

**REQUEST FOR PROPOSAL  
FOR  
AMBULANCE OPERATOR SERVICES**

The City of La Habra is requesting Proposals from qualified organizations to provide ambulance operator services for Emergency Medical Services (EMS). The awarded Contractor, in accordance with the Sample Professional Services Agreement, and all related terms, conditions, and scope of work. Proposers are advised to carefully review the information and instructions below prior to submitting a proposal.

**SECTION I - GENERAL INFORMATION**

**A. BACKGROUND**

The City of La Habra (City) contracts with the Los Angeles County Fire Department (LACFD) for fire and paramedic services. The contract is currently in effect and references made herein apply to LACFD. In the event the City of La Habra enters into a contract with another agency for fire services, all references made throughout the entire request for proposal and any contract awarded in accordance with this proposal shall be applicable to and pertain specifically to the fire agency with whom the City contracts.

LACFD is a regional fire service agency that serves 57 cities in Los Angeles County, all unincorporated areas in Los Angeles County, and the City. The LACFD protects more than 4.1 million residents from its 170 fire stations located throughout Los Angeles County and the City of La Habra. In the City, LACFD operates out of four City-owned fire stations located at:

Station No. 191	850 West La Habra Boulevard
Station No. 192	520 South Harbor Boulevard
Station No. 193	1000 Risner Way
Station No. 194	1401 South Beach Boulevard

A total of twelve (12) qualified EMT/Drivers currently operate the City's ambulance service, providing emergency transportation service via City-owned ambulances from Stations No. 191 and No. 192 (the "emergency transportation personnel"). The emergency transportation personnel are not LACFD employees, but are provided by the City through a separate contract between the City and a qualified ambulance service operator. The emergency transportation personnel operate on the LACFD three (3) shift schedule (A, B, C) with four (4) EMT/Drivers per shift. LACFD responded to a total of 4,615 emergency incidents (fires, medical aid, etc.) within the City during calendar year 2018. Statistical data for calendar year 2019 is available upon request.

**B. SCOPE OF SERVICES**

The City is soliciting proposals from qualified ambulance service operators (hereinafter referred to as either "Bidder" or "Contractor") to contract with the City to provide emergency transportation, medical billing, and medical collection services within the jurisdiction of the City related to operation of the City's ambulance service (the "Contract"). Specific terms of the agreement will be negotiated with the selected Contractor. All emergency transportation personnel assigned to perform services under the Contract, whether under

the First Tier Service, the Second Tier Service or pursuant to the Third Tier Mutual Aid Contract (each of which is defined below), shall be hereinafter referred to as the "Transportation Personnel."

The details of the services provided by the selected Contractor under the proposed Contract are as follows:

- A. First Tier Service. The selected contractor shall be required to provide dedicated staffing/Transportation Personnel and insurance for two (2) City-provided ambulances providing emergency transportation service out of Stations No. 191 and No. 192, being able to respond 24 hours a day, 7 days a week to all 911 and other emergencies as required (the "First Tier Service" or "First Tier").
  1. The dedicated Transportation Personnel will be provided housing at LACFD stations and drive two (2) vehicles provided by the City of La Habra. The Transportation Personnel shall operate on LACFD's three (3) shift schedule (A, B, C) with four (4) EMTs, at least two (2) of which shall be qualified drivers, per shift.
  2. LACFD, in cooperation with the Transportation Personnel, will provide on-scene Advanced Life Support ("ALS") services. The Transportation Personnel will provide Basic Life Support ("BLS") services and transport patients to medical facilities when required.
  
- B. Second Tier Service. In addition to the First Tier Service, Contractor shall provide full and complete backup services for the City such that Contractor is able to respond 24 hours a day, 7 days a week to all 911 and other emergencies in the City as may be required. For example, when both dedicated ambulances are assigned responses, or "out of service" due to repair or maintenance, the backup service shall include at minimum the following:
  1. Fully equipped and staffed vehicles provided by Contractor's own company, ready to provide backup emergency transportation services to the City in the event the First Tier Service is unavailable or unable to respond to a call (the "Second Tier Service" or "Second Tier"). The provision of these vehicles will be at no additional charge to the City.
  
- C. Third Tier Mutual Aid Service. In addition to the services described above, Contractor shall also be required to enter into an agreement with a separate qualified ambulance service provider doing business in Orange County to provide back-up services in the event both the First Tier Service and the Second Tier Service are unable to respond to a call for emergency transportation service (hereinafter "Third Tier Mutual Aid Contract," "Third Tier Mutual Aid Service," or "Third Tier"). The Third Tier Mutual Aid Contract must be approved by the City prior to provision of any service by Contractor, such approval not to be unreasonably withheld.
  
- D. BLS and ALS Services. The Transportation Personnel assigned to perform

services under this Contract, whether under the First Tier Service, the Second Tier Service or Third Tier Mutual Aid Service, will provide Basic Life Support ("BLS") services and transport patients to medical facilities when required. LACFD, in cooperation with the Transportation Personnel, will provide on-scene Advanced Life Support ("ALS") services.

- E. All Transportation Personnel assigned to perform services under this Contract, whether under the First Tier Service, the Second Tier Service or pursuant to the Third Tier Mutual Aid Service, must at *all* times meet the following minimum qualifications as listed in Section V of this RFP.
- F. The provision of the First Tier Service, the Second Tier Service, and the Third Tier Mutual Aid Service, together with all of Contractor's other duties and obligations under the proposed Contract, shall be hereinafter jointly referred to as the "Emergency Services."
- G. Term. The Contract awarded under this RFP is for an initial three (3) years beginning on July 1, 2020, and ending on June 30, 2023. Contractor shall start providing the Emergency Services beginning at 0000 hours on July 1, 2020, and ending at 2359 hours on June30, 2023. The Contract could be eligible for two (2) 2-year extensions upon the mutual agreement of both parties.
- H. The agreement is subject to annual review based on the criteria specified in the agreement language and outlined herein. The purpose of this agreement is to contract with and hold accountable those parties working with and on behalf of the City of La Habra and LACFD to provide the Emergency Services to the citizens and visitors of La Habra.

### **C. NOTICE INVITING PROPOSALS**

Notice of this RFP has been published in multiple media outlets and has been advertised with the Ambulance Association of Orange County (AAOC) and the Los Angeles County Ambulance Association. Copies of this Final RFP will also be made available to the public by calling the La Habra City Manager's Office or the La Habra City Clerk's Office

### **D. PUBLIC BIDDING STATUTES**

The award of this Contract for Emergency Services under this RFP is not subject to public bidding statutes. At the sole discretion of City, City reserves the right to reject any or all prequalification applications and RFP bids, in whole or in part, and is not bound to accept any. The RFP bid may be rejected by La Habra if it is in any way incomplete, irregular or if it contains material misrepresentations of fact or omits material information required.

### **E. COST OF PREPARATION**

Bidders assume all costs associated with the preparation of their bid proposals and

any oral presentations that may be necessary or required throughout the procurement process.

#### **F. UNDERSTANDING PROPOSAL**

It is the responsibility of each Bidder to inquire about any criteria, condition, term, provision, or requirement of the RFP that the Bidder does not understand. Responses to inquiries, if they significantly change or clarify the RFP requirements or any aspect of the procurement process, will be forwarded by addenda to all Bidders. The City will not be bound by any oral responses to inquiries. By submitting bid proposals, Bidders agree and assure that the RFP and Contract terms and conditions are adequate and acceptable. Each Bidder accepts the terms and conditions of the Contract Documents and indicates their ability and willingness to perform the requested services under such terms and conditions. Any exceptions to the terms and conditions set forth in the Contract Documents should be clearly noted in each Bidder's proposal. Please direct all questions regarding the procurement process to:

**City of La Habra  
Attn: City Manager's Office  
110 East La Habra Boulevard  
La Habra, CA 90631  
(562) 383-4010**

#### **G. CONTRACTOR SELECTION AND AWARD**

**While contract cost is an important factor, other factors, such as Bidder experience and qualifications, will also be significant matters of consideration. The award of contract under this RFP will be made by the City to the most responsible and qualified Bidder.** The contract award is final and may not be appealed and is not subject to the protest provisions of state public bidding statutes. La Habra may, however, reconsider any award upon a finding of good cause at their sole discretion. All Bidders will be notified in writing at the conclusion of the procurement process as to the results of the bid proposal evaluation process and the final award recommendation. Bidders will receive mailed award/non-award notification, which will include the name of the Bidder awarded a contract.

#### **H. SCHEDULE OF EVENTS**

Release of RFP	January 13, 2020
Deadline for Written Questions	January 23, 2020
Responses to Questions Posted on Web	January 31, 2020
Submissions Due	February 14, 2020
Interviews (if held)	Week of March 2, 2020
Award of Contract	Preliminarily April 6, 2020
Initiation of Service	July 1, 2020

## SECTION II - ADMINISTRATION

### A. BID PROPOSAL SUBMISSION PROCESS

The City is committed to providing and maintaining the highest levels of emergency response service possible to the public. In conjunction with LACFD, the provision of emergency ambulance transportation is a critical part of the City's continuing efforts to achieve this objective.

### B. QUESTIONS TO RFP

Prospective bidders may ask questions of clarification by submitting them by email to:

**Robert Ferrier, Assistant to the City Manager, at [rferrier@lahabraca.gov](mailto:rferrier@lahabraca.gov).**

All questions are due no later than 4:30 p.m. on Thursday, January 23, 2020. All written inquiries submitted by Bidders and the answers given by City staff during the bid proposal pre-submission conference will be posted at [www.lahabraca.gov](http://www.lahabraca.gov) as soon as practical after they have been received, but no later than January 31, 2020; copies will also be made available by the City staff upon request.

### C. BID PROPOSAL SUBMISSION REQUIREMENTS

#### 1. Bid Proposal Submission Due Date

In order to compete in the RFP process, all bid proposals submitted by qualified ambulance companies **must be completed and received by the City Clerk's Office no later than 4:30 p.m. on February 6, 2020 ("Submission Due Date")**. Bid proposals must be **hand-delivered or sent via courier/messenger** to the City Clerk's Office, City of La Habra, 110 East La Habra Boulevard, La Habra, CA 90631. **Do not send bid proposals via U.S. Mail.** All proposals must be sealed and submitted to the City in accordance with the required format and in the manner prescribed herein by the Submission Due Date.

A signed original bid proposal plus nine (9) copies of the proposal must be received by the City of La Habra by the Submission Due Date for public opening. Bidders are strongly encouraged to submit their bid proposals in advance of the due date to avoid the possibility of missing the deadline due to unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The City assumes no responsibility for any delays whatsoever caused by any courier, delivery, or messenger service. Bid proposals must be date and time stamped by the City Manager's Office on time by the Submission Due Date in order to be considered. Additional time will not be granted to any single Bidder; however, additional time may be granted to all Bidders when, at its sole discretion, La Habra determines that circumstances require additional submission time. **Bid proposals sent to La Habra via U.S. Mail, Fax, or E-mail will NOT be accepted.** No amendments, additions,

deletions, or alterations to submitted bid proposals will be accepted by La Habra after the Submission Due Date. Bid proposals received after the Submission Due Date will be returned unopened.

## **2. Bid Proposal Submission Instructions: Required Format**

All bid proposals must be submitted in accordance with the following requirements:

- a. Proposal Binders:** All bid proposals must be submitted in three-ring binders, which are not larger than twelve inches by twelve inches (12"x12");
- b. Original + Copies:** The original signed bid proposal shall be clearly marked "ORIGINAL" and nine (9) copies of the bid proposal, including any attachments, must be sent **under seal** to the City by the Submission Due Date;
- c. Early Bids:** Bid proposals received by the City prior to the Submission Due Date will be date and time stamped and secured by the City Clerk;
- d. Title Page:** All bid proposals must be clearly marked on the outside binder cover with a title page containing the following information: (a) name of ambulance transportation service operator (i.e., the Bidder); (b) name of RFP and RFP #; (c) Bidder address and telephone number; (d) Bidder authorized contact person; (e) Bidder authorized contact person's signature; (f) bid proposal submission date; and (g) original or copy.
- e. Bid Format:** To facilitate the bid proposal review process, all bid proposals must strictly adhere to the format, table of contents, titles, page limits, and numbering for requested information items as set forth in Section VII, Bid Proposal Submission Forms. Any deviation from the Section VII format and the required Bid Proposal Submission Forms may result in disqualification. All Bidders must strictly adhere to the following rules in preparing their bid proposals, and any deviation may result in disqualification:
  - i. Use only standard one-inch (1") margins;
  - ii. Use only size 12 font;
  - iii. Use only single-sided pages;
  - iv. Observe all page limit requirements, as specified;
  - v. Use proposal binders no larger than 12"x12";
  - vi. Use tabs or dividers to separate bid response sections.
- f. Complete Answers & Responses:** All bid proposals must provide answers to all questions and provide complete responses to each and every requested item and category as specified in Section VII. Specific submission data have been provided for your convenience for each submission item. Bidders are required to supply, at a minimum, the

items listed for specific submission. Bidders are permitted, within the prescribed page limits, to submit additional information that they deem helpful in the evaluation and grading process. Failure to provide answers to all questions and complete responses to all request item categories may result in disqualification.

- g. Table of Contents:** Bid proposals must include a table of contents listing the individual information request sections as set forth in Section VII, Bid Proposal Submission Forms, and their corresponding page numbers. Tabs or dividers must be used to clearly separate each of the individual sections.
- h. Cover Letter:** Bid proposals must include a cover letter on official letterhead describing the Bidder and must include the following information:
- i) The official name of the Bidder;
  - ii) The Bidder's organizational structure (e.g. corporation, partnership, limited liability corporation, or otherwise);
  - iii) The jurisdiction in which the Bidder is organized and the date of such organization;
  - iv) The address and telephone number of the Bidder's headquarters and of any local office involved in the bid proposal;
  - v) The Bidder's Federal Tax Identification Number;
  - vi) The name, address, telephone, fax numbers, and e-mail address of the person(s) who will serve as the authorized contact(s) to the City with regards to the bid proposal, the RFP process, the Contract Documents, and the administration of the contract, if awarded, with authorization to make representations on behalf of and to bind the Bidder;
  - vii) Provide applicable authorized signature documentation, pursuant to Bidder's organizational structure/bylaws, verifying the authority of the person signing the original bid proposal to commit to the proposal on behalf of the Bidder;
  - viii) A representation that the Bidder is in good standing in the State of California and has obtained all necessary licenses, permits, certifications, approvals, and governmental authorizations necessary in order to perform all of the required performance obligations specified herein;
  - ix) A representation that the Bidder is in good standing in the Medicare and Medi-Cal programs and is not the subject of any pending actions,

investigations, or prosecutions, whether civil, criminal, or administrative, relating to their billing or reimbursement practices, and that Bidder has not been excluded from any state or federal healthcare program or employs any individual who has been excluded from any state or federal healthcare program.

- x) Statement of acceptance of all terms, conditions, requirements, and performance criteria contained in the Contract Documents; and,
- xi) Any additional information Bidder deems relevant for consideration during the selection process.
- i. **Photographs:** Bidders may submit, as part of their bid proposal, a maximum of three (3) pages of color photographs or other renderings depicting their ambulance service facilities, operation, and/or personnel. Such photographs are to be inserted at the end of the bid proposal;
- j. **Non-Collusion Certificate:** Each Bidder must execute and submit with each bid proposal the Non-Collusion Certificate in Section VII; and
- k. **Compliance:** Bid proposals that do not strictly adhere to the format requirements and rules set forth herein may be disqualified at the sole discretion of the City.

#### **D. LATE SUBMISSIONS**

**1. Late Submission. Bid proposals received after the Submission Due Date will be returned to the Bidder unopened and will not be considered.**

#### **E. BID PROPOSAL EVALUATIONS**

**1. Competitive Process.** The Proposal Grading Panel will evaluate and rate each bid proposal according to established criteria. The primary competitive bid criteria for this RFP are:

1) experience of the bidder including but not limited to both 911 Emergency Transportation services and Inter-facility Transportation services (IFT); 2) financial strength/stability of the bidder; 3) cost to City; 4) the quality of service to be provided; 5) the level of service to be provided; 6) experience and qualifications of the Transportation Personnel who will provide services to the City under the proposed contract (CAAS Accreditation may be considered); 8) the training of replacement Transportation Personnel when one or more leaves; and 9) whether a Bidder is responsible. The term "responsible" refers not only to the attribute of trustworthiness, but also to the quality, fitness, and capacity of the Bidder to perform the proposed services satisfactorily and in accordance with the specifications and delivery criteria set forth herein.

Following an initial bid proposal evaluation process, the grading panel will select finalists for onsite visits and oral presentations. At the conclusion of the evaluation



process, the Proposal Grading Panel will make a final contract award recommendation(s), which will be presented to the La Habra City Council for consideration of an award of contract.

**2. Proposal Grading Panel.** Bid proposals will be reviewed and evaluated by a Proposal Grading Panel. The City will appoint the members of the Proposal Grading Panel, which may include City staff, LACFD staff, and other individuals with the requisite skill and experience to review and evaluate Bidder proposals.

The Proposal Grading Panel **may** invite all Bidders who have submitted a qualifying bid to make an oral presentation concerning their proposal, all of which **may be** videotape recorded. During presentations, the Proposal Grading Panel will listen to the Bidder's presentation and may ask questions of the Bidders and/or request amplification, explanation, or further information regarding their proposal. Each Bidder will be given 30 minutes to make an oral presentation. Additional presentation time may be allotted at the sole discretion of the panel.

## **F. ADMINISTRATIVE**

**1. Bid Proposal Deposit.** All bid proposals must include a \$1,000 deposit in the form of a cashier's check made payable to the City of La Habra ("Bid Proposal Deposit"). Bid Proposal Deposits will be refunded in their entirety to all Bidders that voluntarily withdraw their proposal prior to the Public Opening, and to all Bidders who complete the evaluation at the conclusion of the procurement process, but are not selected. However, bid proposals that are voluntarily withdrawn after the Public Opening, rejected, or disqualified will result in a 100% deposit forfeiture.

**2. Oral Presentations.** Oral presentations may be requested of all Bidders at any time throughout the procurement process.

**3. Proprietary Information.** All bid proposals and documents submitted in response to this RFP shall become the property of the City. It is the responsibility of each Bidder to clearly identify any and all information contained in their bid proposal that it considers to be confidential and/or proprietary. To the extent that La Habra agrees with that designation, such information will be held in confidence whenever possible; all other information will be considered public. However, all information regarding the procurement process will not be disclosed to the public or be subject to disclosure pursuant to the California Public Records Act (Government Code §6250 *et seq.*) during the deliberative process until such time as evaluations have been completed, a final award recommendations has been made, and contracts are awarded. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by the Bidder is made, City will notify the Bidder in writing of such demand and shall furnish a copy of City's written response to the requestor. Bidders may then pursue, at their sole cost and expense, all appropriate legal action necessary to maintain the confidentiality of such information.

**4. Voluntary Withdrawal of Bid Proposal.** A Bidder may, upon written notice to City, voluntarily withdraw their bid proposal at any time prior to the Public Opening. Withdrawal of a bid proposal will be subject to verification of the identity of the requestor and confirmed with the Bidder's authorized representative. A receipt for the

return of any unopened bid proposal will be prepared by the City Clerk and signed by the Bidder's authorized representative. Bidders requesting to withdraw their bid proposal prior to the Public Opening will be entitled to a full refund of their Bid Proposal Deposit. Bidders requesting to withdraw their bid proposal after the Public Opening will forfeit their Bid Proposal Deposit and the same return procedures will be followed.

**5. Cancellation of RFP Process.** This RFP may be cancelled at any time by the City, in its sole and absolute discretion, if it determines cancellation is in the best interest of the City or any of its member agencies.

## **G. BID PROPOSAL REJECTION**

1. At the sole discretion of the City, City reserves the right to reject any and all bid proposals, in whole or in part, and is not bound to accept the lowest proposal (or the proposal prices for services). If such an event were to occur, the City Council, in its discretion, may direct the issuance of a new RFP.

2. A bid proposal may be rejected by the City, at its sole discretion, for failure to comply with the requirements set forth in this RFP, or for other reasons determined by the City that create or may create a hindrance or impairment to the objective evaluation of such proposal.

3. The City reserves the right, at its sole discretion, to waive any and all bid proposal irregularities or informalities that the City deems correctible or otherwise not relevant. In the event of a bid proposal irregularity or informality, the Bidder may be required to immediately correct and/or resubmit, in whole or in part, its bid proposal.

4. A bid proposal may be rejected by the City, at its sole discretion, if it is in any way incomplete, irregular, or if it contains material misrepresentations of fact or omits material information required. Bid proposals that do not strictly adhere to the format requirements set forth in this RFP may be rejected.

5. A bid proposal may be rejected or disqualified by the City upon substantial evidence that the Bidder has engaged in corrupt, fraudulent, and/or illegal practices involving the performance, administration, or award of a similar contract in another jurisdiction.

6. Bid proposals that take exception to the RFP specifications and/or delivery criteria, or terms and conditions of the Contract Documents may be rejected.

7. Bid proposals that do not provide all information requested in this RFP may be rejected as incomplete.

8. In the event a bid proposal is rejected, the City will notify the Bidder in writing, which shall explain the specific reason(s) for the rejection.

## **H. AWARD PROTEST**

The award of contract under this RFP will be made by the La Habra City Council. The contract award decision is final and may not be appealed and is not subject to the

protest provisions of the state public bidding statutes. However, at its sole discretion, the City Council may reconsider any contract award upon a finding of good cause.

### **SECTION III - GENERAL TERMS AND CONDITIONS**

#### **A. CONTRACT DOCUMENTS**

The Contract entered into by the successful Bidder shall consist of: (a) the executed Contract between the City and Contractor to be negotiated between the parties; (b) the RFP; (c) the signed, original bid proposal(s) submitted by the successful bidder ("Bid Proposal"); and (d) the executed indemnity agreement between the Contractor and LACFD ("LACFD Agreement") as incorporated in the Contract shown as Attachment No. 2 to the RFP (all of these documents, including the RFP, the Bid Proposal, the Contract and the LACFD Agreement shall be hereinafter collectively referred to as the "Contract Documents").

The RFP, the Bid Proposal(s), and the LACFD Agreement submitted by the successful Bidders will be incorporated and made a part of the Contract. All provisions of the RFP, the Bid Proposal(s), the contract and the LACFD Agreement shall be binding on the parties. Should any inconsistency or ambiguity occur or exist in the Contract Documents, the provisions of the Contract, then the provisions of the LACFD Agreement, then the provisions of the Proposal, then the provisions of the RFP shall control.

For purposes of this section the successful Bidder shall be referred to as the "Contractor."

#### **B. CONTRACT MODIFICATION AND AMENDMENTS**

Once a Contract has been awarded and executed, the parties may adjust the specific terms of the Contract Documents from time to time where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be submitted in writing to the City for consideration. The decision to modify or amend any term or condition of the Contract Documents shall be at the sole discretion of the City.

#### **C. CONTRACT ADMINISTRATION**

The La Habra City Manager, or his designee, shall be the authorized representative in all matters pertaining to the RFP process. The contract awarded pursuant to this RFP for the provision of emergency transportation services to the City shall be administered by the City Manager, or his designee.

#### **D. CONTRACT EFFECTIVE DATE**

The effective date of the contract awarded pursuant this RFP shall be 0000 hours, July 1, 2020 ("Effective Date"), at which time Contractor will assume full responsibility for the provision of Emergency Services within the City, as outlined in this RFP. The Effective Date may be postponed at the sole discretion of the La Habra City Manager in order to protect public health and safety or to the event a successful Bidder/Contractor

is for any reason unable to commence performance at that time, subject to approval by the City.

## **E. CONTRACT TERM**

1. **Term.** The exclusive contracts awarded pursuant to this RFP are for an initial term of three (3) years, beginning at 0000 hours, July 1, 2020, and ending at 2359 hours June 30, 2023. The contract shall automatically expire at the end of the initial term, unless extended as provided below.

2. **Contract Extension.** Upon the mutual written agreement of the parties, the contract may be extended for up to two (2) additional two-year extensions year (for a possible 7-year contract period). Successful past performance during the initial contract period will be a critical factor in the decision to grant an extension. The decision to either grant or deny a contract extension(s) shall be final. At the end of the initial contract term, or contract extension term(s) if granted, all contracts awarded pursuant to this RFP shall automatically terminate.

### **3. Termination.**

Once the Agreement is executed, it may be terminated as follows:

A. The Agreement may be terminated by either party, with or without cause, upon ninety (90) days prior written notice to the other party.

B. CITY may terminate the Agreement for Cause by providing CONTRACTOR seven (7) days prior written notice of termination for Cause and the factors constituting Cause. CONTRACTOR will have thirty (30) days to cure any alleged breach, prior to termination for cause under this section.

C. CITY may terminate the Agreement immediately if the La Habra City Manager and La Habra Chief of Police (in their reasonable discretion) determine that continued operations by CONTRACTOR following the breach would constitute a danger to the public health, safety or general welfare.

## **F. INSURANCE**

Contractor must provide, to the satisfaction of the City and LACFD, insurance in accordance with the following requirements:

A. Prior to beginning the provision of Emergency Services under this Agreement, CONTRACTOR must provide to the satisfaction of the CITY and LACFD, certificates of insurance and endorsements evidencing the policy or policies of insurance in the types and amounts set forth below. CONTRACTOR shall at all time during the term of this Agreement carry, maintain, and keep in full force and effect, the following minimum scope of insurance coverage:

- 1) Commercial General Liability Insurance in an amount not less than \$10,000,000 per occurrence, written on an occurrence form. If policy carries an annual aggregate, such aggregate shall be in an amount not less than \$10,000,000 per occurrence.
- 2) Ambulance Medical Malpractice Insurance in an amount not less than \$3,000,000 per occurrence. If the policy carries an annual aggregate, such aggregate shall be in an amount not less than \$6,000,000 per occurrence. Such insurance coverage may be combined with either the general or automobile liability coverage required above; provided, however, if the insurance coverage is so structured, the combined coverage shall be in an amount not less than \$5,000,000 per occurrence, with an annual aggregate of not less than \$10,000,000.
- 3) Comprehensive Business Automobile Liability Insurance in an amount not less than \$3,000,000 per occurrence, covering owned, non-owned and hired vehicles, written on an occurrence form. If policy carries an annual aggregate, such aggregate shall be in an amount not less than \$6,000,000 per occurrence. CONTRACTOR shall be required to provide this insurance for all CITY owned Tier-One vehicles and CONTRACTOR owned Tier-Two vehicles.
- 4) Workers' Compensation and Employers' Liability Insurance in a statutory amount for workers' compensation and in an amount not less than \$1,000,000 for employers' liability. Such insurance shall contain a waiver-of-subrogation clause in favor of the CITY and LACFD, and their respective officers, officials, employees and agents.

B. CONTRACTOR shall also comply with the following requirements:

- 5) If the above-required insurance coverage does not provide for an annual aggregate which is twice the per-occurrence limit, in the alternative the insurance policy (policies) shall be amended (by appropriate ISO endorsements) so that the policy limits apply solely to this Agreement.
- 6) The above-required liability insurance shall be in a form that supports coverage for the provisions of the indemnification clause required under this Agreement, including a claim brought against the CITY and/or LACFD for the injury to, or death of an employee or agent of CONTRACTOR.
- 7) In the event of a claim (claims) against the above-referenced liability policies which reasonably may deplete one-half or more of the aggregate limits, CONTRACTOR shall immediately notify CITY. In the event a claim (claims) against the above-referenced liability policies which are reasonably expected to deplete 90% of the aggregate limits, CONTRACTOR shall, at

CONTRACTOR's expense, reinstate the aggregate limits at least to an amount equal to one-half of the face amount of the aggregate limits on the policies.

8) All insurance required herein shall be written by insurers admitted to do business in the State of California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide.

If CONTRACTOR can demonstrate to the City's satisfaction that coverage is not available in the admitted market, City, in its sole and absolute discretion, may be willing to consider coverage provided through a surplus line carrier. In such case, the insurer providing the surplus line coverage must be represented by a California licensed surplus line broker, must be on the California list of eligible surplus line insurers, and must be rated "A/ Class X or better in the most recent Best's Key Insurance Rating Guide.

9) No insurance required herein shall provide for a deductible in excess of \$5,000 or a self-insured retention in any amount, without prior written consent of the CITY and, the granting or denying of such consent shall be at the sole and absolute discretion of the CITY.

#### C. Endorsements

1) All insurance required herein shall be endorsed to state that "Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the CITY.

2) The liability policies required herein, except for professional liability (if a stand-alone coverage) and employers' liability, shall, by endorsement, contain the following provisions:

(a) "The CITY of La Habra and LACFD, and their respective officers, officials, employees, representatives, and City or LACFD designated volunteers are hereby declared to be additional insureds as respects the operations, activities, work, errors, or omissions of the named insured arising out of or in connection with any contract or agreement with the CITY of La Habra."

(b) "This insurance is primary to, and shall not contribute with, any insurance or self-insurance maintained by the CITY of La Habra or any of the designated additional insureds."

(c) "This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability."

3) Worker's Compensation policies shall be endorsed state that the insurer waives all rights of subrogation against the CITY and LACFD,

and their respective officers, officials, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR under this Agreement.

D. All insurance coverage shall be confirmed by execution of endorsements and certificates of insurance. CONTRACTOR is required to file the completed policy endorsements and certificates with CITY and LACFD on or before the Effective Date of this Agreement, and to thereafter maintain current endorsements on file with CITY and LACFD. The completed endorsements and certificates of insurance are subject to the approval of CITY and LACFD.

E. Nothing in this section shall be construed as limiting in any way the Indemnification and Hold Harmless clause contained herein in this Section or the extent to which CONSULTANT may be held responsible for payments of damages to persons or property.

F. CITY or LACFD (with the approval of CITY) shall have the right at any time to review the coverage, form, and limits of insurance required herein. If, in the sole and absolute discretion of the CITY, the insurance provisions in this Agreement do not provide adequate protection for the CITY and/or LACFD, the CITY shall have the right to require CONTRACTOR to obtain insurance sufficient in coverage, form, and limits to provide adequate protection and CONTRACTOR shall promptly comply with such requirement. The CITY's and LACFD's requirements shall not be unreasonable, but shall be adequate in the sole opinion of the CITY to protect against the kind and nature of risks which exists at the time a change of insurance is required, or thereafter.

F. Alternate forms of insurance that meet the above requirements must be approved by the CITY's Risk Manager and reviewed by LACFD's Risk Manager prior to beginning any work under this Agreement.

## **G. ASSIGNMENT**

Except as provided herein, Contractor may not delegate or assign its rights or otherwise transfer its obligations, in whole or in part, under the proposed contract to any other person or entity without first obtaining the prior written consent of the City. Any such assignment or transfer without the prior written consent of the City shall be void and the attempted assignment shall constitute a breach of the contract. For purposes of this section, the following would be considered a "transfer":

1. Any change in the business structure, including but not limited to, changes from or to: (a) a sole proprietorship; (b) a partnership, including any change in the partners; (c) a corporation, including any change in the shareholders, whether by operation of law or otherwise;
2. Bankruptcy, an assignment for the benefit of creditors, or the appointment of a receiver; or

3. A transfer by any of the owners, shareholders or members (whichever is applicable) of Contractor of greater than ten percent (10%) of the ownership interest, stock or membership interest (whichever is applicable) in Contractor's business, issued as of the Effective Date by the Contractor, or the sale or transfer of over twenty five percent (25%) of the assets of the Contractor. In the event a Contractor experiences regular stock exchanges in excess of the ten percent (10%) threshold, a separate agreement may be negotiated to set a threshold that still provides the City with the protections intended. The stock sale of a publicly traded corporation that does not constitute a change in majority ownership will not be deemed a transfer of ownership for purposes of this Section.

## **I. AUDITS AND INSPECTIONS**

1. **Business Office.** At any time during normal business hours, and as often as may reasonably be deemed necessary by the City, the City may observe and inspect Contractor's business office, and Contractor must make promptly available to the City for its examination all of Contractor's records that pertain to performance of the contract. The City may audit, examine, and copy any and all Contractor records pertaining to their performance of the contract, including but not limited to, personnel records, daily logs, conditions of employment, and all other data. The City's right to inspect Contractor's business office and any and all records pertaining to their performance of the contract will be restricted to normal business hours and reasonable notice shall be given to Contractor in advance of such inspection.

## **I. COOPERATION**

Contractor must cooperate with the City and take all actions necessary to ensure that all terms and conditions, and required performance levels, set forth in the Contract Documents are satisfied at all times throughout the contract term.

## **J. NON-COLLUSION CERTIFICATE**

Each Bidder must execute and submit with each bid proposal the Non-Collusion Certificate in Section VII. If there is reason to believe that collusion exists among Bidders, all bid proposals submitted will be rejected and none of the participants in such collusion will be considered in any future RFP.

## **K. INDEPENDENT CONTRACTOR**

Both parties in the performance of the contract shall be acting in an independent capacity one from the other, and not as agents, employees, partners, or pursuant to a joint venture with one another. The parties understand and agree that Contractor and its employees (which term specifically includes, but is not limited to, the Transportation Personnel) are not employees of the City or LACFD and are not entitled to any of the rights, benefits, or privileges of City or LACFD employees including, but not limited to, medical, unemployment, or workers' compensation insurance.



## **L. INDEMNIFICATION**

Contractor agrees to defend, indemnify, hold free and harmless the City and LACFD, and their respective officers, officials agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the CITY or LACFD, or their respective officers, officials, agents or employees arising out of Contractor's, its employees, agents and/or authorized subcontractors (collectively "Contractor"), performance of its obligations under this Agreement or out of the operations conducted by Contractor, including the City's or LACFD's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City or LACFD.

The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor and/or whenever any claim, action, complaint or suit asserts liability against the City or LACFD, or their respective officers, officials, agents or employees based upon the work performed by the Contractor under this Agreement, whether or not the Contractor are specifically named or otherwise asserted to be liable.

## **M. PERS INDEMNIFICATION**

PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and/or entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

## **N. COMPLIANCE WITH LAWS**

All services provided by Contractor pursuant to the Contract Documents must be rendered in full compliance with all applicable federal, state, and local laws, rules, statutes, and regulations. It will be Contractor's sole responsibility to determine which federal, state, and local laws, rules, statutes, and regulations apply to the services to be performed pursuant to the Contract Documents, and to maintain compliance at all times throughout the Contract term.

## **P. RESPONSIBILITY**

Except as may be specifically stated herein to the contrary, it shall be the responsibility of Contractor to provide all Transportation Personnel with whatever resources and equipment are necessary to perform the Emergency Services, and to otherwise satisfy all of the terms and conditions set forth in the Contract Documents at all times during the Contract term. Except where it may be specifically permitted in the Contract, Contractor may not use any outside ambulance service providers or other resources to satisfy its obligations to provide Emergency Services to the City, without first obtaining the prior written consent of the City. Notwithstanding the granting of any such approval by the City, nothing stated herein shall relieve Contractor of its duties and responsibilities under the Contract, and any additional cost incurred shall not be charged to the City or LACFD.

## **Q. ACTS OR OMISSIONS OF REPRESENTATIVES**

The acts and/or omissions of the owner(s), officers, operators, officials, employees, agents, and representatives of the Contractor in the performance of the services and obligations under the Contract Documents shall constitute the acts and/or omissions of the Contractor.

## **R. INSOLVENCY**

Contractors shall not, without the prior written consent of the La Habra City Manager, suffer either the appointment of a receiver to take possession of all, or substantially all of the assets of Contractor, or make a general assignment of such assets for the benefit of creditors. Any such action taken or suffered by Contractor under any insolvency or bankruptcy proceeding constitutes a breach of contract by Contractor, and all property, equipment or materials assigned by LACFD, the City and/or the County to Contractor related to the provision of services under this contract shall be automatically "released" by Contractor and returned back to the possession and control of the City and LACFD. Following the occurrence of any such event, the La Habra City Manager may assign such property, equipment or materials to another assigned service provider, in the City's sole discretion.

## **SECTION IV - OPERATIONAL STANDARDS, PROCEDURES AND PERFORMANCE REQUIREMENTS**

### **A. EMERGENCY RESPONSE COMMUNICATIONS SYSTEM**

1. **Communications Requirements.** Contractors must comply with the following requirements concerning the installation, use, operation, and maintenance of their Emergency Response Communications System:

- a. Emergency Response Communications System must be operated and maintained by Contractor twenty-four (24) hours per day, seven (7) days per week;
- b. Contractor dispatch centers must be equipped with a secondary, emergency back-up electrical system to ensure uninterrupted twenty-four (24) hour service; and,
- c. Contractor must provide and maintain, at its sole cost and expense, a dedicated point-to-point communications link between the LACFD Emergency Communications Center and the Contractor's ambulance dispatch center. Such link may be via a dedicated ring-down line, CAD (Computer Aided Dispatch) interface, or other communications media deemed acceptable by City and LACFD.
- d. All frontline and Tier 2 backup units must at a minimum be equipped with radio capabilities allowing for communication on channels and frequencies allowing for direct communication between LACFD personnel, LACFD dispatch center, contractor dispatch center, and La Habra Police. Such channels and frequencies will be as defined by City and where applicable, by LACFD.

### **B. SERVICE HOURS**

1. **Service.** Contractor must provide, at a minimum:
  - a. Dedicated Transportation Personnel to fully staff the two First Tier Service ambulances, such that those two vehicles are able to provide twenty-four (24) hour emergency ambulance transportation within the City, seven (7) days a week, for the duration of the term of the contract.
  - b. A sufficient number of fully equipped backup units under the Second Tier and Third Tier Service, such that Contractor is able to respond to all 911 and other emergencies calls in the City and meet the response time requirements set forth in Section IV(C) below.
  - c. Except to the degree that the RFP specifically provides for an exemption,

during the term of the Contract, Contractor shall provide sufficient resources such that Contractor is able to respond to 100% of all 911 and other emergency calls in the City by means of the combined efforts of the First Tier Service, Second Tier Service and Third Tier Mutual Aid Service.

- d. The Transportation Personnel for the First Tier Service will be housed at La Habra/LACFD fire stations (Stations No. 191 and 192) utilizing City provided dedicated vehicles.
- e. The City will provide two dedicated vehicles for First Tier Service.

2. **Field Supervisor.** Contractor must have an authorized field supervisor available to the City and LACFD personnel, either by radio or in person, on a twenty-four (24) hour, seven (7) day per week basis during the term of the contract.

### C. RESPONSE TIMES

1. **General Requirements.** Contractors must respond to CITY and LACFD's requests for emergency ambulance transportation service within the response times set forth in this Section. Response times will be calculated as the actual elapsed time in minutes from the moment the request is received by the Contractor's dispatch center to the time that the Contractor's first ambulance arrives on scene. Where multiple ambulances are dispatched to the same emergency scene, only the response time of the ambulance arriving first will be counted for purposes of calculating the response time.

2. **Response Time Measurement.** Response times are measured in full minutes, rounded upward. For purposes of measuring compliance and for the imposition of any penalties, any partial minute will be rounded to the next full minute. For example, a response time of 10:01 or 11:00 is counted as eleven minutes.

3. **Response Times Required.** Contractor must strictly adhere to the following required response times at a quarterly compliance rate of ninety percent (90%) in each Code 2 and Code 3 categories, which shall be reported separately:

#### Metro/Urban Requirements:

- a. Code 3- Response time must not exceed ten (10) minutes, zero (0) seconds.
  - b. Code 2- Response time must not exceed fifteen (15) minutes, zero (0) seconds.
4. **Response Time Reporting.**
- a. Quarterly: Contractor must provide quarterly response time reports to the City ("Quarterly Response Time Reports") for the first tier, second tier, and third tier services as outlined in the scope of services section of this RFP. If the Quarterly Response Time Reports are not submitted to the City as prescribed herein two (2) or more times in a single 12-month period, such

omissions may constitute breach of contract.

5. **Call Cancellation.** In the event a call for service is cancelled prior to arrival, the response will be considered to be within the response time requirement so long as the elapsed time between the call for service and the cancellation does not exceed the applicable response time requirement. In the event the elapsed time between the call for service and the cancellation is in excess of the applicable response time requirement, the call will be considered late.

6. **Quarterly Response Time Report – Format.** The Quarterly Response Time Reports must be submitted by Contractor using an electronic spreadsheet format. Whenever response times in either Code 2 or Code 3 categories fall below the 90% compliance rate in any given quarter, Contractor shall include a narrative assessment as to the cause of any response delay, and, if requested, shall meet and confer with the City Manager or designee for purposes of establishing a plan for avoiding such delay in the future.

7. **Exemptions to Response Time Requirements.** The response time requirements set forth in this Section may be suspended and not enforced, at the sole discretion of the City, in unusual circumstances. There shall be no exemption for response delays due to vehicle mechanical problems, driver error, traffic, weather, or mistake. The response time requirements set forth in this Section will be suspended and not enforced under the following limited circumstances:

- a. **High Call Volume:** Responses to calls for service during periods of unusual system overload or high call volume, which shall be determined at the sole discretion of the City;
- b. **Disasters:** Responses to calls for service during a LACFD or city-declared disaster occurring during a declared disaster in a neighboring jurisdiction, which has requested emergency ambulance transportation or other mutual aid assistance from LACFD or the City. For purposes of this Section, a "declared disaster" means any condition of disaster as declared or affirmed by the City or LACFD Fire Chief or his designee;
- c. **Multiple Ambulance Response:** For responses to calls for service where more than one ambulance is dispatched to the same incident, only the response time of the ambulance first to respond will be required to meet the required response time requirements;
- d. **Response Up/Downgrade:** For Code 3 calls where the response priority code is downgraded to Code 2 by City or LACFD while the ambulance is enroute to the scene, the response time standard for that call shall be recorded as a Code 2 call. If the response priority code is upgraded from Code 2 to Code 3 by City or LACFD while the ambulance is enroute to the scene, the response time standard for that call shall be recorded as the number of minutes for a Code 3 call plus the number of minutes already elapsed, not to exceed the original total minutes for a Code 2 call;

- e. **Return of LACFD Personnel:** In the event that an ambulance is delayed in responding to a call for service, or is hindered from providing a timely response, due to the need to comply with the requirement that it return all LACFD personnel to their respective fire stations, as described herein, the response time requirement for that call will be suspended. This exemption will only apply for a call for service dispatch that occurs while the ambulance is waiting for or actually returning LACFD personnel. It shall be the Contractor's responsibility to document such circumstances, including the length of time and the affected call(s) for service. Contractor must apply for a specific exemption as provided below. Calls for service dispatches that occur after the ambulance has returned LACFD personnel and while returning to any ambulance post location are not eligible for this exemption.
- f. **Dispatched to incorrect location:** In the event that an ambulance is dispatched to an incorrect location, it shall be the Contractor's responsibility to document such circumstances.

8. **Procedures to Request Response Time Exemption.** Applications for receiving an exemption to the response time requirements must be submitted by Contractor to the City for approval. Such requests must accompany the Quarterly Response Time Report for the period in which the exemption is requested. Requests for exemptions outside of the current quarterly reporting period will not be considered. Each request for exemption must include the following information: (a) the incident date; (b) the LACFD Incident Number(s); (c) a narrative summary of the incident; (d) explanation for the cause of the response time delay; and (e) the specific exemption requested. The decision to either grant or deny a response time exemption request will be made by the City within thirty (30) days; the decision to deny may be appealed to the La Habra City Manager or his designee, whose decision shall be final.

9. **Use of Alternative Methods to Meet Response Time Requirements.** For purposes of maintaining compliance with the response time requirements established herein, Contractor must negotiate and enter into a separate Third Tier Mutual Aid Contract with a neighboring ambulance service operator for the provision of emergency transportation services ("Mutual Aid Provider"). Any ambulance provider selected to provide such services, and any agreement to provide such services pursuant to this Section, must satisfy the following requirements:

- a. The Third Tier Mutual Aid Contract must be reviewed and approved by the City prior to execution of the Contract awarded pursuant to this RFP and a copy of the Third Tier Mutual Aid Contract must be sent to the City and the LACFD EMS Section Battalion Chief;
- b. Mutual Aid Providers will be expected to perform emergency transportation services in the City in accordance with all of the operational standards, procedures, and performance requirements set forth in the Contract Documents. Prior to Contractor providing any Emergency Services under the Contract, the Mutual Aid Provider must acknowledge this obligation in writing to the City.

- c. Mutual Aid Providers and their employees must cooperate with the City and LACFD and must participate in any audit requested by the City concerning their performance; and
- d. Notwithstanding the above, Contractor, and not the secondary Mutual Aid Provider will be primarily responsible for ensuring compliance with all terms, conditions, standards, and performance requirements set forth in the Contract Documents, including but not limited to, the primary obligation to pay any penalties which may be imposed by the City and the payment of all fees and reimbursements.

**10. Disciplinary Actions for Failure to Meet Response Time Requirements/ Performance Deficiency**

a. **Meet and Confer.** Should a Contractor fail to meet the response time requirements set forth in this section in any quarterly period, either for any single Code category or for the cumulative total of Code 2 and Code 3 calls as outlined in section C.3 of this RFP, the City of La Habra's representative shall notify the Contractor and meet and confer with said Contractor regarding performance and response time deficiencies. The purpose of this meeting is to notify the Contractor of its deficiencies and to work with the Contractor to ensure proper response time performance in the immediate future.

b. **Penalties.** At the discretion of the City Manager, monetary penalties may be assessed against a non-compliant Contractor for failure to meet the response time requirements set forth in this Section. Quarterly aggregate response times (i.e., in any quarterly period for any single Code category) that are not in compliance with the response time requirements set forth in this Section may result in the City assessing the non-compliant Contractor with a monetary penalty according to the following compliance and fine schedule:

Quarterly Responses that are in Compliance with Response Time

<u>Requirements:</u>	<u>Penalty Imposed*:</u>
90% or Better	None
85% - 89.9%	\$1,000
80%- 84.9%	\$2,000
Less than 79.9%	\$3,000

Note: Penalties are for Code 2/Code 3 reported separately and calculated separately.

In addition to the above response time penalties, the city may assess

monetary penalties against Contractor for the following:

(i) **Turned Call Penalties:** Any calls for service that are not handled by the Contractor through the First Tier, Second Tier or Third Tier Mutual Aid Service, that require City or LACFD to request service from another ambulance service operator may result in the assessment of a "Turned Call" penalty in the amount of \$500 per occurrence.

(ii) **Late Report/Late Payment Penalties:** Any reports, fees, or reimbursements that are required to be submitted to the City by Contractor pursuant to the Contract Documents (e.g., Quarterly Response Time Reports, CQI, etc.) and that are not submitted on time may result in the imposition of a \$500 penalty per occurrence.

c. **Corrective Action Plan.** Situations which come to the attention of, or are reported to, the City and/or LACFD EMS Section Battalion Chief and which appear to constitute a Contractor service or performance deficiency or substantial inadequacy, as determined by the City, shall be immediately investigated by the City. An example of such situation might be the Contractor's failure to achieve at least a 90% response time performance in any single Code category for a quarterly reporting period. At the discretion of the city, a Corrective Action Plan may be imposed on the Contractor to correct identified and verified performance deficiencies and inadequacies. The City authorized representative shall meet to develop a written Corrective Action Plan (CAP) within fifteen (15) working days of the identification and verification of the service or performance deficiency, or substantial inadequacy, in accordance with the following CAP requirements:

(i) **CAP Format.** The CAP shall describe the following: (1) the service or performance deficiency, or substantial inadequacy shall be identified and (2) the method by which Contractor is to correct the service or performance deficiency, or substantial inadequacy, shall be outlined. Contractor shall sign the CAP, thereby agreeing to the corrective action set forth in the CAP, with any areas of disagreement noted in writing. A copy of the signed CAP shall be furnished to Contractor at the conclusion of the CAP meeting.

(ii) **Correction Period.** Correction of the service or performance deficiency, or substantial inadequacy, shall occur within a period of not to exceed sixty (60) days from the development of the CAP, unless the city representative determines that correction cannot be accomplished within the specified time frame. When correction will take longer than sixty (60) days from the development of the CAP, the CAP shall specify interim dates by which specific steps toward correction of the service or performance deficiency, or substantial inadequacy, will take place with the total time period not to exceed three (3) months.

(iii) **CAP Inspection/Compliance.** The City Manager or his designee, shall visit and inspect Contractor's business office, facilities, vehicles, personnel, and/or records to review and document actions taken by Contractor to implement the CAP and shall document any continuing service or performance deficiency, or substantial



inadequacy, which is not connected within the specified time frame. In the event Contractor fails to correct the service or performance deficiency, or substantial inadequacy identified in the CAP within the time frame provided, LACFD and/or the City, if applicable, may find Contractor to be in material breach of the Agreement.

**d. Timely Performance Required.** Assessment of penalties or the imposition of a CAP, pursuant to this Section will not relieve Contractor of the responsibility to meet all performance expectations as set forth in the Contract Documents. Substandard cumulative response time performance (i.e., below the 90% compliance rate for combined Code 2 and Code 3 calls) in any two (2) quarters in a single twelve (12) month period will constitute breach of contract, resulting in the imposition of a Remedial Action Plan (RAP).

Failure to timely correct and cure any response time deficiency, after having been given notice and a reasonable opportunity to cure such violation in accordance with an established Corrective Action Plan (CAP) or failure to cure a breach of contract after the imposition of a Remedial Action Plan (RAP), may constitute a material breach of the Agreement. Additionally, consistent problems in meeting and/or maintaining the response time requirements will be a key factor in determining whether to grant contract extensions. This RFP requires the highest levels of performance, reliability, and compliance with the established performance criteria and service delivery criteria, and the mere demonstration of effort, even diligent and well-intentioned effort, will not substitute for proper compliance.

**e. Waiver.** Any monetary penalty that may be imposed pursuant to this Section may be waived, upon a showing of good cause, at the sole discretion of the La Habra City Manager or his designee, whose decision shall be final.

#### **D. EMERGENCY ON-SCENE PROCEDURES**

1. Contractors must perform as a part of the patient care team and must be able to perform all BLS treatment modalities within their scope of practice, as required by OCEMS.

2. All ambulance Transportation Personnel assigned by Contractor to perform Emergency Services under the contract must:

- a. Be trained in Orange County EMS protocol and procedure;
- b. Work under the direction of the LACFD Incident Commander and/or the LACFD EMT-Paramedic in charge of the patient(s) and/or incident;
- c. Fully cooperate with and abide by the instructions of the LACFD Incident Commander and/or the LACFD EMT-Paramedic in charge of the patient(s) and/or incident;
- d. Place their apparatus and equipment at the scene in a safe location or as deemed appropriate by the LACFD Incident Commander and must be

- mindful of the need for safe operations, including the avoidance of exhaust fumes;
- e. Not interfere with or assist LACFD personnel in any firefighting or emergency rescue operation;
  - f. Request a secondary ambulance and/or field supervisor immediately upon determining that their unit has suffered a mechanical failure or is or may become disabled, or upon the request of a City or LACFD Incident Commander, and must likewise immediately inform the City and LACFD Incident Commander of any mechanical failures; and,
  - g. Be aware that safety is the responsibility of all personnel on scene; ambulance personnel shall not enter or operate in unsafe environments.

## **E. DISASTER ASSISTANCE**

During a disaster, declared locally or in a neighboring jurisdiction, strict application of the performance standards set forth in the Contract Documents may be temporarily suspended by the City in order to provide an appropriate response. While disaster coordination shall be provided by City or LACFD, Contractor is expected to be actively involved in the planning and response to any declared disaster. Upon notification of a disaster by City or LACFD, Contractor must immediately commit any and all available resources and assist LACFD and the City in accordance with disaster plans and protocols applicable in the locality where the disaster has occurred. In the event of a disaster, the following shall apply:

1. During such periods, Contractor will be released from the response time requirements until notified by the City and/or LACFD Duty Officer that disaster assistance is no longer needed;
2. When disaster assistance is no longer needed, Contractor must resume performance pursuant to the Contract Documents as quickly as is practical considering personnel exhaustion, medical supply restocking needs, and other relevant considerations;
3. While performing disaster assistance, Contractor shall provide supervisory assistance at the command post or emergency operations center as requested and are to use best efforts to provide local emergency coverage; Contractor must also suspend non-emergency transport services as necessary, informing persons requesting non-emergency transport of the reason for the temporary suspension;
4. During the course of a disaster, LACFD and/or the City will work with Contractor to utilize mutual aid providers who are authorized to perform such services within the County to meet the service demands of the disaster; and,

## **F. STANDARD OF PERFORMANCE**

Contractors must perform all work and services pursuant to the Contract Documents

in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the private, emergency ambulance transportation field in the State of California. Contractor must warrant that they are skilled in the professional calling necessary to perform all work and services under the Contract Documents. Contractor must warrant, and from time to time may be required by the City to demonstrate, that all employees and authorized subcontractors shall have sufficient skill and experience to perform the work and services assigned to them under the Contract. Finally, Contractor must further represent that they, their employees, and authorized subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work and services under the contract, and that such licenses and approvals shall be maintained at all times during the term of the contract.

Adherence to the LACFD emergency transport guidelines as directed by LACFD personnel will also be used as part of the overall performance evaluation criteria.

## **G. GENERAL PROVISIONS**

**1. Return of LACFD Personnel.** LACFD provides Advanced Life Support ("ALS") services from a variety of delivery platforms, including engine and truck companies. In cases where LACFD personnel accompany patients in the ambulance enroute to hospitals or to other receiving facilities, and the LACFD ALS unit does not follow-up to the hospital/receiving facility, Contractor must return those personnel to their assigned fire station(s) within 30 minutes from the conclusion of the run. The conclusion of the run is defined as the moment when the patient has been transferred into the care of hospital/medical staff, the ambulance crew has completed all required documentation, and the ambulance has been restocked and is ready to be placed back in service. At the conclusion of the run, the ambulance crew is to advise the accompanying LACFD personnel that they are ready to return them to their station. If while returning LACFD personnel to their station, the ambulance receives another emergency call, the ambulance may accept that call for service and take those returning LACFD personnel to the new call at the discretion of the LACFD personnel on board.

**2. 911 Calls for Service/Referral.** Contractor must immediately refer to LACFD any and all calls for emergency 911 service that are made by any person directly to Contractor's dispatch center or business office.

**3. Performance.** Contractor must demonstrate a continuous effort to detect and correct service level performance deficiencies, as determined by the city, and to continuously upgrade the performance and reliability of the EMS system. Clinical and response time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, proper management oversight, employee training, continuing education, and prompt and definitive service level corrective actions plans.

**4. Conflict of Interest.** Bidders must certify that they are not, and will not be, violating either directly or indirectly any conflict of interest statute, rule, or regulation by their performance of the services described herein.

**5. Complaints.** Contractor must immediately notify the City and LACFD in writing of any complaints, inquiries, or investigations initiated by OCEMS, the California Emergency

Medical Services Authority, and/or any other federal, state, or local regulatory agency regarding Contractor's services performed pursuant to the Contract Documents, including but not limited to: level of service; service delivery; service quality; billing practices; medical training; and personnel. Nothing in the Contract Documents shall be construed as superseding the authority of OCEMS or any other duly empowered regulatory agency from separately and/or concurrently exercising its authority to provide regulatory oversight and to take action to ensure that emergency ambulance response services are administered according to law.

**6. HIPAA Business Associate Assurances.** Pursuant to established law, and to the extent that the parties have a "business associate" relationship, the parties shall carry out their obligations under the Contract Documents in compliance with the privacy regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") pursuant to Public Law 104 191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed or learned as a result of the services provided pursuant to the Contract. In conformity therewith, both parties must agree that they will:

a. Not use or further disclose PHI except: (i) as permitted under the Contract (that is, for the purpose of maintaining accurate records of the services provided pursuant to the Contract and for the billing of such services to patients, guarantors, insurers, carriers or other responsible parties; the issuance of reports to the other party pertaining to same; and related administrative functions pertaining to these activities); (ii) as required for the proper management and administration of ALS and BLS in their capacity as HIPAA "Business Associates" of each other; or (iii) as required by law;

b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by the Contract;

c. Report to each other any use or disclosure of PHI not provided for by the Contract of which a party becomes aware;

d. Ensure that any agents or subcontractors to whom either party provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to both parties with respect to such PHI;

e. Make PHI available to the individual who has a right of access as required under HIPAA;

f. Make available for amendment and incorporate any amendments to PHI when notified to do so by either party;

g. Make available to either party the information required to provide an accounting of the disclosures of PHI made by the one party on the other party's behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;

h. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining either party's compliance with HIPAA and the Privacy Regulations; and

i. At the termination of the Contract, return or destroy all PHI received from, or created or received by one party on behalf of the other party. In the event the return or destruction of such PHI is infeasible, both parties' obligations under this Section shall continue in full force and effect so long as either party possesses any PHI, notwithstanding the termination of the Contract for any reason.

**7. Medicare/Medi-Cal Participation.** Contractor must warrant and represent that they are enrolled providers in good standing in the Medicare and Medi-Cal programs and are not the subject of any pending actions, investigations or prosecutions, whether civil, criminal or administrative, relating to their billing or reimbursement practices, and that Contractor shall not employ or utilize individuals for the performance of services hereunder who have been excluded from any state or federal health care program. Contractor must agree to notify the City and LACFD of any imposed exclusions or sanctions covered by this warranty, and the City reserves the right to immediately terminate the Contract upon receipt of such notice.

## **H. EXTERNAL MEDICAL QUALITY CONTROL**

Contractor must fully comply with all federal, state, and local medical standards, protocols, and rules and regulations applicable to the provision of private, emergency BLS ambulance transportation, including those established by OCEMS. Contractor must at all times during the contract term cooperate with the OCEMS program managers and the OCEMS Medical Director in the monitoring, regulation, management, oversight, and administration of the County EMS system.

The OCEMS Medical Director, or his designee, has both the authority and responsibility to routinely establish and monitor private, emergency ambulance system performance, including but not limited to: ambulance equipment standards; medical protocols; personnel standards; training standards; medical dispatch procedures; first responder practices and training; medical control; and to effect corrective and disciplinary action as necessary.

## **I. INTERNAL MEDICAL QUALITY CONTROL**

Contractors must establish a Continuous Quality Improvement ("CQI") program directed at, but not limited to, effective administration and management of clinical performance, response time performance, driver performance, dispatch performance, and for all other BLS service levels.

## SECTION V - PERSONNEL

### A. PERSONNEL REQUIREMENTS

1. **Employee Performance.** Contractor must employ only competent and trained personnel. Although not required, fire academy trained individuals are preferred. Contractor shall provide a sufficient number of employees to perform the services provided under the Contract Documents. Contractor must comply with all the following personnel requirements:

a. All of Contractor's Transportation Personnel and employees shall be sufficiently trained and capable to ensure the safe and proper discharge of their service responsibilities;

b. All Contractor ambulance personnel must possess valid California Driver's Licenses in the proper class, including any required certifications, and must be compliant with all relevant provisions of the California Vehicle Code, Health and Safety Code, and all other laws applicable to private, emergency ambulance response personnel;

c. Contractor must have an employee alcohol and drug program that includes at a minimum, an alcohol and drug free workplace policy, and an employee alcohol/drug-testing program that complies with the U.S. Department of Transportation requirements to the extent allowed by law, including random alcohol and drug testing. Any Contractor employee found working under the influence of alcohol or drugs must be immediately removed from performing any further duties under the Contract Documents. The alcohol and drug program must meet the following requirements:

- i. A contract with a program administrator and authorized lab certified by the U.S. Department of Transportation;
- ii. Procedures and components substantially as in Part 40 of Title 49 of the Code of Federal Regulations for pre-employment;
- iii. Procedures and components substantially as in Part 382 of Title 49 of the Code of Federal Regulations for rehabilitation, return-to-duty and follow up testing;
- iv. Procedures and components for random testing following U.S. Department of Transportation guidelines, and additional tests as required following accidents, rehabilitation, return-to-service, and other circumstances providing reasonable suspicion to test;
- v. Upon request by the City, yearly reports of the random testing component must be filed by the program administrator, in redacted form concealing employee identifiable information, with the City who may disclose such reports to the LACFD.
- vi. Contractors and program administrator's alcohol and drug program records shall be made available, in redacted form concealing individual employee identities, to the City upon request;

- vii. Contractor employees must show a valid California ambulance driver's license at the time and place of testing; and
  - vii. All test results are kept confidential except that City and LACFD is authorized to receive copies, in redacted form concealing individual employee identities, for its administrative purposes, and except as otherwise authorized or required by law.
- d. Contractor must participate in the California Department of Motor Vehicles (DMV) Employer Pull Notice Program;
- e. Contractor must not employ in the performance of services pursuant to the Contract Documents any ambulance operator or attendant convicted of or having pled nolo contendere to a crime that would preclude the individual from employment as a police officer or firefighter in the State of California. In cases where a statutory conflict in such hiring standards exist between the two professions, the City shall have sole discretion to determine if the conduct being evaluated precludes the individual from service in La Habra. If any Contractor employee is charged with a crime (felony or misdemeanor) while working for Contractor in any capacity wherein that person provides service to City, Contractor must immediately contact City and provide details of the allegation. At City's sole discretion, Contractor may be directed to suspend that employee from performing any further duties under the Contract Documents pending the outcome of the criminal case;
- f. Contractor's employees must maintain acceptable standards of dress, including uniforms, and cleanliness while on duty in the community and must at all times conduct themselves in a professional manner;
- g. Contractor's employees must fully cooperate with and abide by the instructions of LACFD and La Habra Police Department personnel while on scene;
- h. If any employee becomes ineligible to provide services under the Contract Documents, Contractor must immediately notify the City and LACFD EMS Section Battalion Chief in writing of such ineligibility and the reason(s) therefore;
- i. Contractors must ensure that all of its employees and ambulances are, at all times during the term of the contract, in full compliance with all federal, state, and local laws, rules, statutes, and regulations, including but not limited to: the California Vehicle Code; the California Health & Safety Code; Orange County Ambulance Ordinance; applicable City ambulance ordinances; and any and all OCEMS or State EMS Authority policies, standards, procedures, regulations, and/or protocols. All Contractor employees must have in their possession , at all times while on duty, applicable licenses, certifications, and/or permits, as may be required by the agencies and authorities listed above;
- j. Contractor's emergency response personnel must carry and furnish to city staff or LACFD personnel upon request any required licenses, certifications, and/or permits, including proper identification, for purposes of verifying validity, ensuring compliance with licensing, certification, and permitting requirements, and for the proper reporting of employee performance-related issues to Contractor.

k. The LACFD EMS Section Battalion Chief may request Contractor to participate in emergency response joint training exercises to improve the capability and coordination of both LACFD and Contractor's response to a given emergency or disaster. Such training will be scheduled and mutually coordinated by the LACFD EMS Section Battalion Chief and the Contractor. Such training shall not exceed twenty (20) hours per year;

1. Any additional training that may be deemed necessary by City staff or LACFD shall be attended by Contractor's personnel upon reasonable notice and at the sole cost and expense of Contractor. Such additional training may include, but is not limited to, mass casualty, weapons of mass destruction, and/or other emergency response training;

m. Contractors must make available to the city staff or LACFD EMS Battalion Chief, upon request, any and all Contractor personnel training records for those employees who perform services pursuant to the Contract Documents;

n. Contractor employees shall perform the duties required under the Contract Documents in an ethical, professional, and orderly manner and shall endeavor at all times to obtain and keep the confidence of the public.

o. Contractor must utilize management practices that ensure its Transportation Personnel, working extended shifts, part-time jobs, voluntary overtime or mandatory overtime, are not exhausted, overworked, or exhibiting impaired judgment or motor skills.

2. **Employee Removal.** At the request of the City and/or LACFD (in the sole discretion of either) and based on a demonstrated pattern of either poor performance, misconduct, or service complaints, Contractor shall remove any Transportation Personnel designated by the City from performing further duties under the Contract.

## **B. CONTROL**

Neither the County, the City or LACFD, or any of their respective officers, elected officials, agents, representatives, or employees, shall have any control over the conduct of Contractor's employees except as specifically set forth in the Contract Documents. Under no circumstances shall Contractor or any of its employees represent that they are in any manner agents or employees of the City, County or LACFD, it being understood that Contractor its agents and employees are as to the City, County and LACFD, wholly independent contractors and that Contractor's obligations to the City and LACFD are solely those prescribed by the Contract Documents. Contractor further acknowledges and agrees that the City, the County, and LACFD have no responsibility whatsoever for the payment of any wages, salary, health benefits, retirement benefits, taxes, or any other benefits that may be due to Contractor employees.



## SECTION VI - SUPPLIES, EQUIPMENT AND VEHICLES

1. **Personal Safety Equipment.** Contractor shall ensure that all of the Transportation Personnel assigned to perform Emergency Services under the Contract have been provided with Personal Protective Equipment (PPE). At minimum, Contractor shall provide the following PPE: helmet, goggles, and Nomex long-sleeve shirt or equivalent, all in accordance with applicable federal and state laws or standards. It shall be the sole responsibility and expense of the Contractor to maintain or replace, or cause to be maintained or replaced, any PPE required. Contractor is solely responsible for ensuring that all of its personnel abide by all federal, state and local safety standards.

**SECTION VII - BID PROPOSAL SUBMISSION FORMS  
BIDDER CHECKLIST**

- BINDER (ORIGINAL+ 9COPIES)
- ONE BID PROPOSAL
- PAGE SIZE, FONT SIZE, PAGE LIMITS
- TITLE PAGE
- BID PROPOSAL DEPOSIT
- TABLE OF CONTENTS
- ITEM 1 - COVER LETTER
- ITEM 2- GENERAL OVERALL DESCRIPTION OF PLAN TO PROVIDE EMERGENCY SERVICES IN CITY
- ITEM 3 - OVERALL OPERATIONAL SYSTEM
- ITEM 4 - DRIVER TRAINING
- ITEM 5 - INTERNAL MEDICAL QUALITY CONTROL
- ITEM 6 - MUTUAL AID PROVIDER
- ITEM 7 - PERSONNEL AND TRAINING
- ITEM 8 - HIPAA COMPLIANCE PLAN
- ITEM 9 - CORPORATE COMPLIANCE PLAN
- ITEM 10 - PLAN FOR TAKEOVER OF SERVICE/START-UP
- ITEM 11 - EMS RESUME
- ITEM 12 -FINANCIAL ANALYSIS
- ITEM 13 - PRICE WORKSHEET
- ITEM 14- CONFLICT OF INTEREST CERTIFICATION
- ITEM 15 - STATEMENT OF TRUTH
- ITEM 16-NON-COLLUSION CERTIFICATION
- ITEM 17 - PHOTOGRAPHS (OPTIONAL)

**TITLE PAGE/COVER SHEET**

**(1 PAGE LIMIT)**

**City of La Habra**

**Request for Proposals for  
EMS Emergency Transportation Services**

**RFP#**

---

Insert Bidder Name

---

Insert Bidder Address

---

Insert Bidder Authorized Contact/Representative

---

Signature of Authorized Contact/Representative

---

Insert Bidder Telephone Number

---

Insert Date of Bid Proposal Submission

---

Designate as "Original" or Copy

**BID PROPOSAL DEPOSIT**

**(1 PAGE LIMIT)**

Please attach below (either staple or otherwise affix) the required \$1,000.00 Bid Proposal Deposit.

## **TABLE OF CONTENTS**

Please include in the Bid Proposal a Table of Contents listing the following requested items and submission forms in the order provided:

ITEM 1: COVER LETTER

ITEM 2: GENERAL OVERALL DESCRIPTION OF PLAN TO PROVIDE EMERGENCY SERVICES IN CITY

ITEM 3: OVERALL OPERATIONAL SYSTEM

ITEM 4: DRIVER TRAINING

ITEM 5: INTERNAL MEDICAL QUALITY CONTROL

ITEM 6: MUTUAL AID PROVIDER

ITEM 7: PERSONNEL AND TRAINING

ITEM 8: HIPAA COMPLIANCE PLAN

ITEM 9: CORPORATE COMPLIANCE PLAN

ITEM 10: PLAN FOR TAKEOVER OF SERVICE/START-UP

ITEM 11: EMS RESUME

ITEM 12: FINANCIAL ANALYSIS

ITEM 13: PRICE WORK SHEET

ITEM 14: CONFLICT OF INTEREST CERTIFICATION

ITEM 15: STATEMENT OF TRUTH

ITEM 16: NON-COLLUSION CERTIFICATION

ITEM 17: PHOTOGRAPHS (OPTIONAL)

**ITEM 1: COVER LETTER**

**(4 PAGE LIMIT)**

Please include a cover letter, on official Bidder letterhead, that describes the Bidder and its qualifications.

- i). The official name of the Bidder;
- ii). The Bidder's organizational structure (e.g. corporation, partnership, limited liability corporation, or otherwise);
- iii). The jurisdiction in which the Bidder is organized and the date of such organization;
- iv). The address and telephone number of the Bidder's headquarters and of any local office involved in the bid proposal;
- v). The Bidder's Federal Tax Identification Number;
- vi). The name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the authorized contact(s) to the City with regards to the bid proposal, the RFP process, the Contract Documents, and the administration of the contract, if awarded, with authorization to make representations on behalf of and to bind the Bidder;
- vii). Provide applicable authorized signature documentation, pursuant to Bidder's organizational structure/bylaws, verifying the authority of the person signing the original bid proposal to commit to the proposal on behalf of the Bidder (attach to cover letter);
- viii). A representation that the Bidder is in good standing in the State of California and has obtained all necessary licenses, permits, certifications, approvals and governmental authorizations necessary in order to perform all of the required performance obligations specified in the RFP;
- ix). A representation that the Bidder is in good standing in the Medicare and Medi-Cal programs and is not the subject of any pending actions, investigations or prosecutions, whether civil, criminal or administrative, relating to their billing or reimbursement practices, and that Bidder has not been excluded from any state or federal healthcare program or employs any individual who has been excluded from any state or federal healthcare program;
- x). Statement of acceptance of all terms, conditions, requirements, and performance criteria contained in the Contract Documents; and,
- xi). Any additional information Bidder deems relevant for consideration during the selection process.

**ITEM 2: GENERAL OVERALL DESCRIPTION OF PLAN TO PROVIDE  
EMERGENCY SERVICES IN CITY**

**(3 PAGE LIMIT)**

1. Provide a general description of how Bidder proposes to provide the Emergency Services contemplated by this Request for Proposals. This specifically includes, but is not necessarily limited to, the provision of the First Tier Service, Second Tier Service and the Third Tier Mutual Aid Service. This section is intended to provide Bidder with an opportunity to provide a general overview of how their company will be able to provide the various levels of emergency services, and to provide any other information which Bidder believes will be helpful to City in making its decision.

**ITEM 3: OVERALL OPERATIONAL SYSTEM**

**(3 PAGE LIMIT)**

1. Provide description of supervisory plan of crews, including number and location of supervisory personnel.
  
2. Provide an overall summary of Bidder's Southern California system operations including:
  - a. Total number of ambulances in fleet;
  
  - b. Total number of employees including line staff, supervisors, managers, administrative, billing, etc.; and
  
  - c. Contact information for medical director; contact information for continuing education program, driver training, etc.



**ITEM 4: DRIVER TRAINING**  
**(2 PAGE LIMIT)**

Please provide a description of the Driver Training Program Bidder proposes for its provision of the Emergency Services and describe in detail how the proposed Driver Training Program will either meet or exceed the performance expectations and requirements.

Additional Specific Submission Data:

1. Provide a detailed course syllabus or curriculum for driver training program offered to employees;
2. Provide the total number of course hours per course offered;
3. Describe the internal training plan, including timeframe for completion and retraining; and
4. Provide the name of the institution providing the training, if applicable.

**ITEM 5: INTERNAL MEDICAL QUALITY CONTROL**  
**(3 PAGE LIMIT)**

Please provide a description of Bidder's Internal Medical Quality Control and Continuous Quality Improvement ("CQI") Programs.

Additional Specific Submission Data:

1. Provide a description of Bidder's quality assurance/improvement process, including time frames for process completion; and
2. If your proposed Internal Medical Quality Control and Continuous Quality Improvement ("CQI") Programs will exceed the standards and requirements set forth in this RFP, please clearly explain in a description how such requirements will be exceeded

**ITEM 6: MUTUAL AID PROVIDER**

**(2 PAGE LIMIT)**

Please provide a description of the Bidder's Third Tier Mutual Aid Service Provider Program.

Additional Specific Submission Data:

Provide a copy of all current or proposed Third Tier Mutual Aid Contracts that would apply to the city or provide a copy of Bidder's proposed Third Tier Mutual Aid Service plan, including:

- a. Name of mutual aid provider (if known);
- b. Location of mutual aid provider;
- c. Staffing capabilities of mutual aid provider, if known.

**ITEM 7: PERSONNEL AND TRAINING**

**(A).**

**ASSIGNED PERSONNEL PROFILE (3 PAGE LIMIT)**

Please provide a detailed spreadsheet of the individual personnel, including proposed management team, employee names, and current certification/license level of service, certificate/license number, and number of years as an employee of Bidder, proposed by Bidder for the performance of services under the Contract Documents.

**(B).**

**FIELD TRAINING OFFICERS  
(1 PAGE LIMIT)**

Please provide the ratio of field training officers to EMTs or other ambulance personnel that Bidder proposes to commit, and provide a detailed explanation of Bidder's proposed Field Supervisor and Training Programs and management/field supervisor oversight plan.

**(C).**

**PRIMARY PERSONNEL  
(5 PAGE LIMIT)**

Please provide the resumes of no more than five (5) proposed key personnel (maximum one page each) whose job duties for Bidder's Orange County operations will relate solely and exclusively to the fulfillment of the terms, conditions, performance expectations, and obligations relative to Bidder's performance under the Contract Documents.

**(D).**

**EMPLOYEE RECRUITMENT, SCREENING AND ORIENTATION  
(2 PAGE LIMIT)**

Please provide description of the current personnel Recruitment, Screening, and Orientation Program Bidder currently employs and modifications Bidder proposes to utilize in connection with its provision of Emergency Services and describe in detail how the proposed Recruitment, Screening, and Orientation Program will enable Bidder to consistently and continuously meet or exceed the training standards, personnel requirements, and performance expectations set forth in Section V.

**(E).**  
**CONTINUING EDUCATION PROGRAMS**  
**(2 PAGE LIMIT)**

Please provide a description of any and all continuing education programs, including continuing medical education programs, that will be provided to all employees who perform services under the Contract Documents, as well as a discussion of Bidder's commitment to providing such programs at all times throughout the contract term.

**(F).**  
**HIPAA TRAINING PROGRAMS**  
**(2 PAGE LIMIT)**

Please provide a description of Bidder's HIPAA training program that has been provided to all employees and will be provided to all new employees who perform services under the Contract Documents.

**ITEM 8: HIPAA COMPLIANCE PLAN**  
**(1 PAGE LIMIT)**

Please provide a description and explanation of Bidder's HIPAA Compliance Plan, including Bidder's certification that all personnel have signed a confidentiality agreement and have undergone HIPAA Privacy Training.

**ITEM 9: CORPORATE COMPLIANCE PLAN**  
**(2 PAGE LIMIT)**

Please provide a summary and explanation of Bidder's Corporate Compliance Plan, if applicable. A Corporate Compliance **Plan** should include those elements identified in the Office of Inspector General's Compliance Program Guidance for Ambulance Suppliers [Federal Register: March 24, 2003 (Volume 68, Number 56)].

**ITEM 10: PLAN FOR TAKEOVER OF SERVICE/START-UP**  
**(4 PAGE LIMIT)**

Please describe in detail Bidder's proposed implementation plan for the takeover of services/start-up, or resumption of services under the new Contract, as applicable, within the City by the Effective Date; including but not limited to: (a) Bidder's transition or implementation management team; (b) proposed start-up schedule for ensuring timely commencement of services on the Effective Date; and (c) proposed initial service response and coverage plan, including deployment plans, post locations, housing, and staffing plans.



**ITEM 11 EMS RESUME**  
**(5 PAGE LIMIT)**

Please provide a detailed resume of Bidder's Emergency Transportation Services experience.

## **ITEM 12: FINANCIAL ANALYSIS**

Please provide audited financial statements to indicate financial responsibility and solvency, inclusive of current assets, liabilities, and net worth. **(Financial statements and documents will be held as confidential proprietary information and disclosed only for the purpose of evaluation).**

All financial statements should be for the last fiscal year unless the current fiscal year closes within ninety (90) days from the date of the RFP, in which case, the prior fiscal year's statements would be accepted.

**ITEM 13: PRICE WORKSHEET**

**ITEM 14: CONFLICT OF INTEREST CERTIFICATION**

The undersigned hereby certifies on behalf of \_\_\_\_\_ ("Bidder"), and hereby declares under penalty of perjury under the laws of the State of California, that Bidder is not, and will not be violating either directly or indirectly any conflict of interest statute, rule, or regulation if awarded a contract and if authorized to perform the services described in this RFP.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2020 in \_\_\_\_\_, California

**IF SOLE OWNER:**

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**IF PARTNERSHIP (JPA or merger):**

\_\_\_\_\_  
Signature of Partner (General Partner)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**IF CORPORATION:**

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**ITEM 15: STATEMENT OF TRUTH**

The undersigned hereby certifies on behalf of \_\_\_\_\_ ("Bidder"), and hereby declares under penalty of perjury under the laws of the State of California, that the information provided by Bidder and contained in this 2019 EMS Emergency Transportation Services RFP is accurate, complete, true and correct to the best of our knowledge. We are aware that should any of the information contained herein be found to be false, incorrect, or otherwise untruthful, or if the information contained herein contains material misrepresentations and/or material omissions of fact, the City of La Habra may, at its sole discretion, pursue any and all remedies available as authorized by law, which may include the right, at the option of the City, to either reject or disqualify this bid proposal from further consideration in the course of the procurement process and/or to declare any contract awarded as the result thereof void.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2020 in \_\_\_\_\_, California

**IF SOLE OWNER:**

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**IF PARTNERSHIP (JPA or merger):**

\_\_\_\_\_  
Signature of Partner (General Partner)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**IF CORPORATION:**

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**ITEM 16: NON-COLLUSION CERTIFICATION**

The undersigned hereby certifies on behalf of \_\_\_\_\_ ("Bidder"), and hereby declares under penalty of perjury under the laws of the State of California, that this 2019 EMS Emergency Transportation Services RFP is genuine and not sham or collusive, nor made in the interest of or on behalf of any person not herein named; the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham proposal nor solicited any other person, firm or corporation to refrain from submitting a proposal; the Bidder has not communicated, directly or indirectly, with any other Bidder regarding the amount, price, and/or service rates proposed herein; and Bidder has not in any manner sought by collusion to secure for himself/herself/itself any advantage over any other Bidder. We declare the foregoing is true and correct under penalty of perjury under the laws of the State of California.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2020 in \_\_\_\_\_, California

**IF SOLE OWNER:**

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**IF PARTNERSHIP (JPA or merger):**

\_\_\_\_\_  
Signature of Partner (General Partner)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**IF CORPORATION:**

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**ITEM 17: PHOTOGRAPHS (OPTIONAL)**

**(3 PAGE LIMIT)**

Bidders may provide, at their option, any color photographs or other renderings depicting Bidders' emergency ambulance service facilities, operations, vehicles, equipment, performance, and/or personnel.