



# **CITY OF WESTMINSTER**

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## **REQUEST FOR PROPOSALS**

**RFP No. 2011-WPD002**

### **PHASE 2**

## **FIRE/EMS EMERGENCY AMBULANCE TRANSPORTATION AND RELATED SERVICES**

DATE OF ISSUANCE: OCTOBER 11, 2011

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**SERVICES EFFECTIVE JANUARY 1, 2012**

- A. Only bidders who have qualified under the Phase I RFP are allowed to submit a Phase II proposal.*
  - B. Please note the mandatory Pre-Bidders Conference is scheduled for \_\_\_\_\_, 2011 at 8:30A.M., EOC Meeting Room (Level 1) at the Westminster Police Department.*
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City of Westminster
Phase 2: Emergency Ambulance Transportation and Related Services RFP
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## **ATTACHMENTS**

**ATTACHMENT 1 –PROPOSED CONTRACT WITH CITY**

**ATTACHMENT 2 –PROPOSED AGREEMENT WITH OCFA (PENDING)**

**ATTACHMENT 3 –OCFA ET HANDBOOK (PENDING)**



## SECTION 1 GENERAL INFORMATION

### 1.1 BACKGROUND

The City of Westminster (City) has a long and proud history of providing emergency medical care for the citizens of Westminster and its visitors. For many years the City has been contracting out its transportation services to independent medical transportation service providers. Additionally, the City contracts with the Orange County Fire Authority (OCFA) for fire and safety services. The Orange County Fire Authority is a regional fire service agency that serves 22 cities in Orange County and all unincorporated areas. The OCFA protects over 1,300,000 residents from its 61 fire stations located throughout Orange County. In the City, the OCFA operates out of three city-owned fire stations located at 7351 Westminster Blvd. (Station No. 64), 15061 Moran Street (Station No. 66) and 6061 Hefley Street (Station No. 65).

A total of twelve (12) qualified EMT/Drivers currently operate the City's ambulance service, providing Emergency Transportation Service out of Stations No. 64 and No. 66. The emergency transportation personnel are not OCFA employees, but are provided by the City through a separate contract between the City and a qualified ambulance service operator in the County. The emergency transportation personnel operate on the OCFA's three (3) shift schedule (A, B, C) with four (4) EMT/Drivers per shift. The OCFA responded to 3,269 medical aid calls within the City in 2010. Statistical data concerning the City's responses in 2010 are as follows:

	<b>Year 2010</b>
<b>BLS</b>	847
<b>ALS</b>	2,422
<b>Total</b>	3,269

### 1.2 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 Service within the territorial jurisdiction of the City related to operation of the City's ambulance service (the "Contract"). All personnel assigned to perform services under the Contract, whether under the First Tier Service or under the Second Tier Mutual Aid Contract (each of which is defined

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below), shall be hereinafter referred to as the “Transportation Personnel.” The provision of the First Tier Service and the Second Tier Mutual Aid Service, together with all of the other services, duties and obligations Contractor may provide under the proposed Contract, shall be hereinafter jointly referred to as the **“Emergency Transportation Service” or “Emergency Transportation Services.”**

The details of the Emergency Transportation Services which must be provided by Contractor under the proposed Contract are as follows:

#### 1.2.1 First Tier Service

The proposed Contractor will be required to provide with its own forces a sufficient number of fully equipped ambulances and Transportation Personnel, so as to provide, in accordance with industry standards and this RFP, all of the City’s needs for Emergency Transportation Service, 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”). The First Tier Service will be designed so as to ensure that there are enough of Contractor’s own ambulances and Transportation Personnel available to meet 100% of the anticipated number of calls for Emergency Transportation Service in the City. The First Tier Service shall meet the response times and all other requirements of this RFP for the Emergency Transportation Service. Each year thereafter, for the duration of the Term of the proposed Contract, Contractor will be required to re-evaluate the level of coverage being provided under the First Tier Service so as to ensure it is providing the required level of coverage.

- A. The First Tier Service will include, at a minimum, the provision of at least two (2) fully equipped dedicated ambulances and associated staffing/Transportation Personnel, which ambulances will provide Emergency Transportation Services exclusively for the City out of Stations No. 64 and No. 66 (“Station Based Ambulances”). The Transportation Personnel Contractor assigned to operate the two Station Based Ambulances provided by the Contractor as part of this contract will be provided housing at OCFA stations No. 64 and No. 66, and will operate on the OCFA’s three (3) shift schedule (A, B, C) with four (4) EMTs and at least two (2) drivers qualified per shift. The Station Based Ambulances must be able to respond 24 hours a day 7 days a week to all 911 and other emergencies as required.



- B. In addition to the two (2) Station Based Ambulances provided by the Contractor as part of this contract, Contractor must also provide whatever additional number of fully equipped ambulances and Transportation Personnel which may be required to meet the response times in this RFP, and to otherwise meet 100% of the anticipated number of calls for Emergency Transportation Service in the City (based on the average number of calls during the preceding two (2) years). Any vehicles and Transportation Personnel dedicated by Contractor to perform Emergency Transportation Services under this paragraph will also be considered to be part of the First Tier Service in addition to the two Station Based Ambulances.
- C. OCFA, 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.

#### 1.2.2. Second Tier Mutual Aid Service

Contractor shall also be required to enter into a mutual aid agreement with a separate qualified ambulance service provider doing business in Orange County, to provide backup services in the event the First Tier Service is unable to respond to a call for Emergency Services (hereinafter “Second Tier Mutual Aid Contract,” “Second Tier Mutual Aid Service,” “Second Tier Service” or “Second Tier.”). The company providing the Second Tier Mutual Aid Service will be hereinafter referred to as the “Second Tier Provider.” In providing Emergency Transportation Services the Second Tier Provider must meet the same RFP requirements, response times, and otherwise provide the same level of service, as Contractor is required to provide under the Contract. The Second Tier Mutual Aid Contract and the Second Tier Provider must be approved by the City and the OCFA prior to provision of any service by Contractor, such approval not to be unreasonably withheld. The intent of this RFP is that Contractor will provide a sufficient level of coverage under the First Tier Service, such that services under the Second Tier Mutual Aid Service will only be needed in rare circumstances, if at all. Bids submitted in response to this RFP should be designed to provide a sufficient level of coverage under the First Tier Service, so as to meet 100% of the estimated demand for Emergency Transportation Service calls in the City.



### 1.2.3 BLS and ALS Services

All Transportation Personnel assigned to perform Emergency Transportation Services under this Contract, whether under the First Tier Service or Second Tier Mutual Aid Service, will provide Basic Life Support (“BLS”) services and transport patients to medical facilities when required. OCFA, in cooperation with the Transportation Personnel, will provide on-scene Advanced Life Support (“ALS”) services.

### 1.2.4 Minimum Qualifications of Transportation Personnel

All Transportation Personnel assigned to perform Emergency Transportation Service under this Contract, whether under the First Tier Service or Second Tier Mutual Aid Service, must at all times meet the minimum qualifications as listed in Section 5 of this RFP.

### 1.2.5 Compensation.

- A. The winning Contractor’s bid shall include the cost to provide both the First Tier and Second Tier Mutual Aid Service. Contractor’s sole compensation for providing all of the Emergency Transportation Services under both the First Tier and Second Tier Mutual Aid Service will be the amount bid. Contractor will not be entitled to bill City, or OCFA, or any of its customers any additional amount for any services provided under this Contract, unless it is first approved in writing by City and the OCFA.
  
- B. Contractor’s bid will include the provision of the Second Tier Mutual Aid Service to the degree those services are required. Contractor will be solely responsible for compensating the Second Tier Provider for any Emergency Transportation Services it may provide in the City under this Contract, which compensation will be at the rate set forth in the Second Tier Mutual Aid Contract or as otherwise required by law. Contractor and the Second Tier Provider will not have any recourse against the City or OCFA to recover for any Emergency Transportation Services provided under either the First Tier Service or the Second Tier Mutual Aid Service, except as specifically authorized in the Contract. Contractor’s sole compensation will be the amount of its winning bid. In the event of a dispute between the Second Tier Provider and Contractor, the Second Tier Provider’s sole remedy will be against Contractor. This fact will be clearly stated in the Second Tier Mutual Aid Contract, and Contractor must agree to indemnify and defend City



and OCFA against any claims or demands arising out of, or which are in any way related to, any services provided under the Second Tier Mutual Aid Service.

#### 1.2.6. Billing

- A. City will be solely responsible for the billing and collection of amounts owed by customers/patients provided Emergency Transportation Services in the City, whether for services provided by Contractor, the Second Tier Provider, OCFA, City, or their respective employees, agents, volunteers, or subcontractors. As part of its billing process, City, in its discretion, will also bill for services provided by City or OCFA personnel. Contractor and the Second Tier Provider will actively cooperate with City to provide whatever information or assistance City may reasonably require so that it can process customer/patient billings in a timely manner. This will include, but is not limited to, Contractor providing City with a detailed list of all the Emergency Transportation Services provided by both the Contractor and the Second Tier Provider during the preceding month. The specific information to be provided by Contractor in the monthly reports will be determined by City, and may be modified by City from time to time to meet its reasonable needs.
- B. The entire proceeds of all such billings or collection efforts will be the sole property of the City. Neither Contractor nor the Second Tier Provider will have any right to the proceeds of any billings or collections for services provided under the First Tier Service, the Second Tier Mutual Aid Service, or for any other services provided under the Contract, unless specifically authorized in writing by City. Contractor must design its bid so that the amount bid will be sufficient to provide the required level of services under both the First Tier Service and the Second Tier Mutual Aid Service, without expecting any additional amounts.

#### 1.2.7. Term

The current contract for Emergency Transportation Service is set to expire on 2400 hours on December 31, 2011. The Contract awarded under this RFP is for an initial three (3) year term, ending on December 31<sup>st</sup>, 2014 at 2400 hours, with two (2) optional one-year extensions. Contractor shall start providing the Emergency Transportation Service beginning at 0001 hours on January 1, 2012, and ending at 2400 hours on December 31, 2014.

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#### 1.2.8. Annual Review

The Contract is subject to annual review based on the criteria specified in the Contract and as outlined herein. The City's intent is to contract with and hold accountable those parties working with and on behalf of the City of Westminster and OCFA in providing Emergency Transportation Service to the citizens and visitors of Westminster.

The Contractor is required to provide type III emergency transport (ambulance) vehicles (including all costs related to maintenance, fuel, insurance, repair costs and communication equipment) for all Emergency Transportation Services provided under the First Tier Service. The Second Tier Mutual Aid Service shall also be required to meet the same personnel and vehicle requirements as are required for the First Tier Service.

### **1.3 NOTICE INVITING PROPOSALS**

Only contractors qualified under the Phase I RFP are allowed to submit a Phase II proposal.

### **1.4 PUBLIC BIDDING STATUTES**

The award of the Contract for Emergency Transportation Service under this RFP is not subject to state 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 the City if it is in any way incomplete, irregular or if it contains material misrepresentations of fact or omits material information required.

### **1.5 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.

### **1.6 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 assert that they have fully read the RFP and any addenda issued

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by City, the proposed Contract and any other Contract Documents, and affirm that the terms and conditions stated therein are fully understood and are acceptable to the Bidder. 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:**

**Lt. Derek Marsh  
Management Services Bureau  
Westminster Police Department  
8200 Westminster Blvd.  
Westminster, CA 92683  
Email: [dmarsh@westminster-ca.gov](mailto:dmarsh@westminster-ca.gov)**

#### **1.7 CONTRACTOR SELECTION AND AWARD**

The award of contract under this RFP will be made by the City. The contract award is final and may not be appealed and is not subject to the protest provisions of state public bidding statutes. Westminster 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.



## SECTION 2 ADMINISTRATION

### 2.1 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 OCFA, the provision of the Emergency Transportation Service pursuant to this RFP process is a critical part of the City's continuing efforts to achieve this objective.

### 2.2 MANDATORY BID PROPOSAL PRE-SUBMISSION CONFERENCE

A bid proposal pre-submission conference will be held at **8:30 A.M. on \_\_\_\_\_, 2011**. Attendance at the bid proposal pre-submission conference is **mandatory** for all ambulance service operators who are approved during the Phase I process and wish to submit a bid proposal and compete in the RFP Phase 2 process. **The conference will be held at the Westminster Police Department first floor EOC/Conference Room.**

**The purpose of the conference is for City staff to respond to any questions, concerns, comments and/or suggestions concerning the procurement process, which have been submitted in advance and in writing to the Westminster City Clerk and received by the City Clerk no later than 2:00PM, \_\_\_\_\_, 2011.** The conference is also an opportunity for City staff to clarify bid specifications and requirements before submission. All written inquiries submitted by Bidders and the answers given by City staff during the bid proposal pre-submission conference will be posted at [http://www.westminster-ca.gov/services/bids\\_n\\_rfps.asp](http://www.westminster-ca.gov/services/bids_n_rfps.asp) as soon as practical after the conference. Bidders who do not attend the bid proposal pre-submission conference, or who do not make arrangements to send a representative to attend the conference, **will not be eligible to continue in the RFP process.**

### 2.3. BID PROPOSAL SUBMISSION REQUIREMENTS

#### 2.3.1 Bid Proposal Submission Due Date

In order to compete in the RFP process, all bid proposals **must be completed and received by the City Clerk no later than 3:00 P.M., on Monday, November 7, 2011 ("Submission Due Date")**.

Bid proposals must be hand-delivered or sent via courier/messenger to the **City Clerk, City of**

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**Westminster, 8200 Westminster Blvd., Westminster, CA 92683. 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 five (5) copies and one electronic copy on a CD of the proposal must be received by Westminster **no later than 3:00P.M. on Monday, November 7, 2011** 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 3:00P.M. deadline due to unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. 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 Clerk on time by the 3:00P.M. 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, Westminster determines that circumstances require additional submission time. **Bid proposals sent to Westminster 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 Westminster after the Submission Due Date. Bid proposals received after 3:00P.M. on the Submission Due Date will be returned unopened.

### **2.3.2 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 five (5) copies and one electronic 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 Westminster 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:



- i. Name of ambulance transportation service operator (i.e., the Bidder);
- ii. Name of RFP and RFP #;
- iii. Bidder address and telephone number;
- iv. Bidder authorized contact person;
- v. Bidder authorized contact person's signature;
- vi. Bid proposal submission date; and
- vii. Marked as original submitted 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, in the City's discretion. 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 requested item categories may result in disqualification, at the City's discretion;



G. Table of Contents

Bid proposals must include a table of contents listing the individual information as requested by section and 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, and stating the bidder's interest in participating in the RFP;
- 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 7; 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.

## 2.4. PUBLIC OPENING OF BID PROPOSALS

### 2.4.1 Bid Proposal Opening.

All bid proposals received on time by the Submission Due Date will be publicly opened. The public opening will be held at **4:00 p.m. on Monday, November 7, 2011**, at the Westminster

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City Hall, located at 8200 Westminster Blvd., Westminster, CA 92683 (“Public Opening”).

*[Note: City will update when County receives final State approval.]*

#### 2.4.2 Late Submission.

Bid proposals **received after 3:00P.M.** on the Submission Due Date will be returned unopened and **will not be considered.**

## 2.5 BID PROPOSAL EVALUATIONS

### 2.5.1 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:

- A. Experience of the bidder;
- B. Financial strength/stability of the bidder;
- C. Cost to City;
- D. Quality of service to be provided;
- E. Level of service to be provided;
- F. Experience and qualifications of the Transportation Personnel who will provide services to the City under the proposed contract;
- G. Training of replacement Transportation Personnel when one or more leaves; and
- H. 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.

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 Westminster City Council. The City Council may accept the professional Grading Panel’s award recommendation and award the contract pursuant to that recommendation. Alternatively, the City Council may award the contract to another prequalified bidder upon conducting its own review and evaluation of the grading criteria, scoring materials, final scores, bid proposals submission materials, and other pertinent information.



### 2.5.2 Proposal Grading Panel.

Bid proposals will be reviewed and evaluated by a Proposal Grading Panel. City/OCFA staff will participate and appoint the members of the Proposal Grading Panel.

Following an initial bid proposal evaluation process, the grading panel will select finalists for possible onsite visits and oral presentations. Oral presentation concerning the Bidders proposal, all of which may be videotape recorded, will be limited to 30 minutes per presentation. During the oral 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. Additional presentation time may be allotted at the sole discretion of the panel.

## **2.6 ADMINISTRATIVE**

### 2.6.1 Bid Proposal Deposit.

All bid proposals must include a \$2,500 deposit in the form of a cashier's check made payable to the City of Westminster ("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 process but are not ultimately selected.

### 2.6.2 Oral Presentations.

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

### 2.6.3 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 City agrees with that designation, and it is consistent with the Public Record Act requirements, the City will seek to protect that information from disclosure. 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

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Public Records Act (Government Code §6250 *et seq.*) during the deliberative process, until such time as evaluations have been completed and final award recommendations have been made to the Council. In the event that a demand is made for disclosure of information designated by a Bidder as being “confidential and/or proprietary,” City will notify the Bidder in writing of such demand and shall furnish a copy of City’s written response to the requestor. If the City intends to disclose documents which Bidders believe to be confidential, Bidders may then pursue, at their sole cost and expense, all appropriate legal action necessary to maintain the confidentiality of those documents.

#### 2.6.4 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.

#### 2.6.5 Cancellation of RFP Process

The City, in its sole and absolute discretion, may cancel this RFP at any time if it determines cancellation is in the best interest of the City or any of its member agencies.

### **2.7 BID PROPOSAL REJECTION**

2.7.1 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). In such event the City Council, in its discretion, may direct the issuance of a new RFP.

2.7.2 A bid proposal may be rejected by the City, in its sole discretion, for failure to comply with the requirements set forth in this RFP, for providing inaccurate or false information, or for other



reasons that the City determines create or may create a hindrance or impairment to the objective evaluation of such proposal.

2.7.3 The City reserves the right, in 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.

2.7.4 A bid proposal may be rejected by the City, in 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.

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

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

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

2.7.8 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.

## **2.8 AWARD PROTEST**

The award of contracts under this RFP will be made by the 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, in its sole discretion, the City Council may reconsider any contract award upon a finding of good cause.



## 2.9 PROPOSED SCHEDULE OF EVENTS

	<b>Action</b>	<b>Date</b>
A	Final RFP Issued	Tuesday, October 11, 2011
B	Mandatory Bid Proposal Pre-Submission Conference	, 2011 8:30 a.m.
C	Bid Proposal Submission Due Date	Monday, November 7, 2011 by 3:00P.M.
D	Bid Proposal Submission Public Opening	Monday, November 7, 2011 at 4:00P.M.
E	Proposal Grading Panel Evaluation Process	November 8 – 22, 2011
F	Proposal Grading Panel- Recommendations	November 23, 2011
G	Final Recommendations	December 2, 2011
H	Final Selection and Contract Award	December 14, 2011
I	Execution of Contract	December 15, 2011
J	Contract Performance Start Date	January 1, 2012; 12:01 a.m.



### **SECTION 3 GENERAL TERMS AND CONDITIONS**

#### **3.1 PROPOSED CONTRACT.**

The proposed Contract is attached to this RFP as Attachment No. 1. Please review the terms of the proposed Contract carefully (the “Contract” or the “Agreement”). Where there is a discrepancy in the terms of this RFP and the terms of the Contract, the terms of the Contract shall prevail.

#### **3.2 CONTRACT DOCUMENTS**

The Contract entered into by the successful Bidder shall consist of the:

3.2.1 Executed Contract between the City and Contractor attached as Attachment No. 1 to this RFP.

3.2.2 RFP

3.2.3 Signed, original bid proposal(s) submitted by the successful bidder (“Bid Proposal”)

3.2.4 Executed indemnity agreement between the Contractor and OCFA (“OCFA Agreement”) attached as Attachment No. 2 to the RFP (all of these documents, including the RFP, the Bid Proposal, the Contract and the OCFA Agreement shall be hereinafter collectively referred to as the “Contract Documents”).

The RFP, the Bid Proposal(s), and the OCFA 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 OCFA 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 OCFA 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.”

#### **3.3 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

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submitted in writing to the City, OCFA, and OCEMS 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, and will require concurrence of OCFA and OCEMS. Any agreed upon modification or amendment must be in writing, approved by all parties.

### **3.4 CONTRACT ADMINISTRATION**

The Westminster 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 Service to the City shall be administered by the City Manager, or his designee.

### **3.5 CONTRACT EFFECTIVE DATE**

The effective date of the contract awarded pursuant this RFP shall be 0001 hours, January 1, 2012 Monday, (“Effective Date”) at which time Contractor will assume full responsibility for the provision of Emergency Transportation Service within the City, as outlined in this RFP. The Effective Date may be postponed at the sole discretion of the Westminster City Manager in order to protect public health and safety or in the event a successful Bidder/Contractor is for any reason unable to commence performance at that time.

### **3.6 CONTRACT TERM**

#### **3.6.1 Term**

The exclusive contracts awarded pursuant to this RFP are for an initial three (3) year term, ending on midnight December 31, 2014. The contract shall automatically expire at the end of the initial three year term, unless extended as provided below.

#### **3.6.2 Contract Extension**

Upon the mutual written agreement of the parties, the contract may be extended for up to two (2) additional one (1) year periods (for a possible total of 5 years). 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. The decision to grant an extension shall be made by the City Manager. At the end of the initial contract term, or if



extended at the end of the extended term, the Contract awarded pursuant to this RFP shall automatically terminate.

### 3.6.3 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 thirty (30) 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 Westminster City Manager and Westminster Public Safety Chief, or designee (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.

## 3.7 **INSURANCE**

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

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



- A. Commercial General Liability Insurance in an amount not less than \$10,000,000 per occurrence, written on an occurrence form. If the policy carries an annual aggregate, such aggregate shall be in an amount not less than \$10,000,000 per occurrence.
- B. 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; 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.
- C. 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 understands that it must provide Business Automobile Liability coverage for all vehicles. This specifically includes, but not limited to, the Station Based Ambulances and any other vehicle Contractor may use as part of the First Tier Service or otherwise under this Contract.
- D. 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 OCFA, and their respective officers, officials, employees and agents.

3.7.2 CONTRACTOR shall also comply with the following requirements:

- A. 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.



- B. The above-required liability insurance shall be in a form which supports coverage for the provisions of the indemnification clause required under this Agreement, including a claim brought against the CITY and/or OCFA for the injury to, or death of an employee or agent of CONTRACTOR.
- C. 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.
- D. All insurance required pursuant to this section shall be issued by a company authorized by the Insurance Department of the State of California and rated A-VII or better by the latest edition of Best's Key Rating Guide.
- E. 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 OCFA; and, the granting or denying of such consent shall be at the sole and absolute discretion of the CITY and OCFA.

### 3.7.3 ENDORSEMENTS

- A. All insurance required herein shall be endorsed to state that "Coverage shall not be suspended, voided, canceled, 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 and OCFA."
- B. The liability policies required herein, except for professional liability (if a stand-alone coverage), workers compensation and employers' liability, shall, by endorsement, contain the following provisions:



- i. “The CITY of Westminster and OCFA, and their respective officers, officials, employees, representatives, and 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 Westminster.”
- ii. “This insurance is primary to, and shall not contribute with, any insurance or self-insurance maintained by the City of Westminster by OCFA, or by any of the designated additional insureds.”
- iii. “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.”

C) Worker’s Compensation and Professional Liability policies shall be endorsed state that the insurer waives all rights of subrogation against the CITY and OCFA, and their respective officers, officials, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR under this Agreement.

3.7.4 All insurance coverages 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 OCFA on or before the Effective Date of this Agreement, and to thereafter maintain current endorsements on file with CITY and OCFA. The completed endorsements and certificates of insurance are subject to the approval of CITY and OCFA.

3.7.5 Nothing in this section shall be construed as limiting in any way; the Indemnification and Hold Harmless clause contained in this Contract, or the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property.

3.7.6 CITY or OCFA 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 and/or OCFA, the insurance provisions in this Agreement do not provide adequate protection for the CITY and/or OCFA, the CITY and/or OCFA shall have the right to require CONTRACTOR to

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obtain insurance sufficient in coverage, form, and limits to provide adequate protection, and CONTRACTOR shall promptly comply with such requirement. The CITY's and OCFA's requirements shall not be unreasonable, but shall be adequate in the sole opinion of the CITY and OCFA to protect against the kind and nature of risks which exists at the time a change of insurance is required, or thereafter.

- 3.7.7 Alternate forms of insurance, that meet the above requirements, must be approved by the CITY's and OCFA's Risk Manager prior to submitting a proposal for any work under this Agreement.
- 3.7.8 The Second Tier Mutual Aid provider shall be required to meet all of the insurance requirements in this Section to the same degree as Contractor, and those requirements will be included in the Second Tier Mutual Aid Contract.

### **3.8 ASSIGNMENT**

Except as provided herein, Contractor may not delegate, transfer 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 and not for 180 days after the formal contract award. Any such assignment or transfer without the prior written consent of the City shall be void, the attempted assignment shall constitute a breach of the Contract, and if discovered during the bidding process will be grounds for rejection of the bid. For purposes of this section, the following will be considered to be a "transfer" or "assignment":

- 3.8.1 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;
- 3.8.2 Bankruptcy, an assignment for the benefit of creditors, or the appointment of a receiver; or
- 3.8.3 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.

### **3.9 AUDITS AND INSPECTIONS**

#### **3.9.1 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.

### **3.10 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.

### **3.11 NON-COLLUSION CERTIFICATE**

Each Bidder must execute and submit with each bid proposal the Non-Collusion Certificate in Section 7. 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.

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### **3.12 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, the County or OCFA, and are not entitled to any of the rights, benefits, or privileges of City, County or OCFA, employees including, but not limited to, medical, unemployment, or workers' compensation insurance.

### **3.13 INDEMNIFICATION**

CONTRACTOR agrees to defend, indemnify, hold free and harmless the CITY and OCFA, and their respective officers, officials agents, employees and volunteers, at CONTRACTOR's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the CITY or OCFA, or their respective officers, officials, agents, employees or volunteers, arising out of the performance of the CONTRACTOR, its employees, agents and/or authorized subcontractors, of the work undertaken pursuant to the Agreement, specifically including but not limited to the Emergency Transportation Service.

The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, agents and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, agents and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY or OCFA, or their respective officers, officials, agents, employees or volunteers, based upon the work performed by the CONTRACTOR, its employees, agents and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, agents and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the CITY or OCFA for claims, actions, complaints or suits arising out of the sole negligence or willful misconduct of the CITY or OCFA.



The Second Tier Provider will be required to include the same language in the Second Tier Mutual Aid Contract, indemnifying the City to the same degree as Contractor.

### **3.14 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.

### **3.15 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 Transportation Service, 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 Transportation Service 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 County, City or OCFA.

### **3.16 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.

### **3.17 INSOLVENCY**

Contractors shall not, without the prior written consent of the Westminster 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 OCFA, 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 OCFA. Following the occurrence of any such event, the Westminster City Manager may assign such property, equipment or materials to another assigned service provider, in the City's sole discretion.



**SECTION 4  
OPERATIONAL STANDARDS, PROCEDURES  
AND  
PERFORMANCE REQUIREMENTS**

**4.1 EMERGENCY RESPONSE COMMUNICATIONS SYSTEM**

4.1.1 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 insure uninterrupted twenty-four (24) service; and,
- C. Contractor must provide and maintain, at its sole cost and expense, a dedicated point-to-point telephone ring-down line between the OCFA Emergency Communications Center and the Contractor's ambulance dispatch center.
- D. All Tier 1 units must at a minimum be equipped with an 800 MHz communication device that allows communication between OCFA personnel, OCFA dispatch center, and contractor dispatch center. Tier 2 mutual aid units must meet same requirements.
- E. At the City and OCFA's discretion, AVL may be required on all Tier I units at contractors expense.
- F. GPS/Route navigation is desirable.

4.1.2 Vehicle Communications

A. 800 MHz Mobile Radio

Contractors must install and maintain at their sole cost and expense, an OCFA approved 800MHz mobile radio in the front passenger area (with a remote head in the rear patient area) of each ambulance that will be used for patient transport in the performance of the contract. The 800MHz mobile radios with a pre-identified radio identifier and at the discretion of the OCFA, configured to send status and message data, are to be used by Contractors' EMTs and ambulance personnel to communicate response status with OCFA

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dispatch and by OCFA paramedics to communicate with base and receiving hospitals during patient transport. Contractors must comply with the following 800 MHz mobile radio requirements:

- i. Contractors must obtain all necessary licenses, permits, and/or approvals from OCC (and any other applicable licensing or permitting agency) to operate and maintain their 800 MHz mobile radios as required herein in conjunction with the 800 MHz C.C.C.S.;
- ii. Contractors must comply with all federal, state, and local laws, rules, statutes, and regulations governing the operation of 800 MHz mobile radios, including compliance with 800 MHz C.C.C.S. Standard Operating Procedures;
- iii. Contractors must ensure that their 800 MHz mobile radios are pre-assigned to a vehicle with a pre-identified radio identifier and are configured to send status and message data compatible with OCFA SmartNet Information Management System (SIMS), and must include an OCFA approved and issued Motorola DEKbox with 8 status/message keys to transmit unit status (e.g., en route, on scene, and available status functions); OCFA will configure the SIMS system to enable this feature on all Contractor radios enabled on the 800 MHz C.C.C.S.; and
- iv. All Contractor 800MHz mobile radios must meet OCFA, OCC, ECC, 800 MHz C.C.C.S., and OCEMS specifications and requirements.

B. Mobile Data Computer System

Contractors must install and maintain, at their sole cost and expense, an OCFA approved and issued mobile data radio at Contractors' dispatch center for purposes of sending and receiving electronic emergency dispatch information, instructions, and call status. Contractors must comply with the following mobile data radio system requirements:

- i. MDC Radio



Upon the award of a contract and prior to the Effective Date, Contractors must pay OCFA a one time, non-refundable communications start-up fee of \$3,500, which shall cover the following: (a) OCFA-issued and owned mobile data radio; (b) OCFA-issued mobile data application software; (c) mobile data installation; (d) mobile data programming; and (e) Mobile Data Radio and antenna to be installed at the Contractor's expense, as specified by OCFA. All communications equipment issued to Contractors by OCFA pursuant to this Section shall remain the property of OCFA. The communications systems described in this Section must be installed and fully operational prior to the Effective Date. Upon contract termination, all OCFA-issued communications equipment must be returned to OCFA within thirty (30) days. This fee may be waived by OCFA if Contractor currently meets the specified requirements of this paragraph.

ii. Annual MDC Fee

Contractors must pay OCFA a \$250 annual fee for MDC system operation and maintenance, which shall be due and payable upon contract award and annually thereafter.

iii. Personal Computer

Contractors must provide, at their sole cost and expense, and as part of their Emergency Response Communications System, a personal computer having the following minimum specifications: Intel Pentium 500 MHz or greater; 10.0 GB Hard Drive; 256 Mb SDRAM; 2000XP OS; Color display VGA; Com Ports – 1 serial, 1 USB, 1 Parallel; CD ROM; and, Keyboard – Standard Qwerty 104.

iv. Mobile Application Software

Motorola Tx Messenger v3.0 software or greater as specified by OCFA.



## 4.2 SERVICE HOURS

### 4.2.1 Service

Contractor must provide, at a minimum:

- A. Dedicated Transportation Personnel to fully staff the two First Tier Service ambulances as provided by the Contractor as part of this contract, 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 non-dedicated Tier 1 units and Tier 2 Mutual Aid units, 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 and Second Tier Mutual Aid Service within the response time requirement.
  
- D. The Transportation Personnel for the First Tier Service will be housed at OCFA fire stations (64 and 66) and will be using contractor provided emergency transport (ambulance vehicles).

### 4.2.2 Field Supervisor

Contractor must have an authorized field supervisor available to the City and OCFA 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.



## 4.3 RESPONSE TIMES

### 4.3.1 General Requirements

Contractors must respond to OCFA'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.

### 4.3.2 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.

### 4.3.3 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.

### 4.3.4 Response Time Reporting

Contractor must provide quarterly response time reports to the City ("Quarterly Response Time Reports"). 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.



#### 4.3.5 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.

#### 4.3.6 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.

#### 4.3.7 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 an OCFA 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 OCFA or the City. For purposes of this Section, a “declared disaster” means any condition of disaster as declared or affirmed by the City or OCFA 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 OCFA while the ambulance is en route 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 OCFA while the ambulance is en route 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 OCFA 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 OCFA 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 OCFA 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 OCFA personnel and while returning to any ambulance post location are not eligible for this exemption.

#### 4.3.8 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 OCFA 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 Westminster City Manager or his designee, whose decision shall be final.

#### 4.3.9 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 Second Tier Mutual Aid Contract with a neighboring ambulance service operator for the provision of Emergency Transportation Service (“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 Second Tier Mutual Aid Contract must be reviewed and approved by the City and OCFA prior to execution of the Contract awarded pursuant to this RFP and a copy of the Second Tier Mutual Aid Contract must be sent to the City and the OCFA EMS Section Battalion Chief;
- B. Mutual Aid Providers will be expected to perform Emergency Transportation Service 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 Transportation Service under the Contract, the Second Tier Mutual Aid Provider must acknowledge this obligation in writing to the City and OCFA.
- C. Second Tier Mutual Aid Providers and their employees must cooperate with the City and OCFA 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.



4.3.10 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 4.3.3 -Response Times Required of this RFP, the City of Westminster 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 Requirements:

Penalty Imposed\*:

90% or Better	None
85% - 89.9%	\$2,000
80% - 84.9%	\$3,000
Less than 79.9%	\$5,000

*\*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 or Second Tier Mutual Aid Service, that require OCFA to request service from another ambulance service operator, will result in the assessment of a “Turned Call” penalty in the amount of \$1,000 per occurrence. Contractor is to immediately notify City and OCFA EMS Chief of said occurrence within 24 hours.

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 OCFA 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

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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

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actions taken by Contractor to implement the CAP and shall document any continuing service or performance deficiency, or substantial inadequacy, which is not corrected 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, OCFA 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 Westminster City Manager, whose decision shall be final.



#### **4.3.11 EMERGENCY ON-SCENE PROCEDURES**

- A. 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.
- B. All ambulance Transportation Personnel assigned by Contractor to perform Emergency Transportation Service under the contract must:
  - i. Be trained in Orange County EMS protocol and procedure;
  - ii. Work under the direction of the OCFA Incident Commander and/or the OCFA EMT-Paramedic in charge of the patient(s) and/or incident;
  - iii. Fully cooperate with and abide by the instructions of the OCFA Incident Commander and/or the OCFA EMT-Paramedic in charge of the patient(s) and/or incident;
  - iv. Place their apparatus and equipment at the scene in a safe location or as deemed appropriate by the OCFA Incident Commander and must be mindful of the need for safe operations, including the avoidance of exhaust fumes;
  - v. Not interfere with or assist OCFA personnel in any fire fighting or emergency rescue operation;
  - vi. 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 an OCFA Incident Commander, and must likewise immediately inform the OCFA Incident Commander of any mechanical failures; and,
  - vii. Be aware that safety is the responsibility of all personnel on scene; ambulance personnel shall not enter or operate in unsafe environments.



#### **4.3.12 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 OCFA, Contractor is expected to be actively involved in the planning and response to any declared disaster. Upon notification of a disaster by OCFA, Contractor must immediately commit any and all available resources and assist OCFA 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:

- A. During such periods, Contractor will be released from the response time requirements until notified by the City and/or OCFA Duty Officer that disaster assistance is no longer needed;
- B. 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;
- C. 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;
- D. During the course of a disaster, OCFA 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.

#### **4.3.13 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

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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 OCFA ET handbook (Attachment 3) will be utilized as part of the performance criteria.**

#### **4.3.14 GENERAL PROVISIONS**

##### **A. Return of OCFA Personnel**

OCFA provides Advanced Life Support (“ALS”) services from a variety of delivery platforms, including engine and truck companies. In cases where OCFA personnel accompany patients in the ambulance en route to hospitals or to other receiving facilities, and the OCFA ALS unit does not follow-up to the hospital/receiving facility, the Contractor/ or Second Tier Mutual Aid Provider shall 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 OCFA personnel that they are ready to return them to their station. If while returning OCFA personnel to their station, the ambulance receives another emergency call, the ambulance may accept that call for service and take those returning OCFA personnel to the new call at the discretion of the OCFA personnel on board.



B. 911 Calls for Service/Referral

Contractor must immediately refer to OCFA any and all calls for emergency 911 service that are made by any person directly to Contractor's dispatch center or business office.

C. Performance

Contractor must demonstrate a continuous effort to detect and correct service level performance deficiencies, as determined by the City and OCFA, 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.

D. 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.

E. Complaints

Contractor must immediately notify the City and OCFA 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.

F. HIPAA Business Associate Assurances

Effective April 14, 2003, or such other implementation date established by law, to the extent that the parties have a "business associate" relationship, the parties shall carry out their

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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:

- i. Not use or further disclose PHI except:
    - (a) 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);
    - (b) As required for the proper management and administration of ALS and BLS in their capacity as HIPAA "Business Associates" of each other; or
    - (c) As required by law;
  - ii. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by the Contract;
  - iii. Report to each other any use or disclosure of PHI not provided for by the Contract of which a party becomes aware;
  - iv. 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;
  - v. Make PHI available to the individual who has a right of access as required under HIPAA;
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- vi. Make available for amendment and incorporate any amendments to PHI when notified to do so by either party;
- vii. 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;
- viii. 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
- ix. 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.

G. 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 OCFA 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.



#### **4.3.15 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.

#### **4.3.16 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 5 PERSONNEL

### 5.1 PERSONNEL REQUIREMENTS

#### 5.1.1 Employee Performance

Contractor must employ only competent and trained personnel, and 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 OCFA;
  - vi. Contractors and program administrator's alcohol and drug program records shall be made available, in redacted form concealing individual employee identities, to OCFA upon request;
  - vii. Contractor employees must show a valid California driver's license at the time and place of testing; and
  - viii. All test results are kept confidential except that OCFA 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 or employee convicted of or having pled nolo contendere to a crime involving a stolen vehicle, stolen property, violence, drugs or moral turpitude, fraud, or misdemeanor or felony driving while under the influence of alcohol or drugs. If any Contractor employee is charged with any of the above listed
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crimes, Contractor must immediately 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 OCFA personnel while on scene;
  - H. If any employee becomes ineligible to provide services under the Contract Documents, Contractor must immediately notify the City and OCFA 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 OCFA 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 OCFA EMS Section Battalion Chief may request Contractor to participate in emergency response joint training exercises to improve the capability and coordination of
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both OCFA and Contractor's response to a given emergency or disaster. Such training will be scheduled and mutually coordinated by the OCFA EMS Section Battalion Chief and the Contractor. Such training shall not exceed twenty (20) hours per year;

- L. Any additional training that may be deemed necessary by City staff or OCFA 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 OCFA 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 that 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.

#### 5.1.2 Employee Removal

At the request of the City and/or OCFA (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.



## 5.2 CONTROL

Neither the County, the City or OCFA, 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 OCFA, it being understood that Contractor its agents and employees are as to the City, County and OCFA, wholly independent contractors and that Contractor's obligations to the City and OCFA are solely those prescribed by the Contract Documents. Contractor further acknowledges and agrees that the City, the County, and OCFA 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 6 SUPPLIES, EQUIPMENT AND VEHICLES**

### **6.1 Standards**

All equipment and supplies furnished by Contractors to perform BLS services under the Contract Documents must comply with all federal, state, and local laws, rules, statutes, and regulations applicable to the provision of emergency ambulance transportation, including but not limited to, those BLS equipment and supply standards and protocols established by the OCEMS Medical Director. Such equipment and supplies must be stocked at all times on each ambulance performing services under the Contract Documents.

#### 6.1.1 Standard Inventory

In addition to the above equipment and supply standards, Contractors must carry and stock at all times throughout the contract term on each ambulance performing services within an assigned EOA the following emergency medical equipment, which shall all be readily available and accessible from the interior portions of the patient transportation compartment:

- A. Bag valve mask resuscitator, adult with variable mask sizes;
- B. Bag valve mask resuscitator, pediatric with variable mask sizes;
- C. Heavy gloves to be used for blood or body fluid protection;
- D. Disposable Latex gloves, medium, large and x-large, two (2) boxes;
- E. Suction unit that complies with OCEMS policies and procedures;
- F. Non-invasive blood pressure device (various cuff sizes, including thigh cuff);
- G. Child safety seats (when approved by federal agencies).

#### 6.1.2 Required, Equipment

Automated External Defibrillator (in conjunction with trained and qualified employees).



### 6.1.3 Personal Safety Equipment

Contractors shall provide personal safety equipment for all employees 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 personal safety equipment required. Contractors are solely responsible for ensuring that all of its personnel abide by all federal, state and local safety standards.

To ensure that each ambulance responder has emergency scene personal protective equipment they may need to keep them safe in a potentially hazardous environment, Contractors shall comply with State OCEMS Guideline 216 regarding recommended PPE for Ambulance Personnel (*OSHA's General Description and Discussion of the levels of Personal Protective Gear, 29CFR 1926.65, App. B, Part IV, Level D*) for each ambulance dedicated to 911 emergency transportation, including:

- i. Full-length blue (EMS) jacket with reflective stripes. (NFPA 1999, EMS Standards)
- ii. Hard hat, Work Helmet Blue
- iii. Leather gloves



**SECTION 7  
BID PROPOSAL SUBMISSION FORMS  
BIDDER CHECKLIST**

- BINDER (ORIGINAL + 9 COPIES)
- 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 TRANSPORTATION SERVICE 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 - PHASE I APPROVAL NOTIFICATION
- 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 Westminster**

**Request for Proposals**

**for**

**Emergency Ambulance Transportation and Related Services**

**RFP # 2011-WPD002**

\_\_\_\_\_  
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 \$2,500.00 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  
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ITEM 5: INTERNAL MEDICAL QUALITY CONTROL

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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.

- A. The official name of the Bidder;
- B. The Bidder's organizational structure (e.g. corporation, partnership, limited liability corporation, or otherwise);
- C. The jurisdiction in which the Bidder is organized and the date of such organization;
- D. The address and telephone number of the Bidder's headquarters and of any local office involved in the bid proposal;
- E. The Bidder's Federal Tax Identification Number;
- F. 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;
- G. 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);
- H. 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;
- I. 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;
- J. Statement of acceptance of all terms, conditions, requirements, and performance criteria contained in the Contract Documents; and,
- K. Any additional information Bidder deems relevant for consideration during the selection process.



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

**(3 PAGE LIMIT)**

1. Provide a general description of how Bidder proposes to provide the Emergency Transportation Service contemplated by this Request for Proposals. This specifically includes, but is not necessarily limited to, the provision of the First Tier Service, and Second 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 Transportation Service, and to provide any other information that 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 Transportation Service 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 Second Tier Mutual Aid Service Provider Agreement.

Additional Specific Submission Data:

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

- a. Name of mutual aid provider(s) (if known);
- b. Location of mutual aid provider(s);
- c. Staffing capabilities of mutual aid provider, if known.
- d. Expiration date of the mutual aid provider contracts.



**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, 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)**

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 Transportation Service 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 5.



**ITEM 7: PERSONNEL AND TRAINING (CONTINUED)**

**(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 January 1, 2012, at 0001 hours; 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 Service experience.

**Minimum Qualifications:** Bidder meets the experience required outlined in RFP.

1. Complete the 911/Fire/EMS Contracts chart found in the following page and include the following information:

- List the city(ies) or Fire Department(s) Agencies for which provider has provided emergency ambulance transportation services during the past ten (10) years that can be used to meet one of the "experience" requirement in the RFP. Provide contact information including contact person, telephone number and address.
- Provide 911 emergency ambulance transportation annual call volume by operating area or equivalent.
- Indicate whether the provider was the primary or back-up 911 provider.
- Indicate the contractual or agreed upon response time requirements for each of the listed contracts.
- List the duration, in years, that the provider held a contract as a primary or back-up provider.



**ITEM 11 EMS RESUME (continued)**

**(5 PAGE LIMIT)**

**Ten (10) Years 911/Fire/EMS Experience**

Cities/Fire Depts. For which bidder has provided 911 ambulance services in past five years	Contact Name And Phone Number	Monthly & Calendar years that provider held contract.	Primary or Back-up status  P=Primary B=Back-up	911 Call Volume	Response Time Requirement  M=Metro/Urban S=Suburban/rural W=Wilderness
					M= S= W=

Mark the experience requirements this applies to:

- At least three (3) consecutive years experience providing 911/Fire/EMS services as a primary provider in a system comparable to the City of Westminster system within the last 10 years; or
- A current commission on Accreditation of Ambulance Services ("CAAS") Certification and two (2) consecutive years experience as a back-up or primary 911 provider in a system comparable to the City of Westminster system within the last five (5) years; or
- At least five (5) consecutive years of 911 experience within the last ten (10) years as a back-up provider with a call volume equivalent to 80% of the call volume of the EOA/s being considered by Bidder. (For Fiscal Year 2010/11, Westminster had an average 911 call volume of 425/month, Bidder must have experience responding to at least 340 calls/month.)

2. Provide a description of the EMS system as it relates to ambulance deployment for those areas where contracts are/were held. (2 pages.)



**ITEM 12**  
**PHASE I APPROVAL NOTIFICATION**

Please provide a copy of the Phase I approval notification.



**ITEM 13: PRICE WORKSHEET**

**CITY OF WESTMINSTER RFP # 2011-WPD002 FOR  
EMERGENCY AMBULANCE TRANSPORTATION AND RELATED SERVICES**

EMERGENCY TRANSPORTATION SERVICE FOR PERIOD OF: 1/1/12-12/31/12	
Annual Contract Price \$	
Not to exceed \$ per month	

EMERGENCY TRANSPORTATION SERVICE FOR PERIOD OF: 1/1/13-12/31/13	
Annual Contract Price \$	
Not to exceed \$ per month	

EMERGENCY TRANSPORTATION SERVICE FOR PERIOD OF: 1/1/14-12/31/14	
Annual Contract Price \$	
Not to exceed \$ per month	

Optional 1-Year Extension: EMERGENCY TRANSPORTATION SERVICE FOR PERIOD OF: 1/1/15-12/31/15	
Annual Contract Price \$	
Not to exceed \$ per month	

Optional 1-Year Extension: EMERGENCY TRANSPORTATION SERVICE FOR PERIOD OF: 1/1/15-12/31/15	
Annual Contract Price \$	
Not to exceed \$ per month	



**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 \_\_\_\_\_, 2011 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 bid to the 2011 EMS Emergency Transportation Service 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 Westminster 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 \_\_\_\_\_, 2011 in \_\_\_\_\_, California.

In the event that one of the above events occurs during the bid submittal date and contract award, the new corporation/stockholder must provide a notarized statement stating their agreement to the terms and conditions of the contract and prior to bid submittal without exceptions. This must be received within 5 business days of the change

**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



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**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 2011 EMS Emergency Transportation Service 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 \_\_\_\_\_, 2011 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

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**ITEM 17: PHOTOGRAPHS (OPTIONAL)**

**(3 PAGE LIMIT)**

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



*City of Westminster*

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**ATTACHMENT NO. 1**

**PROPOSED CONTRACT WITH CITY**

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**AGREEMENT**  
**FOR EMS EMERGENCY TRANSPORTATION SERVICES**

This agreement ("Agreement") is made and entered into this \_\_\_\_\_th day of \_\_\_\_\_, 2011, by and between the City of Westminster, a municipal corporation located in the County of Orange ("CITY") and \_\_\_\_\_, with principal offices at \_\_\_\_\_ ("CONTRACTOR").

**RECITALS**

WHEREAS, CITY issued a Request for Proposals on July 26, 2011, related to the provision of emergency transportation services in the City (the "RFP"). A copy of the RFP is attached hereto and incorporated herein by this reference as Exhibit "A"; and

WHEREAS, in response to the RFP, CONTRACTOR submitted a Proposal dated \_\_\_\_\_, 2011 (the "Proposal"), a copy of which is attached hereto and incorporated herein by this reference as Exhibit "B"; and

WHEREAS, CONTRACTOR is an ambulance provider fully licensed and otherwise qualified to perform the work required by this Agreement, and was selected by CITY following evaluation of proposals submitted in response to the RFP; and

WHEREAS, CITY desires to utilize the services of CONTRACTOR to provide primary ambulance transportation services and other related services in accordance with the terms of the RFP and applicable federal, state and local laws; and

WHEREAS, at its meeting of \_\_\_\_\_, 2011, the Westminster City Council accepted CONTRACTOR's Proposal and authorized city staff to negotiate an Agreement with CONTRACTOR to provide emergency transportation services described in the RFP and in the Proposal.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the parties hereby agree as follows:

**AGREEMENT**

**1. Contract Documents and Order of Precedence**

A. This Agreement shall consist of the following documents: (a) this Agreement; (b) the City's RFP, (c) the CONTRACTOR's Proposal; and (d) the executed indemnity agreement between CONTRACTOR and OCFA (the "OCFA Agreement") attached as Exhibit "C" and incorporated herein by this reference. (this Agreement, the RFP, the Proposal, and the OCFA Agreement shall be hereinafter collectively referred to as the "Contract Documents").

The Contract Documents constitute the entire agreement between the parties. This Agreement contemplates that CONTRACTOR will do whatever is required to perform the work in accordance with the terms of the Contract Documents and in accordance with any applicable governmental laws and regulations, whether specifically identified in the Contract Documents or

not. Should any inconsistency be found to exist between the aforesaid Contract Documents and this written Agreement, the provisions of this Agreement shall control.

B. All provisions of the Contract Documents shall be binding on CONTRACTOR. In the event there is any discrepancy between the terms and conditions of one or more of the aforementioned Contract Documents, the Order of Precedence shall be used to resolve the discrepancy unless both parties mutually agree in writing to an alternative decision. The Order of Precedence for these documents shall be as follows:

- 1) First, this Agreement (together with any Amendments thereto).
- 2) Second, the OCFA Agreement.
- 3) Third, the RFP
- 4) Fourth, the Proposal.

## 2. **Scope of Work**

A. In exchange for the compensation to be provided by City to Contractor, Contractor will perform all of the services described in this Section for City. The details of the services to be provided by CONTRACTOR are described in detail in the Contract Documents. Those services shall include the provision of all Emergency Transportation Services, including but not limited to the First Tier Service and the Second Tier Mutual Aid Service (as defined below), together with the provision of any labor, material, supplies and equipment related to the provision of those services, and any other duties, obligation or services required of Contractor in the Contract Documents. (All of the services to be provided by CONTRACTOR under this Agreement shall be hereinafter collectively referred to as the “Emergency Transportation Services”). CONTRACTOR shall perform the Emergency Transportation Services in accordance with the terms and conditions contained in this Agreement, and as described in Contract Documents.

B. All emergency transportation personnel assigned by CONTRACTOR or by the Second Tier Provider to perform Emergency Transportation Services under this Agreement shall be hereinafter referred to as the “Transportation Personnel”.

C. Without limiting CONTRACTOR’s obligation to comply with all of its duties and obligations under the Contract Documents, the Emergency Transportation Services to be provided by CONTRACTOR shall include, but shall not be limited to, each of the following:

1. **First Tier Service.** Contractor will provide with its own forces a sufficient number of fully equipped ambulances and Transportation Personnel, so as to provide, in accordance with industry standards and this RFP, all of the City’s needs for Emergency Transportation Service, 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”). The First Tier Service will be designed by Contractor so as to ensure that there are enough of Contractor’s own ambulances and Transportation Personnel available to meet 100% of the anticipated number of calls for Emergency Transportation Service in the City. The First Tier Service shall meet the response times and all other requirements of this RFP for

the Emergency Transportation Service. Each year thereafter, for the duration of the Term of the proposed Contract, Contractor will be required to re-evaluate the level of coverage being provided, so as to ensure it is providing the required level of coverage.

- a. The First Tier Service will include, at a minimum, the provision of at least two (2) fully equipped dedicated ambulances and associated staffing/Transportation Personnel, which ambulances will provide Emergency Transportation Services exclusively for the City out of Stations No. 64 and No. 66 (“Station Based Ambulances”). The Transportation Personnel assigned by Contractor to operate the two Station Based Ambulances, will be provided housing at OCFA stations No. 64 and No. 66, and will operate on the OCFA’s three (3) shift schedule (A, B, C) with four (4) EMTs and at least two (2) drivers qualified per shift. The Station Based Ambulances must be able to respond 24 hours a day 7 days a week to all 911 and other emergencies as required.
- b. In addition to the two (2) Station Based Ambulances provided by the Contractor as part of this Agreement, Contractor must also provide whatever additional number of fully equipped ambulances and Transportation Personnel which may be required to meet the response times in this RFP, and to otherwise meet 100% of the anticipated number of calls for Emergency Transportation Service in the City (based on the average number of calls during the preceding two (2) years). Any vehicles and Transportation Personnel dedicated by Contractor to perform Emergency Transportation Services under this paragraph will also be considered to be part of the First Tier Service in addition to the two Station Based Ambulances.

## **2. Second Tier Mutual Aid Service.**

Contractor will also enter into a mutual aid agreement with a separate qualified ambulance service provider doing business in Orange County, to provide backup services in the event the First Tier Service is unable to respond to a call for Emergency Services (hereinafter “Second Tier Mutual Aid Contract,” “Second Tier Mutual Aid Service,” “Second Tier Service” or “Second Tier.”). The company providing the Second Tier Mutual Aid Service will be hereinafter referred to as the “Second Tier Provider.” In providing Emergency Transportation Services the Second Tier Provider must meet the same RFP requirements, response times, and otherwise provide the same level of service, as Contractor is required to provide under the Contract. The Second Tier Mutual Aid Contract and the Second Tier Provider must be approved by the City and the OCFA prior to provision of any service by Contractor, such approval not to be unreasonably withheld. The intent of this RFP is that Contractor will provide a sufficient level of coverage under the First Tier Service, such that services under the Second Tier Mutual Aid Service will only be needed in rare circumstances, if at all. Contractor will be solely responsible for paying the Second Tier Provider for any services rendered under the Second Tier, which amount will be the Second Tier Provider’s sole compensation for services rendered under the Second Tier.

D. BLS and ALS Services. All Transportation Personnel assigned to perform Emergency Transportation Services under this Contract, whether under the First Tier Service or Second Tier Mutual Aid Service, will provide Basic Life Support (“BLS”) services and transport patients to medical facilities when required. OCFA, in cooperation with the Transportation Personnel, will provide on-scene Advanced Life Support (“ALS”) services.

E. All Transportation Personnel assigned to perform Emergency Transportation Service under this Contract, whether under the First Tier Service or Second Tier Mutual Aid Service, must at all times meet the minimum qualifications as listed in Section V of the RFP.

F. The Agreement is subject to annual review based on the criteria specified in the Contract and as outlined herein. The City's intent is to contract with and hold accountable those parties working with and on behalf of the City of Westminster and OCFA in providing Emergency Transportation Service to the citizens and visitors of Westminster.

G. Contractor and the Second Tier Provider will provide type III emergency transport (ambulance) vehicles (including all costs related to maintenance, fuel, insurance, repair costs and communication equipment) for all Emergency Transportation Services provided under the First Tier Service and the Second Tier Mutual Aid Service.

### **3. Contract Price and Payment**

A. CITY shall pay CONTRACTOR for furnishing the material and doing the prescribed work at the unit prices or lump sum prices set forth in CONTRACTOR's Proposal ("Contract Price").

1. Contractor's sole compensation for providing all Emergency Transportation Services, specifically including but not limited to the First Tier Service and Second Tier Mutual Aid Service, will be the Contract Price. Contractor will not be entitled to bill City or any of its customers any additional amount for any services provided under this Contract, unless it is first approved in writing by City.
2. The payment of the Contract Price includes the provision of the Second Tier Mutual Aid Service. Contractor will be solely responsible for compensating the Second Tier Provider for any Emergency Transportation Services it may provide in the City under this Contract, which compensation will be at the rate set forth in the Second Tier Mutual Aid Contract or as otherwise required by law. Contractor and the Second Tier Provider will not have any recourse against the City to recover for any Emergency Transportation Services provided under either the First Tier Service or the Second Tier Mutual Aid Service, except as specifically authorized in the Contract. Contractor's sole compensation will be the Contract Price it receives from City. In the event of a dispute between the Second Tier Provider and Contractor, the Second Tier Provider's sole remedy will be against Contractor. This fact will be clearly stated in the Second Tier Mutual Aid Contract, and Contractor must agree to indemnify and defend City against any claims or demands arising out of, or which are in any way related to, any services provided under the Second Tier Mutual Aid Service. The Second Tier Mutual Aid Contract will include similar provisions requiring the Second Tier Provider to indemnify City for any claims or demands made by Contractor or other parties related to the Emergency Transportation Services it may provide.

### **4. Billing**

A. City will be solely responsible for the billing and collection of all amounts owed by customers/patients provided Emergency Transportation Services in the City, whether for services provided by Contractor, the Second Tier Provider, OCFA, City, or their respective employees, agents, volunteers, or subcontractors. City, in its discretion, will be free to bill for these services in whatever manner it may deem appropriate, and may combine billings for various services provided. Contractor and the Second Tier Provider will actively cooperate with City to provide whatever information or assistance

City may reasonably require so that it can process customer/patient billings in a timely manner. This will include, but is not limited to, Contractor providing City with a detailed list of all the Emergency Transportation Services provided by both the Contractor and the Second Tier Provider during the preceding month. The specific information to be provided by Contractor in the monthly reports will be determined by City, and may be modified by City from time to time to meet its reasonable needs. Failure to provide accurate information in a timely manner will constitute a material breach of this Agreement.

B. The entire proceeds of all such billings and collection efforts will be the sole property of City. Neither Contractor nor the Second Tier Provider will have any right to the proceeds of any billings or collections for services provided under the First Tier Service, the Second Tier Mutual Aid Service or for any other services provided under this Agreement, unless specifically authorized in writing by City. Contractor must design its bid so that the amount bid as the Contract Price will be sufficient to provide the required level of services under both the First Tier Service and the Second Tier Mutual Aid Service, without expecting any additional amounts in compensation.

## **5. Term**

A. **Effective Date.** The effective date of this Agreement shall be 0001 hours on January 1, 2012, (“Effective Date”), at which time CONTRACTOR will assume full responsibility for the provision of Emergency Transportation Services within the CITY. At the sole discretion of the Westminster City Manager, the Effective Date may be postponed in order to protect public health and safety, or in the event CONTRACTOR is for any reason unable to commence performance at that time.

B. **Initial Term.** This Agreement is for an initial three (3) year term, beginning on the Effective Date and ending on 2400 hours on December 31, 2014 (the “Initial Term”). The contract shall automatically expire at the end of the Initial Term unless extended as provided below.

C. **Extension.** Upon the mutual written agreement of the parties, the contract may be extended for up to two (2) additional one (1) year terms (for a possible total of 5 years). Successful past performance during the initial contract period will be a critical factor in the decision to grant an extension. The City’s decision to either grant or deny a contract extension(s) shall be final. The decision to grant an extension shall be made by the City Manager. At the end of the Initial Term, or at the end of contract extension term(s) if granted, this Agreement shall automatically terminate (the Initial Term together with any contract extension(s), if any, shall hereinafter be collectively referred to as the “Term”).

## **6. Termination**

This Agreement may be terminated by the parties as hereinafter provided:

A. This 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 this Agreement for Cause by providing CONTRACTOR seven (7) days prior written notice of termination for Cause and the factors constituting Cause.

C. CITY may terminate this Agreement immediately if the Westminster City Manager and Westminster Fire Chief (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.

## **7. Breach of Agreement**

A. Factors Constituting Breach and Cause. Factors constituting a breach of this Agreement and also warranting Cause for termination include but are not limited to each of the following:

1. A failure by CONTRACTOR's to perform the covenants and requirements set forth in the Contract Documents in the time and manner specified, and as required by this Agreement.
2. Failure of CONTRACTOR to perform the Emergency Transportation Services in a manner which enables the CITY or CONTRACTOR to remain in compliance with the requirements of the County of Orange Emergency Medical Services ("OCEMS") ambulance ordinance and related rules and regulations.
3. Supplying the CITY with materially false or misleading information during the RFP process or during the course of producing any required reports to the CITY or OCFA.
4. Willful falsification or unreasonable withholding of data supplied to the CITY or OCFA or to OCEMS during the Term of this Agreement, including but not limited to: dispatch data, patient report data, response time data, financial data, or omission of other data required under this Agreement.
5. Failure to meet the minimum vehicle deployment plan for ambulance service as described in the RFP.
6. Failure of CONTRACTOR's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance.
7. Failure of CONTRACTOR to maintain all required vehicle maintenance schedules and records as set forth as described in the RFP or as reasonably required by CITY or OCFA.
8. Failure of CONTRACTOR to maintain all training and continuing education as required in the RFP, and as required by OCFA and OCEMS policies and procedures and State regulations.
9. CONTRACTOR's failure or refusal to respond to any request by CITY or OCFA concerning the manner or means by which CONTRACTOR is providing the operation of Emergency Transportation Services in the CITY under this Agreement and pursuant to the Contract Documents.
10. Transfer or assignment of ownership or other interest in CONTRACTOR contrary to the terms of this Agreement, including but not limited to Section 10 of this Agreement ["Assignment"].

11. Disruption of service due to failure to maintain ambulance maintenance schedule.
12. The lapse of any license, permit or approval issued CONTRACTOR by a federal, state or local government, which license, permit or approval is/are reasonably necessary for the provision of the Emergency Transportation Services contemplated by the Contract Documents.
13. CONTRACTOR becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or suffers or fails to pay and discharge within ninety (90) days of entry any final judgment (after exhaustion of any period of appeals) by any court in an amount of fifty thousand dollars (\$50,000.00) or more.
14. CONTRACTOR files, or there is filed against CONTRACTOR, a petition to have CONTRACTOR adjudicated in a bankruptcy, or a petition for a reorganization or arrangement under any law relating to bankruptcy or insolvency.
15. CONTRACTOR is enjoined or prohibited by any court of competent jurisdiction from performing services under this Agreement.
16. The assets of CONTRACTOR are assumed by a trustee or other person pursuant to a judicial proceeding.
17. CONTRACTOR breaches or defaults in the performance of any of CONTRACTOR's material duties or obligations arising under this Agreement involving the payment of money, and after receiving written notice thereof from CITY fails within seven (7) days from receipt of such notice or have fully cured and corrected such breach or default.
18. Lapse of insurance required under this Agreement.
19. Failure to manage and resolve citizen complaints to the satisfaction of the CITY or OCFA.
20. Failure to meet the on-time performance criteria as required in the RFP.
21. The breach or default of, or a failure to comply with, any material provision of this Agreement, any material provision of the RFP, or of any covenant specifically contained herein or incorporated by reference.

B. Right To Cure. In the event of any dispute arising under this Agreement, the injured Party shall notify the injuring Party in writing of its contentions by submitting a claim therefore. The injured Party shall continue performing its obligations hereunder so long as the injuring Party cures any default within thirty (30) days after service of the notice; provided, however, if a breach of this Agreement creates an immediate danger to the health and safety or general welfare to the CITY, in the reasonable discretion of the City Manager, may take immediate action to remedy the breach itself and/or terminate this Agreement.

Notwithstanding the preceding, if the Westminster City Manager finds that CONTRACTOR is diligently proceeding with all steps necessary to cure such default, the Westminster City Manager may, in his sole discretion, extend the time period by which CONTRACTOR must cure such deficiencies, including the effective date of such termination.

C. Waiver. No waiver of any Event of Breach or Default shall be valid or effective unless in writing and signed by CITY. Any waiver of any one Event of Default or Breach shall not constitute, or be construed as creating, a waiver of any other Event of Default or Breach.

D. Action Following Termination. Should this Agreement be terminated for breach, CONTRACTOR agrees that CITY and/or OCFA, in their discretion, may take immediate possession of any CITY or OCFA materials, equipment, and supplies CONTRACTOR may have used in the performance of the Emergency Transportation Services. Notwithstanding the above, should this Agreement be terminated for breach, CITY shall have the option to take over the delivery of the Emergency Transportation Services itself, using CITY personnel or contractors; contract on a temporary emergency basis with other providers of emergency transport ambulance services; seek new proposals for service; or such other option as may be deemed necessary and legally available to CITY.

E. No Limitation On City's Rights. Nothing herein shall act as any limitation upon the remedies available to CITY whether at law, or otherwise, in the event of a breach or default of this Agreement.

## **8. Insurance**

A. Prior to beginning the provision of Emergency Transportation Services under this Agreement, CONTRACTOR must provide to the satisfaction of the CITY and OCFA, certificates of insurance and endorsements evidencing the policy or policies of insurance in the types and amounts set forth below. CONTRACTOR shall at all times 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 the 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 understands that it must provide Business Automobile Liability coverage for all vehicles under both the First Tier Service and the Second Tier Service. This specifically includes, but is not limited to, Contractor's obligation to provide Business Automobile Liability coverage for any vehicles provided by City/OCFA for use by Contractor under the First Tier, as well as for any vehicles provided by Contractor directly.

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 OCFA, and their respective officers, officials, employees and agents.

B. CONTRACTOR shall also comply with the following requirements:

1) 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.

2) The above-required liability insurance shall be in a form which supports coverage for the provisions of the indemnification clause required under this Agreement, including a claim brought against the CITY and/or OCFA for the injury to, or death of an employee or agent of CONTRACTOR.

3) 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.

4) All insurance required pursuant to this section shall be issued by a company authorized by the Insurance Department of the State of California and rated A-VII or better by the latest edition of Best's Key Rating Guide.

5) 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 OCFA; and, the granting or denying of such consent shall be at the sole and absolute discretion of the CITY and OCFA.

C. Endorsements.

1) All insurance required herein shall be endorsed to state that “Coverage shall not be suspended, voided, canceled, 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 and OCFA.”

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

(a) “The CITY of Westminster and OCFA, and their respective officers, officials, employees, representatives, and 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 Westminster.”

(b) “This insurance is primary to, and shall not contribute with, any insurance or self-insurance maintained by the CITY of Westminster, by OCFA, or by 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 and Professional Liability policies shall be endorsed to state that the insurer waives all rights of subrogation against the CITY and OCFA, and their respective officers, officials, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR under this Agreement.

D. All insurance coverages 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 OCFA on or before the Effective Date of this Agreement, and to thereafter maintain current endorsements on file with CITY and OCFA. The completed endorsements and certificates of insurance are subject to the approval of CITY and OCFA.

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

F. CITY or OCFA 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 and/or OCFA, the insurance provisions in this Agreement do not provide adequate protection for the CITY and/or OCFA, the CITY and/or OCFA 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 OCFA’s requirements shall not be unreasonable, but shall be adequate in the sole opinion of the CITY and OCFA to protect against the kind and nature of risks which exists at the time a change of insurance is required, or thereafter.

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

**9. Indemnification**

CONTRACTOR agrees to defend, indemnify, hold free and harmless the CITY and OCFA, and their respective officers, officials, agents, employees and volunteers, at CONTRACTOR's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the CITY or OCFA, or their respective officers, officials, agents, employees or volunteers, arising out of the performance of the CONTRACTOR, its employees, agents and/or authorized subcontractors, of the work undertaken pursuant to the Agreement, specifically including but not limited to the Emergency Transportation Services.

The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, agents and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, agents and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY or OCFA, or their respective officers, officials, agents, employees or volunteers, based upon the work performed by the CONTRACTOR, its employees, agents and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, agents and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the CITY or OCFA for claims, actions, complaints or suits arising out of the sole negligence or willful misconduct of the CITY or OCFA.

**10. Compliance with RFP Requirements for Operations, Personnel and Safety.**

Without limiting Contractor's duty to comply with other requirements of the RFP, Contractor understands that throughout the Term of this Agreement Contractor must remain in full compliance with the terms, conditions and requirements in each of the following sections of the RFP:

- A. Section IV of the RFP, entitled "Operational Standards, Procedures and Performance Requirements."
- B. Section V of the RFP, entitled "Personnel Rules and Requirements."
- C. Section VI of the RFP, entitled "Personal Safety Equipment."

The failure of Contractor to abide by any of the requirements set forth in Sections listed above will be considered a breach of this Agreement, and will be grounds for termination.

**11. Assignment.**

- A. Except as provided herein, Contractor may not delegate, transfer 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 and not for 180 days after the formal contract award. Any such assignment or

transfer without the prior written consent of the City shall be void, the attempted assignment shall constitute a breach of the Contract.

B. For purposes of this section, the following will be considered to be a “transfer” or “assignment”:

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.

## **12. Audits and Inspections.**

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 Agreement. The CITY may audit, examine, and copy any and all CONTRACTOR records pertaining to their performance of the Agreement, 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 Agreement will be restricted to normal business hours and reasonable notice shall be given to CONTRACTOR in advance of such inspection.

## **13. Independent Contractor.**

A. In the performance of this Agreement, CONTRACTOR shall be acting in an independent capacity from the CITY and OCFA, and not as an agent, employee, partner, or pursuant to any kind of joint venture or partnership with the CITY or OCFA. The parties understand and agree that CONTRACTOR, its officers, agents and employees (which term specifically includes, but is not limited to, the Transportation Personnel) are not employees of the CITY, the County, or OCFA, and are not entitled to any of the rights, benefits, or privileges of CITY, County, or OCFA employees including, but not limited to, medical, unemployment, or workers’ compensation insurance.

B. Neither the County, the CITY or OCFA, or any of their respective officers, elected officials, agents, representatives, or employees, shall have any control over the conduct of CONTRACTOR's agent's and employees except as specifically set forth in the Contract Documents. Under no circumstances shall CONTRACTOR or any of its agents or employees represent that they are in any manner agents or employees of the CITY, County or OCFA, it being understood that CONTRACTOR its agents and employees are as to the CITY, County and OCFA, wholly independent contractors and that CONTRACTOR's obligations to the CITY and OCFA are solely those prescribed by the Contract Documents.

C. CITY, the County, and OCFA 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's employees and agents performing Emergency Transportation Services under this Agreement, specifically including but not limited to the Transportation Personnel. CONTRACTOR further acknowledges and agrees that the CITY, the County, and OCFA have no responsibility whatsoever for the filing of any employer related documentation (tax forms, payroll, or otherwise) with the federal, state or local governmental authorities, concerning those persons CONTRACTOR assigns to perform Emergency Transportation Services under this Agreement. The preparation and filing of all employee related documentation shall be the sole responsibility of CONTRACTOR.

#### **14. 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 Term of this Agreement.

#### **15. 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 Transportation Services, and to otherwise satisfy all of the terms and conditions set forth in the Contract Documents at all times during the Term of this Agreement. Except where it may be specifically permitted in the Agreement, CONTRACTOR may not use any outside ambulance service providers or other resources to satisfy its obligations to provide Emergency Transportation 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 Agreement, and any additional cost incurred shall not be charged to the County, CITY or OCFA.

#### **16. 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.

## **17. Insolvency**

CONTRACTOR shall not, without the prior written consent of the Westminster 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 material breach of this Agreement by CONTRACTOR, and all property, equipment or materials assigned by OCFA, 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 OCFA. Following the occurrence of any such event, the Westminster City Manager may assign such property, equipment or materials to another Emergency Transportation Services provider, in the CITY's sole discretion.

## **18. Familiarity With Work**

By execution of this Agreement, CONTRACTOR warrants that:

- A. It has thoroughly investigated and considered the Emergency Transportation Services to be performed;
- B. It possesses any and all licenses which are required under relevant local, State, or Federal law to perform the Emergency Transportation Services contemplated by this Agreement, and shall maintain all appropriate licenses during the performance of this Agreement.
- C. It has expertise in the provision of Emergency Transportation Services as that term is defined in this Agreement;
- D. It carefully considered how the Emergency Transportation Services should be performed; and
- E. It fully understands the difficulties and restrictions attending the performance of the Emergency Transportation Services under this Agreement.

## **19. Validity**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

## **20. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

## **21. Entire Agreement**

This Agreement supersedes any and all other agreements whether oral or written, between the parties hereto with respect to the subject matter hereof, and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this



Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

**26. 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 Term of the Agreement.

**27. Legal Action**

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy and default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**28. Amendment**

This Agreement may be amended only by the written mutual consent of CITY and CONTRACTOR; provided, however, that OCFA approval is required to amend the OCFA agreement.

**29. Additional Services**

CONTRACTOR shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services are approved in writing by CITY prior to CONTRACTOR performing the additional services. It is specifically understood that oral requests or approvals of such additional services, change orders, or additional compensation, and any approvals from the CITY, shall be barred and are unenforceable.

**30. Counterparts**

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

**31. Corporate Authority**

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so the Parties hereto are formally bound to the provisions of this Agreement.

**[SIGNATURES TO FOLLOW ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all formalities required by law on the respective dates set forth opposite their signatures.

“CONTRACTOR”

By: \_\_\_\_\_  
Title

“CITY”  
THE CITY OF WESTMINSTER  
a public agency

By: \_\_\_\_\_  
Mitch Waller, City Manager

ATTEST:

By: \_\_\_\_\_  
Robin Roberts, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Richard Jones, City Attorney



*City of Westminster*

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**ATTACHMENT NO. 2**

**PROPOSED AGREEMENT WITH OCFA (PENDING)**

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**ATTACHMENT NO. 3**

**OCFA ET HANDBOOK (PENDING)**