

CITY OF BOULDER, COLORADO
REQUEST FOR PROPOSAL
RFP NO. 19-2011

Ambulance Services
For the
City of Boulder Fire Department



ISSUE DATE: May 4, 2011

DUE DATE: 4:00 PM, Tuesday, May 31, 2011

CONTACT:

Dave Cain, Deputy Fire Chief
303-441-3355

**CITY OF BOULDER, COLORADO
REQUEST FOR PROPOSALS
RFP NO. 19-2011**

**AMBULANCE SERVICES
for the
CITY OF BOULDER FIRE DEPARTMENT**

Issued: 5/4/2011

Sealed bids will be received by the City of Boulder, Colorado, at the Office of the Purchasing Coordinator, 1777 Broadway, Boulder, Colorado, until **4:00 pm Tuesday May 31, 2011** for Ambulance Services for the City of Boulder Fire Department.

Proposals shall be in a sealed envelope, plainly marked "RFP #19-2011, Ambulance Services, 4:00 pm, May 31, 2011", and addressed to:

Calder Grey
City of Boulder/Purchasing Division
P.O. Box 791
1777 Broadway
Boulder, Colorado 80306

Hand carried bids shall be delivered to the Director of Purchasing, 1777 Broadway, Boulder, Colorado 80302.

The best proposal will be accepted, provided, however, that the City acting through its duly authorized representatives shall have the right to reject any and all proposals and waive any informalities or irregularities contained in said proposals. Proposals will be evaluated on a combination of criteria including demonstrated ability to meet proposal qualifications and cost.

No proposals will be considered which are received after the time mentioned, and any proposal so received after the scheduled closing time will be kept on record unopened.

**CITY OF BOULDER, COLORADO
A MUNICIPAL CORPORATION**

By

For the
Director of Finance and Record
Ex-officio City Clerk

REQUEST FOR PROPOSALS (RFP)

Proposals must be received no later than:

4:00p.m., Tuesday, May 31st, 2011

Proposals received after this date and time will not be considered for award.

The City only accepts proposals in hard copy format and does not accept proposals submitted via fax, email, or other electronic means. Proposals are to be submitted in a sealed Package with the following on the outside of the envelope:

Company Name

RFP Number

Due Date and Time

Procurement Specialist Name

RFP Title

Package must include:

- One Original Proposal, identified as “Original”
- 7 Copies of Proposal
- One Public Viewing Proposal, if desired, identified as “Public Viewing” (see Section III, J for information)

Deliver proposals to:

Calder Grey

City of Boulder - Purchasing

1777 Broadway

P.O. Box 791

Boulder, CO 80306

Schedule of Events (subject to change)	All times are given in local Colorado time
RFP Issued	May 2, 2011
Inquiry Deadline	
Final Addendum Issued	
Proposal Due Date and Time	May 31 st , 2011
Interviews/Reference Calls (tentative)	

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ATTACHMENTS

Attachment	Title
A	Illegal Alien Certificate
B	Proposal Acknowledgement
C	Confidentiality Acknowledgement

Specification	Bidder Complies	
	Yes	No
SECTION I. BACKGROUND, OVERVIEW, AND GOALS A. Background Boulder is a free-standing community of nearly 104,000 residents occupying 25 square miles in Boulder County, Colorado. In 2009 the Boulder Fire Department responded to 9,700 calls for service of which approximately 65% were Emergency Medical Services (EMS). The City of Boulder uses a private provider for ALS and transport. The Boulder Fire Department currently has 7 fire stations. All fire apparatus are staffed with emt-b/firefighters. The community of Boulder is served by Boulder Community Hospital, designated as a Level III Trauma Center. B. Overview The City of Boulder (City) is requesting proposals from organizations (hereafter referred to as “Contractor”) that have a demonstrated history of providing Emergency Medical Services in cooperation with a municipal Fire Department. The successful Contractor will provide Advanced Life Support (ALS) ground ambulance transport services for all “911” and other emergency calls for service in the City that are received by the Boulder Police and Fire Communication Center (BPFCC), the Boulder Fire Department (BFD), or the Boulder Police Department (BPD). All persons in the City who request emergency ground ambulance transport to a hospital shall receive transport regardless of ability to pay. A call for service is defined as any call received by the BPFCC regardless of whether BFD or BPD personnel are dispatched or respond to the incident. The term “emergency” means any actual or perceived event which threatens life, limb, or the well-being of an individual in such a manner that a need for immediate medical care is created or an event that requires emergent or unscheduled medical attention. Any response requiring the use of lights and/or siren shall be considered emergency service. The Contractor shall notify the BPFCC of all calls the Contractor receives for service within the boundaries of the City of Boulder, except for scheduled “non-emergency” inter-facility transports. The Contractor shall ensure that all personnel it employs in fulfillment of this contract shall, in the performance of their duties, work as courteous and professional team members with City employees and the community. Patient care, transport, and destination decisions shall be made in cooperation with BFD, with the primary goal of providing the best care for the patient. Any instances where teamwork and cooperation do not occur shall be fully documented and forwarded to the BFD Deputy Chief of Operations, Contractor supervisory personnel and the Medical Director for Boulder County for appropriate investigation and action. C. Goals The goal of this proposal is to provide Advanced Life Support Pre-hospital Emergency Medical Services and ground ambulance transport. This goal will be achieved when customers reliably experience high quality service, unaware of the multiple providers involved, from the point they enter the City EMS system (911 call for service) until they are delivered into the appropriate definitive care system. Success will be achieved by combining the best efforts of the City and the Contractor to develop, adopt, deliver, and/or employ EMS training, medical direction, treatment protocols, documentation, and quality assurance/quality improvement. It is our goal that the City and the Contractor develop, share and continuously refine a common philosophy for priorities and decisions concerning patient care and transport. It is intended that the employees of the BFD and		

Specification	Bidder Complies	
	Yes	No
the Contractor develop strong working relationships that facilitate collaboration and teamwork in the provision of EMS to the City. Listed in Section II.A are elements that the City views as critical to the success of the partnership envisioned. These elements are not intended to be viewed as a list of requirements. Instead, in response to this RFP, the Contractor should address how it proposes to address each element to provide service in conjunction with the City. Proposals will be evaluated as to their anticipated ability to most effectively achieve the stated goals. D. Period of Award The effective date of providing the required product and services shall be from (to be determined), and may be renewable for four additional one-year periods. If the City desires to extend the contract, not later than thirty (30) days prior to expiration, the City shall send a notice in writing to the vendor requesting firm pricing for the next twelve-month period. After the City evaluates the firm pricing proposal from the vendor, it will determine whether to extend the contract. All awards and extensions are subject to annual appropriation of funds. The provisions of the foregoing paragraphs with respect to extensions of the terms of the contract shall be null and void if the contract has been terminated or revoked during the initial term or any extension thereof. All decisions to extend the contract are at the option of the City. SECTION II: STATEMENT OF WORK A. Elements The elements identified herein are not intended to be all inclusive, and should not be considered complete. Ancillary and support functions not mentioned which are essential to the provision of an ALS Emergency Transport Service are also the Contractor's responsibility. 1. Primary Responsibilities of Contractor a. The proposal shall describe the resources the Contractor will commit to the City. See section III A. for more details. b. The Contractor shall staff, at minimum, each ambulance with one Colorado certified EMT-Paramedic and one Colorado certified EMT-Basic. All assigned personnel must receive sponsorship from the Medical Director for Boulder County. c. The Contractor shall provide and manage all employee benefits – payroll, leave, disability, health insurance, pension, workers' compensation, etc. d. The Contractor shall maintain responsibility for employee supervision including: discipline, performance improvement, promotion, demotion, certification, termination and all other human resources matters not specifically addressed in the contract. 2. Primary Responsibilities of City a. The Boulder Police and Fire Communications Center (BPFCC) will track status of the Contractor's ambulances assigned to the City of Boulder. The BFD will		

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	Yes	No
assign ambulance call signs. The Contractor shall maintain, with BPFCC its ambulance availability status, 24 hour, 12 hour, and any non-designated ambulances available for response in the City. b. The BPFCC will dispatch the Contractor's ambulance units, when available in the City, to all emergency calls for service received by BPFCC. c. The City will dispatch mutual aid ambulances when Contractor resources available in Boulder are inadequate for the service demand. d. The City is responsible for command of all incidents; Contractor personnel shall follow the direction of the Incident Commander and the Incident Commander shall assign incident resources, triage, and make other incident assignments as required by the situation. 3. Ancillary Responsibilities of the Contractor a. The Contractor shall adopt, train and require its employees working in the City to adhere to all applicable City/BFD rules, regulations and policies. b. The Contractor shall conduct CBI fingerprint background checks and Colorado Motor Vehicle Records checks for all employees working under this contract who have lived in the state of Colorado five years or longer; or conduct FBI fingerprint background checks and the applicable state Motor Vehicle Records checks for all employees working under this contract who have lived in the state of Colorado less than five years. Contractor shall only assign employees to work under this contract who meet the criminal record standard of the BFD. c. The City has the right to request that individual Contractor employees be removed from assignment in the City for cause. d. The Contractor will make every attempt to assign crews to a consistent work schedule. e. The Contractor shall provide their own housing quarters and garage facilities for response crews. f. The Contractor shall adopt, train, and function with the Boulder County medical protocols as designated by the Medical Director for Boulder County EMS. g. Contractor shall refer all requests for crew interviews, press briefings, press releases, public information, patient/incident reports, system activities, emergency operations, etc. to the Incident Commander, the designated City PIO, or the BFD Administration staff. h. Contractor shall maintain national, state and local personnel qualifications and certifications, implement and cooperate in scheduled medical audits and secure desired information to be used and ensure that medical audit findings are routinely translated into system-wide improvements.		

Specification	Bidder Complies	
	Yes	No
i. Contractor shall reimburse BPFCC for dispatch services at an annual rate set forth by the BPFCC. 4. Contractor Responsibilities The Contractor shall: a. Require employees under this contract to wear uniforms approved by the Contractor, which shall include name tags, level of certification identification, inclement weather gear and personal protective equipment. The Contractor will provide these items for their employees at no cost to the City. b. Co-develop and present, as required and approved by the BFD medical director: i. monthly on-duty EMS continuing education training for the Contractor employees and the BFD employees. (To account for the shift schedule, shift training is presented nine times each month, three times per shift.) ii. Training related to HIPPA, the provision of pre-hospital care, documentation, patient transport, etc. iii. Training as required to meet continuing education requirements as per CDPHE EMTS Section, for personnel to maintain current EMT certification. c. The Contractor will maintain a minimum of 4 ambulances. Staffing of 3/24 hour dedicated ambulance will be provided. d. As conditions dictate, BFD may require additional ambulances. All additional ambulances will be logged into and dispatched through the BPFCC. In cases of mutual aid requests and/ or extreme circumstance, BFD may authorize exceptions to minimum staffing and minimum available ambulances. e. The Contractor shall submit quarterly reports to the Fire Department containing: i. Total expenses and revenues ii. Total average charge per patient iii. Total average patient charge for medical supplies iv. Total average patient charge for medications. v. Total average patient charge for disposable equipment. vi. Total average patient charge for mileage. vii. 30,60,90 day accounts receivable. viii. Distribution of payments by all payments groups(Medicare, Medicaid, Private insurance, ix. Direct payment, Non collectables/Bad Debt). x. Quarterly Collection Rate(%) for all ambulance billings. xi. Total accounts written off as bad debt after 180 days attempted collection.		

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	Yes	No
f. 5. Additional Obligations of Contractor: a. Operate at all scenes with the highest regard for the safety of self, the patient, public safety personnel, and all bystanders. b. Ensure ambulance personnel do not enter a hazard zone without proper direction and equipment. c. Require its personnel to participate in rehabilitation training provided by the BFD, and provide rehabilitation for City personnel on incidents as requested. All rehabilitation training and practices will conform to NFPA 1584 and BFD guidelines. d. Participate in the medical audit and quality-improvement process through BCH; provide special training and routine ems training and support to personnel found in need of assistance in specific skills or knowledge areas. e. Routine training will coordinate with BFD training division to make certain all State ems requirements are met and maintained. f. Demonstrate clinical leadership by maintaining a current and extensive knowledge of new developments, equipment, procedures and research throughout the EMS industry and regularly advise the BFD Training Division Chief . g. Participate in City disaster planning and responses and stock BFD approved triage tags and ICS vests on ambulances. h. Participate in City Public Information and Public Education programs. i. Be responsible for professional driver training programs and risk management procedures using current EMS industry standards for its employees. j. Participate in ICS training provided by the BFD and attain ICS 100 and 200, and NIMS 700 certification. On arrival at all scenes, ambulance personnel shall report to the Incident Commander for an assignment. When the ambulance personnel are the first to arrive on a scene, an effort should be made to report to the Incident Commander at the earliest appropriate time. On all large incidents, ambulance personnel who arrive after incident command is established shall report to the Incident Commander or staging as appropriate. If the ambulance is assigned to staging, the crew shall stay with their ambulance until assigned. Freelancing is unacceptable. k. Have personnel, assigned to this contract attain State of Colorado Hazardous Material Awareness Certification, training to be provided by the BFD. l. Ensure that its employees have completed employee orientation training, communicable disease training, policy training, vehicle and equipment operation		

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	Yes	No
training, sexual harassment prevention training, etc. m. Upon request, draw blood for the BPD and BFD. n. Develop and maintain a system to contact off duty employees for emergency callback. o. Maintain State of Colorado and Boulder County ambulance service and vehicle licenses, certifications, and permits as required. p. Maintain and provide to the BFD Fire Chief or designee, a current list of personnel assigned to the City with their certifications, and evidence of competence of Boulder County adopted Medical Treatment Protocols, City maps and geography, Boulder County hospital systems, and City emergency systems. q. Ensure that State of Colorado and City policies are properly implemented in the field. City Policies will be provided to Contractor at the time of award. r. Participate with the BFD in medical care Quality Assurance/Quality Improvement processes and respond to all quality management and incident report requests in a timely fashion. s. Allow the City to inspect, without notice, the Contractor's ambulances used for ground transport service in the City for the purpose of determining compliance with the terms of the contract. The City shall have the right to immediately remove the Contractor's vehicle from service if the conditions of this contract are not met. t. Provide an "Indigent Waiver" of all costs of transport based upon the current Federal poverty guidelines. Every bill sent to a recipient of transport services shall contain, in bold print, the following language: "If you believe that you are uninsured and meet the Federal poverty guidelines, you may qualify for a waiver of fees. Please contact the company to learn of your rights." u. Have personnel assigned under this contract to participate in joint in-service training with the BFD in critical incident reviews as identified by the BFD or the Medical Director. v. Ambulances and personnel will be required for stand-by service, when requested by the City, for Fires, Hazardous Materials, Bomb Calls, SWAT activations, and other incidents, subject to Contractor's system resources. w. Have ambulances and personnel available for stand-by service with non-dedicated or dedicated status when requested by the City during public events, community functions, and assemblies, subject to system resource status. x. Give the BFD Fire Chief, or his designee, reasonable advance notice of the resignation of, removal from or other vacation of office by the Contractor's key management and supervisory personnel.		

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y. Inform the BFD Fire Chief, or his designee, and Medical Director, in a timely manner, of all activities, issues, policy changes, etc. which could affect the City EMS system. z. Give the BFD Fire Chief, or his designee, 30 days written notice of any sale or transfer of the company, or assignment of a controlling interest in the Contractor. aa. Work with the BPFCC to ensure that call for service times are as accurate as possible; and that at such time when the City adopts a standard for mobile computing, dispatching, AVL, AVI, etc., the Contractor agrees to install compatible equipment in its vehicles. bb. Contractor will not operate its ambulances at an unsafe speed or other unsafe fashion. The Contractor shall provide technological solutions to record vehicle speeds, cornering, and braking and reporting this information to the BFD. The cost of this technology shall be borne by the Contractor. All citations received by and vehicle crashes involving Contractor vehicles while operating, responding, or transporting in fulfillment of this contract shall be reported to the BFD, but are the responsibility of the Contractor or its employees. cc. Keep the BFD advised of current or impending staffing shortages which could materially impact service availability or service quality. dd. Participate in the promotion/public education of the 911 system and not engage in practices which discourage the use of 911 or promote the use of alternative "emergency numbers." All private line calls must be routed through BPFCC. ee. Contractor shall begin service in the City within 30 calendar days of the Notice to Proceed. The Contractor may identify the elements in their proposal that they may be unable to implement in the first 30 days, and identify a timeline for their implementation. ff. Maintain its communication technology status current with the BPFCC. gg. In case of a strike, job action, or other condition where the Contractor fails to provide the contractually agreed upon personnel, equipment, and/or vehicles, the Contractor will develop alternative solutions to fulfill the requirements of this RFP, subject to BFD approval. hh. The Contractor will provide a policy in dealing with disputes over billing, personnel issues with other agencies, and conflict resolution. ii. The Contractor shall pay all taxes and fees required under local, state, and federal law. 6. The City desires that all emergency medical equipment utilized in the City system be standardized and interchangeable. Listed below are elements that the City views as critical to the success of the partnership envisioned and to meet this goal. These		

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	Yes	No
elements are not intended to be viewed as a list of requirements. Instead, in response to this RFP, the Contractor should address how it proposes to address each element to provide service in conjunction with the City. Proposals will be evaluated as to their anticipated ability to most effectively achieve the stated goals. a. Contractor provides Type III Ambulances in the fulfillment of this contract. b. Contractor and BFD co-develop a standard for Ambulance identity (paint and decals). The cost of Ambulance paint and decals shall be borne by the Contractor. c. The Contractor equips ambulances with all equipment and supplies required by Federal, State, County, and Boulder County Medical Protocols. d. Contractor will equip ambulances with Opticom traffic control devices compatible with the City system. e. The Contractor will equip all ambulances with “Power Cots” (or similar), CPAP or BiPAP, Stair Chair (Ferno EZ-Glide or similar), and Medtronic Lifepak 12 EKG monitor/defibrillators with 12 lead capability, capnography, pulse oximetry, and non-invasive blood pressure capability. f. Contractor equips one ambulance as a “Bariatric Unit.” g. Contractor will provide BFD for all disposable/expendable emergency medical supplies, portable equipment, drugs and delivery systems. h. The Contractor co-develop with BFD procedures and programs to track and maintain, current and fresh, the established inventories of all disposable/expendable emergency medical supplies including but not limited to suction units & canisters, oxygen, regulators, masks, laryngoscopes & blades, drugs & delivery systems, etc. on the ambulances and BFD emergency response apparatus. Replace all disposable items used on scene by BFD. i. The Contractor provides bio-hazard disposal service for EMS waste. j. Contractor requires its personnel to carry and maintain all emergency medical care equipment and supplies in a safe and sanitary working order, and store all controlled medications in a safe and secure manner at all times. k. Contractor is responsible for all Contractor owned vehicles and equipment maintenance including fuel, lubricants, preventive maintenance, repairs, and maintenance contracts. l. Contractor ensures that all medical equipment is compatible with BFD medical equipment. M. All ambulances will be supplied with a cyanide kit. 7. The City intends that the Boulder community receive quality and affordable		

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	Yes	No
emergency pre-hospital medical services. Listed below are elements that the City views as critical to the success of the partnership envisioned and to meet this goal. These elements are not intended to be viewed as a list of requirements. Instead, in response to this RFP, the Contractor should address how it proposes to address each element to provide service in conjunction with the City. Proposals will be evaluated as to their anticipated ability to most effectively achieve the stated goals. a. As part of their proposal, the Contractor includes a rate schedule for patient transport. b. The Contractor will submit at least annually to the City the rate schedule for transport and treatment services. Changes in the rate schedule shall only be made with written approval of the Fire Chief or his designee. The Contractor may only bill according to approved rates. c. The Contractor equip and maintain all ambulances and key management employees with any and all pagers, cell phones, mobile and portable radios necessary to provide communications with BPFCC, BFD, BPD and all Boulder County/Denver Metro area, Loveland, Greeley, and Fort Collins Hospital Emergency Departments and Colorado helicopter ambulances. d. The Contractor develop, negotiate, and maintain hospital/ambulance policies, and good working relationships with all other healthcare, first responder, law enforcement, fire, rescue, and dispatch organizations and personnel in the City of Boulder region. e. The Contractor maintains neat and clean vehicles, equipment, and facilities, including proper disposal of biohazards and hazardous materials. All motor vehicles used for the purpose of providing ambulance service hereunder, shall be designed to transport ill, sick, or injured persons in comfort and safety, and shall be maintained in clean, sanitary, and good mechanical and physical condition at all times, in compliance with all applicable Federal, State or County standards for ambulances. f. The Contractor maintains a copy of the current BFD map in each ambulance, whether designated by this contract or not, operating in the City. Map books will be provided by the City. g. The Contractor will negotiate a fee for services provided by the Medical Advisor. SECTION III: PERFORMANCE STANDARDS All ambulances that respond to “911” or other emergency calls for service in the City pursuant to this RFP must meet the performance standards set forth in this section. A. Response times within 7:00 minutes 90% of the time and within 11 minutes 98% of the time in each calendar month. The audio record of times kept by the BPFCC shall be the		

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	Yes	No
accepted times for determining the response times for all ambulances in the City. The Contractor shall work with the BPFCC to ensure that times are as accurate as possible. Response times will be evaluated on a 30 day rolling calendar. B. File monthly with the City a delayed arrival report for every call for service for which the dispatch- to arrival time exceeds seven minutes. Such reports shall describe date, time, unit numbers, address, the nature of call, resource availability and location at time of dispatch and an explanation of the situation causing a delayed arrival. The audio record of times kept by the BPFCC shall be the accepted times for determining the response times for all ambulances in the City. The Contractor shall work with the BPFCC to ensure that times are as accurate as possible. C. The Contractor shall maintain, with BPFCC its ambulance availability status, 24 hour, 12 hour, and any non-designated ambulances available for response in the City. The Contractor shall maintain its communication technology status current with the BPFCC. D. The Contractor's response times shall be calculated by the Contractor and audited by the BFD Deputy Chief of Operations to determine compliance with the standards set forth in this RFP. Within fifteen (15) calendar days after the end of each calendar month, the Contractor shall prepare and deliver to the BFD Operations Chief a report that contains, in Microsoft Excel format: 1) 90% compliance detail 2) a list of all calls subject to this RFP (including incident numbers) 3) a list of the response time for each call (including the time the call was dispatched electronically, by radio, or by telephone with the correct information to the Contractor and the on scene arrival time of an ALS ground transport ambulance) 4) the calculation to determine whether the performance standards for emergency response have been met. Response times are calculated from the BPFCC initial electronic, radio, or telephone transmission of the call data with correct information to the time of the ALS ground transport ambulance's arrival. This report shall have all date, time, and address data in the same format as recorded by the BPFCC to allow for easy comparison. E. The Contractor shall not be held responsible for any penalty arising from the BPFCC dispatching errors or deployment adjustments made by the BPFCC or BFD Officers during any simultaneous call event. F. The Contractor's personnel shall be responsible for accurately reporting: 1. "enroute" with location responding from; 2. arrival or "on-scene" at the dispatched address. 3. patient contact; 4. enroute to the hospital and destination; and 5. arrival at the hospital; and availability, either electronically or by radio transmission as indicated by the City. Any mixed response, whether it is an initial emergent response that is downgraded to a non-emergency response, or a non-emergency response that is upgraded to an emergency response, shall be classified as a non-emergency response for reasons of measuring compliance with these performance standards. Any event cancellation made prior to arrival of the ambulance shall not be counted for any financial assessment with these performance standards. Ambulance crews will not cancel BFD units but will advise .		

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	Yes	No
G. If the Contractor fails to meet the response time performance standards, the Contractor shall be assessed according to the following schedule. Any assessment imposed shall be on a monthly calculation basis. The Contractor may appeal assessments to the BFD Fire Chief or designee, based on extraordinary operating conditions. These may include extraordinary weather conditions, declared disasters, mass casualty incidents, mutual aid responses, protracted public safety hazard standbys, etc. Assessments resulting when the number of calls for service that occur within a 30 minute period exceed resources dictated by this contract may be appealed. 1. \$50 per minute for any emergency call with response time over 11:00 minutes, 2. \$250 for failure to timely and accurately report being on scene, 3. \$250 for not having required equipment on each incident, 4. \$250 for use of ambulance that is illegal, unethical or that compromises the intended use of the ambulance or reflects adversely on the City or Contractor, 5. \$1,000 for not responding to a request for service (either electronically or by radio) within 90 seconds of being dispatched, 6. \$250 for mechanical breakdown of ambulance carrying patient, 7. \$1,000 for leaving scene without prior approval from the BFD Incident Commander. The Contractor shall pay to the City all assessments based upon response time performance standards within 45 calendar days upon receipt of invoice from the City. A late payment charge of 2% per month shall be assessed if no payment is received by the 45th day after receipt of invoice from the City. Assessments shall be payable to the City. SECTION IV: SAFETY Ambulance personnel shall operate at all scenes with the highest regard for the safety of self, the patient, public safety personnel, and all bystanders. Ambulance personnel shall understand and operate within the ICS System as used by the BFD and BPD. The BFD will provide ICS training for Contractor personnel as needed. On arrival at all scenes, ambulance personnel shall report to the Incident Commander for an assignment. When the ambulance personnel are the first to arrive on a scene, an effort should be made to report to the Incident Commander at the earliest appropriate time. On all large incidents, ambulance personnel who arrive after incident command is established shall report to the Incident Commander or staging as appropriate. If the ambulance is assigned to staging, the crew shall stay with their ambulance until assigned. Freelancing is unacceptable. Ambulance personnel shall not enter a hazard zone without proper instructions and equipment. SECTION V. LEGAL ACTION The Contractor shall notify the BFD Fire Chief or designee of any pending legal action, judgment or lien against the Contractor arising out of the services provided pursuant to this agreement and notice of the transactions or acts giving rise to said legal action, judgment or lien. The Contractor shall notify the BFD Fire Chief, or his designee, in writing, of said legal action, judgment, or lien within one week of the date served or notified. The information will be reviewed to determine the		

Specification	Bidder Complies	
	Yes	No
effect, if any, on the Contractor's ability to provide service in accordance with the requirements of the service agreement. SECTION VI: CONFIDENTIALITY The City and the Contractor agree to maintain the confidentiality of all nonpublic information and records obtained in the course of providing services to patients under this agreement in accordance with all applicable federal, state and local laws and regulations relating to confidentiality. The City acknowledges that the Contractor's System Deployment Plans, Status Management Plans, CAD and GPS Information Systems may contain proprietary information and will not be released without the express written consent of the Contractor unless the City receives a subpoena to produce any of the Contractor's proprietary information. In this case, the City will provide Contractor a copy of the subpoena within 24 hours of receipt of the subpoena and will respond to the subpoena as required by law. It is the Contractor's responsibility to protect the confidentiality of all nonpublic City data to which it has access. SECTION VII: ADDITIONAL SERVICES The City does not intend to subsidize the Contractor for the provision of pre-hospital EMS care and transportation. The City requests that the Contractor propose fair compensation to the City for the Contractor's use of the following: a. Dispatch services b. Medical Director services c. Facilities d. Disposable supplies SECTION VIII: CONFLICT RESOLUTION PROCESS In the event of a conflict involving Contractor personnel and City personnel, the conflict resolution process described below shall be followed. The Contractor shall retain the sole right to discipline its employees. A. A serious conflict or issue is defined as any incident that could lead to a civil or criminal charge. Any such incident shall be documented in writing by all personnel involved and forwarded to the Contractor and the on-duty BFD Shift Battalion Chief prior to the end of shift. Necessary information will include date, time, incident location, personnel names, and sufficient detail to describe the incident. These incidents shall be documented upon termination of the incident and patient care. B. All other conflicts are to be resolved at the lowest level possible. An incident where communication, cooperation, and teamwork was not appropriate and/or directed to delivering quality patient care shall be documented with the necessary information as above and forwarded to the Contractor and the Deputy Chief of Operations. These incidents shall be resolved as quickly as possible.		

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C. If a resolution can not be reached, the next level supervisor should be notified. A brief report shall be forwarded to Contractor and the Deputy Fire Chief of Operations containing, at a minimum, the vital information listed above and the resolution of the conflict. SECTION IX: ADMINISTRATIVE INFORMATION A. Issuing Office: The City's Procurement Specialist listed herein is to be the sole point of contact concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such. B. Official Means of Communication: All official communication from the City to offerors will be via postings on an electronic solicitation notification system, the Rocky Mountain Bid System (www.rockymountainbidsystem.com). The Procurement Specialist will post notices that will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of award. It is incumbent upon offerors to carefully and regularly monitor the Rocky Mountain Bid System for any such postings. In addition, communications may be sent to attendees of the mandatory pre-proposal conferences, if any, via fax or email. C. Inquiries: Prospective offerors may make written inquiries by e-mail before the written inquiry deadline concerning this RFP to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFP (be sure to reference RFP number) should be referred to: E-Mail: Subject Line: Response to offerors' inquiries will be published as a modification on the Rocky Mountain Bid System in a timely manner. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFP. Should any interested offeror, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the Procurement Specialist of such matters immediately upon discovery. D. Insurance: The successful contractor will be required to provide a Certificate of Insurance or other proof of insurance naming the City of Boulder as "additional insured". COMMERCIAL GENERAL LIABILITY coverage with minimum limits for bodily		

Specification	Bidder Complies	
	Yes	No
injury and property damage coverage of at least the liability limits under the Colorado Governmental Immunity Act, now at of \$150,000 per person, \$600,000 per occurrence, AUTOMOBILE LIABILITY coverage with minimum limits for bodily injury and property damage coverage of at least the liability limits under the Colorado Governmental Immunity Act, now at \$150,000 per person and \$600,000 per occurrence, plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of this Agreement. MEDICAL MALPRACTICE LIABILITY coverage is required with a minimum limit of \$1,000,000. <u>The City shall be named as additional insured on all General and Auto Liability insurance policies.</u> E. Modification or Withdrawal of Proposals: Proposals may be modified or withdrawn by the offeror prior to the established due date and time. F. Minor Informalities: Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The Procurement Specialist may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the City. G. Responsibility Determination: The City will make awards only to responsible vendors. The City reserves the right to assess offeror responsibility at any time in this RFP process and may not make a responsibility determination for every offeror. H. Acceptance of RFP Terms: A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP. I. Protested Solicitations and Awards: Any actual or prospective offeror who is aggrieved in connection with either the solicitation or award of a contract may protest in writing to the City's Purchasing and Contracts Manager. The protest shall be submitted within three calendar days after such aggrieved person knows, or reasonably should have known, of the facts giving rise thereto. With regard to requirements or specifications set forth in this RFP, it is important for offerors to note that a challenge should be made within three (3) calendar days of when		

Specification	Bidder Complies	
	Yes	No
the item being protested is known. J. Confidential/Proprietary Information: The City neither requests nor encourages the submission of confidential/proprietary information in response to this Request for Proposal. All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the Procurement Specialist provided that the submission is in accordance with the following procedures. This remains the <i>sole responsibility</i> of the offeror. The Procurement Specialist will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening. Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary. Questions regarding the application of this procedure must be directed to the Procurement Specialist listed in this RFP. Procedure: 1. The offeror will submit one (1) additional complete proposal clearly marked “FOR PUBLIC VIEWING.” In this version of the proposal, the offeror will black out all text and/or data that it wishes to be considered confidential and denote the information as “proprietary” or “confidential”. 2. A written description will accompany the “FOR PUBLIC VIEWING” copy of the proposal identifying the material that the offeror is considering proprietary or confidential. Specific reasoning as to why each item is to remain confidential, <i>other than</i> recitation of a specific state or federal statute, is required. 3. Where an offeror has submitted a “FOR PUBLIC VIEWING” version of their proposal, that version will be open to the public while the other copies of that offeror’s proposals will be maintained as confidential material. Proposals that are determined to be at variance with this procedure may be declared non-responsive by the Procurement Specialist, and not given further consideration. K. Acceptance of Proposal Content: The contents of the proposal (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful offeror to perform in accordance with these obligations may result in cancellation of the award and such offeror may be removed from future solicitations. L. RFP Cancellation: The City reserves the right to cancel this RFP at any time, without penalty. M. Negotiation of Award: In the event only one (1) responsive proposal is received by the City, the City reserves the right to negotiate the award for the services with the offeror submitting the proposal in lieu of accepting the proposal as is. N. Contract: A sample copy of the contract award the City will use to contract for the services		

Specification	Bidder Complies	
	Yes	No
specified in this RFP is included as Attachment D for your review. The attached contract is only a sample and is not to be completed at this time. Please note in your proposal exceptions and modifications to the contract you desire be made. Any exceptions or modifications to the contract may be grounds for considering a proposal non-responsive. O. RFP Response/Material Ownership: All material submitted regarding this RFP becomes the property of the City of Boulder, unless otherwise noted in the RFP. P. Incurring Costs: The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order. Q. Utilization of Award by Other Agencies: The City of Boulder reserves the right to allow other State and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City of Boulder in the current term or in any future terms. R. Non-Discrimination: The offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex. S. News Releases: Neither the City, nor the offeror, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval of the other party. Written consent on the City's behalf is provided by the Public Information Office. T. Certification of Independent Price Determination: 1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement: (a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor; (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and (c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition. 2. Each person signing the Request for Proposal form of this proposal certifies that: (a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1)(a)		

Specification	Bidder Complies	
	Yes	No
through (1)(c) above; or (b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above. 3. A proposal will not be considered for award where (1)(a), (1)(c), or (2) above has been deleted or modified. Where (1)(b) above has been deleted or modified, the proposal will not be considered for award unless the offer or furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing and Contracts Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition. U. Taxes: The City of Boulder is exempt from all federal excise taxes and all Colorado State and local government sales and use taxes. Where applicable, contractor will be responsible for payment of use taxes. V. Assignment and Delegation: Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party. W. Availability of Funds: Financial obligations of the City of Boulder payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the City. X. Standard of Conduct: The successful firm shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary. The City may request the successful firm to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons: (1) Neglect of duty. (2) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting. (3) Theft, vandalism, immoral conduct or any other criminal action. (4) Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City. Agents and employees of Contractor or Consultant working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the Contractor or		

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	Yes	No
Consultant shall require each of their employees to wear ID badges or uniforms identifying: the Contractor or Consultant by name, the first name of their employee and a photograph of their employee if using an ID badge. Their employee shall wear or attach the ID badge to the outer garments at all times. Y. Interviews: The City may conduct interviews with select consultants or may call references after the initial evaluation, in order to assist in the evaluation process. If interviews are conducted, they will be held at City or lead firm offices (to be determined). Approximately one-half hour will be allocated for introductions and tours (if at the firms' offices). One-half hour (maximum) will be given for firm presentations with one-half hour will be allowed for follow-up questions. The successful contractor's key contact identified as the Project Manager, should be present for interviews with the City, and be the lead presenter during the entire interview. Z. Indemnity: Except as provided in this paragraph, liability for any act, failure to act or any conduct of the Contractor in providing ambulance service within the City under this agreement is the sole and separate responsibility of the Contractor. The Contractor shall defend, at the Contractor's sole expense, any lawsuit commenced by any person, firm or corporation against the City for injuries or damages as a result of the Contractor's performance of its duties under this RFP or subsequent agreement and shall indemnify and hold the City harmless from any loss, damage, cost, or expense incurred because of the Contractor's negligent performance of this agreement and for any loss, damage or expense suffered by the City as a result of the City's payment of attorney's fees, costs, interest, damages for injury to property or person or death suffered by any person or persons as a result of the Contractor's negligent performance of this agreement. AA. Unlawful Employees, Contractors and Subcontractors: Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Contract or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract. BB. Verification Regarding Illegal Aliens: Contractor has verified or attempted to verify through participation in the basic pilot program administered by the United States Department of Homeland Security that Contractor does not employ any illegal aliens or Contractor verifies that Contractor has not been accepted into the basic pilot program prior to entering into this Contract. Contractor further verifies that if Contractor has not been accepted in to the basic pilot program administered by the United States Department of Homeland Security, Contractor will apply to participate in the basic pilot program administered by the United States Department of Homeland Security every three months until Contractor is accepted or this Contract is completed, whichever is earlier. CC. Limitation Regarding Basic Pilot Program: Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while performing this Contract. DD. Duty to Terminate a Subcontract; Exceptions: If Contractor obtains actual knowledge		

Specification	Bidder Complies	
	Yes	No
that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien: (a) notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if, within three days of receiving notice that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien. EE. Duty to Comply with State Investigation: Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5). FF. Damages for Breach of Contract: In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City. GG. Other Statutes: 1. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes, 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation such provisions is present. 2. The signatory hereto avers that to his/her knowledge, no City of Boulder employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507. SECTION X. PROPOSAL SUBMISSION Following are the response requirements for this RFP. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content or aberrations in form may, at the City's discretion, render the proposal non-responsive. Offerors shall submit in a sealed package: • One (1) Original Proposal, identified as "Original" • 7 Copies of Proposal • One Public Viewing Proposal, if desired, identified as "Public Viewing" (see Section IX, J for information) To facilitate the evaluation, offeror shall submit and organize all responses in the same order and by referencing each item number, as provided in this document. Proposals that are determined to be at a variance with this requirement may not be accepted. The City only accepts proposals in hard copy format and does not accept proposals submitted via fax, email, or other electronic means.		

Specification	Bidder Complies	
	Yes	No
Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposal is received at the City of Boulder's Purchasing & Contracts Division on or before the proposal opening date and time. The outside of the package will include the following information: • Company Name • RFP Number • Due Date and Time • Procurement Specialist Name • RFP Title SECTION XI. RESPONSE FORMAT The following items are to be included in your proposal, in the order listed. Deviation from this may render your proposal non-responsive. A. Cover Letter. Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable). B. Use of Subcontractors/Partners. There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility. C. Company Information 1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals. 2. Identify the year in which your company was established and began providing consulting services. 3. List your firm's Standard & Poor's or AM Best (or comparable) rating. 4. Describe any pending plans to sell or merge your company. 5. Provide a comprehensive listing of all the services you provide. D. Evaluation Criterion #1 - Approach to Scope of Work 1. Describe any history your company has in providing EMS ambulance transport services in cooperation with a public entity. 2. Describe the process necessary to set up the City of Boulder for Ambulance Services. Include a schedule of the main issues to be completed and include the number of days before the ambulances and employees are ready to be in service. How many times have you been through this process? 3. Describe your company's approach to each element: a. What is your depth of resources? What would be available to the City within ten, thirty, and sixty minutes of request?		

Specification	Bidder Complies	
	Yes	No
b. How quickly can an ambulance be replaced when it is out of service due to staffing or mechanical reasons? c. What would the process be for City personnel to temporarily staff contractor ambulances in the event of call volume exceeding staffed contractor resources? F. Evaluation Criterion #2 – Company and Personnel Qualifications - Describe your customer service philosophy. - Provide information from at least three accounts of similar scope under contract within the last five (5) years. Include, at a minimum, the following information: 1) company name 2) contact name 3) phone number 4) fax number 5) email address 6) brief description of project scope and value 7) status of project. The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you. - Provide resumes of the proposed management team. G. Evaluation Criterion #3 - Value/Cost of Efforts - Provide a rate schedule that your company will use to bill patient's who have been transported. - Describe any financial compensation (Additional Services) your company is willing to provide the City to support pre-hospital EMS and ground ambulance transport service. I. Illegal Alien Certificate. This required form is included as Attachment A. J. Proposal Acknowledgement. Include this form as provided in Attachment B. SECTION XII. EVALUATION AND AWARD A. Proposal Evaluation All proposals submitted in response to this RFP will be evaluated by a committee in accordance with the criteria described below. Total scores will be tabulated, and the contract will be awarded to the offeror whose proposal is deemed to be the most advantageous to the City. If the City requests presentations by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. The contract will be awarded to the vendor whose overall offer is deemed to be the most advantageous to the City of Boulder as determined by the evaluation committee. In preparing responses, offerors should describe in great detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to proposal information to assist the City in selecting the most qualified offeror for this contract. Evaluation criteria that will be used are as follows, listed in order of relative importance: - Approach to Scope of Work - Company and Personnel Qualifications - Value/Cost of Efforts		

Specification	Bidder Complies	
	Yes	No
A presentation and/or demonstration may be requested by short-listed offerors prior to award. However, a presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal. B. Determination of Responsibility of the Offeror The City of Boulder awards contracts to responsible vendors only. The City reserves the right to make its offeror responsibility determination at any time in this RFP process and may not make a responsibility determination for every offeror. The City of Boulder’s Municipal Code defines a “Responsible offeror” as one who has “the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.” The City reserves the right to request information as it deems necessary to determine an offeror’s responsibility. If the offeror fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.		

ATTACHMENT A
ILLEGAL ALIEN CERTIFICATE

FROM: _____
(Prospective Contractor)

TO: CITY OF Boulder

Project Name _____

RFP Number _____

As a prospective contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien and that I (we) have participated in or attempted to participate in the basic pilot employment verification program administered by the U. S. Department of Homeland Security in order to verify that I (we) do not employ any illegal aliens.

Executed this _____ day of _____, 2011.

Prospective Contractor _____

By: _____

Its: _____
Title

State of _____)
County of _____) ss:

The foregoing instrument was acknowledged before me by _____,
(Name of party signing)

as _____ of _____,
(Title of party signing) (Name of corporation)

a _____ corporation, on behalf of the corporation, this
(State of incorporation)

_____ day of _____, 2007.

Witness my hand and official Seal.

My Commission expires _____.

Notary Public

**ATTACHMENT B
PROPOSAL ACKNOWLEDGEMENT**

The offeror hereby acknowledges receipt of addenda numbers ____ through ____.

By signing below, you agree to all terms & conditions in this RFP, except where expressly described in your cover letter.

Original Signature by Authorized Officer/Agent

Vendor's Tax ID Number (FEIN)

Type or printed name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Proposal Valid Until (at least for 90 days)

E-Mail Address

Website Address

The offeror is organized as a (corporation, partnership, etc): _____

If a corporation, the state where it is incorporated: _____

**ATTACHMENT C
CONFIDENTIALITY ACKNOWLEDGEMENT**

ACKNOWLEDGEMENT OF CONFIDENTIALITY

I understand the importance of confidentiality of the information I will be exposed to while providing Ambulance Services for the City of Boulder. I will not review, discuss or disclose any information pertaining to these files, or make any copies without the express written authority of the Boulder Fire Chief or designee. I understand that the files are the property of the City of Boulder and that I may not appropriate any files contained therein for any personal, business or any other purpose.

_____ Date _____

enter name and address of contractor

State of _____)
County of _____) ss:

The foregoing instrument was acknowledged before me by _____,
(Name of party signing)

as _____ of _____,
(Title of party signing) (Name of corporation)

a _____ corporation, on behalf of the corporation, this
(State of incorporation)

_____ day of _____, 2011.

Witness my hand and official Seal.

My Commission expires _____.

Notary Public