other jurisdictions can perform an apples-to-apples comparison for their resulting contract.

**2. Charge for Services**

Proposers shall submit their proposed price for services in two ways:

- a. Proposals will be scored using a "Maximum Average Bill" (MAB) methodology. The MAB represents the total annual patient fees charged for services divided by the number of calls billed. The following formula represents this calculation:

*Total Annual Patient Charges divided by Total Annual Calls*

- b. Proposers shall submit the initial fee structure that is proposed to achieve the proposed MAB. It shall be known that, at the end of any sixth month of the contract, the Contractor shall submit, and the County shall review, the Contractor's performance in regard to compliance to the MAB. If Contractor is charging more than the MAB, the Patient Charges shall be reduced prospectively to compensate for cumulative charges above the proposed MAB. Appropriate adjustments shall be made to compensate.

### 3. Pricing and Discount

The Owner qualifies for governmental discounts. Unit prices shall reflect these discounts. Unit prices shown on the proposal or contract shall be the price per unit of sale (e.g., hour, ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the proposal evaluation and contract administration.

## VI. EVALUATION AND CONTRACT AWARD

### 1. Preliminary Evaluation

All Proposals shall be evaluated against the same standards. The Proposals will first be reviewed to determine if they contain the required forms, follow the submittal instructions and meet all mandatory requirements. Failure to meet mandatory requirements will result in proposal rejection as non-responsive. In the event that NO Proposer meets specified requirement(s), the Owner reserves the right to continue the evaluation of the proposals and to select the proposal most closely meeting the requirements specified in this RFP, or not select any proposals.

### 2. Proposer Presentations/Scoring

Based on evaluation of the written proposals by the Evaluation Committee on the stated criteria, an estimate of two to four top scoring proposals may be short-listed. Short-listed Proposers may be required to participate in interviews and/or site visits to support and clarify their Proposals, if requested by the Evaluation Committee. The Evaluation Committee will make every reasonable attempt to schedule each presentation at a time and location agreeable to the Proposer. Failure of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of the Proposer's Proposal.

Should the Evaluation Committee request any oral presentations or demonstrations from one or more of the short-listed proposers, the Evaluation Committee will review the initial scoring and make adjustments based on the information obtained in the oral presentation or demonstration and site visits and to determine final scoring.

### 3. Evaluation Criteria

The proposals will be scored using the following criteria:

#	Description	Max Points
1	Organizational Capabilities, including training, medical direction programs, customer service, risk management practices, ability to manage expansion, dispatch center operations, systems, reporting and monitoring, safety, disaster preparedness, coverage, vehicles, equipment and supplies – ambulance.	30
2	Qualifications and experience of firm, firm officers, management personnel, and key personnel assigned to this project.	25
3	The Proposer's demonstrated understanding of the contractual undertaking, including the Proposer's approach to project, management plan, transition, and alignment to the scope of work.	20
4	Financial capacity and overall risk/benefit assessment	10
5	Cost Proposal	10
6	References, past performance response time,	5
TOTAL POSSIBLE POINTS		100

The Cost Proposal section shall receive a weighted score, based upon the ratio of the lowest proposal to the highest proposal. The lowest cost Proposal will receive the maximum number of points available for the cost category and other proposals will be scored accordingly.

Results of reference checks will be used to clarify and substantiate information in the written proposals. The reference results shall then be considered when scoring the responses to the requirements in the RFP.

The points stated above are the maximum amount awarded for each category. The evaluation process is designed to recommend award of this procurement to the proposal that is the best value of the Owner, not necessarily the lowest cost Proposal.

Submission of a proposal implies the Proposer's acceptance of the evaluation criteria and process and recognition that subjective judgments may be made by the Evaluation Committee.

#### **4. RFP Evaluation:**

Evaluation of proposals may include consideration of past experience and performance with the County and other agencies, and Proposer's supporting documentation.

Each proposal will be evaluated in accordance with the evaluation criteria stated herein to determine acceptable proposals. The County will award to the Proposer whose offer conforms to the solicitation and will be most advantageous to Yakima County EMS, as determined by the evaluation factors listed above.

#### **5. Award / Best and Final Offers**

The Buyer will compile the final scores for all sections of each responsive proposal. The award will be granted in one of two ways. The Evaluation Committee's Recommendation of Award may be granted to the highest scoring responsive Proposal and responsible Proposer. Alternatively, Proposers with the highest scoring proposer or proposers may be requested to submit Best and Final Offers. If Best and Final Offers are requested by the Evaluation Committee and submitted by the Proposer, they will be evaluated against the stated criteria, scored and ranked by the Evaluation Committee. The Intent to Negotiate then will be granted to the highest scoring Proposer; however, a Proposer should not expect that the Owner will request a Best and Final Offer.

#### **6. Tied Score**

In case of a tied score, recommendation of award will go to the firm who was favored by the majority of the Evaluation Committee members, according to their score. The Evaluation Committee shall then offer an "Intent to Negotiate and/or Intent to Award" the final contract with the successful Proposer and the decision to accept the award and approve the resulting contract shall be final.

#### **7. Tax Revenues**

RCW 39.30.040 allows the County to consider the tax revenue that is generated by a purchase of supplies, materials, and equipment, including those from a local sales tax or from a gross receipts business and occupation tax, it determining which bid proposal is the lowest, after the tax revenue has been considered.

#### **8. Offer in Effect for One Hundred and Eighty (180) Days**

A Proposal may not be modified, withdrawn or canceled by the proposer for a one hundred and eighty (180) day period following the deadline for proposal submission as defined in the Calendar of Events, or receipt of best and final offer, if required, and Proposer so agrees in submitting the proposal.

## **9. Notification of Intent to Negotiate/Intent to Award**

Proposers will be notified in writing of the Owner's Intent to Negotiate and/or Intent to Award the contract resulting from this RFP.

## **10. Right to Reject Proposals and Negotiate Contract Terms**

The Owner reserves the right to negotiate the terms of the contract, including the award amount, with the selected Proposer prior to entering into a contract.

If a contract is not successfully executed with the highest scoring Proposer, the Owner may choose to cancel the first Intent to Award and commence a contract execution process with the next highest scoring Proposer.

## **11. Protest Procedure**

Any protest must be made in writing, signed by the protestor, and state that the Proposer is submitting a formal protest. The protest shall be filed with the Yakima County Prosecutor's Office: [joseph.brusic@co.yakima.wa.us](mailto:joseph.brusic@co.yakima.wa.us) or [deborah.clausing@co.yakima.wa.us](mailto:deborah.clausing@co.yakima.wa.us). The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests based on specifications/scope of work, or other terms in the RFP shall be filed at least five (5) calendar days before the solicitations due date, and protests based on award or after the award shall be filed no more than five calendar (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Proposer:

Step I. Prosecutor's Office tries resolving matter with the Protester. All available facts will be considered and a written decision shall be issued.

Step II. If unresolved, within three (3) business days after receipt of written decision, the protest may be appealed to the Board of County Commissioners (or their designee). The Board (or their designee) shall make a final determination in writing to the Protester.

### Award Announcement

Purchasing shall announce the successful Proposer via Website, e-mail, regular mail, or by any other appropriate means. Once the Intent to Award/Negotiate is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the Proposer received the information, but rather when the announcement is issued by Purchasing.

### Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the Owner determines that one of the following applies:

- The supplies or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
- A prompt award will otherwise be advantageous to the Owner.

If the award is made, regardless of a protest, the award must be documented in the file, explaining the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned.

The Owner retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.



## VII. PROPOSER QUESTIONNAIRE

Page 1 of 4

INSTRUCTIONS: Provide the requested information, sign and date. If the Owner requires further description, the Owner may request Proposer to provide such information within a mandatory due date. You must submit this completed form to the Owner with your Proposal. **Failure to submit this form fully complete, may result in disqualification of Proposal.**

### PROPOSER INFORMATION

**Proposer's Legal Name:** \_\_\_\_\_

**Company's dba:** (if applicable) \_\_\_\_\_

CEO/President  
Name: \_\_\_\_\_

Business License No. \_\_\_\_\_ UBI No. \_\_\_\_\_ Federal EIN No. \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

Physical Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

**Name the person to contact for questions concerning this proposal.**

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

Physical Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

PROPOSER: \_\_\_\_\_

## PROPOSER QUESTIONNAIRE

Page 2 of 4

### OWNERSHIP

Is your firm a subsidiary, parent, holding company, or affiliate of another firm? Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain:* \_\_\_\_\_

### FINANCIAL RESOURCES AND RESPONSIBILITY

Within the previous five years, has your firm been the debtor of a bankruptcy? Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain* \_\_\_\_\_

Is your firm in the process of or in negotiations toward being sold? Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain* \_\_\_\_\_

Within the previous five years, has your firm been debarred from contracting with any local, state, or federal government contract? Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain* \_\_\_\_\_

Within the previous five years, has your firm been determined to be a non-responsible bidder for a proposal for any government contract? Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain* \_\_\_\_\_

Within the previous five years, has a governmental or private entity terminated your firm's contract prior to contract completion? Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain* \_\_\_\_\_

Within the previous five years, has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency? Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain* \_\_\_\_\_

PROPOSER: \_\_\_\_\_

## PROPOSER QUESTIONNAIRE

Page 3 of 4

### DISPUTES

Within the previous five years, has your firm been the defendant in court on a matter related to any of the following?

- Payment to subcontractors? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

- Work performance on a contract? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

Does your firm have any outstanding judgments pending against it? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

Within the previous five years, has your firm been assessed liquidated damages on a contract? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

Has your firm received notice of and/or in litigation about patent infringement for the product and/or service that your firm is offering to the County? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

### COMPLIANCE

Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a governmental entity? *This does not include owners of stock if your firm is a publicly traded corporation.* Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

License(s) are required to perform the services sought by this solicitation. Within the previous five years, has your firm had a license suspended by a licensing agency or been found to have violated licensing laws? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please explain \_\_\_\_\_

PROPOSER: \_\_\_\_\_

## PROPOSER QUESTIONNAIRE

Page 4 of 4

### BUSINESS INTEGRITY

Is a governmental entity or public utility currently investigating your firm for false claims or material misrepresentations?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain* \_\_\_\_\_

Within the previous five years, has a governmental entity or public utility determined your firm made a false claim or material misrepresentation?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain* \_\_\_\_\_

Within the previous five years, has your firm or any of its owners, partners or officers been convicted of a crime involving the bidding on a government contract, the awarding of a government contract, the performance of a government contract, or of a crime of fraud, theft, embezzlement, perjury, bribery? *This does not include Owners of stock if your firm is a publicly traded corporation.*

Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain* \_\_\_\_\_

## VIII. PROPOSER REFERENCE FORM

**1) Company Name** \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Email \_\_\_\_\_

Describe experience with reference

---

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**2) Company Name** \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Email \_\_\_\_\_

Describe experience with reference

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**3) Company Name** \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Email \_\_\_\_\_

Describe experience with reference

---

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IX. COST PROPOSAL FORM

Template below is a suggested layout to convey pricing. Attach additional pages if necessary, to show other models.

"Model" refers to scenarios as described below:

- Service scenarios/models for calculating chares and tax subsidy  
Proposers should consider and provide detail on a minimum of three (3) service models to calculate charges for each scenario, please also provide any other background on assumptions or service delivery you deem pertinent.
- Service Model/Scenarios  
Your proposed service model recommendation based on Yakima County historic market data, market opportunities, and your preferred service delivery.

	Amount Model #1	Amount Model #2	Amount Module #3
Projected Annual Transports			
Total Patient Charges			
Total Other Revenue			
Total Budgeted Revenue			
Maximum Average Bill			

Use of "Maximum Average Bill" (MAB) methodology:

Total Projected Patient Charges / Projected Annual Transports = Maximum Average Bill

Proposed Charges to achieve MAB

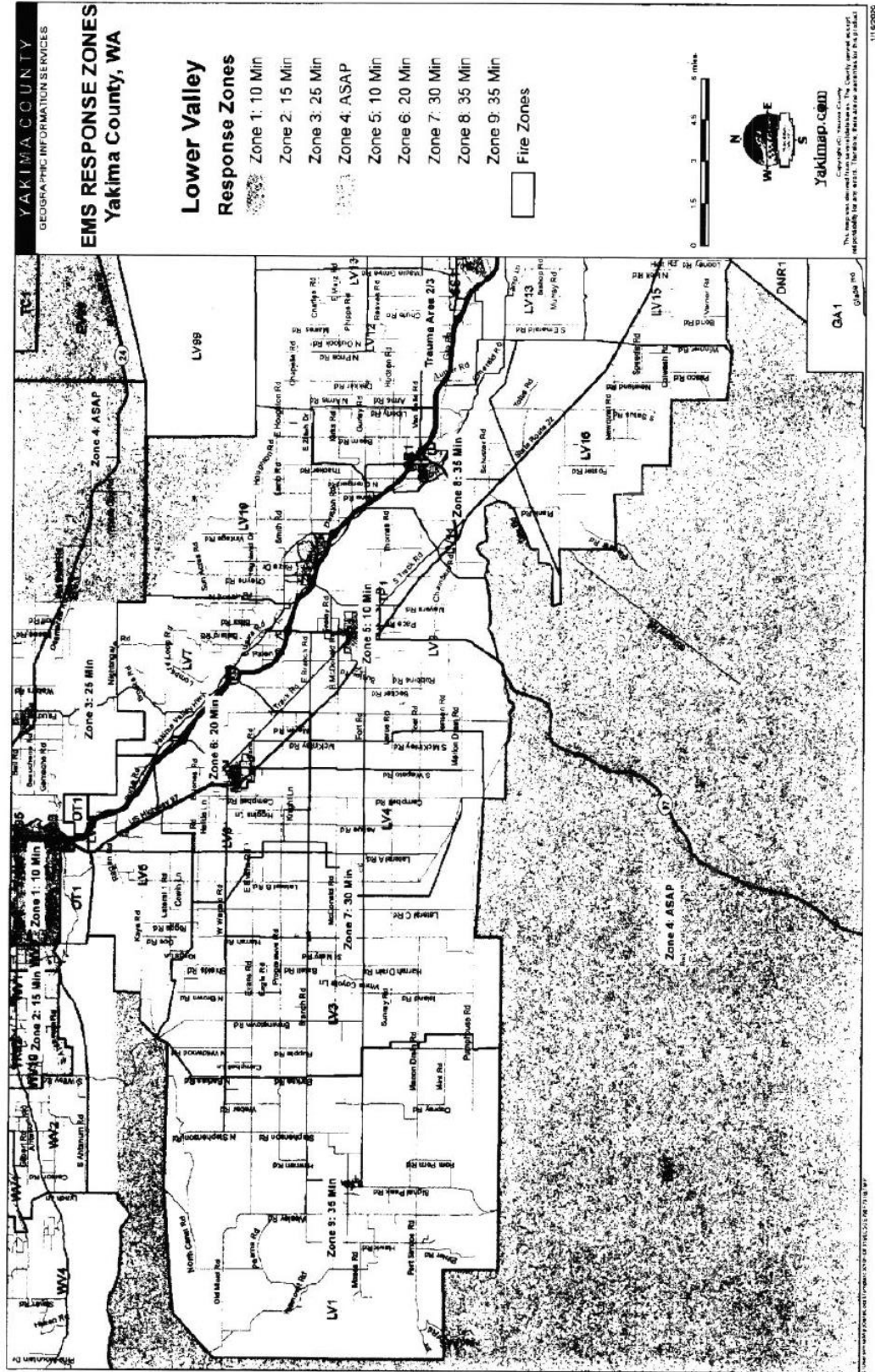
Charge	Amount Model #1	Amount Model #2	Amount Model #3
BLS Non-Emergency			
BLS Emergency			
ALS-I Non-Emergency			
ALS-I Emergency			
ALS-2			
SCR			
Mileage			
Waiting Time			

## COST PROPOSAL FORM

Although Paid Standby revenues are not included in the calculation of the MAB, the proposed charges should be entered below:

	Amount Model #1	Amount Model #2	Amount Module #3
Standby			

## X. YAKIMA COUNTY, WA - EMS RESPONSE ZONES MAP





## **XI. SAMPLE CONTRACT**

### **YAKIMA COUNTY PROFESSIONAL SERVICES AGREEMENT FOR 9-1-1 Ambulance Transport Services**

**THIS PROFESSIONAL SERVICES AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, between Yakima County, a Washington municipal corporation ("County"), and \_\_\_\_\_, ("Contractor").

**WITNESSETH:** The parties, in consideration of the terms and conditions herein, do hereby covenant and agree as follows:

#### **1. Statement of Work**

The minimum services (hereinafter referred to as "Services") that the Contractor will provide include services described in RFP C12206P which are attached as Exhibit A hereto and incorporated herein by this reference.

#### **2. Compensation**

The County agrees to pay the Contractor according to Exhibit B, attached hereto and incorporated herein, which Exhibit includes the deliverables and payment schedule of itemized prices as listed in the Contractor's Proposal submittal at the time and in the manner and upon the conditions provided for the Contract.

#### **3. Contract Term**

The successful Proposer will be awarded an initial 3-year contract. Up to four (4) one (1) year extensions may be earned according to the agreed upon contract terms, including amendments. The County, at its option and upon mutual consent of all parties involved, may choose to extend the contract based on existing terms, conditions, and prices set forth in the original RFP. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the County provides advance notice of the intention to not renew or to negotiate changes.

All prices negotiated under the contract must remain firm for the duration of the contract and any extensions. The contract may contain provisions for cost or rate escalators tied to the Consumer Price Index and may include a provision that allows the contractor to petition for changes in the event of issues beyond the Contractor's control (e.g. new regulatory requirement, changes in healthcare, funding and reimbursement, etc.). The grant of any such change would be discussed and negotiated, but, ultimately, the County will make the final decision.

#### **4. Agency Relationship between County and Contractor**

Contractor shall, at all times, be an independent Contractor and not an agent or representative of County with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of County. In no event shall Contractor be authorized to enter into any agreement or undertaking for, or on, behalf of County.

#### **5. Successors and Assigns**

- a. Neither the County, nor the Contractor, shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the prior written consent of the other.
- b. The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

#### **6. Property Rights**

All records or papers of any sort relating to the County and to the project will at all times be the property of the County and shall be surrendered to the County upon demand. All information concerning the County and said project which is not otherwise a matter of public record or

required by law to be made public, is confidential, and the Contractor will not, in whole or part, now or at any time disclose that information without the express written consent of the County.

## **7. Inspection and Production of Records**

- a. The records relating to the Services shall, at all times, be subject to inspection by and with the approval of the County, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Contract, notwithstanding the County's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the County sufficient, safe, and proper facilities, and/or send copies of the requested documents to the County. Contractor's records relating to the Services will be provided to the County upon the County's request.
- b. Contractor shall promptly furnish the County with such information and records which are related to the Services of this Contract as may be requested by the County. Until the expiration of six (6) years after final payment of the compensation payable under this Contract, or for a longer period if required by law or by the Washington Secretary of State's record retention schedule, Contractor shall retain and provide the County access to (and the County shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services performed by Contractor under this Contract.
- c. All records relating to Contractor's services under this Contract must be made available to the County, and the records relating to the Services are Yakima County records. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by law. All records relating to Contractor's services under this Contract must be retained by Contractor for the minimum period of time required pursuant to the Washington Secretary of State's records retention schedule.
- d. The terms of this section shall survive any expiration or termination of this Contract.

## **8. Work Made for Hire**

All work the Contractor performs under this Contract shall be considered work made for hire, and shall be the property of the County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Contractor produces in connection with this Contract. On completion or termination of the Contract, the Contractor shall deliver these materials to the County.

## **9. Compliance with Law**

Contractor agrees to perform all Services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise, including policies adopted by the County, as those laws, ordinances, rules, regulations, and policies now exist or may hereafter be amended or enacted. Contractor shall procure and have all applicable and necessary permits, licenses and approvals of any federal, state, and local government or governmental authority or this project, pay all charges and fees, and give all notices necessary and incidental to the due and lawful execution of the work.

Contractor shall procure and have all applicable and necessary permits, licenses and approvals of any federal, state, and local government or governmental authority or this project, pay all charges and fees, and give all notices necessary and incidental to the due and lawful execution of the work.

- a. Procurement of a City Business License. Contractor must procure a City of Yakima Business License and pay all charges, fees, and taxes associated with said license.
- b. Contractor must provide proof of a valid Washington department of Revenue state excise tax registration number, as required in Title 85 RCW.
- c. Contractor must provide proof of a valid Washington Unified Business Identification (UBI) number. Contractor must have a current UBI number and not be disqualified from bidding on any public works contract under RCW 39.06.101 or 36.12.065(3).

- d. Contractor must provide proof of a valid Washington Employment Security Department number as required by Title 50 RCW.
- e. Foreign (Non-Washington) Corporations: Although the County does not require foreign corporate proposers to qualify in the City, County or State prior to submitting a proposal, it is specifically understood and agreed that any such corporation will promptly take all necessary measures to become authorized to conduct business in Yakima County, at their own expense, without regard to whether such corporation is actually awarded the contract, and in the event that the award is made, prior to conducting any business in the County.

## **10. Nondiscrimination Provision**

During the performance of this Contract, the Contractor agrees as follows:

The Contractor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, gender identity, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.).

This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of Services under this Agreement.

In the event of the Contractor's noncompliance with the non-discrimination clause of this contract or with any such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for any future County contracts.

## **11. Pay Transparency Nondiscrimination Provision:**

The Contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

## **12. Indemnification and Hold Harmless**

- a. Contractor shall take all necessary precautions in performing the Services to prevent injury to persons or property. The Contractor agrees to release, indemnify, defend, and hold harmless the County, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Agreement or the acts, failures to act, errors or omissions of the Contractor, or any Contractor's agent or subcontractor, in performance of this Agreement, except for claims caused by the County's sole negligence. The County's right to indemnification includes attorney's fees costs associated with establishing the right to indemnification hereunder in favor of the County.
- b. If any suit, judgment, action, claim or demand arises out of, or occurs in conjunction with, the negligent acts and/or omissions of both the Contractor and the County, or their elected or appointed officials, officers, employees, agents, attorneys or volunteers, pursuant to this Contract, each party shall be liable for its proportionate share of negligence for any resulting suit, judgment, action, claim, demand, damages or costs and expenses, including reasonable attorneys' fees.
- c. **Industrial Insurance Act Waiver.** It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. Contractor shall require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement, comply with the terms

of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. The Parties acknowledge that they have mutually negotiated this waiver.

- d. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, the Contractor's liability, including the duty and cost to defend, shall be only to the extent of the Contractor's negligence.
- e. Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.
- f. The terms of this Section shall survive any expiration or termination of this Contract.

### **13. Contractor's Liability Insurance**

At all times during performance of the Services and this Contract, Contractor shall secure and maintain in effect insurance to protect the County and Contractor from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. Contractor shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The County reserves the right to require higher limits should it deem it necessary in the best interest of the public.

Contractor shall provide a Certificate of Insurance to the County as evidence of coverage for each of the policies and outlined herein. A copy of the additional insured endorsement attached to the policy shall be included with the certificate. This Certificate of insurance shall be provided to the County, prior to commencement of work.

Failure of County to demand such verification of coverage with these insurance requirements or failure of County to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Contractor's insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this Contract. Any insurance, self-insurance or insurance pool coverage maintained by the County shall be in excess of the Contractor's insurance and neither the County nor its insurance providers shall contribute to any settlements, defense costs, or other payments made by Contractor's insurance.

If at any time during the life of the Contract, or any extension, Contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the County to terminate the Contract.

The following insurance is required:

#### **a. Commercial Liability Insurance**

Before this Contract is fully executed by the parties, Contractor shall provide the County with a certificate of insurance and additional insured endorsements as proof of commercial liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit bodily injury and property damage, and Five Million Dollars (\$5,000,000.00) general aggregate. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the County, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The certificate of insurance and additional insured endorsements shall name Yakima County, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the County prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as Yakima County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

#### **b. Automobile Liability Insurance**

Before this Contract is fully executed by the parties, Contractor shall provide the County with a certificate of insurance as proof of automobile liability insurance with a minimum liability limit of Five Million Dollars (\$5,000,000.00) per occurrence. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the County, its elected and appointed officials,

employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The certificate of insurance and additional insured endorsements shall name Yakima County, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the County prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as Yakima County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract. The business auto liability shall include Hired and Non-Owned coverage if necessary.

#### **c. Employer's Liability (Stop Gap)**

Contractor and all subcontractor(s) shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable, and shall maintain Employer's Liability insurance with a limit of no less than Two Million Dollars (\$2,000,000.00). The County shall not be held responsible in any way for claims filed by Contractor or its employees for services performed under the terms of this Contract. Contractor agrees to assume full liability for all claims arising from this Contract including claims resulting from negligent acts of all subcontractor(s). Contractor is responsible to ensure subcontractor(s) have insurance as needed. Failure of subcontractors(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

#### **14. Severability**

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Contract are declared severable.

#### **15. Contract Documents**

This Contract, the Request for Proposals No. C12206P 9-1-1 Ambulance Transport Services Scope of Work, conditions, addenda, and modifications and Contractor's proposal (to the extent consistent with Yakima County documents) constitute the Contract Documents and are complementary. Specific Federal and State laws and the terms of this Contract, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2<sup>nd</sup> St., Yakima, WA, 98901, and are hereby incorporated by reference into this Contract.

#### **16. Termination**

##### Termination for Cause:

In the event the Contractor breaches this Contract, the County may terminate the Contract at its sole discretion in such event that it provides the Contractor with written notice of Contractor's breach and the Contractor fails to cure its breach within thirty (30) days of this notice.

In the event of the County breaches this Contract, the Contractor may terminate the Contract at its sole discretion in such event that it provides the County with written notice of County's breach and the County fails to cure its breach of the Contract within sixty (60) days of this notice.

The following represents a non-exclusive, illustrative list of instances that shall be considered a breach by the Contractor:

- a. Defaults on an obligation under the Contract;
- b. Fails to perform any material obligation required under the Contract;
- c. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
- d. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
- e. Makes an assignment for the benefit of creditors;
- f. Fails to follow the sales and use tax certification requirements of the State of Washington;
- g. Incurs a delinquent Washington tax liability;

- h. Becomes a State or Federally debarred Contractor;
- i. Is excluded from federal procurement and non-procurement Contracts;
- j. Fails to maintain and keep in force all required insurance, permits and licenses as provided in the Contract;
- k. Fails to maintain the confidentiality of the County information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information;
- l. Contractor performance threatens the health or safety of a City, County or municipal employee; or

#### Termination for Convenience:

The County may terminate the Contract, without cause, by providing thirty (30) days written notice of termination.

In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of the County, multiplied by the corresponding payment for completion of such services as set forth in the Contract. Alternatively, at the sole discretion of the County, the Contractor may be compensated for the actual service hours provided. The County shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within 30 days of written notice to the Contractor requesting the refund.

Change in Funding: In addition to the above termination provisions, if the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

### **17. Dispute Resolution**

In the event that any dispute shall arise as to the interpretation of this agreement, or in the event of a notice of default as to whether such default does constitute a breach of the contract, and if the parties hereto cannot mutually settle such differences, then the parties shall first pursue mediation as a means to resolve the dispute. If the afore mentioned methods are either not successful then any dispute relating to this Agreement shall be decided in the courts of Yakima County, in accordance with the laws of Washington. If both parties consent in writing, other available means of dispute resolution may be implemented.

### **18. Performance Liquidated Damages**

Performance Liquidated Damages are any liquidated damages resulting from the Contractor's performance, which are required to be paid by the Contractor for or on account of any failure, diminished performance, or inefficiency with respect to the services supplied under this contract.

The Contractor agrees to pay the County liquidated damages for the specific events identified below. These liquidated damages are not a penalty for non-performance but an estimate of the damages to the County caused by virtue of such non-performance. The County and the Contractor agree that such damages are very difficult to accurately estimate because of numerous factors, including delay, inconvenience to the County and to County customers, staff time, and damage to the public service; further, the parties agree that the liquidated damages stated below are reasonable forecasts of all factors now known and available for consideration relating to the damages caused.

The rights of the County to liquidated damages are in addition to all of the other rights and remedies the County has pursuant to the contract and by law. The County may elect to waive its right to liquidated damages.

#### **a. Procedure for Liquidated Damages Assessment:**

- i. Before assessing liquidated damages, Yakima County shall determine whether the failure to meet the contract standard could reasonably have been prevented by the Contractor. Failures caused by inaccurate or untimely communication by Yakima County, natural disasters, or extreme and unusual weather, or unusual traffic conditions shall not be considered preventable by the Contractor.

- ii. If Yakima County determines that the failure could have been prevented by the Contractor, Yakima County will notify the Contractor of the incident and of its intent to assess liquidated damages. If the Contractor requests a meeting, Yakima County will meet with the Contractor to discuss the incident prior to assessing liquidated damages.
  - iii. The Contractor authorizes the County, any time after such meeting and to the fullest extent permitted by law, to set off and apply any liquidated damages assessed by the County to any and all sums due and owing the Contractor held by the County and/or accrued under the contract.
- b. Performance Liquidated Damages

Performance Liquidated Damages shall appear as deductions on the next monthly invoice.

- i. Damages for failure to meet response time performance standard of 9:00 minutes or less in individual cases. Contractor shall pay the County two hundred and fifty dollars (\$250.00) for each emergency or non-emergency ambulance that responds within 10:00 to 14:59 minutes to individual calls, and Contractor shall pay the the County one thousand dollars (\$1,000.00) for each emergency or non-emergency ambulance that has a response time greater than 15:00 minutes, including mutual aid response(s) by mutual aid providers responding on behalf of the Contractor in the Contract Service Area, if not during a declared disaster or Mass-Casualty Incident. Measurement of excess minutes will start as of the first second past the agreed upon response time herein.
- ii. Failure to meet response time performance standard. Each time that responses are calculated at less than 90% of the response time performance for the previous calendar month, Contractor will pay the the County five thousand dollars (\$5,000.00).
- iii. Damages for failure to provide data to determine compliance. Each time an ambulance is dispatched and the crew fails to report and document an on-scene time, Contractor shall pay performance damages of two hundred-fifty dollars (\$250.00) for each such occurrence. Additionally, when the on-scene time cannot be provided for said emergency call, the response time for that call shall be deemed to have exceeded the required response time for the purposes of determining response time compliance. In order to rectify the failure to report an on-scene time and to avoid payment of performance damages, Contractor may demonstrate to the satisfaction of the County an accurate on-scene time; however, the response would still be subject to response time penalty calculations, if applicable.
- iv. Damages for mechanical failure. Contractor shall pay performance damages of five hundred dollars (\$500.00) for each preventable mechanical failure or exhaustion of fuel while transporting a patient from a call, or any situation that requires substitution of one ambulance for another once the first ambulance is assigned to a call. Within three (3) business days of such event, Contractor shall provide the County with a full description of each response where there was a preventable mechanical failure and the remedial action taken to prevent a reoccurrence. The County will consider the vehicle's maintenance history in determining whether mechanical failures were preventable.
- v. Damages for failure to meet ambulance staffing. Contractor shall pay a fine of five hundred dollars (\$500.00) whenever an ambulance, not staffed as required by the Request for Proposals C12206P, responds to a call. Within three (3) business days of such event, Contractor shall provide the County with a full description of each response where there was a failure to meet ambulance clinical or staffing standards and the remedial action taken to prevent a reoccurrence.
- vi. Failure to meet ambulance equipment availability. Subject to the performance standard exemptions set forth in the Request for Proposals, the Contractor shall incur performance damages of one thousand dollars (\$1,000.00) per occurrence for each time an inspection made determines that an ambulance is not fully equipped with all items

listed on the daily Ambulance Inventory Checklist, as required by the Washington State Ground Ambulance and Aid Service Equipment WAC 246-976-300.

- vii. Failed response. Contractor shall pay performance damages of five thousand dollars (\$5,000.00) for each time the CONTRACTOR fails to respond to, or is unable to respond to, an emergency or non-emergency call and fails to refer the call to another provider of ambulance services (i.e. the call receives no response), and such incident requires an ambulance response in accordance with EMS dispatch protocols.

c. Invoicing and Payment of Liquidated Damages

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

d. Appeal of Liquidated Damages Assessment

In instances when the County's Contract Administrator, at the request of the Contractor, has reviewed the circumstances for imposing liquidated damages, and determined that the grounds are sufficient to justify the imposition of the liquidated damages, the Contract Administrator shall report the Contractor's appeal and the reasons for denial to the Yakima County EMS Designated Contact. The Contractor shall have the right to appeal such ruling to the Yakima County EMS Designated Contact within two weeks. The determination of the Yakima County EMS Designated Contact shall be final.

e. Liquidated Damages Waived for Start-Up Period

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

f. Liquidated Damages Adjustment

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

g. Liquidated Damages Exemptions

- i. The Contractor may apply and the County may grant exemptions to liquidated damages resulting from situations beyond the Contractor's control that cause unavoidable delay or no response. Yakima County shall examine each request for exemption and shall take into consideration the Contractor's system status management plan, staffing levels, dispatch times, in-service times, traffic, street blockages, and other influencing factors. If Yakima County determines the circumstances warrant, Yakima County shall grant an exemption to liquidated damages resulting from the response time performance standards.
- ii. Concurrent Responses: In the event three or more units are simultaneously committed to one incident and two or more additional units are concurrently responding to at least two other separate incidents, Yakima County may grant an exemption for each unit starting with the third incident.
- iii. Declared disaster: In the event an emergency is officially declared, Yakima County may grant exemption to liquidated damages resulting from response time performance standards for all during the declared emergency.
- iv. 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. Yakima County may grant an exemption for each unit starting with the second unit provided the units arrive at the scene within 19:59 minutes.
- v. Response Location Errors: In the event Yakima County provides an inaccurate address, or if the location does not exist, Yakima County shall grant a response time exemption.



- vi. Response Location Change: In the event Yakima County changes the incident location and the change delays the unit's response time because the unit must re-route farther than one city block to respond to the call, Yakima County may grant an exemption.
- vii. Canceled Request: In the event a request is canceled prior to or at the unit's arrival on scene for reasons other than exceeding the maximum response time standard, Yakima County may grant an exemption.
- viii. Response Delayed by Accident: In the event the is involved in an accident and cannot continue to respond to the call, Yakima County will grant an exemption provided the accident is not the fault of the ambulance unit.

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

## **19. Re-Award**

When the contract is terminated by the Contractor upon providing the written notice as herein required, the County, pursuant to County Bid Procedure, may re-award the contract to the next most responsible Proposer within One Hundred Twenty (120) days from original award.

When a Contractor is unable to supply goods and/or services to the County and is in breach of the contract, or when the contract is terminated by the County for cause as herein provided, the County reserves the right to re-award the contract to the next most responsible Proposer within One Hundred Twenty (120) days from original award.

## **20. Substitution**

The Contractor shall not substitute or deviate from said specifications of this Contract without a written amendment, signed by the Board of County Commissioners, or pursuant to Section 53 below entitled "Change or Notice". Any violation of this procedure by the Contractor will be considered cause for immediate cancellation of the Contract for cause by the County.

## **21. Contractor Shall Furnish**

Except as otherwise specifically provided in this Contract, Contractor shall furnish the following, all as the same may be required to perform and provide the services in accordance with the terms of this Contract: personnel, labor, products and supervision; and technical, professional and other services. All such services, products, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by Contractor under this Contract are sometime collectively referred to in this Contract as the "(Services)."

## **22. Complementary Provisions**

All provisions of this Contract are intended to be complementary, and any services required by one and not mentioned in another shall be performed to the same extent as though required by all. Details of the services that are not necessary to carry out the intent of this Contract, but that are not expressly required, shall be performed or furnished by Contractor as part of the services, without any increase in the compensation otherwise payable under this Contract.

## **23. Invoices**

The County will use its best efforts to pay each of Contractor's invoices within thirty (30) days after the County's receipt and verification thereof; provided, however, that all such payments are expressly conditioned upon Contractor providing services hereunder that are satisfactory to the County. The County will notify the Contractor promptly if any problems are noted with the invoice. To insure prompt payment, each invoice should cite purchase order number, RFP number, detailed description of work, unit and total price, discount term and include the Contractor's name and return remittance address.

Contractor will mail invoices to the County at the following address:

Yakima County EMS  
 Attn: TBD  
 2403 So. 18<sup>th</sup> Street, Suite C  
 Union Gap, WA 98903

## **24. Prime Contractor**

Contractor is the Prime Contractor hereunder. The Prime Contractor shall be the sole point of contact with regard to all contractual matters arising hereunder, including the performance of services and the payment of any and all charges resulting from its contractual obligations.

## **25. Delegation of Professional Services**

The services provided for herein shall be performed by Contractor, and no person other than regular associates or employees of Contractor shall be engaged on such work or services. Contractor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any services to any other person or entity without the prior written consent of the County. Any such delegation or subcontracting without the County's prior written consent shall be voidable at the County's option.

No delegation of subcontracting of performance of any of the services, with or without the County's prior written consent, shall relieve Contractor of its responsibility to perform the services in accordance with this Contract. Contractor shall be fully responsible for the performance, acts and omissions of Contractor's employees, Contractor's subcontractors, and any other person who performs or furnishes any services (collectively, the "Support").

Contractor shall at all times be an independent contractor and not an agent or representative of the County with regard to performance of the services. Contractor shall not represent that it is, nor hold itself out as, an agent or representative of the County. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that the County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law. The Contractor will have an active account with the Department of Revenue, other state agencies as needed, and a separate set of books or records that reflect all items of income and expenses of the business that the Contractor is conducting.

Contractor shall perform the services in a timely manner and in accordance with the standards of the profession. At the time of performance, Contractor shall be properly licensed, equipped, organized, and financed to perform the services in accordance with this Contract. Subject to compliance with the requirements of this Contract, Contractor shall perform the services in accordance with its own methods.

## **26. Licenses**

If applicable, Contractor shall have a valid and current business license per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6126 or email [codes@yakimawa.gov](mailto:codes@yakimawa.gov).

In addition, Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid/RFP/quote.

Contractor shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the services.

## **27. Removal of Subcontractor**

If dissatisfied with the background, performance, and/or general methodologies of any subcontractor, the County may request in writing that the subcontractor be removed. The Contractor shall comply with this request at once and shall not employ the subcontractor for any further work/services under this Contract.

## **28. Taxes and Assessments**

Contractor shall be solely responsible for and shall pay all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury insurance, and other deductions from income which may be required by law or assessed against either party as a result of this Contract. In the event the County is assessed a tax or assessment as a result of this Contract, Contractor shall pay the same before it becomes due.

The County and its agencies are exempt from payment of all federal excise taxes, but not sales tax (currently at 8.3%). Tax will not be considered in determining which proposal is the lowest or best, however RCW 39.30.040 allows the County to take any sales tax and B&O

tax that it will receive from purchasing supplies, materials and equipment within its boundaries into consideration when determining the lowest responsible Proposer.

### **29. Contractor Tax Delinquency**

Contractors who have a delinquent Washington tax liability may have their payments offset by the State of Washington.

### **30. Inspection: Examination of Records**

The Contractor agrees to furnish the County with reasonable periodic reports and documents as it may request and in such form as the County requires pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith, and any other matter are to be covered by this Agreement.

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

### **31. Recordkeeping and Record Retention**

The Contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The County shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this proposal held by the Contractor. The Contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

### **32. Confidential, Proprietary and Personally Identifiable Information**

Contractor shall not use Confidential, Proprietary or Personally Identifiable Information of County for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations there under. Contractor shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

Contractor shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. If requested by the County in writing, Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the County, as directed.

Contractor shall maintain all Confidential Information as confidential for a period of three (3) years from the date of termination of this Contract, and shall return or destroy said Confidential Information as directed by the County in writing.

Contractor may disclose Confidential Information in connection with a judicial or administrative proceeding to the extent such disclosure is required under law or a court order, provided that the County shall be given prompt written notice of such proceeding if giving such notice is legally permissible.

### **33. Price Increases**

If requested by the Contractor in writing thirty (30) days before the anniversary date of each year of the contract, the County will consider increasing the Contractor's rates per the Seattle-Tacoma-Bremerton Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the previous twelve months with a maximum increase of five (5) percent. The County may also refer to the CMS.gov Ambulance Fee Schedule Public Use Files for Geographic Area 02402 WA "Rest of Washington" to confirm the price increase request is fair and

reasonable. The County, in its sole discretion, will decide whether to approve or deny the rate increase request or any part thereof within thirty (30) days of receipt of the request. If approved, increase shall take effect thirty (30) days after approval.

Price increases for any other justifiable reason will be considered on a case-by-case basis. Price increase requests will not be considered or granted until a written request with justifying documentation has been submitted to the County.

#### **34. Suspension of Work**

The County may suspend, in writing by certified mail, all or a portion of the Service under this Agreement if unforeseen circumstances beyond the County's control are interfering with normal progress of the Service. The Contractor may suspend, in writing by certified mail, all or a portion of the Service under this Agreement if unforeseen circumstances beyond Contractor's control are interfering with normal progress of the Service. The Contractor may suspend Service on the Project in the event the County does not pay invoices when due, except where otherwise provided by this Agreement. The time for completion of the Service shall be extended by the number of days the Service is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiation, and both parties are granted the option to terminate the Service on the suspended portion of Project in accordance with Section 16.

#### **35. Provision of Services**

The Contractor shall provide the services set forth herein with all due skill, care, and diligence, in accordance with accepted industry practices, standards and legal requirements, and to the County's satisfaction; the County decision in that regard shall be final and conclusive. The County may inspect, observe and examine the performance of the services performed on the County premises at any time. The County may inspect, observe and examine the performance of Contractor's services at reasonable times, without notice, at any other premises.

- a. If the County notifies the Contractor that any part of the services rendered are inadequate or in any way differ from the Contract requirements for any reason, other than as a result of the County's default or negligence, the Contractor shall, at its own expense, reschedule and perform the services correctly within such reasonable time as the County specifies. This remedy shall be in addition to any other remedies available to the County by law or in equity.
- b. The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its subcontractors perform the services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and County work rules.

#### **36. Notice of Change in Financial Condition**

If, during the Contract Term, the Contractor experiences a change in its financial condition that may affect its ability to perform under the Contract, or experiences a change of ownership or control, the Contractor shall immediately notify the County in writing. Failure to notify the County of such a change in financial condition or change of ownership or control shall be sufficient grounds for Contract termination.

#### **37. Assignment**

This Contract, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Contractor to any other person or entity without the prior written consent of the County. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor stated herein.

#### **38. No Conflict of Interest**

Contractor represents that it or its employees do not have any interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this Contract.

#### **39. Contract Preservation**

If any provision of the Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of it requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

#### **40. Promotional Advertising / News Releases**

Reference to or use of the County, any of its departments, agencies or other subunits, or any official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the County. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

#### **41. Time is of the Essence**

Timely provision of the services required under this Contract shall be of the essence of the Contract, including the provision of the services within the time agreed or on a date specified herein.

#### **42. Expansion clause**

Any resultant contract may be further expanded by the Purchasing Manager in writing to include any other item normally offered by the Contractor, as long as the price of such additional products is based on the same cost/profit formula as the listed item/service. At any time during the term of this contract, other County departments may be added to this contract, if both parties agree.

#### **43. Patent Infringement**

The contractor selling to the County the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the County (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

#### **44. Warranty**

Unless otherwise specifically stated by the Proposer, Contractor warrants that all goods and/or services furnished under this contract are warranted against defects by the Proposer for one (1) year from date of receipt, are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, are fit for the intended purpose of which such goods and services are ordinarily employed and if a particular purpose is stated in a Special Condition, the goods are then warranted as for that particular purpose. Contractor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods. Contractor's warranties (and any more favorable warranties, service policies, or similar undertaking of Contractor) shall survive delivery, inspection, and acceptance of the goods or services.

#### **45. Access and Review of Contractor's Facilities**

The County may visit and view any of the offices, premises, facilities and vehicles of the Contractor and/or Contractor's Subcontractor upon request and reasonable notice during the term of the Contract and Contract renewals/extensions.

#### **46. Facility Security**

The County may prohibit entry to any secure facility, or remove from the facility, a Contract employee who does not perform his/her duties in a professional manner, or who violates the secure facility's security rules and procedures. The County reserves the right to search any person, property, or article entering its facilities.

#### **47. Waiver of Breach**

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

#### 48. Integration

This Contract, along with Yakima County's RFP C12206P 911 Ambulance Transport Services and the Contractor's response to the Request for Proposals ("RFP"), represents the entire understanding of the County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Contract may not be modified or altered except in writing signed by both parties.

#### 49. Force Majeure

Contractor will not be responsible for delays in delivery due to acts of God, fire, strikes, epidemics, pandemics, war, riot, delay in transportation or railcar transport shortages, provided Contractor notifies the County immediately in writing of such pending or actual delay. Normally, in the event or any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

#### 50. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

#### 51. Venue

The venue for any judicial action to enforce or interpret this Contract shall lie in a court of competent jurisdiction in Yakima County, Washington.

#### 52. Authority

The person executing this Contract, on behalf of Contractor, represents and warrants that he/she has been fully authorized by Contractor to execute this Contract on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Contract.

#### 53. Change or Notice

Any alterations, including changes to the nature of the service, made to the Contract shall be rendered in writing and signed by both responsible parties; no changes without such signed documentation shall be valid. No alterations outside of the general scope and intent of the original Request for Proposals or in excess of allowable and accepted price changes shall be made.

In no event shall the Contractor be paid or be entitled to payment for services that are not authorized herein or any properly executed amendment.

Notice of Business Changes: Contractor shall notify the County in writing within three (3) business days of any change in ownership of the facilities of the Contractor or of the facilities of any subcontractor. The Contractor shall notify the County in writing as soon as possible, and in no event later than three (3) business days, after any decision by the Contractor to change or discontinue service that will affect services provided to the County under this Contract.

The County shall have the right to renegotiate the terms and conditions of this Contract to the extent required to accommodate a change in governing law or policy that, in the sole discretion of the County, either substantially and unreasonably enlarges the Contractor's duties hereunder, or renders performance, enforcement or compliance with the totality of the Contract impossible, patently unreasonable, or unnecessary. Notices and demands under and related to this Contract shall be in writing and sent to the parties at their addresses as follows:

TO COUNTY:  
Project Manager  
Title  
Yakima County  
Address  
Yakima WA, 98901

COPY TO:  
Name  
Title  
Yakima County  
Address  
Yakima, WA 98901

TO CONTRACTOR:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### 54. Survival

The foregoing sections of this Contract, 1-53 inclusive, shall survive the expiration or termination of this Contract in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto execute this Contract as of the day and year first above written.

**BOARD OF YAKIMA COUNTY COMMISSIONERS:**

Attest this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**Amanda McKinney, Chairperson**

By:

\_\_\_\_\_  
**Ron Anderson, Commissioner**

\_\_\_\_\_  
**Julie Lawrence,  
Clerk of the Board**

\_\_\_\_\_  
**LaDon Linde, Commissioner**  
*Constituting the Board of County Commissioners  
for Yakima County, Washington*

**Approved as to form:**

\_\_\_\_\_  
**DEPUTY PROSECUTING ATTORNEY**

**EXHIBIT A**

**RFP Specifications**  
*(Separate Attachment)*

**EXHIBIT B**

**Deliverables and Payment Schedule of Itemized Prices**  
*(From Contractor's Proposal)*



## FEDERAL CLAUSES

*(To be applied where applicable)*

**Federal Contract provisions.** (Adapted from § 200.326)

### Federal Funding

When spending Federal Funding, the County complies with and has a separate policy for “Uniform Administrative Requirement, Cost Principals, and Audit Requirements for Federal Awards”, published in Title 2 of the Code of Federal Regulations, (2 CFR 200), specifically 2 CFR 200.318 through 200.326. ALL GRANTS ARE DIFFERENT, so one size does not fit all. Some grants simply require you to use your own procurement rules, while others require you to insert their contracting clauses into your contract.

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*2 CFR 200 Procurement Standards for when utilizing Federal Funds*

*(Adapted for Yakima County use to comply with 200.318 through 200.326)*

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[200.318](#) General procurement standards.

[200.319](#) Competition.

[200.320](#) Methods of procurement to be followed.

[200.321](#) Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

[200.322](#) Procurement of recovered materials.

[200.323](#) Contract cost and price.

[200.324](#) Federal awarding agency or pass-through entity review.

[200.325](#) Bonding requirements.

[200.326](#) Contract provisions.

1. **General procurement standards.** (Adapted from §200.318)

- A. Conform to Federal Law: The County uses its own documented procurement procedures which reflect applicable State, local, laws and regulations, providing for procurements that conform to applicable Federal law and the standards identified in these Procurement Standards.
- B. Oversight: County Attorney shall maintain oversight when procuring Equipment, Materials, Services and Limited Public Works, to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. Conflict of Interest: County maintains written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts in the County. In addition, no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent

conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the County may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

- D. Organizational Conflicts of Interest: If the County has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the County maintains written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the County entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- E. Most Economical Approach: The County must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- F. Intergovernmental Procurements: To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the County is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
- G. Federal Surplus: The County is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- H. Value Engineering: The County is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- I. Responsible Contractor: The County must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.213 Suspension and debarment.
- J. Records: The County must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- K. Time and Materials Contracts: The County entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a County is the sum of:
  - i. The actual cost of materials; and
  - ii. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

- L. Ceiling Price: Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the County awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- M. Issues: The County alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the County of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the County unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

## **2. Competition.** (Adapted from § 200.319)

- A. Full and Open Competition: All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
  - B. Unreasonable Requirements: Placing unreasonable requirements on firms in order for them to qualify to do business;
  - C. Unnecessary Experience and Bonding: Requiring unnecessary experience and excessive bonding;
  - D. Noncompetitive Pricing: Noncompetitive pricing practices between firms or between affiliated companies;
  - E. Noncompetitive Contracts: Noncompetitive contracts to consultants that are on retainer contracts;
  - F. Organizational conflicts of interest:
  - G. Brand Name: Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
  - H. Arbitrary Actions: Any arbitrary action in the procurement process.
- I. Geographical Preferences: The County will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

J. The County ensures that all solicitations:

- i. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
- ii. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- iii. The County ensures that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the County must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

3. **Methods of procurement to be followed.** (Adapted from § 200.320 )

The County must use one of the following methods of procurement.

- A. Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§ 200.67 Micro-purchase). To the extent practicable, the County must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the County considers the price to be reasonable.
- B. Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
- C. Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (C)(i) of this section apply.
  - i. In order for sealed bidding to be feasible, the following conditions should be present:
    - 1) A complete, adequate, and realistic specification or purchase description is available;
    - 2) Two or more responsible bidders are willing and able to compete effectively for the business; and

3) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

4) If sealed bids are used, the following requirements apply:

- a) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids (11 days for the County in 2 issues and 13 days for the County in 2 issues). The invitation for bids must be publicly advertised;
- b) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- c) All bids will be opened at the time and place prescribed in the invitation for bids, and opened publicly;
- d) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- e) Any or all bids may be rejected if there is a sound documented reason.

D. Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- i. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- ii. Proposals must be solicited from an adequate number of qualified sources;
- iii. The County must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- iv. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- v. The County may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

- vi. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- 1) The item is available only from a single source;
- 2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- 3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the County; or
- 4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

4. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.** (Adapted from § 200.321)

- A. The County must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- B. Affirmative steps must include:
  - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists (forward requests to Purchasing);
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, and Montana Department of Transportation <https://www.mdt.mt.gov/business/contracting/civil/dbe.shtml>; and
  - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (ii) of this section.

5. **Procurement of recovered materials.** (Adapted from § 200.322 )

The County must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40

CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

**6. Contract cost and price.** (Adapted from § 200.323)

- A. The County must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the County must make independent estimates before receiving bids or proposals.
- B. The County must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- C. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the County. The County may reference its own cost principles that comply with the Federal cost principles.
- D. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

**7. Federal awarding agency or pass-through entity review.** (Adapted from § 200.324)

- A. The County must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the County desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- B. The County must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
  - i. The County's procurement procedures or operation fails to comply with the procurement standards in this part;
  - ii. The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
  - iii. The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
  - iv. The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

- v. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- C. The County is exempt from the pre-procurement review in paragraph (ii) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
  - D. The County may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
  - E. The County may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the County that it is complying with these standards. The County must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

**8. Bonding requirements.** (Adapted from § 200.325)

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the County provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**9. Federal Contract provisions.** (Adapted from § 200.326)

The County's contracts utilizing Federal Funding must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for County Contracts Under Federal Awards, which can be viewed and copied at:

<http://federal.elaws.us/cfr/title2.chapterii.part200.appii>

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#),



must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319](#), 12935, [3 CFR Part](#), 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and 3146-3148) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and 3704, as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate

of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR §401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[\[78 FR 78608\]](#), Dec. 26, 2013, as amended at [\[79 FR 75888\]](#), Dec. 19, 2014]

.....

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of Contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to YAKIMA COUNTY in the penal sum of \$\_\_\_\_\_ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of YAKIMA COUNTY.

DATED at Yakima, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Nevertheless, the conditions of the above obligations are such that:

WHEREAS, pursuant to action taken by Yakima County on \_\_\_\_\_, 20\_\_\_\_\_, YAKIMA COUNTY has let or is about to let to the said \_\_\_\_\_ the above bounden Principal, a certain contract, the said contract being numbered \_\_\_\_\_ and providing for \_\_\_\_\_ (which contract is referred to herein and is made a part hereof as though attached hereto), and,

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said \_\_\_\_\_ shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or with such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, sub-Contractors and material men, and all persons who shall supply said principal of sub-Contractors with provisions and supplies for the carrying on of said work, and shall hold said YAKIMA COUNTY harmless from any loss or damage occasioned to any person or shall supply said principal or sub-Contractors with provisions and supplies for the carrying on of said work, and shall hold said YAKIMA COUNTY, its officers, employees and agents, harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of said principal, or any sub-Contractor in the performance of said work, and shall indemnify and hold YAKIMA COUNTY, its officers, employees and agents, harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by YAKIMA COUNTY, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

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

Approved:

\_\_\_\_\_