

**CITY OF COSTA MESA  
REQUEST FOR PROPOSALS  
FOR EMERGENCY AMBULANCE  
AND PATIENT BILLING SERVICES**



**CITY RFP #:** 1117  
**PRINT DATE:** October 15, 2007  
**ISSUE DATE:** November 19, 2007

*ALL QUESTIONS AND COMMENTS SHOULD BE DIRECTED TO:*

Larry Grihalva, J.D., MICP  
Emergency Medical Services Coordinator  
Costa Mesa Fire Department  
77 Fair Drive  
Costa Mesa, CA 92626  
714 754 5155 - OFFICE  
714 754 4944 - FAX  
[lgrihalva@ci.costamesa.ca.us](mailto:lgrihalva@ci.costamesa.ca.us)

## TABLE OF CONTENTS

<b>I.</b>	<b>INTRODUCTION</b>	
A.	AUTHORITY	3
B.	MISSION	3
C.	PHILOSOPHY	3
D.	TERMINOLOGY	4
<b>II.</b>	<b>COMPETITIVE PROCESS</b>	
A.	SCHEDULE OF EVENTS	5
B.	GENERAL INFORMATION	6
C.	PROPOSAL SUBMISSION	8
D.	PROPOSAL EVALUATION	9
<b>III.</b>	<b>PROPOSAL REQUIREMENTS</b>	
A.	GENERAL	11
B.	FORMAT	11
C.	STATEMENTS	11
D.	ATTACHMENTS	12
<b>IV.</b>	<b>ADMINISTRATIVE CONTRACT REQUIREMENTS</b>	
A.	GENERAL	13
B.	INSURANCE	14
C.	MAJOR BREACH	16
<b>V.</b>	<b>EMERGENCY AMBULANCE SERVICE CONTRACT REQUIREMENTS</b>	
A.	GENERAL	17
B.	APPARATUS	20
C.	FACILITIES	22
D.	PERSONNEL	23
E.	OPERATIONS	28
<b>VI.</b>	<b>PATIENT BILLING SERVICE CONTRACT REQUIREMENTS</b>	
A.	PRINCIPLES	32
B.	SERVICES	32
<b>VII.</b>	<b>APPENDIX</b>	
A.	COSTA MESA FIRE DEPARTMENT EMS OVERVIEW	34
B.	PROPOSAL SUBMISSION FORM	38
C.	STATEMENT OF UNDERSTANDING & VERACITY	48
D.	NON-COLLUSION AFFIDAVIT	49
E.	HOLD HARMLESS & INDEMNIFICATION AGREEMENT	50
F.	AUDIT AUTHORIZATION STATEMENT	51

## I. INTRODUCTION

### A. AUTHORITY

This Request for Proposals (RFP) was authorized by the Fire Chief of the Costa Mesa Fire Department (CMFD), pursuant to California Health & Safety Code Division 2.5, Section 1797.224, and according to California EMS Authority Policy Publication #141, for the purpose of selecting an Orange County-licensed ambulance provider agency to contract with the City of Costa Mesa for the provision of emergency ambulance and patient billing services for a 2-year period, beginning on or about May 1, 2008 (the actual start date of the contract period will depend on the prevailing proposer's start-up needs).

### B. MISSION

The Costa Mesa Fire Department (CMFD) performs three core functions for the citizens of Costa Mesa: Fire Suppression, Fire Prevention, and Emergency Medical Services (EMS). The primary mission of CMFD EMS is to optimize patient outcome by providing superior quality prehospital care in a proficient and compassionate manner. In furtherance of this mission, it is imperative that all aspects of the Costa Mesa EMS system and the patient "continuum of care" function as effectively and as efficiently as possible. The transportation of patients suffering medical emergencies from the incident scene to the appropriate paramedic receiving center is one of the most critical aspects of the EMS system and continuum of care. Therefore, all requirements and conditions listed in this document are written with the specific intent to ensure the most optimal emergency ambulance transportation system possible within the parameters prescribed to the Fire Department.

### C. PHILOSOPHY

This RFP is an official and legal document written by CMFD in our solemn role as advocates and protectors of the citizens of Costa Mesa. It is important to know that, despite the strict standards and requirements enumerated, it is our sincere desire and intent to work with the prevailing ambulance provider agency in the spirit of friendship, cooperation, and mutual respect, and with sensitivity to its needs, interests, and concerns, as we strive together to provide the highest quality prehospital care possible.

## D. TERMINOLOGY

The following terminology and definitions were chosen or created solely for use in this RFP document, and therefore may be inconsistent with how they are used and/or defined elsewhere. It is recommended that all terminology and definitions be reviewed and understood before attempting to read this document.

**ALS** – Advanced Life Support. Only Paramedics are authorized to provide this higher level of care.

**BLS** – Basic Life Support. Both EMTs and Paramedics can provide this level of care.

**CITY** – The municipal government agency that humbly and proudly serves the City of Costa Mesa.

**CMAO** – Costa Mesa Ambulance Operator. An Emergency Medical Technician (EMT) employed by Contractor who is assigned to a CMFD ambulance and has completed his/her CMFD orientation.

**CMCC** – Costa Mesa Communications (dispatch) Center.

**CMFD** – Costa Mesa Fire Department.

**CMFD AMBULANCE** – An ambulance provided by Contractor pursuant to the provisions of this RFP dedicated for CMFD EMS responses.

**CONTRACTOR** – The ambulance provider agency that is selected and awarded a contract. Used interchangeably and synonymously with “Proposer” depending on the specific context in which it is being used.

**EMSC** – The CMFD Emergency Medical Services Coordinator.

**EMT** – Emergency Medical Technician. Certified at the county level to provide BLS level care.

**MICP** – Mobile Intensive Care Paramedic. State licensed and county accredited to provide BLS and ALS level care.

**OCEMSA** – Orange County Emergency Medical Services Agency.

**PROPOSER** – An ambulance provider agency that submits a proposal and competes in the RFP process. Used interchangeably and synonymously with “Contractor” depending on the specific context in which it is being used.

**RFP** – The “City of Costa Mesa Request for Proposals for Emergency Ambulance & Patient Billing Services” (i.e., this document).

**PROPOSAL** – The official response to this RFP by an ambulance provider agency that is competing in the RFP process. This term usually refers to the “Proposal Submission Form/Questionnaire” that contains a proposer’s formal written responses to the interrogatories. However, it may also refer more broadly to all statements, materials, and actions by a proposer as part of the official RFP process (e.g., Oral Presentation statements, compliance with RFP process procedural requirements).

## II. COMPETITIVE PROCESS

### A. SCHEDULE OF EVENTS

The following schedule shows the planned event sequence of the RFP process. All dates, times, and locations are subject to change. All proposers will be notified of any changes. The contract commencement date is only an estimate: The actual commencement date of the contract period will be mutually agreed upon by the City and the prevailing Proposer.

EVENT	DATE	TIME	LOCATION
RFP ISSUANCE & FORMAL NOTICE	November 19, 2007	Noon	----
PROPOSER PRE-SUBMISSION CONFERENCE	December 6, 2007	2:00 - 4:00 pm	Costa Mesa City Hall Council Chambers
PROPOSAL SUBMISSION DEADLINE	January 16, 2008	2:00 pm	Costa Mesa City Hall City Clerk's Office
PUBLIC PROPOSAL PACKAGE OPENING	January 16, 2008	2:00 - 4:00 pm	Costa Mesa City Hall City Clerk's Office
EVALUATION PANEL REVIEW PROCESS	January 17, 2008 - February 22, 2008	----	----
PROPOSER ORAL PRESENTATIONS	February 7, 2008	To Be Announced	Costa Mesa City Hall 5 <sup>th</sup> Floor Conference Room
EVALUATION PANEL COMPLETION DEADLINE	February 22, 2008	----	----
COUNCIL APPROVAL / CONTRACT AWARD	March 4, 2008	5:00 - 8:00 pm	Costa Mesa City Hall Council Chambers
PUBLIC PROPOSAL REVIEW	March 5, 2008	1:00 - 4:00 pm	Costa Mesa City Hall 1 <sup>st</sup> Floor Conference Room
COUNCIL APPROVAL OF CONTRACT	April 1, 2008	5:00 - 8:00 pm	Costa Mesa City Hall Council Chambers
COMMENCEMENT OF CONTRACT PERIOD	May 1, 2008	7:30 am	----

## B. GENERAL INFORMATION

1. **Purpose** – The City's goal is to determine which ambulance provider agency would comport best with Costa Mesa's EMS system, and provide the most effective and efficient emergency ground ambulance and patient billing services. The purpose of this RFP document is to delineate specific contractual requirements and performance expectations for those ambulance provider agencies that wish to compete in the RFP process, and to explain the substantive and procedural requirements and rules regarding how to compete in the process. All information and forms necessary to compete in the RFP process are contained in this document.
2. **Geographical Service Area** – The geographical service area that this RFP covers is defined by the political boundaries of the City of Costa Mesa, Orange County, California, with the caveats that CMFD-dedicated ambulances: 1) will be required to transport patients to paramedic receiving center hospitals outside of Costa Mesa city limits according to county EMS protocols; and 2) may be utilized by CMFD, at its sole discretion, for mutual/automatic aid purposes with neighboring fire department jurisdictions.
3. **Eligibility** – Any individual or legal entity, private or public, that is licensed by the Orange County Emergency Medical Services Agency to provide emergency ground ambulance services, may submit a proposal and compete in the RFP process. Only those proposals consistent with, and meeting the requirements of this RFP, will be evaluated and considered for award of the contract. Proposers are required to carefully examine the requirements of this RFP, thoroughly consider all aspects of the work and services to be performed and the conditions and circumstances to be encountered, and fully investigate, evaluate, and assess all facts and information necessary to make an informed and prudent decision regarding Proposer's ability and desire to participate in the RFP process. Submission of a proposal shall be considered prima facie evidence that Proposer has made such examination, consideration, and investigation.
4. **Communications** – During the RFP process, questions, comments, and all other RFP-related communications must be in written form (e-mail preferred) and directed to the EMS Coordinator (see cover page for contact information). Proposers must and shall ensure that all inter-agency communications comply with the Fair & Ethical Competition Policy (see below). The only time that questions will be answered regarding the RFP is during the Proposer Conference. All previously received written questions will be answered during the conference. This policy will help ensure that all proposers receive the same information.
5. **Fair & Ethical Competition Policy** – It is imperative that all proposers have a fair and equal opportunity to compete for the contract. Accordingly, after this RFP has been issued, no proposer may attempt to contact or communicate with, either directly or indirectly or via a third party, any Evaluation Panel Member, any City Council Member, or any City employee other than the EMS Coordinator or City Attorney, to discuss anything related to the RFP process, future contract, or any aspect of Costa Mesa's EMS system. Similarly, no proposer may, outside of scheduled RFP events or situations permitted by the terms of this RFP, attempt to influence or persuade, or in any way cause to be influenced or persuaded (e.g., by using a lobbyist), any of the above mentioned persons. Any proposer who violates either the letter or spirit of this rule will be eliminated from the competition and barred from participating in the RFP process with prejudice. This rule does not apply when proposers are contacted by the EMS Coordinator, any Evaluation Panel Member, any City Council Member, or any other City employee acting under the authority, and in the legitimate furtherance of, the RFP process.

6. **RFP Issuance & Formal Notice** – This RFP will be announced in the Orange County Register and Los Angeles Times. In addition, all Orange County fire departments and potential private ambulance company proposers (i.e., all ambulance provider agencies currently licensed by the Orange County EMS Agency) will be contacted and informed when the RFP will be officially issued.
7. **Public Proposal Review** – All proposal material, with the exception of designated Proprietary Information, will be made available for public review after the contract has been awarded.
8. **Contract Award Notification** – The City Council will announce its decision by a public vote at a regularly scheduled City Council meeting. All proposers will be sent written confirmation of the decision. The prevailing proposer will meet with the Fire Chief, Deputy Chief, EMS Coordinator, and City Attorney at a mutually agreeable time to finalize all contractual obligations and terms.
9. **RFP Process Expenses** – This RFP does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All expenses associated with preparing for and participating in the RFP process, and all expenses that are necessary to comply with any requirement in the RFP, are the sole responsibility of Proposer.
10. **Protest & Appeals** – Any protest or appeal of the award of the contract must be in writing and received by the City Council within twenty-one (21) days of the City Council's decision. The written communication must list the specific areas of protest and suggested remedy(s). The decision of the City Council on any protest or appeal shall be final.
11. **Proposer Pre-Submission Conference** – All proposers are required to attend a mandatory pre-submission conference, the purpose for which will be:
  - a. To answer any questions regarding this RFP or the RFP process.
  - b. To explain the rationale behind any of the RFP requirements.
  - c. To receive suggestions from proposers for modifying the requirements of this RFP before the submission of proposals.
  - d. To review the overall goals and expectations of the City of Costa Mesa regarding this RFP.
  - e. To respond to questions previously submitted in writing. These questions and their answers will be in writing and made public at the conference.

All pre-Proposer Conference questions and answers, and all question and answers made during the Proposer Conference, will be put in writing and mailed to all proposers. Questions submitted after the Proposer Conference will not be answered, though the City shall reserve the right to answer post-Proposer Conference questions should it determine, in its sole discretion, that such information is necessary to ensure an effective and fair RFP process. In such an event, both the question and answer will be put in writing and mailed to all proposers.
12. **Errors & Omissions** – Proposers will not be allowed to take advantage of any errors and/or omissions regarding any of the requirements delineated in this RFP or any of the specifications submitted in the proposal. The City will be the sole determiner of resolution. Full instructions will be provided when errors or omissions are discovered.

## C. PROPOSAL SUBMISSION

1. **Deadline** – For a proposal to be considered, it must be **received** by the City Clerk at Costa Mesa City Hall (77 Fair Drive) no later than 2:00 pm on January 16, 2008. Proposals received after the deadline will be returned unopened and not be considered.
2. **Required Contents** – For a proposal to be considered properly submitted, it must include the specific items, and be packaged, as follows:
  - a. Original proposal hardcopy, on 100% recycled white paper, including any attachments, contained in a 3-ring binder that has a clear front cover slot for insertion of a title sheet, on which must be clearly written: 1) Proposal title; 2) Proposer identification (agency name and address); 3) Contact person information (name, telephone number, and e-mail address).
  - b. Four (4) copies of the proposal and any attachments that meet the same requirements and parameters as specified in “a” above.
  - c. (If applicable) Original proprietary information hardcopy, on 100% recycled light yellow paper, contained in a 3-ring binder that has a clear front cover slot for insertion of a title sheet, on which must be clearly written: 1) Proposal title; 2) Proposer identification (agency name and address); 3) Contact person information (name, telephone number, and e-mail address); and 4) Clearly labeled with the words “Proprietary Information.”
  - d. (If applicable) Four (4) copies of the proprietary information and any attachments that meet the same requirements and parameters as specified in “c” above.
  - e. All of the above, contained in a sealed package that includes Proposer’s agency name in the return address, and that is addressed to:

COSTA MESA CITY CLERK  
AMBULANCE RFP #1117  
77 FAIR DRIVE  
COSTA MESA, CA, 92626
3. **Receipt Procedure** – Proposals received before the deadline will be time stamped and secured (unopened) by the City Clerk. The City Clerk will maintain a record that documents the date and time of each received proposal package. The date and time of receipt will also be clearly marked on the proposal package. Proposals received after the deadline will be returned unopened and will not be considered.
4. **Property Declaration** – All proposal documents and materials submitted will become the property of the City.
5. **Public Proposal Package Opening** – On January 16, 2008, from 2:00 - 4:00 pm, at the City Clerk’s Office, the City Clerk and EMS Coordinator will open all proposal packages submitted before the deadline. Upon opening each proposal package, the City Clerk will state aloud: 1) Proposer agency name; 2) RFP number; 3) Date of receipt. The City Clerk, together with the EMS Coordinator, will then inspect the contents to ensure all required items are included. The City Clerk will then state aloud “Accepted” to indicate that the proposal was complete and properly submitted, or “Rejected” if it was not. The City Clerk will record Proposer’s name and whether or not it was accepted or rejected. This record will be made available for public review.
6. **Proprietary Information** – In accordance with the California Public Records Act, the City will endeavor to maintain the confidentiality of all information that is designated as proprietary (See “Required Contents,” above). Should a request for disclosure of proprietary information be made, the City will notify Proposer, who can then pursue all appropriate actions to maintain confidentiality at Proposer’s sole expense.

7. **Proposal Withdrawal** – Proposer may withdraw the proposal at any time before the proposal has been officially opened at the Public Proposal Opening. Proposal withdrawal will be subject to the verification of the requestor's identity and completion of a signed receipt for the proposal package.
8. **Proposal Rejection**
  - a. The City reserves the right, at its sole discretion, to reject all proposals and terminate the RFP process at any time prior to award of contract should it determine that it is in the best interest of the City to do so. If the RFP process is terminated, the City will notify all proposers in writing and refund all proposal deposits.
  - b. The City reserves the right, at its sole discretion, to reject any proposal that fails to comply with any substantive or procedural requirement or condition specified in this RFP, or for any reason identified by the City as creating a hindrance to the objective evaluation of such proposal.
  - c. The City reserves the right to waive, or permit Proposer to correct and re-submit without prejudice, any minor irregularities, defects, variations, or informalities that are merely a matter of form rather than substance, and/or are inconsequential relative to the scope of the services to be provided.
  - d. Proposers whose proposal is rejected for any reason will be notified in writing of the rejection and the specific reason(s) for the rejection. Rejected means that a proposal was not evaluated in the competitive process: It does not refer to proposals that were evaluated but not chosen.
9. **Proposal Life** – All validly submitted proposals will remain in effect until a formal Agreement has been made and signed between the City and the prevailing Proposer.

#### D. PROPOSAL EVALUATION

1. **Evaluation Panel** – All proposals that satisfy the requirements specified in this RFP will be reviewed and assessed by an Evaluation Panel that will be selected and coordinated by the EMS Coordinator, with the approval and consensus of the Deputy Chief, Fire Chief, and City Manager. The panel will likely include the following members:
  - a. CMFD Chief Officer
  - b. CMFD Officer (former paramedic)
  - c. CMFD Member (current or former paramedic)
  - d. CMFD Firefighter/Paramedic (current paramedic assignment)
  - e. Costa Mesa Communications Center Representative
  - f. Costa Mesa Finance Department Representative
  - g. Costa Mesa Fleet Maintenance Representative
  - h. Hoag Hospital Base Station Representative
2. **Evaluation Criteria** – The Evaluation Panel will assess and rate each proposal according to the following point system, with a maximum of 500 points available:

a. TRAINING / CONTINUING EDUCATION	0 – 125 POINTS
b. CARE / TRANSPORT SYSTEM DESIGN	0 – 100 POINTS
c. OPERATIONAL SYSTEMS	0 – 75 POINTS
d. EXPERIENCE	0 – 50 POINTS
e. VEHICLE MAINTENANCE & RECORDS	0 – 50 POINTS
f. PATIENT BILLING SYSTEMS	0 – 50 POINTS
g. FINANCIAL ANALYSIS	0 – 50 POINTS

3. **Proposer Oral Presentations** – All eligible proposers will be invited to make a private oral presentation before the Evaluation Panel.
  - a. Each proposer will have 30 minutes to make an oral presentation, after which Panel members will pose any questions they might have.
  - b. During the presentation, Panel members may interrupt if clarification is needed.
  - c. Additional time may be allotted at the discretion of the panel.
  - d. Each presentation will be recorded by video. The video will be made available to the public during the Public Proposal Review.
4. **Departmental Analyses** – The City's Finance Department will review audited finance records. The City's Fleet Maintenance Department will conduct an audit of vehicle specifications, maintenance, and scheduling procedures. The Fire Department will review the proposed operational systems. Each Department will score the submissions for their respective category according to the rating criteria and will provide a summary of the individual scoring to the panel for review.
5. **Third Party Information** – The City may solicit information from any individual or organization that has, or may have, knowledge of, and/or experience with, Proposer's services (e.g., governmental agencies, hospitals, consumer groups).
6. **Proposer Selection** – The EMS Coordinator will forward the Evaluation Panel's recommendations, along with the various departmental evaluations, to the Fire Chief and Deputy Chief for compilation, review and assessment. The Fire Chief and City Manager will then submit a staff report with a recommendation to the City Council for consideration. The City Council may consider public input from any interested party before making a final decision. The City Council will have the discretion to approve the staff recommendation, select a different proposer, or reject all proposals. The City Council's decision will be final unless an appeal is filed (see above).

### III. PROPOSAL REQUIREMENTS

#### A. GENERAL

1. **Submission Package: Required Contents** – See Section II, “Proposal Submission, Required Contents.”
2. **Optional Cover Letter** – Proposer may include a cover letter containing information that Proposer considers relevant to the evaluation, but that was not specifically asked for in the Proposal Submission Form. The cover letter shall not exceed two (2) pages.

#### B. FORMAT

1. **Standardization** – To better ensure a fair comparison of competing proposals, and to facilitate the evaluation process, Proposer must strictly follow the structure and sequence of the Proposal Submission Form, using the same Table of Contents, titles, and numbering system for the sections as well as for the individual interrogatories.

#### C. STATEMENTS

1. **Responses** – The proposal must include written responses to all interrogatories listed on the Proposal Submission Form
2. **Legal Compliance** – The proposal must contain a statement confirming that Proposer will ensure compliance with all applicable federal, state, and local laws and protocols, including, but not limited to:
  - a. California Health & Safety Code, Division 2.5
  - b. California Code of Regulations, Title 22, Division 9, Chapter 2
  - c. Orange County Ambulance Rules & Regulations (O.C. Ordinance No. 3517)
  - d. Orange County EMS Agency Policies, Procedures, Treatment Guidelines
  - e. California Vehicle Code
  - f. City of Costa Mesa Municipal Code
  - g. Non-Collusion Affidavit
3. **References to Proprietary Information** – Proprietary information that Proposer wishes to keep confidential is not included in the main proposal but, rather, kept in a separate binder labeled “Proprietary Information” (See Section II, “Proposal Submission, Required Contents.”) Therefore, the proposal must include references to such information where appropriate so that reviewers know where to find it.
4. **Veracity Affirmation** – The proposal must include a statement to the effect that all statements in the proposal are true, which shall constitute a warranty, the falsity of which will entitle the City of Costa Mesa to pursue any remedy authorized by law, which shall include the right, at the option of the City, of declaring any contract made as a result thereof to be void. (Appendix C)
5. **Understanding & Acceptance** – The proposal must contain the following statement: “We have thoroughly reviewed and studied “City of Costa Mesa Request for Proposals for Emergency Ambulance & Patient Billing Services.” We fully understand the letter, intent, and rationale of all provisions. We accept and will comply with all requirements, terms, and conditions specified for the duration of the contract period to meet the expectations of the Costa Mesa Fire Department.” (Appendix C)
6. **Future Information Requests** – The proposal must contain a statement that Proposer will provide the City of Costa Mesa any further information requested for the accurate assessment of Proposer’s qualifications and ability to perform the proposed services and meet all requirements and expectations. (Appendix F)

## D. ATTACHMENTS

The following must be attached to the proposal for it to be deemed complete and responsive:

1. **Non-Collusion Affidavit** (Appendix D)
2. **Hold Harmless & Indemnification Agreement** (Appendix E)
3. **Audit Authorization Statement** (Appendix F) – A letter granting the appropriate City of Costa Mesa representatives permission to audit all documents and records identified or referred to by Proposer, either in writing or orally, at any time during the RFP process in furtherance of Proposer's efforts to be awarded a contract.
4. **\$500 Proposal Deposit** – A \$500 deposit, in the form of a cashier or certified check, payable to: "City of Costa Mesa." Proposer may obtain a full refund at anytime before the Public Proposal Opening by properly withdrawing from the RFP process. Proposal withdrawal after the Public Proposal Opening will cause the deposit to be forfeited by Proposer.
5. **Proof of Insurance** – Insurance Company Letter, or Certificate(s) of Insurance (See Section IV, B, "Insurance Requirements.") Alternate forms of insurance that meet the Insurance Requirements must be approved by the City prior to the submission deadline, and then submitted with the Proposal.

## IV. ADMINISTRATIVE CONTRACT REQUIREMENTS

### A. GENERAL

1. **Contract Formation** – The prevailing proposer will be required to enter into a formal written Agreement with the City containing provisions that will delineate the obligations and liabilities of both parties, and will serve to ensure accountability by both parties. The City expressly reserves the right to add, remove, or modify provisions contained in this RFP. This RFP lists, in various places, some of the requirements that are anticipated to be part of the written Agreement between the City and Contractor, with the intent to provide all proposers the most accurate and comprehensive perspective and understanding of expectations that is possible at this time. The actual contract may or may not include requirements listed in this RFP, and those requirements listed in this RFP that are included in the actual contract may be modified.
2. **Contract Period** – The contract period will be for two (2) years, beginning on or before May 1, 2008 (estimated). The actual start date will be determined by Contractor's proposed "Start Date." On the start date, Contractor will assume full responsibility for the provision of all emergency ground ambulance services and patient billing services within and for the City of Costa Mesa.
3. **Contract Expiration** – The contract will automatically expire at midnight, two (2) years from the day that the contract period began unless renewed by an affirmative act by the Fire Chief as described below.
4. **Contract Renewal** – Contractor may apply for up to three (3) 1-year contract renewals after the initial 2-year period has ended. Contract renewal requests will be granted provided only that all of the following conditions are met:
  - a. Contractor's request for renewal is submitted at least three (3) months before the expiration date of the agreement.
  - b. Contractor's request for renewal is accompanied by documentation that services rendered were done in a proficient, professional, and courteous manner.
  - c. The Fire Chief and City Manager recommend renewal of the contract.
5. **Annual Review** – CMFD will formally review Contractor's performance on an annual basis to assess contract compliance, address any concerns, ascertain if there are any aspects warranting improvement, and modify the Agreement as necessary to ensure the continued and acceptable performance of Contractor.
6. **Independent Contractor** – Contractor is at all times an independent contractor and shall not in any way be considered to be an officer, agent, representative, or employee of the City of Costa Mesa.
7. **Non-Transferable Agreement** – Contractor may not delegate or assign the rights or obligations hereunder, either in whole or in part, without prior written consent of the City. Any such assignment or delegation, or attempted assignment or delegation, in violation of this requirement shall void the Agreement. A transfer by any shareholder of greater than ten percent (10%) of the stock currently issued by Contractor, or a sale or transfer of over twenty five percent (25%) of the assets of Contractor, will be deemed an assignment. 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.
8. **Terminability** – The City Council reserves the right to terminate the contract, with or without cause, for budgetary or policy purposes unrelated to performance, by giving Contractor thirty (30) days written notice. Contractor must give the City a minimum of 90 days written notice should it decide to terminate the contract prior to the expiration date.

9. **Jurisdiction** – The contract will be administered and interpreted under the laws of the State of California, the courts of which will have jurisdiction over any litigation that may arise from the contract.
10. **Effect of Voided Terms** – If any part of the contract is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the contract shall remain in full force and effect.

## **B. INSURANCE REQUIREMENTS**

The contract will contain the following insurance-related provisions. The proposal must include a written statement from Proposer's insurance company that confirms Proposer will be able to comply with the requirements listed below. If Proposer already has coverage that meets all requirements, then Proposer should submit a certificate of insurance that provides evidence of such coverage.

1. Contractor shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with products, materials or services supplied to the City. Contractor shall provide current evidence of the required insurance in a form acceptable to the City and shall provide replacement evidence for any required insurance that expires prior to the completion, expiration, or termination of this Agreement.
2. Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained within the Agreement or the extent to which Contractor may be held responsible for payments of claims or losses resulting from damage to persons or property.
3. The City will have the right to review at any time the coverage, form, and limits of insurance required herein. If, in the sole and absolute discretion of the City, the insurance provisions in this Agreement do not provide adequate protection for the City, the City will 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 requirements will not be unreasonable, but will be adequate in the sole opinion of the City to protect against the kind and nature of risks which exist at the time a change of insurance is required, or thereafter.
4. Contractor shall provide the City certificates of insurance with the original signatures of authorized agents and that include insurers' names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, Contractor shall provide certified copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by the City before services commence. The City reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.
5. **Commercial General Liability Insurance** – with a limit not less than \$3,000,000 per occurrence. If policy carries an annual aggregate, it shall apply separately to this agreement or shall be in an amount not less than \$6,000,000 per occurrence.
6. **Business Automobile Liability Insurance** – with a limit not less than \$3,000,000 per occurrence, covering owned, non-owned, and hired vehicles. If policy carries an annual aggregate, it shall apply separately to this agreement or shall be in an amount not less than \$6,000,000 per occurrence.

7. **Ambulance Medical Malpractice Insurance** – with a limit of not less than \$3,000,000 per policy term. If policy carries an annual aggregate, it shall apply separately to this agreement or 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. 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.
8. If the Ambulance Medical Malpractice policy is written as a “claims made” policy, the retro date shall be prior to the first day of service under this agreement. Furthermore, Contractor shall maintain such coverage, including coverage for “prior acts,” for three (3) consecutive years following termination of this agreement and, thereafter, submit annual evidence of continued coverage. Additionally, Contractor shall provide certified copies of the claims reporting requirements contained within any policy secured to meet this requirement.
9. 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(s) shall be amended (by appropriate ISO endorsements) so that the policy limits apply solely to this contract.
10. The above-required liability insurance shall be in a form which supports coverage for the provisions of the indemnification clause required under this contract, including a claim brought against the City for the injury to, or death of, an employee or agent of Proposer.
11. **Workers Compensation & Employer Liability Insurance** – in a statutory amount for workers compensation, and in an amount not less than \$1,000,000 for employer liability. Such insurance shall contain a waiver-of-subrogation clause in favor of the City, its officers, officials, and employees.
12. In the event of a claim(s) against any of the above-referenced liability policies that is reasonably expected to deplete one-half or more of the aggregate limits, Proposer shall immediately notify the City. In the event of a claim(s) against the above-referenced liability policies that is reasonably expected to deplete 90% of the aggregate limits, Proposer shall, at Proposer’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.
13. All required insurance shall be written by insurers admitted to do business in the State of California, and maintaining a Best’s rating of no less than B6.
14. No required insurance 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, which will have the sole and absolute discretion to grant or deny such consent.
15. All insurance policies required herein shall be endorsed to state that coverage shall not be cancelled, reduced, or limited, except after thirty (30) days prior written notice to the City by certified mail, return receipt requested.
16. The liability policies required herein, except for professional liability and employer liability, shall, by endorsement, contain the following provisions:
  - a. “The City, its elected and appointed officials, officers, employees, and volunteers, are to be covered as additional insureds with respect to liability arising out of services or operations performed by or on behalf of Contractor, or with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor.”

- b. "This insurance shall be primary insurance as concerns the City, its elected officials, officers, employees and volunteers, and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the City, its elected officials, officers, employees and volunteers shall be excess of this insurance and shall not contribute with it."

### **C. MAJOR BREACH**

The Agreement will contain examples of conditions and circumstances that would constitute a major material breach by Contractor. Examples of such conditions/circumstances include, but are not limited to:

1. Failure of ambulance personnel to demonstrate competency in any BLS skill or subject, with safe and proper ambulance operation, or with the use of any equipment or supply item in the ambulance inventory.
2. Failure of Contractor, its agents, officers, or employees to maintain the education, training, and certification standards specified in this RFP, including failure to renew a required credential by the expiration date, and failure to maintain adequate records of the education, training, and certification status of all ambulance personnel.
3. Contractor actions that cause ambulance personnel and/or CMFD to be out of compliance with OCEMSA Policies, Procedures, or Treatment Guidelines.
4. Any instance whereby ambulance personnel make an EMS (assessment, treatment, and/or transport) decision based in whole or part on the patient's ability or inability to pay or insurance status.
5. Willfully providing false or misleading information to, or withholding relevant information from, the City, CMFD, OCEMSA, or any other individual or organization that functions as a component of the Orange County EMS system, at any time during the RFP process or contract period.
6. Failure or refusal of Contractor to respond in a timely manner to any communication by the EMSC, or any CMFD Chief Officer, concerning the operation of the ambulance system in the City of Costa Mesa.
7. Contractor refusal to permit the EMSC, the on-duty Battalion Chief, any CMFD member designated by the Fire Chief, or any person designated by the City Manager, to inspect any facility, property, vehicles, or documentation/records used or available for use in the performance of contractual services and/or in the execution of contractual obligations.
8. Failure of Contractor to maintain all required vehicle maintenance schedules and records as proposed, including disruption of service due to failure to maintain ambulance maintenance schedule.
9. Transfer of ownership or interest in the company of more than ten percent (10%) or sale or transfer of twenty five percent (25%) of the company's assets without written permission from the City of Costa Mesa.

## V. EMERGENCY AMBULANCE SERVICE CONTRACT REQUIREMENTS

### A. GENERAL

1. **Overview** – Contractor shall provide three (3) primary/dedicated ambulances and one (1) reserve ambulance that are to be based at one or more stations strategically located in Costa Mesa. The 3 primary ambulances are dedicated solely for use by CMFD, and are to be dispatched only when CMCC contacts Contractor's dispatch center to request an ambulance. The reserve ambulance is the main backup for the dedicated ambulances when they are busy, but may also be used by Contractor for interfacility transports under certain conditions.\* The 3 dedicated and 1 reserve ambulance will be designated as "CMFD ambulances." The EMTs who Contractor assigns to staff CMFD ambulances will be known as "CMAOs" (Costa Mesa Ambulance Operators), which indicates they have satisfied certain selection criteria (see below) and have completed a CMFD orientation.  
  
\* Contractor may utilize the reserve ambulance for interfacility transports provided:  
1) there is at least one other dedicated ambulance available at the time the IFT begins (i.e., the time the IFT unit departs Costa Mesa for the IFT); 2) the IFT begins and ends within the boundaries of Beach Boulevard, Edinger Avenue, Culver Drive, Newport Coast Drive; and 3) Contractor's dispatch center notifies CMCC with estimated start and end times.
2. **Performance** – Contractor shall perform all contractual services in accordance with both the letter and spirit of all requirements, conditions, specifications, and other parameters delineated in the contract. All statements made and actions taken by Contractor in the execution of contractual obligations shall be done in a prudent, professional, and courteous manner that supports and/or advances CMFD's EMS mission of optimizing patient outcome by providing superior quality patient care with proficiency and compassion. Most important, Contractor decision making and conduct shall always be guided by and reflect only the highest ethical standards, comport with the principles of fairness and equal justice, and demonstrate respect and dignity for all human beings.
3. **Enforcement** – Lack of action or failure by the City to enforce any contractual obligations or require the strict performance of any contractual requirements, conditions, terms, or other parameters shall not in any way impair or limit the right of the City to avail itself of all available legal remedies that are appropriate for any given breach.
4. **Exclusivity Exception** – Contractor will be the exclusive provider of emergency ground ambulance services for CMFD except in exigent and extenuating circumstances when, in the sole discretion of appropriate CMFD personnel, it is in the patient's best interest to be transported by alternative means, which may include another ambulance company.
5. **Inter-Agency Communications**
  - a. CMFD EMS COORDINATOR – The EMSC will serve as the official liaison for CMFD, and will be responsible for overseeing Contractor's performance for, and under the authority of, the Deputy (Operations) Chief. As a general principle, Contractor communications to/with CMFD should be directed to/through the EMSC. The main exception to this is that Contractor should immediately and directly contact the on-duty Battalion Chief, via CMCC, to report any information relevant to shift operations.

- b. AMBULANCE COMPANY LIAISON – Contractor shall designate one person as its official liaison to CMFD who will serve as the primary contact and interface for the EMSC, and whose office shall be in Orange County, as close to Costa Mesa as practical. In order to foster inter-agency teamwork and EMS system efficiency, it is imperative that there be an outstanding working relationship and excellent communications between the EMSC and Contractor’s liaison. It is critical that the EMSC and liaison maintain an accurate and mutually consistent awareness and understanding of EMS system status in order to identify any operational concerns, potential issues, or actual problems as early as possible to prevent or minimize any negative effect they might have on the EMS system. Therefore, the EMSC and liaison should communicate frequently and routinely by telephone and e-mail, and should meet regularly (e.g., at least once per month) and as needed.
- c. FIELD SUPERVISOR – Contractor shall ensure that, during each 24 hour shift, there is a designated Field Supervisor, stationed within Costa Mesa or at another location within Orange County as close to Costa Mesa as practical, who is immediately available by mobile phone and/or 800 MHz radio to the on-duty Battalion Chief and EMSC at all times during the shift.

The Field Supervisor shall be able to respond to any incident within 20 minutes of being requested by the Battalion Chief (via CMCC) to help coordinate ambulance operations. All Field Supervisors must be qualified and capable in Multiple Casualty Incident (MCI) operations according to OCEMSA Policy/Procedure #900.

The Field Supervisor shall be equipped with a mobile phone while on-duty so that CMFD may directly contact him/her. The Field Supervisor ideally would also be equipped with an 800 MHz radio. To help foster interagency teamwork and EMS system efficiency, it is important that there be good working relationships and excellent communications between the EMSC and all of Contractor’s personnel who are designated Field Supervisors.

- 6. **Operational Modifications** – CMAOs shall comply with all operational protocol modifications made by the EMSC that CMFD deems necessary due to changed standards or circumstances. Contractor, including any CMAO, shall bring to the attention of the EMSC any CMFD protocol that appears to conflict with any Contractor protocol so that Contractor and the EMSC can immediately reconcile the inconsistency.
- 7. **Roster** – Contractor shall provide the EMSC a roster of all CMAOs. Contractor shall ensure that an updated roster is forwarded (e-mail preferred) to the EMSC whenever there is any modification. The roster shall include the minimum following information for each CMAO: 1) Name; 2) Assignment (unit number and shift); 3) Business e-mail address.
- 8. **Legal Compliance** – Contractor shall ensure that it and its employees are at all times in compliance with all applicable federal, state, and local laws and protocols, including, but not limited to:
  - a. California Health & Safety Code, Division 2.5
  - b. California Code of Regulations, Title 22, Division 9, Chapter 2
  - c. Orange County Ambulance Rules & Regulations (O.C. Ordinance No. 3517)
  - d. Orange County EMS Agency Policies, Procedures, Treatment Guidelines
  - e. California Vehicle Code

9. **Data Collection & Reporting** – Contractor shall track all relevant data from all emergency ambulance responses initiated by CMCC/CMFD. Contractor shall prepare and submit a report (electronic/e-mail preferred) to the EMSC on a quarterly basis. Before commencement of the contract period, the EMSC and Contractor will meet to discuss and agree on the reporting format and the specific information to be included. Each quarterly report shall include, but not necessarily be limited to, the following:
- a. INDIVIDUAL INCIDENT DATA (for each incident in a given 3-month period) – Date, CMFD Incident Number, Ambulance Unit Number (indicate if another ambulance company was used), 911 Call Time, Alarm Time, Enroute Time, On Scene Time, At Patient Time, Scene Departure Time, At Hospital Time, Transfer of Care Time, Available Time, Alarm to Enroute Interval Time, Enroute to On Scene Interval Time.
  - b. QUARTERLY INCIDENT TOTALS DATA (includes all incidents during a given 3-month period) – Dispatches, Responses Upgraded to Code 3, Responses Cancelled Enroute, Ambulance Crew First At Patient (prior to CMFD arrival), Dry Runs (arrived on scene but no transport), Resident BLS Transports, Resident ALS Transports, Non-Resident BLS Transports, Non-Resident ALS Transports, Responses Meeting Alarm to Enroute Interval Time Standard, Responses Exceeding Alarm to Enroute Interval Time Standard, Responses Meeting Enroute to On Scene Interval Time Standard, Responses Exceeding Enroute to On Scene Interval Time Standard.
  - c. QUARTERLY PASS-THROUGH FINANCIAL DATA (the total amount that Contractor reimburses Costa Mesa for all patients billed during a given 3-month period) – Fire Department ALS Fees, Fire Department BLS Fees, Fire Department Supply Reimbursements, Fire Department ALS Fee Collection Rate (total billed vs. total paid to CMFD), Fire Department BLS Fee Collection Rate (total billed vs. total paid to CMFD).
  - d. QUARTERLY PATIENT FINANCIAL DATA (includes totals for all patients billed during a given 3-month period) – Residents with Private Health Insurance, Residents with Government Health Plan, Residents with No Health Coverage, Non-Residents with Private Health Insurance, Non-Residents with Government Health Plan, Non-Residents with No Health Coverage, Average Ambulance-Related Charges Billed (for the given quarter).
10. **Equality of Care** – Prehospital emergency medical care is provided under the authority of the 10<sup>th</sup> Amendment and, since the inception of the paramedic program on July 15, 1970 with Governor Ronald Reagan’s signing of the Wedworth-Townsend Act, it has become one of the most important public services provided by local governments for the citizens they serve. Although it necessary and appropriate for both non-profit public safety agencies and for-profit private ambulance companies to charge reasonable fees to offset costs and/or generate revenue, the priority and focus must always be on providing excellent patient care, without concern regarding the patient’s ability to pay.

The EMS mission of the Costa Mesa Fire Department is to optimize patient outcome by providing superior quality patient care in a proficient and compassionate manner. This principle applies to all persons in need of prehospital emergency medical care without exception. Accordingly, Contractor shall adopt the same mission as CMFD, and CMFD ambulance crews shall treat all patients with the same high quality of care, and provide all indicated Emergency Medical Services, regardless of their ability to pay, and regardless of their insurance status.

CMAOs shall not “screen” patients for their insurance status or ability to pay for services. Any instance whereby a CMAO makes an EMS (assessment, treatment, and/or transport) decision based in whole or part on the patient’s ability or inability to pay or insurance status would be deemed a major breach and grounds for immediate contract termination.

11. **Contract Performance Costs** – Unless otherwise indicated, all expenses necessary to meet RFP/contract requirements and/or perform contractual services and obligations will be paid solely by Contractor. The City will not be liable for payment of any transportation and related services in the event Contractor is unable for any reason to collect from the person responsible for such payment. It will be the sole responsibility of Contractor to obtain payment due for services rendered. The City shall incur no obligation, financial or otherwise, for services rendered.
12. **Contract Performance Standards** – During the contract period, Contractor will be responsible for ensuring that all facilities, properties, vehicles, materiel, and documents/records used or available for use in the performance of contractual services and/or in the execution of contractual obligations are in good condition, fully functional, and maintained in a clean, orderly, and organized manner.

## B. APPARATUS

1. **Vehicle Specifications** – All CMFD ambulances (dedicated and reserve) shall be modern, Type III Dual Rear Wheel vehicles, and must meet or exceed the requirements of the California Highway Patrol, the California Department of Motor Vehicles, the United States Department of Transportation, and the Orange County EMS Agency. The proposal shall state the specifications, including mileage, of the specific vehicles that Proposer intends to provide. The specifications (except mileage) of the vehicles listed in the proposal must be maintained throughout the contract period.
2. **Maintenance & Repair** – Contractor shall be responsible for all preventive maintenance and repairs of CMFD ambulances. Contractor shall adhere to its maintenance and maintenance records plan during the contract period. Disruption in service due to Contractor's non-compliance with the maintenance plan will be considered a major breach and grounds for immediate contract termination. The proposal shall describe Proposer's maintenance plan, vehicle service records system, and mechanism for allowing the EMSC or other Fire Chief designee to inspect vehicle service records.
3. **Exigent Replacement** – Any vehicle or vehicle-related equipment that becomes unreliable due to mechanical failure or otherwise shall be replaced by Contractor immediately with a vehicle or equipment that meets the requirements specified in the Agreement.
4. **Scheduled Replacement** – Contractor shall replace CMFD ambulances according to industry standards and as needed. The proposal shall describe Proposer's vehicle replacement schedules, which will be based on total miles.
5. **Additional Vehicle Equipment** – Each CMFD ambulance shall be equipped with the following additional equipment:
  - a. 800 MHZ RADIO – Ideally, each ambulance will have an on board radio, and a portable radio for the crew to take with them on scene when needed. Contractor may choose to have only an on board or only a portable radio, so long as each ambulance crew shall have at least one 800 MHz radio so that they are able to communicate with CMFD and CMCC.
  - b. AUTOMATIC VEHICLE LOCATOR SYSTEM – AVL hardware and software / GPS system that interfaces with CMCC.
  - c. TWO (2) HEARING/EAR PROTECTION DEVICES – For the optional use by CMFD personnel accompanying patients during Code-3 transports.

6. **Required Medical Inventory** – To ensure optimal patient care and promote efficient inter-agency operations, it is important that all CMFD ambulances be configured in a standardized manner with a specific equipment and supplies inventory that is most compatible with CMFD. Therefore, before commencement of the contract period, the EMSC and Contractor will meet to discuss and mutually concur on an ambulance inventory and configuration that satisfies the needs of both agencies, complies with OCEMSA protocols, and is consistent with all other applicable laws. The OCEMSA BLS Program Director will review and approve the plan.

To the extent practical as determined by Contractor, CMFD ambulances would ideally be equipped with as much as possible of the same inventory (e.g., brand, type, model...) as CMFD apparatus. Such inter-agency standardization contributes to a more efficient system in terms of both training and patient care.

- a. EQUIPMENT – Examples of major equipment currently used by CMFD include: 1) FernoTrac Adult Hare Traction Splint; 2) Ferno Kendrick Extrication Device; 3) Laerdal Portable Suction Unit (#78002001); 4) Philips FRx Automated External Defibrillator; 5) Sager Splint Model S304 Form III Bilateral.
- b. STAIR CHAIRS – Contractor shall ensure that all CMFD ambulances are equipped with a stair-chair for moving patients down stairs and through narrow areas.

7. **Ambulance Supply / Restock System** – Contractor shall be responsible for, and pay all costs in furtherance of, ensuring that all CMFD ambulances are at all times equipped and supplied with the minimum required inventory. The proposal shall describe Proposer's supply system and explain its plan for restocking CMFD ambulances.

Since CMFD desires to have as standardized an inventory as possible between agencies, Proposer has the option of describing in the proposal any recommendation it may have to utilize CMFD's main supplier (Bound Tree), and/or create a mechanism to restock from the CMFD EMS Central Supply Shed (at Fire Station 4) and reimburse CMFD accordingly, and/or any other reasonable and creative idea. Such recommendations will be considered by CMFD, but not necessarily implemented.

8. **Minimum Ambulances** – Contractor shall ensure that CMFD has three (3) primary/dedicated ambulances and one (1) reserve ambulance that are properly staffed and equipped, fully functional, in operation, and in compliance with the requirements/specifications of the Agreement, at all times.

- a. REPLACEMENT AMBULANCE PLAN – Whenever any CMFD ambulance must be taken out of service for any reason (including mechanical failure and scheduled preventive maintenance) and for any length of time, Contractor shall ensure that a replacement ambulance is immediately provided that meets the same requirements/specifications. The proposal shall describe Proposer's replacement ambulance plan, including the designations (unit number) and specifications and mileage of the planned replacement ambulances.
- b. GENERAL BACKUP AMBULANCE PLAN – Contractor shall maintain a sufficient number of additional ambulances that are strategically deployed such that Contractor is able to meet the specified time standards whenever the four CMFD ambulances are unavailable. Backup ambulances must meet the same requirements/specifications as the CMFD ambulances, with the exception that they do not necessarily have to be Type III Dual Rear Wheel vehicles (i.e., they may be Type I, II, or III). The proposal shall describe Proposer's backup ambulance plan, including the designations (unit number), specifications and mileage, and deployment scheme for all the proposed backup ambulances. The backup ambulance plan should also explain Proposer's plan, if any, for contacting other ambulance companies to request an ambulance if for any reason Contractor is unable to provide any backup ambulances.

- c. SCHEDULED EVENT BACKUP AMBULANCE PLAN – CMFD will occasionally utilize CMFD ambulances and crews for non-emergency purposes (e.g., community education and public relations events) and include them in CMFD training activities, which will normally be scheduled in advance on the CMFD Master Calendar. It is CMFD’s expectation that Contractor will be able to provide a backup ambulance for the duration of the event, to cover for the CMFD ambulance crew involved and allow them to participate without interruption, provided CMFD gives Contractor sufficient advance notice. CMFD ambulances participating in these events will be considered “in color,” which is a state of conditional availability that means they should not be dispatched to respond to an incident unless instructed or requested by the on-duty Battalion Chief.

## C. FACILITIES

1. **Ambulance Station / Crew Quarters** – Contractor shall establish and maintain a minimum of one (1) facility within Costa Mesa city limits that will serve as an ambulance station and living quarters for the 8 on-duty CMAOs. Two ambulance stations are preferred, but Contractor may choose to have only one station provided it is strategically located such that Contractor is able to effectively cover the north and south ends of the City and meet the specified time standards. Proximity and access to freeway on-ramps should be a factor in determining station locations. The proposal must describe Proposer’s facility plan, including proposed location(s), and indicate how Proposer will meet all the requirements of this section.
2. **Facility Furnishings & Inventory** – For CMAOs to perform at their optimal level, and because for 24 hours their station is both their work office and their “home away from home” (just like it is for firefighters), Contractor is encouraged to furnish the station in a manner that not only supports on-duty work requirements, but that also provides for basic residential living needs and reasonable comforts. The proposal shall indicate whether or not Proposer plans on furnishing the station(s) with those items listed below that are labeled optional.
  - a. SCANNER OR 800 MHZ RADIO (required) – The CMFD ambulance station(s) shall be equipped with either an 800 MHz radio and/or a simple scanner that allows CMAOs to monitor CMCC dispatches and CMFD communications on channel 3-Alpha. Although CMAOs are not required to monitor these communications while in quarters, it is important that they have the ability to do so.
  - b. TELEPHONE (required) – To be used by Contractor to contact crews for dispatch and other work needs, and CMFD to contact crews when needed.
  - c. AUDIO-VISUAL EQUIPMENT (optional) – Ideally, the CMFD ambulance station(s) would be furnished with a television that has both DVD and VHS playback capability, which may be used for both education and entertainment purposes.
  - d. LIBRARY (optional) – Ideally, the CMFD ambulance station(s) will have a library that includes the following:
    1. Relevant EMS equipment manufacturer instruction manuals
    2. 2005 AHA ECC Guidelines
    3. Primary paramedic textbook currently used by Saddleback College
    4. Primary EMT textbook currently used by Saddleback College
    5. Current Orange County Thomas Guide map book
    6. Journal of Emergency Medical Services (JEMS) magazine subscription

- e. COMPUTER SYSTEM (required) – The CMFD ambulance station(s) shall be equipped with a computer system, including a printer, with high-speed internet access, Adobe Acrobat Reader software, and Microsoft Word software. Each CMAO will have a business e-mail address that s/he can access from the station computer. E-mail is an important and efficient communications tool that is routinely and frequently used by the EMSC. Therefore, CMAOs shall check and read their e-mails at least once per shift, and respond to EMSC e-mails promptly.
3. **Inspections** – The EMSC, the on-duty Battalion Chief, any CMFD member designated by the Fire Chief, or any person designated by the City Manager, will have the authority, but not the obligation, to inspect all facilities, properties, vehicles, and documents/records used or available for use in the performance of contractual services and/or in the execution of contractual obligations. Contractor refusal to permit such an inspection will be deemed a major breach and grounds for immediate contract termination.

#### D. PERSONNEL

1. **Qualifications** – To be designated as a CMAO, ambulance personnel must:
- a. Be selected for assignment to a CMFD ambulance by Contractor after Contractor has verified proficiency in core BLS skills and topics (see below);
  - b. Possess the required credentials (see below). Note that all CMAOs must be able and authorized to drive/operate an emergency ambulance.
  - c. Successfully pass a City Map & Hospital Route Test prepared by CMFD and administered by Contractor. This test is intended more as a teaching tool rather than a screening tool. Contractor will provide all interested EMTs with a copy of the test questions for learning and study purposes. The actual test will include the exact same questions and answers, but in a different sequence.
  - d. Attend a CMFD orientation.
2. **Credentials** – All CMAOs shall possess the credentials that officially document the certifications and course completions required by law and CMFD. On-duty CMAOs shall have on their person, in their assigned ambulance, and/or at their assigned station, all required credentials (originals). These credentials include:
- a. EMT Certification
  - b. AHA BLS for Healthcare Provider card (BLS Instructor is preferred)
  - c. DMV California Driver License
  - d. DMV Ambulance Driver Certificate
  - e. DMV DL51 Medical Examination Report
  - f. Orange County Medical Transportation Provider License
  - g. Emergency driver safety course completion certificate
- \* Contractor shall develop and maintain a system that enables it to track the expiration dates of required credentials for all CMAOs, to prevent lapses in certification, and to facilitate the renewal process. CMAOs shall comply with any request by the EMSC or any CMFD Officer to inspect required credentials.
- \* Contractor shall be responsible for ensuring that all required CMAO credentials stay current and are renewed in a timely manner. Contractor failure to renew a required credential before expiration will be deemed a major breach and grounds for immediate contract termination.

\* The proposal shall describe the driver-training program used by Proposer to ensure that ambulances are operated in a legal and safe manner. The driver-training program should be designed to verify driving proficiency upon hire and at reasonably spaced periodic intervals. The driver program shall meet or exceed industry standards. Contractor shall ensure that its vehicles are at all times operated in a safe manner.

3. **Driver History** – Contractor shall require all ambulance driver candidates in its employ to submit a current California Department of Motor Vehicles Driving Record Report. If the employee is a non-California licensed driver, then s/he must submit a current driving record from the state in which the employee is currently licensed. Any person with a poor driving history shall not be considered for employment as an ambulance driver and, by extension, as a CMAO. For purposes of this provision, “poor driving history” means an accumulation of points in the California Department of Motor Vehicles point system as follows: 3 points in 12 months; 5 points in 24 months; or 7 points in 36 months. Contractor shall utilize the California Department of Motor Vehicles Pull Notice Program for all ambulance attendants and operators in its employ.
4. **Criminal Background Check** – Contractor shall comply with the Orange County EMS Agency’s criminal history check requirement for all of its employees who work in Orange County as EMTs. Contractor shall contact all references given on applications, including but not limited to, any former EMS employers.
5. **Oral Interview** – Contractor shall conduct pre-hire oral interviews, during which Contractor will review prior work history, career goals, and EMT knowledge.
6. **Physical Fitness Testing** – Contractor shall have all pre-hire EMT candidates tested for strength and flexibility by qualified and licensed healthcare professionals. The strength and flexibility test shall be designed to simulate the physical strength and flexibility required of EMTs and ambulance operators, including proper gurney and patient lifting and manipulation techniques.
7. **Medical Examination** – Contractor shall have all pre-hire EMT candidates undergo a medical examination by qualified and licensed healthcare professionals. The medical examination shall include a personal health history, vision testing, hearing testing, blood sugar testing, musculoskeletal evaluation, urinalysis drug screening, and a resting 12-lead electrocardiogram.
8. **Psychological Examination** – To the extent permitted by law, Contractor should consider using a pre-hire psychological evaluation of candidates.
9. **Orange County Protocols** – Contractor shall ensure that all personnel who work on CMFD ambulances are sufficiently knowledgeable and competent with all relevant Orange County EMS Policies, Procedures, and Treatment Guidelines.
10. **Vehicle / Equipment Familiarity** – Contractor shall ensure that all EMTs who staff a CMFD ambulance at any time are thoroughly familiar with all aspects of vehicle operation, and the location and use of all on-board equipment and supplies. This includes all aspects regarding the use of the MED-10 radio.
11. **Proficiency Expectation** – EMTs who are assigned to a CMFD ambulance are expected to be not merely competent, but *proficient* (i.e., expert) in their core BLS skills, in addition to being at least competent in all aspects of their job performance duties. Before assigning any EMT to a regular position on a CMFD ambulance, Contractor shall, at a minimum, provide any additional training and/or take all actions needed to affirmatively confirm proficiency in the following skills/topics. The proposal shall describe the training provided to new-hire EMTs before they are put into the field and allowed to treat actual patients. The proposal will also explain how Proposer intends to verify proficiency in the following core BLS skills/topics before an EMT is assigned to a CMFD ambulance.

- a. **BLS SKILLS**
  - 1. Oxygen Therapy (Cannula, Mask, NRB Mask)
  - 2. Foreign Body Airway Obstruction (FBAO) Removal (Adult, Child, Infant)
  - 3. Airway Suctioning (Adult, Child, Infant, Neonate)
  - 4. Tracheostomy Management (suctioning, ventilation)
  - 5. Bag-Valve-Mask (BVM) Ventilation (Adult, Child, Infant, Neonate)
  - 6. CPR (Adult, Child, Infant, Neonate)
  - 7. AED (Adult, Child)
  - 8. Emergency Childbirth, including complications
  - 9. Neonatal Resuscitation
  - 10. Traction Splint (Sager)
  - 11. Kendrick Extrication Device
  - 12. Cervical Collar Application & Spinal Immobilization
- b. **EQUIPMENT**
  - 1. On-Board & Portable Suction Units
  - 2. On-Board & Portable Oxygen Tanks
  - 3. On-Board and/or Portable 800 MHz Radios
  - 4. MED-10 Radio
- c. **PROTOCOLS**
  - 1. OCEMSA Policy/Procedure #900 (Multiple Casualty Incident Plan)

12. **Continuing Education**

- a. CONTRACTOR TRAINING – Continuing education (CE) and training, including a mechanism for immediate and constructively-provided remediation when the need is identified, are critical aspects of any EMS provider agency’s quality assurance and improvement efforts. The proposal shall describe Proposer’s continuing education, training, and remediation plans/programs.
- b. CMFD TRAINING – CMAOs will participate in CMFD educational programs and training activities as requested by the EMSC or Administrative Captain/Training Officer. The EMSC will schedule on-duty CMAOs to attend Hoag Hospital Regional Paramedic Advisory Committee (RPAC) meetings and in-services, with sufficient notice for Contractor to arrange a temporary backup ambulance. CMAOs shall attend and participate in any education or training event, meeting, or other activity as requested by the EMSC. It is possible that CMAOs will earn continuing education hours depending on the particular activity, but Contractor should not rely on this possibility as part of its proposed plan to satisfy the requirements of this RFP regarding Contractor’s CE or EMT renewal obligations.
- c. CONTENT – It is imperative that the education and training provided by CMFD and Contractor --especially with regard to core BLS skills-- is not only in accordance with OCEMSA EMS protocols and nationally recognized medical standards, but also consistent between agencies and among all EMS responders at any given incident. Therefore, the EMSC will work with Contractor’s staff to ensure that the education and training provided by both agencies is correct and consistent.

13. **EMT Certification Renewal** – As with all required credentials, Contractor shall be responsible for ensuring that all EMTs in its employ obtain at least the minimum required 24 continuing education hours, as well as successfully completing the 10 state-mandated skills competencies, so that they may renew their EMT certification in a timely manner. The proposal shall describe how Proposer will ensure that the EMTs in its employ obtain the 24 hours and complete the 10 competencies required for renewal, and how Proposer's EMT certification renewal process works.
14. **Staffing Principles** – Contractor shall take all necessary steps, and make all reasonable efforts, to ensure that the EMTs it selects for assignment on a CMFD ambulance are well qualified, sufficiently experienced, proven reliable and responsible, and who possess the interpersonal characteristics and skills necessary for them to function effectively as a part of the fire/prehospital team. In addition, since CMAOs represent a pool of potential future CMFD firefighters, Contractor is encouraged to give preference to EMTs who are pursuing a career in the EMS / fire service whenever appropriate and practical.
15. **Staffing Decisions** – Contractor will be responsible for making CMAO staffing decisions, with the following caveats and conditions:
  - a. Contractor shall honor any request by CMFD to remove a person from assignment on a CMFD ambulance, either temporarily or permanently.
  - b. Contractor shall notify the EMSC when staffing changes are made.
  - c. Contractor should consider staffing assignments and modifications recommended by the EMSC, and make such changes when practical and appropriate.
16. **CMFD Orientation** – Upon notification by Contractor of a new assignment to a CMFD ambulance, the EMSC will arrange and schedule an introductory/orientation meeting during one of his/her initial shifts. The meeting will be a chance for the EMSC and CMAO to meet each other, as well as to discuss the EMS mission, roles and responsibilities, guiding principles, and mutual expectations.
17. **Working Conditions** – Contractor shall utilize reasonable work schedules and shift assignments, and provide fair and adequate working conditions. Contractor shall utilize management practices and work schedules such that CMAOs working extended shifts, part-time jobs, voluntary overtime or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills. CMFD may determine that work schedules and shift assignments are not reasonable or not optimal, in which case Contractor will revise its work schedules and shift assignments accordingly. The proposal shall describe the shift schedule system and staffing plan that Proposer will use for CMFD ambulances and crews.
18. **Personnel Assistance Resources** – Contractor shall have a chemical dependency awareness and assistance program, and a Critical Incident Stress Debriefing (CISD) program, that are available to help employees who request such services, or for employees who are demonstrating signs/symptoms of chemical dependence, emotional distress or instability, or physical incapacity. Contractor shall ensure that all employees are aware that such programs exist, and that they know how to access and use the programs. The proposal shall describe Proposer's chemical dependency and CISD programs. The CISD program description should include Proposer's plan, if any, to replace a CMAO who desires or needs to go off-duty after a threshold emotionally traumatic event.
19. **CMFD SOG Compliance** – CMAOs shall comply with all applicable and appropriate provisions of the CMFD Standard Operation Guidelines. CMFD and Contractor will jointly determine and agree on the SOG provisions that apply, and those that do not.

20. **Appearance** – Contractor will be responsible for ensuring that CMAOs present an appearance that is at all times professional, neat, and appropriate in order to instill confidence in the citizens we serve, and to preserve and strengthen the good reputation of CMFD, the City of Costa Mesa, and the Fire/EMS profession.
- a. GROOMING & HYGIENE – CMAOs shall comply with CMFD grooming standards, and exercise good personal hygiene habits.
  - b. UNIFORMS – CMAOs shall wear uniforms that are neat, clean, situationally appropriate, and in compliance with Contractor uniform standards and any additional requirements/limitations that may be mutually agreed upon by CMFD and Contractor in the future. The proposal shall describe Proposer's uniform allocation and cleaning policies, which should show how they support and foster the goal that CMAOs always be properly uniformed pursuant to this provision.
21. **Personal Protective Gear** – Contractor shall ensure that all on-duty CMAOs are equipped with a helmet, brush jacket, safety gloves, ear/hearing protection, and eye protection, and be solely responsible for all costs associated with obtaining, maintaining, repairing, and replacing such gear. Before commencement of the contract period, CMFD and Contractor will mutually agree on the specific brand/model/type of helmet, brush jacket, and safety gloves to be used.
- Contractor has the option to either issue each CMAO his/her own set of protective gear, or to utilize a system in which CMAOs share gear provided that each on-duty CMAO at all times has use of all the required gear, that the gear is in good condition, and that the gear fits the CMAO appropriately.
22. **Mental Alertness** – CMAOs shall report for duty well rested, alert, and not under the influence of any substance, legal or illegal, that may impair their judgment and/or performance.
23. **Physical Fitness** – CMAOs are responsible for keeping themselves at a level of physical fitness sufficient to ensure they are capable of performing all the physical functions expected of an EMT and Ambulance Operator.
24. **Behavior** – CMAOs shall always act in a safe, professional, and courteous manner, and present a positive attitude.
25. **EMS System Advocate Role** – CMAOs are deemed part of the Costa Mesa EMS system, and are therefore expected to always act in the best interests of the Costa Mesa EMS system and of the citizens we serve.
- a. CONTRACT COMPLIANCE – CMAOs who identify a possible violation of any contract provision should first bring the matter to the attention of the appropriate person in Contractor's chain of command. If a CMAO reasonably believes that Contractor knowingly and intentionally is continuing to act in violation of any contract provision despite the CMAO's notice, the CMAO should report the matter, anonymously if preferred, to the EMSC so that problems with operational efficiency and/or patient care quality can be avoided, mitigated, and/or quickly resolved.
  - b. RETRIBUTION PROHIBITED – Contractor shall not take any retributive action against any employee who discusses any issue with the EMSC, or with any CMFD member, in good faith and with the intent to maintain or improve the quality of the Costa Mesa EMS system. Retribution against any CMAO who acts pursuant to this provision will be considered a major breach and grounds for immediate contract termination.

26. **Recruitment & Retention** – It is important that Contractor attracts the highest quality EMTs in the industry as possible. The proposal must describe Proposer’s compensation and benefits plans and provide at least a general indication as to how the plans compare to the other ambulance companies in the county in terms of attracting and retaining EMTs. The proposal must also describe Proposer’s recruitment strategy.

**E. OPERATIONS**

1. **Dispatch** – Upon receipt of a 911 call, CMCC will contact Contractor’s dispatch center via a ring-down telephone line to request an ambulance(s).\* Contractor will then dispatch the most appropriate ambulance(s).

\* Contractor will be responsible for obtaining, installing, and maintaining a ring-down telephone system that directly links CMCC to Contractor’s dispatch center, and will be solely responsible for all installation, maintenance, repair, and other related costs necessary to ensure that the line remains operational at all times.

2. **ETA** – Upon receipt of a dispatch request, the responding crew shall provide an estimated time of arrival to CMCC and the general location (e.g., station name or major cross streets) from where the unit is responding.

3. **Time Standards** – The following ground ambulance time standards must be met at a compliance rate of at least 90% (fractile):

a. **STANDARDS**

- |    |  |   |              |
|----|--|---|--------------|
| 1. | ALARM to ENROUTE INTERVAL, 07:00 - 20:00 | → | ≤ 1 minute   |
| 2. | ALARM to ENROUTE INTERVAL, 20:00 - 07:00 | → | ≤ 2 minutes  |
| 3. | ENROUTE to ON SCENE INTERVAL, CODE-3     | → | ≤ 10 minutes |
| 4. | ENROUTE to ON SCENE INTERVAL, CODE-2     | → | ≤ 15 minutes |

b. **DEFINITIONS**

1. CODE-3 – Driving using emergency warning lights and siren.
2. CODE-2 – Driving without using emergency warning lights and siren.
3. 911 CALL TIME – Dispatcher answers phone.
4. ALARM TIME – Assigned unit receives dispatch request.
5. ENROUTE TIME – Unit notifies dispatch center that response has begun.
6. ON SCENE TIME – Unit arrives at incident location.
7. AT PATIENT TIME – Crew makes patient contact (immediate proximity).
8. SCENE DEPARTURE TIME – Unit leaves incident location.
9. AT HOSPITAL TIME – Unit arrives at hospital.
10. TRANSFER OF CARE TIME – Hospital staff assumes patient responsibility.
11. AVAILABLE TIME – Crew notifies dispatcher they are ready to respond.

4. **Time Standard Exemptions** – Exemptions to time standards may be granted at the sole discretion of CMFD. Situations that would warrant an exemption include:

a. Any condition, such as weather, so severe as to impair the ability of ambulance crew to meet the time standards without driving at a speed that is greater than is reasonable or prudent under the conditions, and/or in a manner that does not afford due regard for the safety of others.

- b. In times of natural disasters, which have been declared by the appropriate governmental agency, time standards may be presumed waived unless told otherwise by the EMSC, and until such time as the disaster is mitigated and normal operations are restored.
5. **Delay Notification** – Ambulance crews that anticipate a delay in their response shall contact CMCC immediately and notify them of the expected delay and their ETA. Ambulance crews that have a delayed response and wish to request an exemption should, as soon as practical after the call is complete, e-mail the request to their company's CMFD liaison (who will forward it to the EMSC) and include: 1) Date; 2) CMFD Incident Number; 3) Unit Number; 4) CMAO names; 5) Reason for the delay.
6. **Road Status Awareness** – Contractor shall be responsible for contacting the appropriate state, county, and/or other agencies to be placed on their notification list for purposes of knowing at all times the current status of all streets and freeways in Costa Mesa, and in Orange County to the extent they may affect transportation to Paramedic Receiving Centers outside Costa Mesa city limits, and communicating such information to CMFD ambulance crews (e.g., road closures, road repair sites), to enable CMAOs to avoid or minimize delays in response and transport.
7. **Response Level** – CMFD ambulances shall respond Code-2 (without lights and siren) unless otherwise directed by CMCC or CMFD.
8. **Scene Safety** – CMAOs should at all times be aware of their environment to ensure that it is safe. CMAOs should not enter any environment that they determine is unsafe. Similarly, CMAOs should withdraw from any environment that they determine has become unsafe. CMAOs should place their apparatus and equipment in a safe location and be mindful of the need for safe operations on the scene of an emergency. CMAOs shall inform CMFD personnel of any safety concern or potential danger that might result in injury to the responders, patients, bystanders, or anyone else.
9. **Teamwork** – CMAOs are an important part of the prehospital care team, and an integral component of the Costa Mesa EMS system. CMAOs should take pride in their role, have an appreciation of the power they possess to positively influence the lives of their patients, and enthusiastically participate in all activities --emergent and non-emergent--with their CMFD colleagues.
10. **Incident Command & Patient Authority** – Responsibility for patient care and authority to make assessment, treatment, and/or transport decisions vests with CMFD personnel (paramedics particularly, if on scene). CMAOs will work under the direction of the Incident Commander and/or the paramedics in charge of the patient and/or incident. CMAO actions should be in support of, and consistent with, CMFD efforts, and CMAOs should respond to the directions of CMFD personnel in a positive and affirmative manner. CMAOs should report relevant patient care-related observations/suggestions to CMFD personnel in a tactful manner. CMAOs have responsibility for and authority over patient care decisions when CMFD transfers a patient to the ambulance crew for BLS transport, and when they arrive at the patient before the responding CMFD crew has arrived and assumed care.
11. **First On Scene** – Should a CMFD ambulance arrive on scene before the responding CMFD unit(s), and only after the scene is determined to be safe, the ambulance crew should make patient contact and initiate all indicated and appropriate assessment and treatment. Patient care priorities should normally include:
  - a. Assess and manage the patient's ABCs: Ensure airway is clear and open, ventilate and/or oxygenate as needed, stop any serious external bleeding, and provide CPR/AED if indicated.

- b. If spinal cord injury is suspected, or if there is any other life-disabling injury, manually stabilize the patient/injured area as best as practical to minimize movement and prevent further injury. With only 2 rescuers, stabilization efforts should be taken only to the extent that they do not compromise the quality of critical ABC interventions.
  - c. Determine Chief Complaint.
  - d. Obtain Vital Signs if practical (pulse, respiratory rate, blood pressure).
12. **Structure Fires** (Reference CMFD Special Notice # 040827) – CMCC will request an ambulance to respond to all structure fires as part of the 1<sup>st</sup> Alarm.
- a. The ambulance will respond Code 2 unless directed otherwise.
  - b. The ambulance will stage 1-2 blocks away or on the outside of any apartment complex.
  - c. The ambulance crew will notify the Incident Commander of their location upon arrival.
  - d. The ambulance crew will stay with the ambulance and monitor the radio unless directed otherwise.
  - e. The ambulance will remain on scene until released by the Incident Commander.
  - f. The Incident Commander will keep the ambulance at the staging area so long as there are CMFD personnel working in an IDLH (Imminent Danger to Life and Health) environment.
  - g. Upon release, the ambulance crew will notify CMCC that they are available.
  - h. Ambulance personnel shall not participate in any fire fighting or rescue operation.
13. **Daily Routine** – CMAOs shall follow Contractor's daily routine plan, which must include at least the following:
- a. Functional check of key vehicle systems at the start of each shift.
  - b. Complete and thorough inventory check at the start of each shift of all required equipment and supplies, including functional checks where appropriate (e.g., on-board and portable suction units, on-board and portable oxygen tanks and regulators).
  - c. Maintaining cleanliness and orderliness of ambulance interior and contents. CMAOs shall pay particular attention and give extra scrutiny to finding small areas or hidden spots of blood on every part of the gurney, and on all surfaces on the interior of the patient compartment.
  - d. Maintaining clean appearance of ambulance exterior.
14. **Inability to Function** – CMAOs shall notify both their dispatch center and CMCC immediately upon determining that their ambulance is unable to function as a CMFD ambulance for any reason (e.g., mechanical failure, ill/injured CMAO, etc...).
15. **Disasters** – During declared city, county, or larger scale disasters, Contractor shall suspend non-emergency transports as necessary to ensure the maximum number of ambulances is available to handle the EMS needs of Costa Mesa, as well as to provide the maximum practical assistance to disaster response efforts within the parameters of the county's mutual response and disaster plans.

16. **Complaints About Service** – Should Contractor receive any complaint regarding EMS provided by Contractor employees and/or CMFD personnel, Contractor shall notify the EMSC immediately (mobile phone preferred). The EMSC will notify the Fire Chief and Deputy Chief as appropriate. If the complaint is in regard to an issue that potentially poses an imminent safety threat, Contractor shall first contact the on-duty Battalion Chief (via CMCC) and provide all information necessary for the Battalion Chief to eliminate or mitigate the threat. After notifying the EMSC, Contractor and the EMSC will coordinate an appropriate fact-finding action plan and schedule, which will include a written report by Contractor to the EMSC, and a subsequent written report by the EMSC to the Deputy Chief and Fire Chief that summarizes all aspects of the complaint, fact-finding process, and taken and/or recommended actions. Contractor's written report shall include, at a minimum: 1) Complainant name, address, telephone number; 2) Incident date, time, and location; 3) Names of persons involved, including EMS personnel, patient, and witnesses; 4) Nature / subject matter of complaint.
  
17. **Inter-Agency Personnel Conflicts** – It is very important that CMFD and Contractor personnel work well together in the field, since we are all part of the same prehospital care team. Like any team, the better the members work together, the more successful the team will be. Accordingly, if a CMAO is having a problem with any CMFD member(s), or feels s/he is being treated inappropriately or disrespectfully, and the CMAO is unable or chooses not to resolve the issue with the member(s) in question, the CMAO is encouraged to contact the EMSC, confidentially and/or anonymously if preferred, to discuss the issue and explore potential resolution strategies.

## VI. PATIENT BILLING SERVICE CONTRACT REQUIREMENTS

### A. PRINCIPLES

Prehospital care (EMS) of the critically ill and injured is a major and important function and service provided by City government in furtherance of our solemn duty to help protect and preserve the health, safety, and security of the citizens we are honored to serve. While it is appropriate and necessary for the City to attempt to offset the expenses of operating a large-scale EMS system with reasonable EMS response fees, the EMS mission of the Costa Mesa Fire Department is not revenue generation but, rather, to optimize patient outcome by providing superior quality prehospital care in a proficient and compassionate manner. This principle applies to all persons in need, without regard to their ability to pay for the services or any other exception. The ambulance company that is awarded the contract shall adopt and support the same mission as CMFD, and adhere to the same principle of making the priority of every EMS response the well-being of the patient without concern for any financial matters.

### B. SERVICES

1. **Patient Billing & Collection** – In addition to emergency ambulance services, Contractor will be responsible for all patient billing, collection, and related services for both Contractor's ambulance-related charges, and all Fire Department EMS-related charges. The following shall apply to this mutual billing arrangement:
  - a. Billing fees shall not exceed 7% of the total amounts billed.
  - b. Administrative fees (bad debt) shall not exceed 40% of the total amounts billed.
  - c. In no case shall the total amount billed for combined Fire Department EMS and ambulance-related services exceed the amount that would have been billed for the same services if billed separately.
  - d. Billing methods and techniques shall comply with all applicable federal, state, and local billing laws.
  - e. All bills shall be itemized in sufficient detail.
  - f. All ambulance-related fees shall not exceed the maximum allowable emergency ground ambulance rates set by the Orange County Board of Supervisors (OCEMSA Policy #714.00).
2. **Fire Department Fees** – Contractor shall bill patients for the appropriate Fire Department fees, and forward the money collected, less billing fees, to the EMSC on a quarterly basis no later than thirty (30) days following the end of the quarter. All fees listed below are subject to future modification as determined by the City. Contractor shall only bill Fire Department fees to non-Costa Mesa residents, as determined by the patient's billing address.
  - a. BLS FEE – A fee of \$230.00 will be charged to all non-resident patients who are transported by ambulance without CMFD paramedic escort.
  - b. ALS FEE – A fee of \$375.00 will be charged to all non-resident patients who are transported by ambulance with CMFD paramedic escort.

3. **Expendable Medical Supplies** – Contractor shall reimburse the City on a quarterly basis no later than thirty (30) days following the end of the quarter \$39.91 for each patient transported by ambulance (BLS or ALS, resident or non-resident) to help offset the costs borne by CMFD to maintain its EMS supply system and restock apparatus for patient care supplies used by CMFD on EMS responses. Contractor shall pay the City the full supply reimbursement amount of \$39.91 for every patient transported, regardless of what is actually collected from the patient, even if such amount is zero. This amount is subject to increase in an amount equal to the increase, if any, authorized by the action of the County of Orange.
4. **Billing Exemptions**
  - a. NON-TRANSPORTED PATIENTS (“Dry Runs”) – Contractor shall not bill any patient that is not transported by ambulance.
  - b. LEGALLY DETAINED PATIENTS – Contractor shall not bill any patients in law enforcement custody, or otherwise legally detained by power of government, who are transported by ambulance.
  - c. MUTUAL EMPLOYEE WAIVER – On-duty employees of Contractor and the City shall not be billed for any charges, ambulance-related or Fire Department EMS-related.
  - d. CMFD WAIVER REQUEST – On rare occasion the EMSC may request that Contractor not bill a patient who was transported by ambulance. In such event, Contractor should not bill the patient, but may deduct the total amount owed for ambulance-related charges from the next quarterly payment to the City. A good example would include a child traumatic death situation, where it would be inappropriate to remind the parents of the horror during their grieving process.
5. **Audits & Inspection of Records** – Contractor shall maintain all documentation, records, and reports required by law, protocol, and the terms of this RFP in an organized and efficient manner. All financial records and documentation shall be created and maintained according to accepted accounting principles and using a recognized accounting method.

## VII. APPENDIX

### A. COSTA MESA FIRE DEPARTMENT EMS OVERVIEW

1. **EMS System** – Although the Fire Department has the primary responsibility for handling medical emergencies in Costa Mesa, there are many interdependent components of the City's EMS system that are all equally important to its effectiveness. Examples of these components include the Costa Mesa Police Department, the Costa Mesa Communications Center, Recreation Department Lifeguards, our City Council that provides leadership and support for the Fire Department in its ongoing efforts to continually improve the quality of services we provide, and all other City employees whose combined dedication and hard work yields an infrastructure capable of sustaining and evolving a model EMS system.
2. **Mission** – The Costa Mesa Fire Department performs three core functions for the citizens of Costa Mesa: Fire Suppression, Fire Prevention, and Emergency Medical Service. The primary EMS mission is to optimize patient outcome by providing superior quality patient care in a proficient and compassionate manner. The secondary EMS mission is to promote community health and safety by educating citizens in the prevention of, and preparedness for, sudden illness or injury.
3. **Personnel** – All firefighters on the Costa Mesa Fire Department, in addition to their fire suppression and fire prevention duties, are trained and equipped to provide prehospital emergency medical care. Some firefighters, designated as Firefighter-Emergency Medical Technicians (FF/EMT), are capable of providing BASIC LIFE SUPPORT level care. Other firefighters, designated as Firefighter-Mobile Intensive Care Paramedics (FF/MICP), are capable of providing ADVANCED LIFE SUPPORT level care.
4. **EMS Coordinator** – The EMS Coordinator reports to the Deputy Chief and is responsible for ensuring that the City's EMS system is structured and operated to achieve maximum effectiveness in an efficient manner. A primary duty of the EMS Coordinator is to foster superior quality patient care by providing EMS personnel the guidance, support, and resources they need for optimal performance in the field.

Another primary duty is to continuously examine and identify aspects of the EMS system that warrant modification or improvement, and make the appropriate recommendations. All recommendations by the EMS Coordinator for modifying any aspect of the EMS system are made with the primary goal of improving patient care, the secondary goal of reducing liability to the City, and within the parameters of fiscal prudence in accordance with our fiduciary duty to the taxpayers who make public safety services such as Fire and Police a reality.

Other duties include: Education & Training; Quality Assurance; Continuous Quality Improvement; Protocol Development; Infection Control; PAD/AED Program Coordination; Equipment/Supply System Coordination; Ambulance Operations/Contract Compliance Oversight.

5. **Facilities** – CMFD has 2 administrative office locations and 6 fire stations:

- a. **FIRE DEPARTMENT ADMINISTRATION / EMS BUREAU**  
Costa Mesa City Hall  
77 Fair Drive, 5<sup>th</sup> Floor  
Costa Mesa, CA 92626
  
- b. **FIRE PREVENTION BUREAU**  
2803 Royal Palm Drive  
Costa Mesa, CA 92626
  
- c. **CMFD FIRE STATION 1**  
2803 Royal Palm Drive  
Costa Mesa, CA 92626
  
- d. **CMFD FIRE STATION 2**  
800 Baker Street  
Costa Mesa, CA 92626
  
- e. **CMFD FIRE STATION 3**  
1865 Park Avenue  
Costa Mesa, CA 92627
  
- f. **CMFD FIRE STATION 4**  
2300 Placentia Avenue  
Costa Mesa, CA 92626
  
- g. **CMFD FIRE STATION 5**  
2450 Vanguard Way  
Costa Mesa, CA 92626
  
- h. **CMFD FIRE STATION 6**  
3350 Sakioka Drive  
Costa Mesa, CA 92626

6. **Apparatus**

a. **MEDIC ENGINES** – There are 5 ALS-level Medic Engines based at 5 of the 6 fire stations. Medic Engines are staffed by a Captain/EMT, an Engineer/EMT, and 2 Firefighter Paramedics.

- ME 81 Fire Station 1
- ME 82 Fire Station 2
- ME 83 Fire Station 3
- ME 84 Fire Station 4
- ME 85 Fire Station 5

b. **QUINTS** – There are 2 BLS-level Quint truck companies: One at the north end of the City, and the other at the south end. Quints are staffed by a Captain/EMT, an Engineer/ EMT, and a Firefighter/EMT.

- MQ 83 Fire Station 3
- MQ 86 Fire Station 6

c. **RESCUE SQUAD** – There is 1 BLS-level Rescue Squad truck company based in the center of the City. The Squad is staffed by a Captain/EMT, an Engineer/EMT, and a Firefighter/EMT. The Squad is the Department's primary resource for heavy rescue operations and other unique rescue situations.

- MS 85 Fire Station 5

d. **BATTALION CHIEF VEHICLE** – There is 1 Battalion Chief vehicle based in the center of the City. The Battalion Chief is an EMT, but he does not routinely respond to medical emergencies or provide patient care. He is responsible for the command and coordination of all field operations during his shift.

- MB 8 Fire Station 5

e. **RESERVE APPARATUS** – The Department maintains the following reserve apparatus:

- RE 1 Fire Station 1 (Reserve Engine)
- RE 2 Fire Station 2 (Reserve Engine)
- RE 4 Fire Station 4 (Reserve Engine)
- MB 9 Fire Station 5 (Reserve Battalion Chief Vehicle)

f. **ADMINISTRATIVE VEHICLES**

- Fire Chief
- Deputy Chief
- Fire Marshal
- Administrative Captain

## 7. EMS Response Statistics

	2002	2003	2004	2005	2006
TOTAL FD INCIDENTS	8004	8706	8388	8894	9257
TOTAL EMS RESPONSES	6210 – 78%	6304 – 72%	6849 – 82%	6638 – 75%	6722
ALS RESPONSES (Medic Engine)	5798	5960	6460	6326	6408
BLS RESPONSES (Truck Company)	412	344	389	312	314
TOTAL TRANSPORTS		4639	4866	4936	4882
TRANSPORTED ALS (MICP Escort)		2379	2745	2866	2674
TRANSPORTED BLS (EMT)		2260	2121	2070	2211
Abdominal Pain	189	221	211	200	223
Allergic Reaction	52	43	39	61	48
Assault / Abuse	107	113	113	128	153
Back Pain	87	69	81	72	100
Bleeding / Wound	163	168	156	174	201
Breathing Problem	677	702	725	824	747
Burn	7	8	9	11	3
CPR (Bystander)	2	6	5	12	10
Cardiac Arrest	189	169	182	153	180
Chest Pain	341	296	412	376	412
Choking	44	43	33	32	38
Diabetic / Insulin Problem	125	160	131	158	142
Drowning	1	2	5	3	3
Eye Injury	10	3	6	7	13
Fall	596	598	630	645	665
Injury, Miscellaneous	117	114	148	132	175
Overdose	118	100	129	107	132
Poisoning	1	6	2	6	7
Pregnancy / Childbirth	30	30	28	15	20
Psychiatric / Suicidal	61	70	70	79	77
Seizure / Convulsions	351	374	373	357	367
Stroke	141	98	146	147	125
Traffic Related Injury	865	910	932	803	824
Unconscious	589	564	607	620	707
Unknown Illness / Injury	935	1093	1287	1201	1052
Elderly / Disabled Assist (BLS)	193	171	174	123	140
Minor Injury (BLS)	219	173	215	189	174

**B. COSTA MESA EMERGENCY AMBULANCE & PATIENT BILLING SERVICES  
PROPOSAL SUBMISSION FORM (This page is the title page of the Proposal Submission Form)**

**CITY OF COSTA MESA  
EMERGENCY AMBULANCE &  
PATIENT BILLING SERVICES  
PROPOSAL SUBMISSION FORM**

PROPOSER COMPANY NAME:

PROPOSER COMPANY ADDRESS:

PROPOSER CONTACT PERSON NAME:

PROPOSER CONTACT PERSON TELEPHONE:

PROPOSER CONTACT PERSON E-MAIL ADDRESS:

## TABLE OF CONTENTS

SECTION I	EXPERIENCE
SECTION II	OPERATIONAL SYSTEMS
SECTION III	PATIENT BILLING SYSTEMS
SECTION IV	FINANCIAL ANALYSIS
SECTION V	VEHICLE MAINTENANCE & RECORDS
SECTION VI	TRAINING / CONTINUING EDUCATION
SECTION VII	CARE / TRANSPORT SYSTEM DESIGN
SECTION VIII	STATEMENT OF UNDERSTANDING & TRUTH

## SECTION I – EXPERIENCE

- 1) List the name, address, and share of ownership of all owners of the proposing corporation/firm.
- 2) List the name, address, and phone number of all organizations, corporations, firms, or persons with which the proposing corporation/firm has been associated in business, as partners or business associates, within the last five (5) years. An affidavit from the provider stating non-conflict of interest will satisfy this requirement.
- 3) List the name(s) of all organizations, corporations, or firms for which the proposing corporation/firm holds controlling or financial interest.
- 4) Explain, in detail, any previous or current litigation involving the proposing corporation/firm, or any principal officers thereof, in connection with any contracts or proposals for emergency ambulance services.
- 5) Explain, in detail, any failure or refusals, by the proposing corporation/firm, to fulfill the requirements of a contract for emergency ambulance service or any other ambulance service contract.
- 6) List the name, address, and phone number of at least three (3) hospitals or other medical facilities with which the proposing corporation/firm has provided ambulance services during the past twelve (12) months and which may serve as references.
- 7) Number of years Proposer has provided ambulance services (911 and/or IFT) in/as part of an organized emergency medical service system? Include in the answer a breakdown of Proposer's history as a sole company, and Proposer's history after partnering/merging with other companies, and the experience (in years) of each combination.
- 8) List the name, address, and phone number of all organized emergency medical service systems within which the Proposer has operated, either in a 911 or IFT capacity.
- 9) Describe the experience and qualification of the Proposer's management team (executive management, medical director, middle management, and supervisors) in the area of ambulance operations or related fields. Indicate how long each employee has been employed with Proposer. (Include resume/Curriculum Vitae for Medical Director and Training/Education Director).

10) List name and location of existing or proposed:

- a) Business office location within the County of Orange.
- b) Liaison office location within the County of Orange.
- c) Field Supervisor office location within the County of Orange.
- d) Twenty-four (24) hour dispatch/communication center.

11) Attach any current personal, business or professional licenses or certificates (include copy of national accreditation certificate(s)) with relevance to this RFP and the provision of emergency ambulance services.

12) List the name, address, and phone number of all Public Safety agencies with which the proposing corporation/firm has provided emergency ambulance services during the past five (5) years, either as their primary provider or in a backup capacity.

## SECTION II – OPERATIONAL SYSTEMS

- 13) Describe in detail the dispatch system to be utilized in the performance of the operational plan. Include any Automatic Vehicle Locator systems employed in conjunction with the dispatch system.
- 14) Describe in detail how (Ambulance Deployment System) the following operational standards will be met and adhered to:
  - a) Enroute to On Scene Interval, Code 3 time shall not exceed 10 minutes.
  - b) Enroute to On Scene Interval, Code 2 time shall not exceed 15 minutes.
  - c) Upon request for response, the emergency ambulance provider for the indicated response area shall have the responding unit en route within 1 minute 07:00 – 20:00, and within 2 minutes 20:00 – 07:00.
  - d) The emergency ambulance provider shall have a field supervisor immediately available by radio and mobile phone and stationed within the County of Orange on a 24-hour basis.
- 15) Proposer must include a statement that Proposer agrees to comply with items 14a, 14b, 14c above, with a ninety percent (90%) fractile compliance in any given calendar month.
- 16) Indicate whether or not Proposer plans on furnishing the station(s) with those items listed as optional in the main RFP, Section V, C, 2 Facility Furnishings & Inventory.
- 17) Describe the shift schedule system and staffing plan that Proposer will use for CMFD ambulances and crews.
- 18) Describe Proposer's chemical dependency and CISD programs. The CISD program description should include Proposer's plan, if any, to replace a CMAO who desires or needs to go off-duty after a threshold emotionally traumatic event.
- 19) Proposer shall describe Proposer's uniform allocation and cleaning policies, which should show how they support and foster the goal that CMAOs always be properly uniformed and appear professional.
- 20) Proposer must describe Proposer's compensation and benefits plans and provide at least a general indication as to how the plans compare to the other ambulance companies in the county in terms of attracting and retaining EMTs. Also, describe Proposer's recruitment strategy.

For the purpose of deployment and reporting, the entire City shall be considered one (1) reporting area.

### **SECTION III – PATIENT BILLING SYSTEMS**

The City of Costa Mesa charges non-residents a \$230 Basic Life Support (BLS) transport fee, and a \$375 Advanced Life Support (ALS) transport fee.

21) Using this information, and the parameters described in the main RFP (Section VI), describe in detail how Proposer would calculate, charge and collect all applicable patient care and transportation charges.

## SECTION IV – FINANCIAL ANALYSIS

- 22) Attach audited financial statements and/or documents to indicate financial responsibility and solvency, inclusive of current assets, liabilities, and net worth. (Financial statements and documents will be held as confidential proprietary information and disclosed only for the purpose of evaluation.) All certifications should be by an Independent Certified Public Accountant. 'Independent' is defined within the scope of this document to mean a Certified Public Accountant or Accounting firm in which none of the Certified Public Accounts, or its employees, have a financial interest in the ambulance company, serve on the Board of Directors of the ambulance company, or receive monetary payment or service reimbursement from the ambulance company other than for Certified Public Accounting related accounting functions.
- 23) All financial statement(s) should be for the last fiscal year unless the current fiscal year closes out ninety (90) days from the date of the RFP, in which case, the prior fiscal year's statements will be accepted.
- 24) Attach a copy of the Proposer's "Proposed Operating Budget" for the service to be provided in this submission. Include costs for:
- a) Personnel
  - b) Vehicles
  - c) Medical Equipment and Supplies
  - d) Capital expenses (New for this project)
  - e) Proportionate share of ongoing expenses
  - f) Include estimated revenues based on analysis made above.
- 25) Include a list of the Proposer's commitments and potential commitments, which may impact assets, lines of credit, guarantor letters, or otherwise affect the Proposer's ability to perform the contract.

## SECTION V – VEHICLE MAINTENANCE AND RECORDS

- 26) Provide the name and location of vehicle maintenance facility (contracted facility or facility owned and operated by proposer) and name of person that is knowledgeable concerning proposer's maintenance records.
- 27) Provide the name and location of electronic repair or service facility (radio, cellular, vehicle locator system, other communication systems) and name of person that is knowledgeable concerning proposer's maintenance records.
- 28) List the frontline/dedicated emergency ambulance vehicles that will be used to service the City of Costa Mesa. Indicate the unit #, age and mileage of each ambulance to be utilized for this contract. (Mileage is defined as the mileage at time of proposal submission.)
- 29) List the reserve emergency ambulance vehicle that will be used to service the City of Costa Mesa during the term of this contract. Indicate the unit #, age, make, type and mileage of each vehicle.
- 30) List the backup emergency ambulance vehicles that will be used to service the City of Costa Mesa during the term of this contract. Indicate the unit #, age, make, type and mileage of each vehicle.
- 31) Describe, in detail, the preventative and regular maintenance program for frontline, reserve, and backup vehicles. Include average number of miles between service appointments for first line and reserve units. Also include the location where the vehicle specification and maintenance records can be reviewed. Include the replacement ambulance plan/system.
- 32) Describe Proposer's backup ambulance plan, including the designations (unit number), specifications and mileage, and deployment scheme for all the proposed backup ambulances. The backup ambulance plan should also explain Proposer's plan, if any, for contacting other ambulance companies to request an ambulance if for any reason Contractor is unable to provide any backup ambulances.

**SECTION VI – TRAINING / CONTINUING EDUCATION**

- 33) Describe Proposer’s current programs utilized for training of new employees, including driver training, and for the ongoing continuing education of existing employees, including remediation. Include the location of training records. Training records (Driver, Substance abuse and EMT) may be requested for review.
- 34) Describe how Proposer will ensure that the EMTs in its employ obtain the 24 hours and complete the 10 competencies required for renewal, and how Proposer’s EMT certification renewal process works.
- 35) Describe how the medical director is utilized as a training resource for personnel.
- 36) Describe the experience and qualifications of line personnel (drivers, attendants, and dispatchers). This information should be based on the company’s California area experience and include the following information:

37) Complete the following Personnel Information Sheet:

	Management	Line Personnel
Number of Employees:	_____	_____
Average Time in Profession:	_____	_____
Average Time with Proposer:	_____	_____

- 38) Attach a copy of the proposed or actual quarterly report form to be utilized in reporting all the information described in the main RFP (Section V, A, Data Collection & Reporting).
- 39) Describe how Proposer intends to verify proficiency in the following core BLS skills/topics before an EMT is assigned to a CMFD ambulance:

- a. **BLS SKILLS**
  - 1. Oxygen Therapy (Cannula, Mask, NRB Mask)
  - 2. Foreign Body Airway Obstruction (FBAO) Removal (Adult, Child, Infant)
  - 3. Airway Suctioning (Adult, Child, Infant, Neonate)
  - 4. Tracheostomy Management (suctioning, ventilation)
  - 5. Bag-Valve-Mask (BVM) Ventilation (Adult, Child, Infant, Neonate)
  - 6. CPR (Adult, Child, Infant, Neonate)
  - 7. AED (Adult, Child)
  - 8. Emergency Childbirth, including complications
  - 9. Neonatal Resuscitation
  - 10. Traction Splint (Sager)
  - 11. Kendrick Extrication Device
  - 12. Cervical Collar Application & Spinal Immobilization
- b. **EQUIPMENT**
  - 1. On-Board & Portable Suction Units
  - 2. On-Board & Portable Oxygen Tanks
  - 3. On-Board and/or Portable 800 MHz Radios
  - 4. MED-10 Radio
- c. **PROTOCOLS**
  - 1. OCEMSA Policy/Procedure #900 (Multiple Casualty Incident Plan)

## **SECTION VII – CARE / TRANSPORT SYSTEM DESIGN**

- 40) Start Up Plan: Describe in detail how you propose to start operations in a timely manner. Include any time frames or delays due to equipment or vehicle acquisition.
- 41) In considering all the previous questions together, discuss in detail the system design you propose. Take into account the priorities of clinical excellence, consistent response times, and state-of-the-art systems management. It is the stated desire of the Costa Mesa Fire Department to contract with an emergency ambulance transport provider that can work with the fire department to create organizational synergies that will lead to improved patient care, system continuity, and cost containment.

**C. STATEMENT OF UNDERSTANDING & VERACITY**

I, Proposer Representative, declare, under penalty of perjury, that we have thoroughly reviewed and studied the "City of Costa Mesa Request for Proposals for Emergency Ambulance & Patient Billing Services." We fully understand the letter, intent, and rationale of all provisions. We accept and will comply with all requirements, terms, and conditions specified for the duration of the contract period to meet the expectations of the Costa Mesa Fire Department.

Furthermore, the information presented in our proposal is accurate and true to the best of my knowledge. I am aware that, should any information be found false, the City of Costa Mesa may pursue any and all remedies authorized by law which shall include the right, at the option of the City of Costa Mesa, of declaring any contract made as a result thereof void. I, the Proposer Representative executing this proposal, warrant that I have been duly authorized to execute this proposal on behalf of Proposer and understand that Proposer is hereby formally bound to the provisions of this RFP.

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

**D. NON-COLLUSION AFFADAVIT**

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY  
PROPOSER AND SUBMITTED WITH BID (PROPOSAL)

---

STATE OF CALIFORNIA

ss.

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn deposes and says that he is \_\_\_\_\_ of \_\_\_\_\_ the party making the forgoing bid that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said proposer has not in any manner directly or indirectly sought by agreement, communication, or conference with any one to fix the bid price of said proposer or of any other proposer, or to fix any overhead, profit, or cost element of such bid price or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, , and further, that said proposer has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said proposer in this general business.

By \_\_\_\_\_

**E. HOLD HARMLESS & INDEMNIFICATION AGREEMENT**

\_\_\_\_\_, hereby represent that he/she is the \_\_\_\_\_ of (the "Proposer"), the party submitting the forgoing bid; and that the Proposer agrees to indemnify, defend (with counsel of the City's choice), and hold harmless the City, its officials, officers, employees, agents, representatives, and City-designated volunteers from any and all claims, demands, actions, litigation, expense, defense costs or liability of any kind or nature (hereinafter "Claims") arising out of or in connection with Proposer's officers, employees, representatives, products, and subcontractors performance, or failure to perform, under this proposal, excepting only such Claims which arise out of the sole negligence of the City.

\_\_\_\_\_(signature line)

**F. AUDIT AUTHORIZATION STATEMENT**

I, Proposer Representative, hereby grant permission to the City of Costa Mesa and its representatives to review, inspect, and/or audit all documents and records identified or referred to by Proposer, either in writing or orally, at any time during the RFP process in furtherance of Proposer's efforts to be awarded a contract. I further promise to provide the City of Costa Mesa any further information requested for the accurate assessment of Proposer's qualifications and ability to perform the proposed services and meet all requirements and expectations.

---

SIGNATURE