

Request for Proposals (RFP)
to Provide Exclusive Emergency &
Non-Emergency Ambulance Service
in National City, California

RFP#GS0506-6

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I. GENERAL DESCRIPTION OF THE PROJECT

NATIONAL CITY has designed this procurement process in order to select a provider of emergency and non-emergency ambulance services that will operate under a performance-based contract.

A. INTENT

NATIONAL CITY is empowered to contract for emergency and non-emergency ambulance services in a designated exclusive operating area (EOA) that encompasses the incorporated area of NATIONAL CITY so that each individual citizen or visitor in NATIONAL CITY can be ensured that ambulance service is available, that emergency medical care is consistent with medical expectations and community performance standards, and that the cost for all services is fiscally appropriate and justifiable. As a part of the process for selecting a service provider for an exclusive ambulance services agreement, NATIONAL CITY is soliciting the qualifications and proposals of Applicants so that it may select an ambulance service contractor that is worthy of the public's trust.

B. REASONABLE INITIAL TERM

This procurement takes into consideration the fact that the establishment of an effective and profitable ambulance service is complex and requires considerable start-up expenditures, even before service is initiated. Furthermore, NATIONAL CITY recognizes that a multiple year commitment is necessary to allow the successful Applicant a reasonable opportunity to recover start-up costs, and to produce a reasonable return on their investment. Therefore, this procurement includes an initial term of contract of five (5) years from the contract start-up date, with the possibility of two, two-year extensions based upon evaluations of performance by NATIONAL CITY.

C. PERFORMANCE BASED AGREEMENT

Contractor shall provide emergency and non-emergency ambulance coverage for NATIONAL CITY with advanced life support (ALS) ambulances 24 hours a day, 365 days a year for 100% of the time that the contract is in effect. This means that the Contractor will be responsible for responding to all requests from the National City Fire Department, National City Police Department or any other caller within NATIONAL CITY for emergency and non-emergency ambulance service within the designated exclusive operating area for ambulance services controlled by NATIONAL CITY.

The contract awarded shall be a performance-based agreement. Therefore, the contract's requirements shall be based heavily upon performance measures and methods specified herein. Penalties for non-performance, including termination of the agreement, may be imposed at the sole discretion of NATIONAL CITY according to the terms of the agreement.

D. COMPENSATION

The primary compensation for the Contractor for services rendered under the contract will be funds received from fee-for-service billings and collections from patients and responsible third parties.

The fees charged for services rendered shall be reviewed by and subject to the approval of NATIONAL CITY with adjustments made as deemed necessary by NATIONAL CITY.

NATIONAL CITY shall provide no funding for services provided by Contractor.

E. EXCLUSIVE OPERATING AREA

This procurement will restrict operations within NATIONAL CITY to a single provider of emergency and non-emergency ALS ambulance service for requests initiated through the 9-1-1 system as selected through this procurement process. No other entity will be allowed to operate as an emergency ambulance service within such exclusive operating area (except in situations of mutual aid).

F. PUBLIC SAFEGUARDS

As this procurement will restrict operations to a single provider of emergency and non-emergency ALS ambulance service, public safeguards must be established in order to ensure that clinical performance, response time performance, user fees, and service availability are managed in such a manner that protects the public health and safety. Therefore, this procurement includes strict standards for the operation of an emergency and non-emergency ALS ambulance service including clinical standards, response time performance, communication requirements, staffing requirements and emergency replacement provisions. These requirements are structured in order to ensure that when requests are made for the Contractor's ambulance, highly trained, qualified, and experienced personnel will provide quality medical care; that such care will be provided on a timely basis; and that charges for such services will be reasonable.

NATIONAL CITY must ensure that provisions exist for allowing NATIONAL CITY to monitor Contractor performance on a daily basis and to allow for the continuation of

services in the case of default by the Contractor. Therefore, provisions of this procurement have been structured to allow NATIONAL CITY coverage to funds to monitor Contractor performance on a daily basis and, in the event of default, to obtain a replacement emergency and non-emergency ALS ambulance service in the interim period from the Contractor's default until a new Contractor can be selected. By participating in this procurement process, prospective Applicants recognize and acknowledge the importance of the public health and safety and agree that performance monitoring and emergency replacement provisions, as outlined in this procurement process, are necessary and important provisions.

G. SCHEDULE OF EVENTS

Applicants should assume that this procurement will adhere to the schedule outlined below:

- February 2, 2006 - RFP released
- February 15, 2006 at 5 PM - Deadline for submission of questions and requests for clarifications
- March 1 at 5:00 PM - Deadline for submission of proposals
- March 20, 2006 - Oral Presentations
- April 3, 2006 - Notification of Selected Applicant
- April 4 - 18, 2006 - Contract negotiations
- June 1, 2006 at 12:01 AM - Contractor begins operations

The following National City Fire Department official is designated as the Ambulance Procurement Coordinator.

Donald Condon
Battalion Chief / Ambulance Procurement Coordinator
National City Fire Department
1243 National City Boulevard
National City, CA 91950-4301
(619) 336-4552

Unless notified in writing / email by the Ambulance Procurement Coordinator of a schedule change, the above schedule will be adhered to.

H. GLOSSARY OF TERMS

At Scene Time - is defined as the moment when the unit is physically stopped at the correct scene (wheels of the unit stop) or the responding crew exits the ambulance at the correct scene. In situations where the unit has been directed to respond to a location

other than the scene (e.g., staging areas for hazardous materials/violent crime incidents or non-secured scenes), arrival at scene shall be the time the unit arrives (wheels of the unit stop) at the designated staging location.

In instances when units fail to report "at scene", the time of the first communication verifiably transmitted from the scene by that unit, or a status transmission from a mobile data terminal, shall be used as the "at scene" time. However, the Contractor may appeal such instances when it can document the actual arrival time through another means (e.g., first responder, communications tapes/logs, etc.).

Response time standards do not apply to situations where the Contractor is canceled prior to arrival at scene unless the cancellation occurred due to excessive response time.

Dispatch Processing Time - is the time interval from when the Contractor's dispatch center first receives a request for an emergency or immediate ambulance response until an ambulance unit is en route.

Emergency Incident - is defined as an incident where an immediate response is required using lights and sirens.

Excessive Response Time - is defined as any response time greater than 19 minutes, 59 seconds.

Non-Emergency Immediate Incident - is defined as an incident where an *immediate* response is required without the use of lights and sirens.

Non-Emergency Scheduled Incident - is defined as an incident where the caller from a residence or healthcare facility requests non-emergency transport for a specific date and time.

Request Received - shall be defined as the instant the incident address is received from the 9-1-1 communications center or is directly confirmed by the Contractor's dispatch center.

Response Time - is measured from the time the request for service is received at the Contractor's dispatch center until a fully staffed and equipped unit arrives at the scene of the incident.

II. GENERAL DESCRIPTION OF SERVICE AREA

A. DEMOGRAPHY

The Exclusive Operating Area (EOA) includes all of NATIONAL CITY and other county areas serviced by NATIONAL CITY under the EOA agreement with the San Diego EMS Authority. A detailed map of the EOA and specific response zones is provided in the appendix of this RFP.

B. HISTORICAL PERFORMANCE

NATIONAL CITY has had an agreement for emergency and non-emergency ALS ambulance service with a local provider for many years. NATIONAL CITY desires to consider its options with any interested providers of high quality ambulance services. This procurement process is in no way a reflection on the quality of service being provided to NATIONAL CITY by the current Contractor.

NATIONAL CITY shall make available to all *registered Applicants* (See Section III.A) an electronic copy of EMS response data reported for the period from 8/1/2004 through 7/31/2005. This electronic copy will be distributed in a Microsoft Excel format. The data includes:

- Incident date
- Incident number
- Incident address
- Times
 - received
 - dispatched
 - en route
 - on-scene
 - transport
 - arrival
- Response priority
- Map grid
- Latitude and longitude coordinates

III. PROCUREMENT PROCESS

A. REGISTERED APPLICANTS

Entities seriously considering submission of a bid are strongly encouraged to formally register as a Applicant with the National City Fire Department Ambulance Procurement Coordinator. Registered Applicants will:

- Receive a CD or email with prior call data which may be used as the basis for both deployment planning and a development of the Applicant's proposed ambulance rate schedule
- Have a designated contact person placed on the distribution list for any procurement process updates, addenda, and to receive copies of any responses to questions or requests for clarifications submitted by any other Applicants.

To formally register, send correspondence requesting to be listed as a registered Applicant to:

Donald Condon
Battalion Chief / Ambulance Procurement Coordinator
National City Fire Department
1243 National City Boulevard
National City, CA 91950-4301
(619) 336-4552

Please include the name of the Applicant organization as well as the name, title, surface mail address, email address, phone number, and fax number of the person that is designated by the Applicant to be their official contact person regarding this procurement.

B. RANKING OF PROPOSALS

This procurement process will consider various factors in evaluating all proposals. Through the evaluation of these factors, NATIONAL CITY will identify the most qualified Applicant that meets or exceeds NATIONAL CITY'S minimum requirements as specified herein.

The past performance and experience of the Applicant, as demonstrated in the Applicant's credentials, will weigh heavily in the evaluation process. This is because past performance can be evaluated more objectively than proposed performance. Any Applicant can promise to provide services, even if they do not have the ability to actually perform to such a level.

In preparing proposals, all Applicant's user fees and compensation assumptions should be based strictly upon the EMS run data provided to all registered Applicants. Applicant's must complete a 'Proposed Ambulance Rates Worksheet' in order to facilitate an "apples to apples" comparison of competing Applicants. This form may be found in the appendix of this RFP.

Proposed ambulance rates should be listed on the Ambulance Rates Worksheet and included in the proposal in the location designated in the Mandatory Table of Contents (see Section VIII.A).

C. CONTRACT MODELS

1. *Basic Offer*

This contract will award exclusive market rights for the provision of all emergency and non-emergency ALS ambulance services originating in the exclusive operating area from NATIONAL CITY Fire Department's 9-1-1 Communications Center.

2. *Desired System Enhancements*

The Applicant may propose the provision of additional services, which the Applicant offers as enhancements to the EMS system. These may include one or more of the desired enhancements listed by NATIONAL CITY (see below). The Applicant should note that system enhancements may be included in the ranking of proposals. The following items are the desired system enhancements to be considered by Applicants for inclusion into their proposals:

- Co-branding of ambulances to be used in NATIONAL CITY with the Contractor's and National City Fire Department's names, logos, etc.
- Support NCFD community education efforts with:
 - Creating and on-going support of the NATIONAL CITY Fire Department Explorer Post
 - Creating and on-going support of a Fire / EMS Technology Program at Sweetwater High School, which is envisioned to operate much like a high school ROTC program.
- Establishment of an equipment and services upgrade fund which shall be funded to a specified annual contribution level specified in the Applicant's proposal. These funds will be held in an escrow account with expenditures made only as mutually agreed upon by the Contractor and the Contract Compliance Officer. Any unused funds at the end of the 5 year initial contract period or at the end of

any earned extension will revert to the NATIONAL CITY Fire Department unless a carry-over into a contract extension period is mutually agreed to by both parties.

- Provide access to or fund training for NATIONAL CITY Fire Department management staff to receive training in statistical process control, six sigma, and other performance improvement methods. Ideally, this would be done jointly with the Contractor's own management staff.
- Securing accreditation for the contractor's ambulance operation from the Commission on Accreditation of Ambulance Services (CAAS; www.caas.org)

D. APPLICANT QUALIFICATIONS

Because human lives are at stake, and because this procurement should attract participation by multiple firms, this procurement has been designed to identify qualified organizations that possess the resources and the experience, breadth and depth of qualifications to provide high quality ambulance services in a manner consistent with the requirements specified herein. These responses should attest to the Applicant's experience and ability to provide the services described herein,

1. The Applicant's credentials shall include the submission of the items shown in the Qualifications section of this document. National City Staff shall notify any Applicant deemed as not having adequate credentials that demonstrate the capability of providing ambulance services consistent with expectations of this RFP
2. Initial evaluations shall be based upon the assumption that all claims made and credential submissions are true.
3. Upon tentative award of the contract, the apparent winner's claims of qualifications shall be checked and verified, including site inspections, if appropriate, prior to and after acceptance of a binding contract award.

E. PRE-BID CONFERENCE; QUESTIONS AND REQUESTS FOR CLARIFICATIONS

A pre-bid conference *will not* be held. Any questions or clarifications must be submitted via email to Donald Condon, Battalion Chief, National City Fire Department at dcondon@ci.national-city.ca.us. Answers to all questions received will be provided to all known potential bidders via an addendum that will be sent out via email (or certified mail upon special request by an Applicant). A copy of all questions received

and of all replies sent will be relayed to the email address (or physical address by special request of an Applicant) of the primary contact person listed for each registered Applicant.

F. EVALUATION OF QUALIFICATIONS AND RESPONSIVENESS

All proposals will be given a preliminary review on a pass/fail basis by the Ambulance Procurement Coordinator.

This preliminary review will address two areas:

- Determination if the Applicant's response to qualifications section of this RFP demonstrates that the Applicant has prior experience in providing managing ambulance service in a performance contract setting or demonstrates the capability thereof.
- Determination if the proposal contains all required elements

Proposals found to be deficient in one or both of these areas will be deemed non-responsive. Bids judged to be responsive in this preliminary review will move ahead to a complete review of the Applicant's proposal. Bids determined to be non-responsive will be rejected and will not be allowed to continue in the RFP review process.

G. APPEAL OF FINDING OF NON-RESPONSIVENESS

Firms whose credentials or proposal are found to be non-responsive in the preliminary review phase shall be notified of that finding by registered mail, with a written explanation of the apparent deficiencies. Firms notified that their bid is non-responsive may appeal such a ruling to the Fire Chief. Appeals will only be allowed for situations where there has been a possible misinterpretation of the responsiveness of the Applicant's credentials/proposal during staff's review. Incomplete or unclear information submitted in the Applicant's credentials/proposal will not form the basis of an appeal, and the Applicant will not be allowed to submit additional information to correct noted deficiencies.

Such an appeal shall be made in writing to the Fire Chief of NATIONAL CITY to be postmarked within Ten (10) business days of the mailing date of the notice of non-responsiveness. The request for appeal shall include the Applicant's specific objection to the bid being classified as non-responsive and the specific section of the Applicant's proposal, which includes the required documentation, which is at issue. The Applicant may not submit additional information, which was not included in the Applicant's credentials/proposal.

Applicant's credentials/proposals, which is the subject of an appeal, will be submitted to the *Procurement Committee* pending a ruling. Such a ruling will be made within ten (10) business days. Rejection of an appeal will result in the Procurement Committee discontinuing its review and evaluation of the Applicant's credentials/proposal.

H. QUALIFICATIONS AND QUALIFICATIONS REVIEW PROCESS

All proposals should address the following areas in the Qualifications section (also refer to the Mandatory Table of Contents (Section VIII.A):

Organizational Background (Limited to 2 pages)– Describe the history and background of the organization with an emphasis on those aspects of its mission, vision, values and culture that promote exceptional customer satisfaction, emergency medical service excellence, and economic efficiency in delivery of emergency and non-emergency ambulance services.

Experience in Managing a Performance-Based Ambulance Service Contract or Equivalent (Limited to 5 pages) – Describe the organizations depth and breadth of experiences in providing emergency and non-emergency ambulance services, with an emphasis on those provided in a performance-based contract environment. If the Applicant does not have experience managing and operating an ambulance service under a performance contract, it will be necessary to provide information that presents a clear and convincing capability to implement and manage a service with those types of requirements. Include contact information for each service delivery experience cited. The contact person should be a municipal or institutional official who can verify information regarding the Applicant's experience. Contact information should include the contact person's name, organization, title, surface mail address, email address, and telephone number.

Response Time Performance (Limited to 5 pages) – For each service delivery experience cited in the above section on *Experience Managing a Performance-Based Ambulance Service Contract or Equivalent*, quote the language from the contract, ordinance or other source that holds your organization accountable for response time performance. Also include data regarding response time performance for the 12 most recent months of performance for which information is available, in the following format:

For the 12 month period:

- Beginning _____(Month, day, year)
- Ending _____(Month, day, year)
- Total number of emergency responses: _____
- Percentage of responses responded to within _____ minutes _____ seconds. Please use the time standard used in the contract or, if not applicable, time at the 90th percentile of compliance.

If the Applicant does not have experience managing and operating an ambulance service under a performance contract with explicit response time performance requirements, it will be necessary to provide information that presents a clear and convincing capability to implement and manage a service with those types of requirements.

Financial Strength (Limited to 5 pages)– Describe the financial strength of the organization in a way that demonstrates the depth of resources needed to ensure high quality ambulance services for the duration of the 5 year minimum contract period. Specifically, cite the company's financial statistics for the following items for FY 2003 and FY 2004. Also include FY 2005 if possible.

- Current Ratio (Current assets divided by current liabilities)
- Working Capital (Current assets less current liabilities)
- Debt to Equity (Long-term debt divided by total shareholders (owners) equity)
- Total Shareholders (Owners) Equity

Waiver of Process Challenges – Applicants shall include an original letter signed by an authorized officer or agent reflecting the following language /intent:

(Company name) waives and agrees that it is estopped to assert any of the following process challenges in connection with the RFP:

- Any process challenge based upon facts, circumstances, or events now known to (company name), and
- Any challenge premised upon the content of the RFP, not to include future applications or proceedings under the RFP

If a Applicant is unwilling to submit such a letter, it shall state the facts, circumstances, events, or RFP provisions that are believed to legally question the RFP process.

It should be noted that the purpose of the opportunity to submit email questions and requests for clarifications on the RFP is to receive suggestions from Applicants for altering bid specifications before submissions of offers. If a prospective Applicant has suggestions for modifying NATIONAL CITY bid specifications, it should submit its request in writing before the email questions and requests for clarifications deadline to obtain a ruling on the matter before submitting its proposal.

Copies of the letter for Waiver of Process Challenges (or the letter outlining the Applicant's issues with the RFP process) should be inserted into the proposal document as shown in the Mandatory Table of Contents. The original letter should be inserted in the copy of the proposal marked 'Original' and will contain any other 'original' versions of specified documents or attachments with signatures or notarizations.

Qualifications Review Process

Where credential documentation relative to a specific requirement is incomplete or silent, it shall be assumed that the prospective Applicant is deficient. Thus, it is in the prospective Applicant's own interest to submit complete and accurate information relative to each of NATIONAL CITY'S qualification requirements.

Prospective Applicants are advised that NATIONAL CITY reserves the right to continue its investigation of credential claims after the contract is awarded and throughout the term of the contract, and that the furnishing of false or misleading incomplete information during the bid process may constitute a major breach of contract even if discovered after the contract awarded.

I. PROPOSAL REVIEW

The process for review of proposals to this RFP is designed to evaluate the Applicant's compliance with the minimum standards specified herein, and to additionally evaluate the relative merits of each element of any proposal which exceeds the minimum operational requirements.

The proposal rating method to be employed in the procurement shall judge and compare each prospective Applicant on the various criteria. Where proposal documentation relative to a specific requirement is incomplete or silent, it shall be assumed that the prospective Applicant is deficient. Thus, it is in the prospective Applicant's own interest to submit complete and accurate information relative to each of NATIONAL CITY'S proposal requirements.

Proposals meeting minimum criteria in all areas shall be ranked. Each member of the procurement committee shall individually determine the winning proposal submission in each specific category and shall award to that firm the maximum points shown for that category. Each other firms' submission in that same category shall then be compared with the firm's proposal that won for a given category and awarded a lesser point total for that category consistent with the reviewer's opinion regarding the relative strengths of the competing submission. The sum of each individual reviewer's score shall determine each Applicant's ranking.

J. PROCUREMENT COMMITTEE

This procurement is being conducted under the supervision of NATIONAL CITY staff with the assistance of a Procurement Committee. Prospective Applicants are prohibited from discussing this procurement with members of the Procurement Committee, except through the designated email questions submitted to NATIONAL CITY Ambulance

Procurement Coordinator as described on pg. 13, Section E. Any lobbying or inappropriate interaction with Procurement Committee members may result in disqualification of a prospective Applicant.

The Procurement Committee shall be composed of:

- One Citizen Representative of NATIONAL CITY
- One Chief Level Officer from National City FD
- One representative from National City Government (separate from the FD)
- One NCFFA representative (Local 2744) Union Office
- One front-line uniformed firefighter from NCFD
- One EMS administrator from an outside fire or EMS agency
- One professional Purchasing Agent

K. EVALUATION OF DESIRED ENHANCEMENTS

The RFP allows the Applicant to propose optional service enhancements. Applicants proposing enhancements consistent with a sound system design will be awarded additional points accordingly.

The proposal rating method to be employed in the procurement shall judge each proposed option. Maximum point values for the suggested enhancements shall be established by the Procurement Committee. NATIONAL CITY staff will notify the Procurement Committee that such options are included in one or more proposals (prior to the Procurement Committee actually reviewing the specific proposal). Maximum point values will be established by the Procurement Committee based upon the option's relative value.

Proposed options shall be ranked using the method outlined herein. That is, each member of the Procurement Committee shall individually determine the winning proposal submission in each specific option category and shall award to that firm a relative score based upon the evaluation of the Applicant's proposed enhancement. In cases where multiple firms propose the same enhancement, each other firms' submission in that same category shall then be compared with the proposal that won for a given category. The points for those firms will be awarded a lesser point total for that category consistent with the reviewer's opinion regarding the relative strengths of the competing submission. Contrary to the credentials and proposals rating systems, the evaluator is not required to award the maximum point value to any firm within a single specific option category. Therefore, in cases where a single Applicant has proposed a specific option that no other Applicant has proposed, the evaluator does not have to award the maximum points and may rate the enhancement based upon the merits of the Applicant's proposal for providing the enhancement. A poor proposal for providing an important enhancement would accordingly receive a low ranking. The

evaluator may award zero points if they feel such a score is appropriate. The sum of each individual reviewer's score shall determine each Applicant's ranking.

L. USE OWN EXPERTISE AND JUDGMENT

Each Applicant is specifically advised to use its own best expert and professional judgment in deciding upon the methods to be employed to achieve and maintain the performance required under this contract. By "methods", NATIONAL CITY means compensation programs, shift schedules, personnel policies, supervisory structures, vehicle deployment techniques, and other internal matters which, taken together, comprise each company's own strategies and tactics for accomplishing the task. NATIONAL CITY recognizes that different companies or organizations may employ different production methods, perhaps with equal success. By allowing each Applicant to select, employ, and change its production methods, we hope to promote innovation, efficiency, and superior levels of performance.

M. ESTIMATED BUSINESS VOLUME

NATIONAL CITY specifically makes no representations concerning the number of requests for ambulance service, ambulance transports, quantities or length of long distance transfer services, or frequency of special event coverage that will be associated with this procurement. Any and all historical data on past volumes of business in the exclusive operating area or within NATIONAL CITY are provided mainly to illustrate the historical level of performance and not as a guarantee of future business volume.

N. COST OF PARTICIPATION

All costs of participation in this procurement shall be borne by the prospective Applicant.

O. REGARDING EXCEPTIONS

Offers submitted with exception to NATIONAL CITY'S bid specification shall be disqualified. The purpose of the email questions and requests for clarifications is to receive suggestions from Applicants for altering bid specifications before submissions of offers. If a prospective Applicant has suggestions for modifying NATIONAL CITY bid specifications, it should submit its request in writing before the email questions and requests for clarifications deadline to obtain a ruling on the matter before submitting its proposal.

P. REGARDING ORAL PRESENTATIONS

Some or all Applicants may be requested to provide an oral presentation. Applicants may elect to decline to provide such a presentation at their own risk.

Q. WITHDRAWAL OF PROPOSALS

No proposal may be withdrawn for a period of one hundred eighty (180) calendar days after the deadline for the receipt of proposals.

R. RIGHT TO REJECT ALL PROPOSALS

NATIONAL CITY reserves the right to reject any and /or all proposals received and not award the contract if such action is deemed to be in the best interest of NATIONAL CITY based on the criteria herein.

S. PROTEST

All protests must be made in writing and addressed to:

National City Purchasing Department
2100 Hoover Avenue
National City CA 91950
ATTN: Brenda Hodges, Purchasing Agent

Protests shall state the reason(s) for protest; citing the law, rule, regulation, or procedures on which the protest is based. If a protest is based on what appears to be an erroneous assessment of the ability of a competitor to meet the bid specification/requirements, the protester must provide facts and evidences to support the claim. Incomplete or unclear information submitted in the Applicant's credentials/proposal will not form the basis of a protest, and the Applicant will not be allowed to submit additional information to correct noted deficiencies. Certified or registered mail must be used to deliver a bid protest, unless it is delivered in person, in which case the protester should obtain a receipt of delivery.

All protests concerning the evaluation, recommendation, or other aspects of the selection process must be received by NATIONAL CITY as promptly as possible, but not later than fifteen (15) days from the date of mailing of the Notification of Award by NATIONAL CITY.

Each Applicant agrees, in consideration of NATIONAL CITY'S promise to review and consider each response, to bear the cost of any protest which that Applicant may lodge with NATIONAL CITY. Any protesting Applicant shall be required to post with NATIONAL CITY a sum of funds to cover the payment of NATIONAL CITY'S costs before NATIONAL CITY will consider any such protest or will embark upon evaluation thereof. The security required to be posted by the protesting Applicant shall be a cashier's check approved by NATIONAL CITY in the amount of ten thousand dollars (\$10,000). These funds will be used by NATIONAL CITY to recover the cost for resources used to reply to the protest. NATIONAL CITY will keep an itemized list of the costs incurred in responding to the protests and return the unused portion of the funds to the protesting Applicant whether the protest is successful or unsuccessful. NATIONAL CITY will not cash the cashier's check until the protest evaluation has been completed and NATIONAL CITY'S costs accumulated.

At that time, NATIONAL CITY will review the protest, assemble the evaluation data and the methodology used in determining the response award selection and submit it to the protesting Applicant.

In the event a protest is received in a timely fashion, it may result in the date of implementation of contract and services to be deferred. Final contract execution will be deferred until after resolution of the protest and will occur not later than seven (7) days following such resolution. Such dates shall be deferred to other dates agreeable to NATIONAL CITY and the successful Applicant, but shall not be deferred more than one day for each day of delay between the Notification of Award and the date of execution of the contract. In the event the original implementation of contract and services date occur after final contract execution but cannot be complied with due to the protest and the winning Applicant so notified NATIONAL CITY prior to contract execution, such dates shall be deferred to other agreeable date.

T. CONTRACT NEGOTIATIONS

Final contract negotiations between the winning Applicant and NATIONAL CITY will be based upon RFP standards and the Applicant's proposal including any proposed enhancements which are in the Applicant's proposal. It is NATIONAL CITY'S intent to develop a contract which will incorporate the minimum performance and contractual standards noted in the RFP. Additionally, it is NATIONAL CITY'S intent to incorporate provisions of the RFP and the Applicant's proposal, by reference, into the contract. Applicants are specifically cautioned to only include those standards into the Applicant's proposal that the Applicant specifically proposes to provide through such contract. Applicants should not participate in this process under the belief that minimum performance and contractual standards will be significantly altered during contract negotiations.

U. OFFICIAL CONTACTS ONLY

Applicants are advised that all general correspondence regarding this procurement should be made in writing to the Ambulance Procurement Coordinator:

Donald Condon
Battalion Chief / Ambulance Procurement Coordinator
National City Fire Department
1243 National City Boulevard
National City, CA 91950-4301
(619) 336-4552

Copies of questions and the answers to questions raised by any Applicant shall be sent in written form to every registered Applicant. Applicants shall not contact any member of the Procurement Committee, any member of NATIONAL CITY Council, any NATIONAL CITY employee involved in this procurement process, or any employee of any agency involved this procurement, except by way of the official communications channels provided for herein. Violation of this directive may result in disqualification from the procurement process. Any information obtained by Applicants from any source other than written communication from the Ambulance Procurement Coordinator shall be considered unofficial and possibly in error.

V. PUBLIC ACCESS TO SUBMITTED MATERIALS

All materials submitted by Applicants and prospective Applicants in response to this procurement process (including Applicant qualifications, documentation, and proposals) shall be considered public information. However, since having access to a Applicant's proposal submission would be an unfair advantage to competitors and might cause qualified firms to withdraw from competition, no public access to proposals shall be allowed until after the procurement process has been completed.

IV. "FAILSAFE" FRANCHISE COMPONENTS

A. PERFORMANCE SECURITY PROVISIONS

Because this procurement establishes a vendor whose purpose is to provide for the public's needs, NATIONAL CITY must ensure that provisions exist to allow for the continuation of services in the case of default by the Contractor. Therefore, provisions of this procurement and the contract have been structured to allow NATIONAL CITY

access to funds to obtain a replacement emergency and non-emergency ambulance service in the interim period from the Contractor's default until a new Contractor can be selected. By participating in this procurement process, the Contractor recognizes and acknowledges the importance of the public health and safety, and agrees that emergency replacement provisions, as outlined in this procurement process, are a necessary and important provision.

This procurement is structured to recognize the fact that even a stable entity of good reputation may have difficulty in securing performance bonding for a contract of this nature. For this reason, NATIONAL CITY shall require a Performance Security, provided that the Contractor may furnish such performance security by either the two methods listed below, or by a combination of the two methods approved by NATIONAL CITY. Contractor must obtain and maintain, throughout the term of the contract, a performance security in the amount of two hundred fifty thousand dollars (\$250,000.00) in one of the following forms:

1. An irrevocable letter of credit issued pursuant to this provision in a form acceptable to NATIONAL CITY Counsel and from a bank or other financial institution acceptable to NATIONAL CITY, the terms of which shall recognize and accept the contract's requirements for immediate payment of funds to NATIONAL CITY upon determination by NATIONAL CITY that, pursuant to provisions set forth herein, the Contractor is in major default and that the nature of the default is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to NATIONAL CITY; or
2. A cash deposit, which must be deposited with an escrow holder acceptable to NATIONAL CITY and subject to an escrow agreement approved by NATIONAL CITY. Any interest earned on the cash deposited as the performance security shall accrue to the benefit of NATIONAL CITY.

The Contractor shall indicate the form selected and shall include full and detailed documentation of their ability to comply with the requirements as planned.

The performance bond or irrevocable letter of credit furnished by the Contractor in fulfillment of this requirement shall provide that such bond or letter of credit shall not be canceled by the issuer of such bond or letter for any reason except upon thirty (30) calendar days advanced written notice to NATIONAL CITY of the intention to cancel said bond or letter of credit. Not later than 20 days following the commencement of the 30 day notice period, Contractor shall provide to NATIONAL CITY replacement

security acceptable to NATIONAL CITY. Failure to meet the bonding requirements after cancellation of a bond shall be determined to be a material breach of contract.

B. LAME-DUCK PROVISIONS

Should the Contractor fail to win the proposal in a subsequent competitive process, NATIONAL CITY shall depend upon the Contractor to continue the provision of services required under this contract in the manner and scope and at the level so prescribed until such time as the subsequent winning proposer takes over. Under these circumstances, NATIONAL CITY recognizes that the Contractor would, for a period of at least several months, be functioning as a "lame-duck" operator. During such period of time, the Contractor is expected to continue all operations at essentially the same level of effort and level of performance as were in effect prior to the award of the subsequent proposal. The Contractor shall specifically be prohibited from making any changes in the Contractor's methods of operation which would reasonably be considered to be designed primarily to reduce Contractor's cost of operations during the final stages of the Contract without the express written approval of NATIONAL CITY. In addition, the following shall apply in a given situation of "Lame-Duck" Contractor:

1. It is recognized that if a competing organization prevails in a future procurement cycle, or a Contract extension is not granted, the Contractor may reasonably begin to prepare for transition of service to the new Contractor during the "lame-duck" period, and NATIONAL CITY shall not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down inventory, etc., so long as such transition activities do not impair Contractor's performance during the "lame-duck" period and said activities have received the prior approval of NATIONAL CITY.
2. Contractor agrees not to reasonably impede, penalize or otherwise create hardship for any employee desiring to explore employment opportunities with the subsequent Contractor. Specifically, employees shall be allowed to sign contingent employment agreements with the subsequent Contractor at the employee's discretion. However, in no way does this provision permit employees sharing with or divulging to the subsequent Contractor any information about the Contractor, current operations, personnel matters, etc.
3. The parties agree that no records, data, or information, regardless of source, shall be erased, discarded, removed from the premises or modified without the specific written approval of NATIONAL CITY. Any information, spreadsheets, or data sets which may be required by this contract, whether in hard copy, tape or other electronic media, shall become the property of NATIONAL CITY at the

conclusion of the Contract. Any loss or damage to such records, materials or information, for any reason, shall be replaced/recreated by NATIONAL CITY and the cost for such restoration billed to the Contractor. This requirement shall not include materials proprietary to the Contractor except those items necessary to satisfy reporting and other requirements of this Contract.

4. Contractor shall insure that compliance to all vehicle preventative maintenance schedules is current, and that all repairs are made on deficiencies found during routine inspections. Any alteration in the maintenance schedule of vehicles shall be expressly prohibited.
5. Any records required of NATIONAL CITY to maintain compliance with State or Federal laws shall become the property of NATIONAL CITY.
6. Personnel records of employees shall, with the proper consent of employees, be released to NATIONAL CITY in a timely manner. However, any and all materials related to current employee salaries, wages, private contact information and/or benefits (medical, dental, pension, disability, etc.,) shall not be subject to public disclosure.
7. Unless otherwise specifically instructed, all requests for documents by NATIONAL CITY to the Contractor shall be met within two (2) weeks of written request for said documents. If not specifically requested, documents shall be provided by the Contractor to NATIONAL CITY at the end of the Contract term.
8. It is expressly understood and agreed to by both parties that any delay, lack of submittal of requested or required information, or impedance of any kind on the part of the Contractor as NATIONAL CITY attempts to exercise any or all of these provisions shall constitute an immediate breach of contract. In such case, the performance security shall be immediately encumbered by NATIONAL CITY.

C. EMERGENCY TAKEOVER

In the event NATIONAL CITY determines in its sole discretion that a Default has occurred and the nature of the Default could endanger the public's health or safety, such Default shall constitute a Default of the Contract. In such event NATIONAL CITY shall give the Contractor written notice setting forth with reasonable specificity the nature of the default and the reason such default endangers the public health or safety. Contractor shall have the right to cure such default within thirty (30) calendar days of receipt of such notice unless to do so would likely immediately endanger the public's health, safety or welfare. Within five (5) days of receipt of such notice, Contractor shall

deliver to NATIONAL CITY, in writing, a plan of action to cure and/or mitigate such default. If the Contractor fails to deliver such plan and/or fails to cure and/or mitigate such default (the determination of which shall be at the sole discretion of NATIONAL CITY), NATIONAL CITY may, in exercising an emergency takeover, utilize funds in the performance security escrow account to facilitate securing another temporary contractor or for temporary operation of ambulance services by NATIONAL CITY Fire Department personnel or another long-term contractor is engaged to perform the service.

The Contractor shall have the right of appeal of findings of Default. The Contractor shall also not be prohibited from disputing any finding of Default through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by NATIONAL CITY. Nor shall such dispute by the Contractor delay NATIONAL CITY'S access to the funds made available by the performance security escrow account. The contractor specifically stipulates and agrees that the foregoing conditions are reasonable and necessary for the protection of the public health and safety, and any legal dispute concerning the finding that Default has occurred shall be initiated and take place only after the emergency takeover has been completed, and shall not under any circumstances delay the process of an emergency takeover or NATIONAL CITY'S access to performance security funds as needed by NATIONAL CITY to finance such takeover of operations.

Contractor's cooperation with and full support of such emergency takeover shall not be construed as acceptance by the Contractor of the findings of Default, and shall not in any way jeopardize the Contractor's right of recovery should a court later find that the declaration of Default was made in error. However, failure on the part of the Contractor to cooperate fully with NATIONAL CITY to affect a smooth and safe takeover of operations, shall itself constitute a breach of the Contract, even if it is later determined that the original declaration of Default by NATIONAL CITY was made in error.

V. CONTRACT OVERVIEW

A. BACKGROUND: NATIONAL CITY FIRE DEPARTMENT AND SAN DIEGO EMS SYSTEMS

The City of National City is a coastal urban city located immediately south of San Diego and ten miles north of the United States /Mexico border. The city is the second oldest city in San Diego County, incorporated in 1887. National City is home to over 63,000 residents, 15,400 housing units, and 3,500 businesses over 8.5 square miles to include commercial/industrial manufacturing, large retail shopping centers, small family

owned businesses and several convalescent care centers housing the elderly and infirm. In addition, the NCFD responds to approximately 2,100 requests for service in the Lower Sweetwater Fire Protection District.

- National City has the youngest population of any jurisdiction in the county. The median age of National City residents is 25.8, two years younger than the next youngest jurisdiction and more than seven years younger than the median age for the county.
- National City has the second highest proportion of population under age five and the second lowest proportion age 65 and over (11% and 9%, respectively).
- National City is the most ethnically diverse jurisdiction in the county. It is the only jurisdiction with a majority Hispanic population (59%), Asian (18%), White (14%), Black (5%), and Other (4%).
- The average occupancy per household is 3.28 in National City - the highest in San Diego County.
- Two out of three (65%) National City households are occupied by renters, the second highest of any jurisdiction in San Diego County.
- The median income for National City households is \$27,500, which is the lowest in San Diego County. More than one in five (21%) people are below the poverty level.

More details on National City, National City Fire Department and the San Diego EMS System may be found on their respective websites:

National City Website: <http://www.ci.national-city.ca.us>

San Diego EMS Agency Website: <http://www2.sdcounty.ca.gov/hhsa>

B. SCOPE

NATIONAL CITY desires the provision of quality emergency and non-emergency ALS ambulance service within the exclusive operating area in order to provide for the public health and safety. This procurement is designed to obtain a high quality emergency and non-emergency ALS ambulance service Contractor ensuring service in an environment where the incentives are for high performance as opposed to "retail street competition for ambulance business". It is NATIONAL CITY'S responsibility to:

1. To conduct periodic bid competition to select and contract with a provider of emergency and non-emergency ALS ambulance service for the entire system;
2. To annually review and, if appropriate, approve adjustments to the user rates charged by the Contractor;

3. To review and approve any and all contractual commitments for emergency and non-emergency ALS ambulance services made within the exclusive operating area by the Contractor when such commitments would extend beyond Contractor's current contract; and
4. In the event of default, to secure an interim ambulance Contractor and provide for the management of all operations until a new Contractor can be secured.

Contractor shall provide emergency and non-emergency ALS ambulance service and ambulance dispatch service for the exclusive operating area 24 hours a day, 365 days a year for 100% of the time that the contract is in effect. This means that the Contractor will be responsible for responding to all requests for emergency and non-emergency ALS ambulance service that arise through the NATIONAL CITY Fire Department's 9-1-1 Communications Center and for transporting all patients that require an ambulance. Consistent with the provision of such services, Contractor shall furnish, operate, maintain and replace, as necessary, any and all items of equipment, apparatus and supplies, whether real, personal, or otherwise, and qualified personnel as may be necessary to fulfill its obligations under the contract.

The Contractor shall furnish and manage ambulance dispatch services, field operations including but not limited to dispatch personnel, field personnel, equipment maintenance, in-service training, quality improvement monitoring, purchasing and inventory control, and support services. All vehicles used in the provision of services for this contract, on-board durable or reusable equipment, radio and communications hardware, billing computer system hardware and software, all proposed communication infrastructure enhancements and all other equipment and software employed by the Contractor in the delivery of these services shall be furnished by the Contractor.

The Contractor will:

1. Utilize automatic aid / mutual aid units as necessary for services under this contract. The Contractor shall negotiate all automatic aid / mutual aid agreements. All such agreements must be submitted to NATIONAL CITY for review and approval;
2. Maintain all equipment and facilities;
3. Hire/fire and provide or arrange for in-service training of all dispatchers, field, and billing personnel;

4. Provide data consistent with the requirements in the contract and San Diego County EMS Agency policies and procedures; and
5. Cooperate with and respond to the NATIONAL CITY Fire Department, their EMS Medical Director, the San Diego County EMS Agency and its Medical Director, and NATIONAL CITY on all matters related to the provision of emergency and non-emergency ALS ambulance services.

In establishing this exclusive operating area, NATIONAL CITY recognizes that an ambulance Contractor may, through poor business planning, mismanagement, or general lack of performance, fail to provide for the minimum services specified in the contract. Such failure may constitute a major breach of the contract. In such cases, the City Council of NATIONAL CITY intends to replace the Contractor's operations in order to ensure the public health and safety. Prospective Applicants should not make the false assumption that the City Council is unlikely to implement such a replacement should the Contractor fail to provide adequate services.

C. ALIGNMENT OF INTERESTS

NATIONAL CITY is authorized by law to oversee and regulate ambulance services in the designated exclusive operating area (EOA). Among other duties, NATIONAL CITY is responsible to develop a system of high quality EMS services which are provided on an uninterrupted basis, and which include reliable high quality ambulance services with emergency medical service and response standards as outlined in the proposed contract, State and local laws, regulations, and policies.

Under this procurement, both NATIONAL CITY and the Contractor desire emergency medical service excellence. Both desire superb emergency medical service and response time performance; both desire cost containment and risk management; both desire professional and courteous image; and both desire that the Contractor should succeed and enjoy reasonable profitability. Under this contract, the relationship between NATIONAL CITY and the Contractor should generally be one of cooperation - not conflict, achieving the best possible combination of preserving the public interest with private motivation and expertise.

D. INTENT

It is NATIONAL CITY'S intent, as result of this procurement, to develop a contract that reflects the elements of the successful Applicant's proposal as they apply to the general contract provisions and performance requirements specified herein. The level of emergency medical service and response time performance expected from the Contractor can best be described as superior emergency medical service performance

delivered in accordance with appropriate response time requirements that are measurable. On-board equipment and supplies should be upgraded from time to time throughout the term of the contract, consistent with the local medical standards. Expectations for equipment, especially vehicle maintenance, are high and should be consistent with aircraft standards, that is, to anticipate and prevent failures. The system is designed to achieve and maintain high performance standards. Efforts to upgrade and improve services must be pursued by the Contractor.

E. NOT A LEVEL OF EFFORT CONTRACT

This procurement will result in a performance contract. Level of effort is not a justification for not meeting the performance requirement. While NATIONAL CITY is interested in a Applicant's credentials, key personnel, maintenance program, staffing plan, vehicle coverage plans, training capabilities, and so forth, NATIONAL CITY is more interested in the successful Applicant's actual performance. That performance may be summarized as follows:

When a request for services is received, the closest available and appropriate ambulance will be dispatched. Ambulance response times must meet the response time requirements set forth herein; and every ambulance unit provided by the Contractor must, at all times, be equipped and staffed to operate at the advanced life support level on all ambulance responses. Clinical performance must be consistent with approved medical standards and protocols. The conduct of personnel must be professional and courteous at all times. Services and care delivered must be evaluated by the Contractor's internal quality improvement program and concurrently evaluated externally by the NATIONAL CITY Fire Department's own quality improvement program (or through a contract with a base hospital or other resource) in order to improve and maintain high quality emergency medical service performance.

The Contractor must make an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Emergency medical service and response time performance must be extremely reliable with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This procurement requires the highest levels of performance and reliability; and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. The Contractor that fails to perform must, and shall, be promptly replaced because human lives and not mere inconvenience or money are at stake.

While proposals must include descriptions of initial vehicle deployment plans and basing modes and dispatch center coverage estimated by the Applicant to be sufficient

or even in excess of that necessary to meet the performance standards required hereunder, acceptance by NATIONAL CITY of the Applicant's offer shall not be construed as acceptance of the Applicant's proposed level of effort.

Rather, in accepting a Applicant's offer, NATIONAL CITY neither accepts nor rejects the Applicant's level of effort estimates; rather NATIONAL CITY accepts the Applicant's promise to employ whatever level of effort is necessary to achieve the clinical, response time, and other performance results required by the terms of the contract.

F. TERM OF CONTRACT AND RENEWAL PROVISIONS

The following provisions shall govern the term of this contract and process of renewal:

1. *Contract Start Date*

The contract start date shall be at 00:01 hours, June 1, 2006. At that time, the Contractor shall assume full responsibility for the provision of all necessary ambulance services as the only emergency and non-emergency BLS ambulance service in the exclusive operating area. Contract services may be implemented sooner upon mutual agreement of NATIONAL CITY, the new Contractor, and the incumbent Contractor.

2. *Initial Term of Contract*

The initial term of this contract shall be Five (5) years. Unless extended by way of the provisions for renewal set forth in paragraph 3 immediately below, this contract shall automatically terminate at midnight May 31, 2011.

3. *Renewal Provisions*

The Contractor shall be eligible for two (2) contract extensions of two (2) years each, provided all of the following conditions are satisfied:

1. The City Council of NATIONAL CITY must determine, by formal vote, that the Contractor's services rendered then to date are reasonably and accurately characterized as excellent, courteous, professional, and significantly above the performance requirements of the contract and meet the criteria established for eligibility to be considered for an 'earned extension' as described in *Section VII.H - Criteria to be Considered for Earned Contract Extensions and Rate Increases*, and that for each year of the contract, NATIONAL CITY'S Contract Compliance Committee has approved and validated services rendered are excellent, courteous, professional and significantly above the performance requirements;
2. The quality of the services provided by the Contractor and the user fee level (including any necessary adjustments for cost of living) are consistent with or

superior to similar size ambulance systems providing consistent levels of high performance services and are approved by the Contract Compliance Committee;

3. Any compensation arrangements offered by the Contractor for the term of the proposed extension, including a continuation of existing compensation levels, are approved by the Contract Compliance Committee and agreed to by NATIONAL CITY City Council; and
4. Ample time is allowed to initiate and complete a competitive procurement process in the event renewal is, for any reason, denied. Therefore, Contractor's written request for renewal should be received by NATIONAL CITY at least fifteen (15) months prior to the expiration of the contract period, or contract extension period, in effect at that time. This would allow for NATIONAL CITY'S determination of eligibility for renewal, staff analysis of comparative ambulance systems, the review of compensation arrangements, and NATIONAL CITY City Council presentation. The purpose of this requirement is to allow NATIONAL CITY City Council to make a decision at least twelve (12) months before the expiration of the existing contract, or extension thereof. Should the City elect not to authorize the proposed contract extension, NATIONAL CITY would then have sufficient time to initiate a competitive procurement process to select the next Contractor.

G. CONTRACT COMPLIANCE COMMITTEE AND CONTRACT COMPLIANCE OFFICER

Monitoring of the contract awarded as a result of this procurement process will be conducted by the NATIONAL CITY Fire Department with oversight by the Contract Compliance Committee. The members and specific duties of this Committee shall be established by NATIONAL CITY City Manager. The City may, at any time, change the membership, structure, and responsibilities of the Contract Compliance Committee, or elect to assign such responsibilities to an existing Board designated committee.

The interests of the Contract Compliance Committee on a day to day basis will be addressed by the Contract Compliance Officer (CCO) . This person will be a chief-level officer or their designee from the NATIONAL CITY Fire Department.

In general, the CCO shall meet monthly to review the Contractor's performance as it relates to the terms of the contract. The CCO shall have the authority and duty to consider and resolve disputes or grievances concerning contract performance or quality-of-patient-care matters which may arise during the term of the Contract, and to assess fines and penalties for infractions as defined in the Contract. Any fine or penalty assessed by the Contract Compliance Officer may be appealed to the full Contract Compliance Committee consistent with the provisions identified in this procurement.

The Contractor shall have a representative, with the requisite authority to respond to and resolve issues, problems, disputes, and other matters that may come before the CCO, in attendance at every Compliance Review Meeting called for by the Contract Compliance Officer and any meetings of the full Contract Compliance Committee. Failure to do so shall be considered a major breach of contract. The Contractor shall have the right to bring before the CCO any matter pertaining to its operation and the subject matter of the Contract.

Members of the Contract Compliance Committee will receive copies of reports and minutes from the monthly Compliance Review Meetings. The Contract Compliance Committee will meet, at minimum, on a quarterly basis to review the information from the monthly Compliance Review Meetings. Annually, the Contract Compliance Committee will conduct a review of the prior year to 'certify' that services rendered were judged to be excellent, courteous, professional and significantly above the performance requirements and that all criteria for eligibility for earned extensions and rate increases were met. The intent of the monthly and quarterly meetings is to ensure performance feedback from NATIONAL CITY to the Contractor so that if any issues are revealed that might negatively impact the yearly 'certification' can be promptly corrected.

VI. SPECIFIC CONTRACT PROVISIONS

A. COVERAGE PLAN

It is expected that the Contractor will use its best judgment in determining the staffing levels and posting locations necessary to meet the specified performance requirements. However, some portions of NATIONAL CITY may not produce call volumes that are financially attractive for the Contractor to either station units in those locations, or represent volumes which are such that failure to meet response time requirements might not adversely affect the Contractor's required overall monthly performance standards. NATIONAL CITY believes that these areas deserve an appropriate level of service and therefore reserves the right to negotiate changes to the CONTRACTOR'S proposed deployment plan.

B. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by the Contractor under the contract, the Contractor, including any and all of its officers, agents, and employees, will at all times be acting and performing as an independent Contractor, and shall act in

an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of NATIONAL CITY. NATIONAL CITY shall retain the right to administer the contract so as to verify that the Contractor is performing its obligations in accordance with the terms and conditions thereof. The Contractor and NATIONAL CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent Contractor, the Contractor shall have absolutely no right to employment rights and benefits available from NATIONAL CITY. The Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, the Contractor shall be solely responsible and hold NATIONAL CITY, including the NATIONAL CITY Fire Department Medical Director(s), harmless from all matters relating to payment of the Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters.

C. AUDITS AND INSPECTIONS

The Contractor shall retain and make available for inspection by NATIONAL CITY, for at least a five (5) year period from expiration of the contract, all of the documents and records required and /or described herein.

At any time during normal business hours, and as often as may reasonably be deemed necessary, NATIONAL CITY'S representatives, and the NATIONAL CITY Fire Department Medical Director(s), may observe the Contractor's operations. Additionally, the Contractor shall make available for their examination and audit, all contracts, invoices, materials, payrolls, inventory records, records of personnel (with the exception of confidential personnel records), daily logs, conditions of employment, all operational and procedure policy manuals, excerpts or transcripts from such records, all relevant fiscal records and other data related to all matters covered by this contract.

NATIONAL CITY representatives, and the NATIONAL CITY Fire Department Medical Director(s), may, at any time, and without notification, directly observe Contractor's operation of the EMS Communications Center, maintenance facility, any ambulance post location, and an NATIONAL CITY representative, including and the NATIONAL CITY Fire Department Medical Director(s), may, at any time, ride as "third person" on any of the Contractor's ambulance units at any time, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with Contractor's employees in the performance of their duties, and shall, at all times, be respectful of Contractor's employer/employee relationship.

NATIONAL CITY'S right to observe and inspect Contractor's business office operations or records shall be restricted to normal business hours, and reasonable notification shall be given to the Contractor in advance of any such visit.

This right to directly observe Contractor's field operations, EMS Communications Center operations, and maintenance shop operations, shall also extend to authorized representatives of the Contract Compliance Committee, provided the requirements for polite conduct and non-interference with employees' duties shall be observed at all times.

D. END TERM PROVISIONS

If NATIONAL CITY conducts a subsequent competitive bid procurement process to select an emergency and non-emergency BLS ambulance service provider, and if the Contractor is not the successful Applicant in that process, the Contractor shall continue to fully perform its obligations under the terms of the Contract and in accordance with the Lame-Duck provisions set forth herein. The Contractor shall assist NATIONAL CITY in carrying out a safe and orderly transition between the Contractor and the successful Applicant. The following provisions are designed to protect the interests of the Contractor, NATIONAL CITY and the public during the transition period.

The Contractor shall have ninety days after termination of the Contract in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of the Contract at the end of the term.

E. INSURANCE

With respect to performance and work under the Contract, the Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described below:

1. *Indemnification*

Without limiting NATIONAL CITY'S right to obtain indemnification from Contractor or any third parties, subject to the Contractor's right to seek subrogation for indemnification paid to NATIONAL CITY under the contract and to the extent such indemnification is paid pursuant to the requirements of this section, Contractor, at its sole expense, shall maintain or cause to be maintained in full force and effect, the following insurance policies throughout the term of the contract:

1. Combined automobile liability, bodily injury and property damage liability insurance aggregate in an amount of not less than ten million dollars (\$10,000,000.00) in coverage for each occurrence; and

2. Professional liability insurance in an amount of not less than ten million dollars (\$10,000,000.00) in coverage for any injury or death arising out of any one incident; and
3. Workers Compensation insurance for any and all of Contractor's employees who will be assigned to the performance of the contract by Contractor in accordance with the laws of the State of California.

Such insurance policies shall name NATIONAL CITY, its officers, agents, and employees, including the NATIONAL CITY Fire Department Medical Director, individually and collectively, as additional insured (except Workers Compensation Insurance), but only insofar as the operations under the contract are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by NATIONAL CITY, its officers, agents, employees, including the NCFD Medical Director(s), shall be excess only and not contributing with insurance provided under the Contractor's policies thereof. This insurance shall not be canceled or changed to restrict coverage without a minimum of thirty (30) calendar days advance, written notice given to NATIONAL CITY.

Prior to the commencement of performing its obligations under the contract (and annually thereafter from such date), Contractor shall provide certificates of insurance on the foregoing policies as required herein, to NATIONAL CITY'S Counsel, stating that such insurance been obtained and is in full force; that NATIONAL CITY, its officers, agents, and employees, including the Medical Director(s), individually and collectively, as additional insured (except Worker Compensation insurance), but only insofar as the operations under the contract are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by NATIONAL CITY, its officers, agents, and employees, including the Medical Director(s), shall be excess only and not contributing with insurance under Contractor's policies thereof; and that this insurance shall not be canceled or changed to restrict coverage without a minimum of thirty (30) calendar days advance, written notice given to NATIONAL CITY.

F. INDEMNITY AND HOLD HARMLESS

The term "legal expenses" as used in this provision shall include, but not be limited to, reasonable attorneys' fees, paralegal and legal support staff expenses, costs of arbitration, mediation, expert witnesses, exhibits, reasonable investigations, and reimbursement for all time, expense, and overhead of all City personnel or consultants assisting in the defense of legal action or in responding to or investigating a claim or demand.

Except as limited below, the Contractor shall release the City, its officers, Directors, agents and employees from all liability for loss or damage arising out of any act or omission of the Contractor, its employees, subcontractors or agents in connection with the performance on this Agreement.

If a claim or legal action, which is covered by this Agreement, is asserted or brought against the City, the Contractor shall pay any and all reasonable legal expenses that the City shall incur in connection with such claim or action. The right to choose which attorneys shall represent the City in any such claim or legal action shall be at the sole discretion of the City; however, the Contractor is liable to pay for such legal expenses only to the extent that they are reasonable.

This indemnification and release shall not apply to the extent any liability for loss or damage is caused by the sole negligence, gross negligence or willful misconduct of the City, its officers, or employees.

The Contractor waives any immunity under industrial insurance that it may have to claims brought against it by the City in connection with this Agreement.

The City and the Contractor specifically agree that this Agreement does not contemplate or anticipate that the Contractor shall recover lost profits or damages for other work that the Contractor may not perform as a result of any breach by the City of this Agreement or any act or omission of the City in connection with this Agreement.

G. LITIGATION

Contractor shall keep NATIONAL CITY informed at all times as to litigation, or reasonable expectations of litigation, insofar as it pertains to Contractor's operations under, or its potential to impact Contractor's ability to satisfy the requirements of this contract. This requirement is binding until such litigation is satisfied, or the Contract expires, whichever event occurs last.

H. COMPENSATION

The sole financial compensation for the Contractor for services rendered under this RFP shall be the funds from fee-for-service billing at rates specified by contract, based initially upon the Applicant's proposal.

All customers shall be charged the rates as specified and no discounts or contractual allowances are permitted without approval of NATIONAL CITY. It shall be the

responsibility of the Contractor to demonstrate the financial gain or benefit in entering into such agreements with any third party payor or entity.

No charges are to be rendered in cases where transport is not provided.

No local tax support or subsidy shall be provided through this procurement.

The rates proposed by each Applicant will be a factor to be evaluated in the RFP procurement process. The initial rates proposed and agreed upon will be included in the contract between NATIONAL CITY and Contractor. These rates will be evaluated and may be adjusted annually at the sole discretion of NATIONAL CITY. Applicants are required to fill out the ambulance rate worksheet included in the appendix of this RFP.

I. BILLING AND COLLECTIONS

The Contractor will be responsible for all billing and collection functions related to services under the Contract. The Contractor shall perform all such billing and collection functions for the system in a professional and courteous manner and in accordance with applicable federal, state and local laws, regulations, procedures and policies including, without limitation, collection and credit reporting laws.

The Contractor shall not seek on-scene collections from any patient for services rendered at the scene, en route or upon delivery of the patient to a health facility.

J. FRANCHISE FEE

A monthly Franchise Fee shall be assessed by and payable to NATIONAL CITY to offset its cost for activities associated with delivery of ALS-level emergency medical services and oversight of the ambulance contract:

1. Contract compliance (monitoring and enforcement)
2. Medical Director services
3. Support of the National City Fire Department's ALS Paramedic Engine Program, to include equipment, supplies, training and salary differentials. As this program is formally implemented, it may enable the Ambulance Contractor to utilize less stringent response time standards (see *Section VII.B.1 - Emergency Response Times in Districts With ALS Engine Coverage*)

The amount of this monthly Franchise Fee is estimated to be as follows, which reflects the anticipated phased implementation of the NCFD Paramedic Engine Program:

Year 1 - ~~\$11,258~~ per month for a total annual fee of ~~\$135,091.00~~
Year 2 - \$13,817 per month for a total annual fee of \$165,806.00
Year 3 - \$16,666 per month for a total annual fee of \$199,992.00
Year 4 - \$20,355 per month for a total annual fee of \$244,255.00
Year 5 - \$24,253 per month for a total annual fee of \$291,034.00

Three months prior to the anniversary date of the contract, NATIONAL CITY Fire Department will provide the Contractor an exact Franchise Fee amount for each month of the coming year based on actual plans for implementation of the NCFD Paramedic Engine Program.

K. MODIFICATION OF BUSINESS STRUCTURE

Under this Contract, if NATIONAL CITY requests such, NATIONAL CITY and the Contractor agree to negotiate in good faith any substantial changes that may be necessary in the contract that would alter the business structure of the Contract (including EMS system design changes).

L. CONFLICT OF INTEREST

The Contractor must certify that it is not, nor will not, be violating either directly or indirectly any conflict of interest statute or any other applicable statute or principle by its performance of this service.

M. NON-TRANSFERABLE CONTRACT

The contract shall not be assigned or transferred without the expressed written permission of NATIONAL CITY. Similarly, in the event the contract is awarded to a company, a majority of whose work is related to the performance of the contract, any change in ownership of that company shall be considered a form of assignment of the contract, and must be approved by NATIONAL CITY. Any assignment, as defined herein, without consent shall be a material breach of the contract.

N. COST OF LITIGATION

If either NATIONAL CITY or Contractor institutes litigation against the other party to secure its rights pursuant to the contract, the actual and reasonable costs of litigation

incurred by the prevailing party shall be paid or reimbursed by the party that fails to prevail.

O. NON DISCRIMINATION

Contractor agrees as follows:

1. The Contractor, during the performance of the contract, agrees to comply with all applicable provisions of Federal, State, and local laws and regulations pertaining to prohibited discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, or age. The Contractor will take an affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, national origin, sex, or age. Such actions shall include, but not be limited, to the following:
 - a. Employment, upgrade, demotion, or transfer; recruitment, or recruitment advertising;
 - b. layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor shall, and all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, or age.

P. STAFFING

During the period of the contract, NCFD will be implementing ALS engine coverage on a district by district basis. Therefore, the minimum staffing requirements will be adjusted to reflect those changes on a district by district basis.

Ambulance Staffing in Districts With ALS Engine Coverage

In those districts where National City FD *does* provide paramedic (ALS) engine coverage, the Contractor must provide a minimum of two personnel – one who is certified and accredited as Emergency Medical Technician-Basic ("EMT-B"), and the other who is certified and accredited as Emergency Medical Technicians-Paramedic ("EMT-P"), as those terms are defined by the State of California on each unit responding

to emergency medical services calls. Two EMT-Ps may be used in lieu of an EMT-B and an EMT-P.

Ambulance Staffing in Districts Without ALS Engine Coverage

In those districts where National City FD *does not* provide paramedic (ALS) engine coverage, the Contractor must provide a minimum of two personnel – both of whom are certified and accredited as Emergency Medical Technicians-Paramedics ("EMT-P"), as those terms are defined by the State of California on each unit responding to emergency medical services calls.

Use of NATIONAL CITY Fire Department Staff in Transport

In some clinical situations in the field, NATIONAL CITY Fire Department recognizes that it may occasionally be necessary and appropriate to have an EMT-B or EMT-P from NATIONAL CITY Fire Department ride in the patient care compartment to assist the EMT-P from the ambulance crew for patient care during transport to the hospital. If such support is judged to be needed, NATIONAL CITY Fire Department will provide one of its clinical staff members for such support. It will be the responsibility of the ambulance contractor to provide prompt transportation of the NCFD crew member back to their fire station. If such transport is not provided within a reasonable time frame, the ambulance contractor agrees to reimburse the NATIONAL CITY Fire Department for taxi fees (or mileage if an FD vehicle is used) to return the FD crew member back to their station.

The contractor should not use NATIONAL CITY Fire Department staff if an additional crew member is needed for inter-facility transports.

Q. DISPATCH AND COMMUNICATIONS

The Contractor shall furnish and manage, or subcontract for, subject to the provisions regarding subcontractors described herein, ambulance dispatch services sufficient to handle requests for ambulance service within the EOA and conforms to applicable San Diego EMS Agency policies and procedures.

All dispatch/communications equipment and radios, telephone equipment, computer assisted dispatch system equipment, including hardware and software, proposed communication infrastructure enhancements (such as CAD upgrades, mobile data terminals, automatic vehicle locators, etc.) and all other equipment and software employed by the Contractor in the delivery of these services shall be furnished by the Contractor meeting the general requirements set forth in its proposal.

All personnel employed as ambulance dispatchers shall be trained in an appropriate manner. An outline and learning objectives of the training curriculum shall be submitted as part of the RFP process.

The Contractor shall provide a computer aided dispatch (CAD) system to be utilized to record dispatch information for all ambulance request. The CAD system shall include the date, hours, minutes, and seconds and conform to applicable San Diego County EMS Agency policies and procedures. All radio and telephone communications shall be on tape and kept for a minimum of 5 years. The Contractor shall ensure that all dispatching and communications with its ambulance units is conducted in a manner consistent with Federal, State and local requirements, including EMS Agency policies and procedures.

Contractor shall ensure that each ambulance unit utilized in the performance of services under the contract is equipped with emergency alerting devices capable of being used to notify ambulance personnel of response need and radio communications equipment sufficient to meet or exceed the requirements of EMS Agency policies and procedures. Each on-duty driver or attendant (one per unit) shall be provided with a portable radio for alerting and two-way communications.

The Contractor shall work cooperatively with NATIONAL CITY to plan for and implement upgrades and enhancements of its dispatch and communications system which are mutually agreed to be beneficial to the system and financially feasible for the Contractor.

R. AMBULANCE VEHICLES

Ambulance vehicles furnished under the contract shall be **brand new** or **substantially equivalent** as judged by the NCFD Contract Compliance Officer. Ambulances shall be of either a Type I or II configuration and shall meet or exceed the current Federal KKK-A-1822 standards or applicable State of California requirements. For new replacement vehicles for this contract, the equivalent Federal KKK standards shall be met at the time of the vehicle being placed into service, except where such standards conflict with State of California standards, in which case the State standards shall prevail.

The Contractor shall furnish a sufficient number of ambulances equipped for emergency and non-emergency ALS ambulance services needed to maintain compliance with response time requirements.

The Contractor shall be responsible for developing and implementing a vehicle replacement program which incorporates provisions to rotate older vehicles out of "front line" service and replace them with new units at 125,000 miles.

Each ambulance shall, at all times, maintain an equipment and supply inventory sufficient to meet Federal, State, and local requirements for emergency and non-emergency ALS level ambulances, including the requirements of San Diego County EMS Agency policies and procedures, to include Level C personal protective equipment (PPE) for weapons of mass destruction.

All vehicles, equipment and supplies shall be maintained in a clean, sanitary, and safe mechanical condition at all times.

The Contractor shall be responsible for providing its own fuel and lubricants as necessary for its vehicles used under the Contract.

Objectives of an ambulance maintenance program include reduced costs of repairs, better performance, improved fuel economy, extended safe useful life of equipment, higher resale or residual value of retired equipment, reduced accident rates, and other objectives. The Contractor must ensure a vehicle maintenance program which is designed and conducted so as to achieve the higher standards of reliability appropriate to a modern emergency and non-emergency ambulance service by utilizing appropriately trained personnel knowledgeable in the maintenance and repair of ambulances, developing and implementing standardized maintenance practices, and incorporating an automated maintenance program record keeping system.

S. CLINICAL PERFORMANCE

The Contractor shall ensure that the clinical performance of its personnel is conducted in a consistent manner and scope with the medical control authority and policies and procedures established by the San Diego County EMS Agency Medical Director and the National City Fire Department Medical Director.

T. TRAINING

The contractor shall comply with the following training provisions:

- The ambulance contractor's field staff will be required to participate in NATIONAL CITY Fire Department cross training exercises for up to 4 hours per year. NOTE: These exercises might not be eligible for Continuing Medical Education credit.
- Provide NATIONAL CITY Fire Department personnel with access to the contractor's CME program and opportunities – at no cost to the NATIONAL CITY Fire Department or its personnel individually. Similarly, NATIONAL CITY Fire Department will provide access to the contractor's staff that is regularly assigned to NATIONAL CITY to EMS relevant NCFD educational opportunities.

- Ambulance contractor's field supervisory staff must have ICS 300 level training within 12 months after award of the contract

U. DRIVER TRAINING AND AREA KNOWLEDGE

The Contractor shall ensure that all of its personnel employed to operate its ambulances have successfully completed an Emergency Vehicle Operator's Course prior to driving any of its emergency vehicles and shall maintain a current California Driver's License with appropriate endorsement.

V. REASONABLE WORK SCHEDULES/WORKING CONDITIONS

While this contract is a "performance contract" and while the Contractor is not only allowed but encouraged to employ its own methods and techniques for producing the required performance reliability and efficiency, the Contractor is expressly required to utilize reasonable work schedules, shift assignments, and to provide adequate working conditions. The primary issue is patient care; and the Contractor is expected to utilize management principles that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime, are not exhausted to an extent which may impair judgment or motor skills.

Because of the wide variety of management practices utilized throughout the industry, no specific requirements or restrictions regarding work schedules and working conditions shall apply.

If events warrant such action, the NATIONAL CITY Fire Department Medical Director, with the concurrence of the Contract Compliance Committee may establish rest standards for extended shifts and standards governing the use of back-to-back shifts and mandatory overtime, as deemed necessary to protect patients from the possibility of error caused by exhaustion of field personnel. In the event such standards are developed the Contractor as an objective application of the "rule of reason"; and the imposition of such standards shall not be considered an increase in production standards which would be cause for contract amendment.

W. REASONABLE COMPENSATION AND FRINGE BENEFITS REQUIRED

High levels of efficiency are expected and required under this procurement. It is assumed that such efficiency will be derived from sound deployment planning and execution; from the numerous advantages of a more professional and better motivated work force; from superior management practices; and from the effect of periodic competition.

NATIONAL CITY does not intend to restrict the ingenuity of the Contractor and its employees in working out new and creative compensation packages. However, the Contractor shall demonstrate, initially and throughout the term of the contract, that the combined effect of the compensation program for field personnel, on-site management and EMS dispatch personnel provides a financial benefit to those personnel that is, at least, the substantial equivalent of the average rate of compensation for private sector field personnel in similar sized and cost-of-living areas of the United States. These specific wage or salary packages should be structured so that the overall combination of wages, benefits, shift schedules, working conditions, and factors related to job satisfaction is consistent with sound management practices in a clinically excellent, high productivity, emergency and non-emergency ambulance service.

X. RETIREMENT SAVINGS PROGRAM

If a retirement savings program is provided for the Contractor's EMS dispatchers, on-site management and field personnel, it shall be so designed and structured that, should replacement of Contractor take place in the future, each employee's accrued benefits, vested or not, will remain intact regardless of whether that employee remains in this system (e.g., working for the new Contractor) or transfers to another of the outgoing Contractor's operations.

Y. NEW EMPLOYEE RECRUITMENT, SCREENING, AND ORIENTATION PROGRAM

The Contractor shall operate an aggressive, stringent, and comprehensive program of initial and ongoing personnel recruitment, screening, and orientation designed to attract, select, and thoroughly orient, prior to field or EMS dispatch placement, individuals who are among the industry's most qualified candidates for EMS employment.

It is important to stress that the recruitment, selection and retention of high quality on-site management personnel is paramount to the success of this program. Therefore, Applicants are highly encouraged to select such personnel carefully.

The Contractor shall provide all of its field and dispatch personnel assigned to NATIONAL CITY with an orientation on the San Diego County and NATIONAL CITY EMS system prior to field assignment. This training and orientation shall include 'awareness' level training for hazardous materials and weapons of mass destruction (WMD) as well as incident command system training to Level 100 for field staff and Level 300 field supervisory staff. This training shall be subject to the review and approval of the Contract Compliance Officer.

Z. TREATMENT OF INCUMBENT WORKERS

The selected Applicant will provide a reasonable opportunity for the incumbent work force to seek employment opportunities with the new Contractor.

AA. PROFESSIONAL APPEARANCE, CONDUCT AND COURTEOUS SERVICE

It is the responsibility of the Contractor to ensure that its personnel:

- are uniformed in a manner that presents a professional image, subject to the review and judgment of the Contract Compliance Officer
- conduct themselves in a professional manner. Contractor shall implement as part of its quality improvement plan a system of addressing customer complaints, soliciting customer feedback and evaluating its personnel.

Any complaint received by NATIONAL CITY shall be forwarded to the Contractor for action and the disposition of the incident shall be forwarded to NATIONAL CITY within twenty-one (21) days of receipt by the Contractor.

BB. CHARACTER AND COMPETENCE OF PERSONNEL

All persons employed by the Contractor in the performance of work under this contract shall be competent and holders of appropriate permits in their respective trades or professions. NATIONAL CITY may demand the removal of any person employed by the Contractor who chronically misconduct's themselves or is chronically incompetent or negligent in the due and proper performance of his/her duties. Such persons shall not be reassigned by the Contractor for production of services under this contract without the written consent of NATIONAL CITY. However, NATIONAL CITY shall not be arbitrary or capricious in exercising its rights under this provision and shall be required to document, in writing, specific reasons for exercising such rights relative to any given employee, and shall also give that employee an opportunity to defend himself/herself in the presence of the Contractor's Chief Executive and the NATIONAL CITY Fire Department Medical Director and Contract Compliance Officer. NATIONAL CITY is bound by and will adhere to all applicable laws, rules and regulations pertaining to disciplinary review and/or accreditation of EMS personnel.

CC. OUTSIDE WORK

The Contractor shall not be prohibited from doing outside work (e.g., service to other communities, long distance transfer work, scheduled transports, non-ambulance medical transportation, special event standby coverage, HMO/Government contract work, etc.), within the primary area of responsibility, provided such services are

provided consistently with Federal, State, and local laws, regulations, and policies; and the Contractor's methods of providing such services are designed to enhance the contractor's peak load capacity, disaster readiness, and overall efficiency, and does not detract from the Contractor's service responsibilities and compliance to response time standards in NATIONAL CITY.

It is recognized that the ambulance contractor may have other services areas in proximity to NATIONAL CITY and that deployment plans may need to take these areas into account in order to provide adequate coverage for all with reasonable efficiency. While the Contractor may utilize the equipment, personnel, or resources, which are the subject of this contract for the purposes of providing primary ambulance coverage outside NATIONAL CITY, it should also permit the Contractor to bring resources into NATIONAL CITY when needed. The response time requirements shall not vary regardless of how or where the Contractor utilizes their resources.

DD. COMPLIANCE WITH APPLICABLE LAWS, RULES, AND REGULATIONS

All services furnished by the Contractor under this procurement shall be rendered in full compliance with all applicable Federal, State, and local laws, rules, regulations, and EMS Agency policies and procedures. It shall be the Contractor's sole responsibility to determine which laws, rules, regulations, and EMS policies, apply to the services rendered under this contract and maintain compliance with those applicable standards at all times.

EE. VEHICLE MARKINGS AND ADVERTISING RESTRICTIONS

Ambulances markings shall be subject to approval by the Contract Compliance Officer. The Applicant may propose markings that 'co-brand' the ambulances with the name and logos of the Applicant and for the NATIONAL CITY City Fire Department. *(NOTE: This is an option listed as one of the 'Desired Enhancements')*

All advertising and marketing for *emergency* service shall emphasize the "9-1-1" emergency telephone number. The advertising of seven-digit telephone numbers for any type of *emergency* service is not permitted.

NATIONAL CITY understands that the Contractor is a business organization, and that, as such, the Contractor has a legitimate interest in improving and promoting its own image as a competent contract provider of high performance emergency and non-emergency ambulance service. Therefore, NATIONAL CITY shall not unreasonably withhold its approval of advertising or public relations programs and materials developed by the Contractor to promote its reputation or to jointly promote the goodwill and reputation of the licensed trade name in the local and regional area.

FF. PERMITS AND LICENSES

The Contractor shall be responsible for obtaining all necessary permits and licenses required for initiation and completion of its work under this contract and will bear the cost.

GG. DEPLOYMENT MANAGEMENT PLAN/UNIT HOUR UTILIZATION

Since the Contractor shall be held responsible for response time results and response time equality between the two districts of the exclusive operating area, the Contractor may employ whatever deployment plan it determines to be most effective. The most important factor affecting response time reliability and system efficiency is effective "unit hour" utilization. Under this procurement, the Contractor is allowed to employ innovation in development and implementation of other sophisticated techniques for maximizing unit hour utilization.

Furthermore, if the winning Applicant is able to achieve the required results using even fewer unit hours than the Applicant originally projected; the marginal cost savings shall accrue to the financial benefit of the Contractor. However, in certain cases, this financial incentive to cut unit hour production below original estimates may work simultaneously to the short-range financial advantage of the Contractor and to the long-range disadvantage of the entire system and the community.

However, so long as the Contractor's response time performance exceeds the requirements of the Contract and provided that the Contractor can show that the increased productivity will not place an unreasonable workload upon field personnel (given proposed scheduling arrangements), NATIONAL CITY shall not interfere with the Contractor's deployment plan.

Upon commencing services under the Contract, the Contractor shall submit to NATIONAL CITY for review, at least thirty (30) days prior to implementation, its deployment management plan, or any revision, modification, or adjustment thereof, detailing its deployment methods and unit levels to provide coverage within the exclusive operating area.

HH. INITIAL COVERAGE PLAN

During the first six (6) months of operations under this Contract, the Contractor shall adhere to the initial coverage plans submitted in its proposal, or a modification of that plan which is approved by NATIONAL CITY. Thereafter, at the Contractor's discretion and subject to prior review of NATIONAL CITY, the plan of coverage may be altered

by the Contractor to produce the required response time performance with the greatest possible efficiency.

It is anticipated that, initially, the Contractor may utilize comparatively more unit hours of production than may be necessary after the Contractor has gained additional experience. That is, in order to be "safe" during the first quarter year of operations, the Contractor is advised to deploy more ambulance units than the Contractor expects to deploy later in the contract when, with the benefit of more local coverage experience, improved efficiency can be safely realized. Therefore the Contractor shall submit in its bid proposal, its suggested initial coverage plan for the first six months of operations. If accepted by NATIONAL CITY, the Contractor shall be required to adhere to that plan as a minimum "level of effort" during the first six months of the Contract. However, the Contractor will still be held to minimum performance standards during this initial coverage. NATIONAL CITY'S approval of such plan shall not be an acknowledgment by NATIONAL CITY that this minimum "level of effort" relieves the Contractor of the "performance" responsibilities of this Contract. NATIONAL CITY reserves the right to negotiate an adjustment to this initial coverage plan with the apparent winning Applicant, if NATIONAL CITY feels that an overly optimistic initial coverage plan is the only significant flaw in that Applicant's proposal.

This initial coverage shall specify the general locations of ambulances, including any dedicated units, post priorities, and the number of vehicles to be deployed during each hour of the day, each day of the week, during the first six months of operation. The plan shall additionally address the Contractor's priorities for staffing and providing back-up coverage of any dedicated unit locations specified by this procurement. Information on specific schedules is only necessary as to demonstrate the types of shifts the Contractor intends to employ in implementing the plan (e.g., 24 hour shifts in rural areas, 12 hour shifts in metropolitan/urban response areas).

II. "BAIT AND SWITCH" BIDDING PROHIBITED

The Contractor understands that NATIONAL CITY shall, in part, award this bid based upon the qualifications of the bidding organization and upon the qualifications of key personnel presented in the Applicant's proposal. If awarded this contract, the Applicant shall furnish those personnel identified in the Applicant's proposal; and throughout the term of the contract, the Applicant shall continue to furnish those same personnel or replacement personnel with equal or superior qualifications. It is the specific intent of this provision to prohibit the practice of "bait and switch" bidding, intentional or not.

JJ. DISASTER RESPONSE/TRAINING REQUIREMENTS

During a declared disaster, locally or in a neighboring jurisdiction, the normal course of business under the contract shall be interrupted from the moment the disaster situation is made known to the Contractor by NATIONAL CITY. Immediately upon such notification, the Contractor should commit such resources as are necessary and appropriate, given the nature of the disaster, and shall assist in accordance with disaster plans and protocols applicable in the locality where the disaster has occurred. The disaster-related provisions of the contract are as follows:

- During locally declared disaster periods, the Contractor may be released from response time performance requirements, including late run penalties, until notified by NATIONAL CITY, that disaster assistance may be terminated. At the scene of such disasters the Contractor's personnel shall perform in accordance with local disaster protocols established by that community.
- The Contractor shall develop a mechanism for the immediate recall of personnel to staff units during multi-casualty situations; times of peak overload, or declared disaster situations. This plan shall include the ability of the Contractor to page and alert off-duty personnel.
- When disaster assistance has been terminated, the Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations.
- During the course of the disaster, the Contractor shall use best efforts to provide local ambulance coverage, and may, if appropriate and in consultation with City staff, suspend scheduled transport work, informing persons requesting such scheduled service of the reason for the temporary suspension.
- Normal (e.g., not disaster related) mutual aid or multi-casualty incident assistance rendered by the Contractor shall be performed in accordance with approved automatic aid/mutual aid agreements, and EMS Agency policies and procedures. In the course of rendering such automatic aid/mutual aid services, the Contractor shall not be exempt from late run deductions otherwise imposed by the contract except as specifically provided for herein. The Contractor shall manage any response to such automatic aid/mutual aid requests in a manner that does not jeopardize the Contractor's ability to render reasonable response time performance as required therein.
- The Contractor shall participate in training programs and exercises designed to upgrade, evaluate, and maintain readiness of the system's disaster and multi-casualty response system.
- The Contractor shall assure that its field crews have, at a minimum, 'awareness' level training for hazardous materials and weapons of mass destruction (WMD) as well as incident command system training to Level 100 for field staff and Level 300 field supervisory staff. This training shall be subject to the review and approval of the Contract Compliance Officer. They shall also be equipped with

Level C personal protective equipment for WMD that is interchangeable with that used by NATIONAL CITY Fire Department.

KK. SAFETY PROGRAM

The Contractor shall maintain compliance with the guidelines and requirements of the Federal and State Occupational Safety and Health Administration. Additionally, Contractor shall take actions necessary to minimize the risk of disease or injury to all employees, and provide a safety and risk program which instructs all employees in safety practices and prepares them to avoid risks. The Contractor shall establish a safety committee that is representative of all departments of the Contractor's local operation that meets on a regular basis to review and make recommendations regarding the Contractor's operations as it applies to issues of risk and safety

LL. PERFORMANCE IMPROVEMENT

The Contractor shall develop and maintain a performance improvement program in its operations meeting the requirements set forth below:

- An internal performance improvement program
- Review of incident reports and cooperation with San Diego County EMS Agency and NCFD officials to generate data on system performance
- A quality improvement review committee designed to review and improve the performance of key prehospital care processes including, but not limited to:
 - Cardiac Care
 - Resuscitation
 - Airway Management
 - Trauma Care
 - Patient Assessment
 - ✓ Documentation
 - ✓ Emergency Medical Dispatch (see section PP below)
 - Response Time Intervals
- Observation and evaluation of clinical staff in the field, including patient assessment, protocol selection and compliance, and procedural competency

MM. DISPATCH/COMMUNICATIONS PERSONNEL

Contractor shall develop and maintain an internal performance improvement program for its dispatch/communications center, which shall, at a minimum, include the following elements:

1. A mechanism for the identification and resolution of problems or potential problems related to dispatch and communications, to include a way to

objectively measure the performance of the emergency medical dispatch process and the tracking its performance over time.

2. A dispatch/communications center performance improvement committee that meets regularly to consider the following issues: receipt of call, compliance with prescribed call triage guidelines, appropriate dispatch procedures, unit coverage and unit utilization, deployment management plan including posting locations, all call response time elements, and crew/dispatch rapport.

NN. INQUIRIES AND COMPLAINTS

Contractor shall provide prompt response and follow-up to inquiries and complaints in writing. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions. Contractor shall, on a monthly basis, submit to the Contract Administrator, a list of all complaints received and their respective dispositions.

OO. PUBLIC INFORMATION AND EDUCATION

Contractor shall participate in the EMS system's public education and information program. The contractor will design, carry out and report on a quarterly basis the results of a comprehensive public education program designed to meet the specific needs of the City's citizens. The programs should focus on child, elderly and family health and safety issues and will include, but not be limited to, infant/child injury prevention and rescue, proper use of the 9-1-1 EMS system, and other programs related to widespread health abuse issues.

PP. INTEGRATION OF SERVICES

Contractor shall integrate its services with the services of other EMS system participants including fire departments, other public safety agencies, hospitals, other health professionals, and neighboring ambulance provider agencies.

In addition to the other provisions set forth in this Agreement, Contractor shall be an active participant in the San Diego and NATIONAL CITY EMS systems and comply with all applicable Federal, State, and local laws, regulations, and policies and procedures that now exist or may hereafter be enacted, including, but not limited to, those related to medical control, quality assurance, special incident reporting, data collection and evaluation, dispatch, and communications.

As a part of this integrated service emergency service strategy, the Contractor shall agree to having its ambulances included on run cards used for selection and deployment of units to respond to call within NATIONAL CITY by the dispatch center CAD used for the NATIONAL CITY Fire Department, which is currently a service

provided to NATIONAL CITY through the Heartland 9-1-1 Communications Center. This will include having one or more of the contractor's ambulances called for on stand-by at major fires or other high-risk incidents – or at the request of an incident commander.

Contractor shall also agree to participate as requested in NATIONAL CITY's strategic planning processes.

QQ. DATA COLLECTION/PERFORMANCE REPORTS

Contractor's data collection and reporting system shall comply with applicable San Diego County EMS Agency policies and meet the following minimum standards:

1. For each request for ambulance service, regardless of response code, geographic origin, nature (including instant/mutual aid), and final disposition, Contractor's EMS Communication Center personnel shall complete an approved dispatch record using approved coding conventions and time-stamping rules and shall on a monthly basis furnish such information. NATIONAL CITY may request such dispatch information to be provided on CD or internet download for integration and review;
2. Contractor shall ensure that all radio and telephone communications with and between persons/agencies requesting ambulance service, its units, personnel, and the Contractor's EMS Communications Center (including time track) are tape recorded and maintained and that such recordings and records are made available to NATIONAL CITY upon request;
3. Contractor shall be responsible for ensuring that its personnel comply with all San Diego EMS Agency policies and procedures documentation requirements as they relate to ambulance responses and patient care, including, but not limited to, Prehospital Care Reports (PCR's), Against Medical Advice Summary Audits (AMA), and ambulance response failure unusual occurrence forms;
4. Contractor shall document each instance when any response resulted in a response time in excess of the prescribed response performance requirement, and shall detail the reason for such delayed response time. Similar documentation shall be prepared for all calls with greater than two (2) minutes elapsed time between receipt of request and alerting of unit. Such documentation shall be provided on a monthly basis;
5. Contractor shall maintain billing and accounts receivable information consistent with the "Billing and Collection System" requirements. The Contractor shall

provide, within ninety (90) days after the end of each contract year, financial statements that clearly identify and report the financial results of the operations within the exclusive operating area franchise. NATIONAL CITY shall have the right to examine/audit financial records at any reasonable time. NATIONAL CITY will maintain confidentiality of submitted financial records and statements, subject to the requirements of law; and

6. Contractor shall operate or contract for a data processing, billing collection and reporting system sufficient to allow NATIONAL CITY to monitor and investigate the Contractor's performance and compliance with the provisions of the contract Contractor's proposal, deployment management plan, and applicable law.

VII. RESPONSE TIMES: STANDARDS, REQUIREMENTS, FAILURES, FINES AND INCENTIVES

A. RESPONSE TIME PERFORMANCE STANDARDS AND REQUIREMENTS

Response times are a combination of dispatch operations and field operations. NATIONAL CITY will provide the Contractor with significant flexibility in their methods of providing service. This is based upon the Contractor's commitment to perform to the response time standards. Therefore, an error on the Contractor's part in one or more phases of its operation (e.g., dispatch, deployment management plan, vehicle maintenance, etc.) shall not be the basis for an exception to the Contractor's performance in another phase of its operation (e.g., response time performance). Appropriate response time performance is a result of the coordinated effort of the ambulance Contractor's total operation and therefore is solely the Contractor's responsibility. Response times shall be measured in minutes and seconds, and shall be timed-stamped by a computer aided dispatch (CAD) system.

B. RESPONSE TIME REQUIREMENTS

NATIONAL CITY Fire Department is making a transition from BLS to ALS engines in its two districts over the course of the contract period. As these changes are made, the ALS ambulance emergency response time requirements for those specific districts will change.

1. *Emergency Incident Response Times in Districts With ALS Engine Coverage*

In those districts where National City FD *does* provides ALS engine coverage, the response time requirement shall be for ninety percent (90%) compliance or higher to a 11 minutes, 59 seconds (11:59) standard

2. *Emergency Incident Response Times in Districts Without ALS Engine Coverage*

In those districts where National City FD *does not* provides ALS engine coverage, the response time requirement shall be for ninety percent (90%) compliance or higher to a 9 minutes, 59 seconds (9:59) standard

3. *Non-Emergency Immediate Incident Response Times*

Regardless of ALS engine coverage, the response time requirement shall be for ninety percent (90%) compliance or higher to a 19 minutes, 59 seconds (19:59) standard

4. *Non-Emergency Scheduled Incident Response Times*

Regardless of ALS engine coverage, the response time requirement shall be for on-scene arrival within ± 19 minutes, 59 seconds (19:59) of the schedule pick-up time with 90% compliance or higher

5. *City-Wide Response Time Reliability*

In addition to a city-wide response time compliance of 90% for "Emergency" and "Non-Emergency" Incidents, response time compliance of 90% must also be met in each of the two separate districts. These districts are identical to the National City Fire Department's current Battalion designations of District 31 and 34. A map showing the boundaries of Districts 31 and 34 are provided in the appendix of this RFP.

6. *Consistency in Response Time Reliability*

Response time performance that exceeds minimum requirements early in the month is not a reason or justification for response time performance late in the month. Therefore, the Contractor shall use its best efforts to minimize variations in response time performance compliance. In Section VII.H - *Criteria to be Considered for Earned Contract Extensions and Rate Increases*, the Contractor is invited to use statistical process control charts for monitoring response time data, where each day represents one data point on the control charts, in conjunction with capability indices, where the specification limit corresponds to response time requirements set forth in this RFP. Use of these tools is STRONGLY encouraged to help detect statistically significant response time performance variations and thereby trigger appropriate action by the Contractor to eliminate or mitigate the root causes. Such tools will be utilized by the Contract

Compliance Office and Contract Compliance Committee to monitor response time compliance performance from a regulatory perspective.

C. EXCEPTIONS TO RESPONSE TIME PERFORMANCE STANDARDS AND REQUIREMENTS

NATIONAL CITY may grant exemptions to response time performance requirements stated herein for calls where multi-casualty incidents or other situations may cause unavoidable delay. All such calls shall be individually examined by the NCFD Contract Compliance Officer (CCO) as to unit locations, deployment management plan status, and other influencing factors. If the circumstances warrant, the CCO may authorize the exclusion of such calls from the performance requirements. In order to be eligible for such an exemption, the Contractor shall make a formal written or email request for an exception to the CCO within a month of the time of occurrence and provide documentation making the case for granting an exception. Equipment failure, dispatcher or personnel error, bad weather or lack of a nearby ambulance does not normally constitute grounds for granting an exception to response time performance requirements. The following circumstances will be considered for exemptions:

1. *Canceled Responses*

Response canceled prior to the unit's arrival at scene (except for excessive response times). These cases may be removed from response time interval calculations.

2. *Declared disaster*

The Contractor may apply for an exception to response time standards during times of declared "emergencies" as determined by the Fire Chief or their designee.

3. *Unusually severe weather*

Responses during a period of unusually severe weather conditions when such response time compliance is either impossible or could only be achieved at a greater risk to EMS personnel and the public than would result from a delayed response. The contractor shall make such requests in advance of the coming weather event to the Contract Compliance Officer.

D. DELAYED RESPONSE DOCUMENTATION

Contractor shall document each instance wherein a response resulted in a response time in excess of the prescribed response performance requirement, and shall detail the reason for such delayed response time. Similar documentation shall be prepared for all

calls with greater than two (2) minutes elapsed time between receipt of request and the unit is en route (call processing time). Such documentation shall be provided to the Contract Compliance Officer on a monthly basis. Contractor shall take all steps necessary to eliminate that cause of poor response time performance and upon request of the Contract Compliance Officer, shall provide a summary of such actions.

E. REPORTS

The Contractor shall provide, by the 10th day of each calendar month, reports detailing its performance during the preceding month as it relates to each of the performance requirements and response zones stipulated herein. Those reports shall conform to specifications as may be established by the Contract Compliance Officer and shall include for each district and for the all of NATIONAL CITY in aggregate, at a minimum:

- Emergency response time performance report
- Immediate non-emergency response time performance report
- Scheduled non-emergency response time performance report
- Response time compliance exception report

It is anticipated that this list of reports and their formats will change and evolve through the course of the contract period and during any extensions to the contract. The Contractor agrees to comply with reporting requirements as requested by the Contract Compliance Officer.

F. FINES AND PENALTIES

The contract which will result from this Request for Proposal will include provisions for financial penalties from the Contractor relative to late runs occurring within the exclusive operating area and other failures to meet required standards. By participating in this procurement process, the Applicant agrees that the "penalties" recited in such contract shall be considered as "liquidated damages" and not as "penalties" and, further, that the sums recited in such contract represent a reasonable endeavor by NATIONAL CITY and the Contractor to estimate a fair compensation for the foreseeable damage to NATIONAL CITY and its residents from Contractor's failures to meet the standards set forth. Each and every call which does not adhere to community performance standards shall first be classified as an alleged ambulance service performance failure. Each alleged performance failure shall be investigated by the Contractor and evaluated by NATIONAL CITY. The Contract Compliance Officer (CCO) shall determine whether there are appropriate or acceptable extenuating circumstances that caused or significantly contributed to the performance failure. The CCO shall issue a fine to all performance failures that are determined to be the fault of the Contractor and not the

result of an extenuating circumstance. The following specific procedures regarding such actions shall be incorporated into the contract:

1. *Failure To Properly Equip/Supply Unit*

Any ambulance used by the Contractor to provide services under the contract failing to meet the minimum required equipment and supply requisites as specified by federal, state, or local law or regulation, including EMS Agency will be immediately removed from service until the deficiency is corrected. Such infraction shall subject the Contractor immediate removal of the unit to a penalty of five hundred dollars (\$500) per occurrence.

2. *Failure To Furnish Required Documentation*

In the event Contractor fails to furnish information, reports, or documentation as required by the contract, NATIONAL CITY shall notify the Contractor of such failure. The Contractor shall have a period of time, which shall be reasonable under the circumstances, to furnish the required information, report, or document. If the Contractor does not furnish the information, report, or document within that time period, NATIONAL CITY may, at its option, impose a penalty of Fifty Dollars (\$50.00) per day for each item of such information, report, or document. Such penalty shall not be applied in cases where the cause of such reporting deficiency was beyond the Contractor's reasonable control.

3. *Mechanical Failure, Preventable*

If an ambulance experiences a preventable mechanical failure (breakdown) while responding to a call and/or while transporting a patient to a hospital, the penalty will be \$500 for each occurrence.

4. *Failure of Crew to Report On-Scene Arrival*

A \$50 fine will be assessed for failure of the ambulance crew to report their on-scene arrival to the dispatch center for all calls. Such penalties shall not be applied in cases where cause of such reporting deficiency was beyond Contractor's control. Simple loss of records and problems with Contractor's own computer and/or communication systems shall not be considered beyond contractor's reasonable control. A \$500 fine will be assessed for each incident when upon retrospective review, it is determined that the crew, dispatchers or management personnel of the Contractor reported a false on-scene arrival time.

5. *Monthly Performance For Responses*

Contractor agrees and recognizes that the ambulance response time standards in this RFP are reasonable and that any and all requests for emergency and non-emergency ALS ambulance service should adhere to such standards. Any case that is outside the standards and cannot be justified by acceptable mitigating circumstances are subject to consideration of fines and penalties. NATIONAL CITY recognizes that the nature of the

ambulance business cannot require 100% compliance with response time standards stated in this RFP and to be incorporated into the contract. NATIONAL CITY agrees that if the Contractor's monthly cumulative frequency rate of compliance with community performance standards for calls is greater than or equal (\geq) to 90%, that the contractor is complying with minimum requirements even though there may be individual cases that fail to meet the standard.

Emergency Response Time Compliance Fines – By District

In the event that for a specific month the aggregate response time compliance rate for emergency responses falls below 90% in a particular District, the following fines will be imposed:

- 87.5% to <90% Compliance - \$1,000 fine
- 85% to <87.5% Compliance - \$2,000 fine
- <85% Compliance - \$3,000 fine

Non-Emergency Immediate Response Time Compliance Fines – By District

In the event that for a specific month the aggregate response time compliance rate for non-emergency responses falls below 90% in a particular District, the following fines will be imposed:

- 87.5% to <90% Compliance - \$1,000 fine
- 85% to <87.5% Compliance - \$2,000 fine
- <85% Compliance - \$3,000 fine

Non-Emergency Scheduled Response Time Compliance Fines – By District

In the event that for a specific month the aggregate response time compliance rate for non-emergency responses falls below 90% in a particular District, the following fines will be imposed:

- 87.5% to <90% Compliance - \$500 fine
- 85% to <87.5% Compliance - \$1,000 fine
- <85% Compliance - \$1,500 fine

6. *Fines For Aggregated Failure*

For each calendar month in which the Contractor has met less than 90% of the response time standards in aggregate and/or in each zone, NATIONAL CITY shall declare the Contractor as non-compliant and in breach of contract. If in any 12 consecutive month period the Contractor maintains a response time performance level at less than 90%

monthly compliance in any four (4) months or two consecutive months, NATIONAL CITY may determine the Contractor is not adhering to community standards and is in jeopardy of a being declared in major breach of this performance contract.

NATIONAL CITY will inform Contractor of all final decisions of the Contract Compliance Officer (CCO) as to their final decisions regarding any performance failure for which Contractor was responsible and shall invoice Contractor for any fines and penalties assessed at the end of the monthly performance review meeting with the CCO. Contractor shall pay NATIONAL CITY all fines within 45 days of receipt of the notification. A late payment charge of five percent (5%) will be assessed monthly if no payment is received after the 45th day of receipt of the notification.

7. *Appeal Of Fine/Penalty To The Contract Compliance Officer*

In instances when the CCO, at the request of the Contractor, has reviewed the circumstances for imposing such fine and penalty, and determined that the grounds are sufficient to justify the imposition of the fine and penalty, the CCO shall report the Contractor's appeal and the reasons for denial to the Contract Compliance Committee. The Contractor shall have the right to appeal such ruling to the Contract Compliance Committee.

8. *Appeal Of Fine/Penalty To Contract Compliance Committee*

The Contractor shall have the right to appeal such fines and penalties after a failed appeal to the CCO to the Contract Compliance Committee by submitting, in writing on forms provided by NATIONAL CITY within fifteen (15) days of mailing of written notification of the imposition of fine/penalty, an explanation of the reasons why such fine and penalty should not be assessed. The Contract Compliance Committee shall review all requests for exception and respond in writing to the Contractor within fifteen (15) days of mailing of such request and advise of the determination of such review.

9. *Appeal Of Fine/Penalty to the NATIONAL CITY City Attorney*

The Contractor shall have the right to appeal such fines and penalties after a failed appeal to the Contract Compliance Committee to the NATIONAL CITY City Attorney by submitting, in writing on forms provided by NATIONAL CITY within fifteen (15) days of mailing of written notification of the imposition of fine/penalty, an explanation of the reasons why such fine and penalty should not be assessed. The City Attorney shall review all requests for exception and respond in writing to the Contractor within fifteen (15) days of mailing of such request and advise of the determination of such review. The decision of the City Attorney regarding such matters shall be final.

10. *Financial Penalties Waived For Start-Up Period*

NATIONAL CITY recognizes that the Contractor may require a short period to make adjustments to its initial deployment management and coverage plans and, therefore, shall waive the response time performance financial penalties for the first three (3) months of the contract period.

G. CRITERIA TO BE CONSIDERED FOR EARNED CONTRACT EXTENSIONS AND RATE INCREASES

Given the potentially severe consequences of delayed responses to patients with time sensitive emergencies, NATIONAL CITY seeks exemplary performance from its ambulance contractor. The 90% compliance to the emergency response time standard still leaves 10% of the cases having to wait with longer than desirable response times. While 100% compliance with the response time standards may not be practical or feasible, NATIONAL CITY wants to encourage performance to levels higher than the specified minimums.

NATIONAL CITY also recognizes the limitations of traditional measurement and analyses of response interval statistics with simplistic calculations of average or 90% compliance levels. NATIONAL CITY seeks more sensitive and sophisticated means by which response time interval compliance is measured and reported which will help facilitate improved response interval performance.

Therefore, NATIONAL CITY will encourage the ambulance contractor to utilize more sophisticated measurements and reporting of response time data in coordination with more sophisticated processes for overall clinical, operational and administrative performance improvement.

The ambulance contractor will be eligible for consideration with regard to earned contract extensions and rate increase requests if it meets the following criteria:

1. *Overall Performance Improvement Efforts*
 - Clear evidence that that the management staff has substantive training in contemporary service industry techniques for quality / performance management
 - Clear evidence that that the management staff has training in the interpretation of statistical process control (SPC) charts and capability indices (e.g. six sigma green belt certification; SPC training from a recognized educational program; or equivalent as determined by the CCO)
 - Demonstration of use of statistical process control methods to monitor and improve processes throughout the ambulance contractor's enterprise that are involved with service delivery to NATIONAL CITY.

- Demonstration of actions taken by contractor staff to differentiate between common and special cause sources of variation where SPC chart data points fall outside control limits or data point patterns met the special cause criteria of the Western Electric or other widely recognized rule sets for SPC pattern analysis.
- Demonstration that where unfavorable special cause variations were discovered, investigations were made to identify and mitigate or remove contributing root cause factors.
- Demonstration of a regular schedule of contractor self-assessments (e.g. annually or bi-annually) using the Baldrige Criteria for Healthcare Excellence (www.quality.nist.gov) and the execution of action plans for improvement based on the results of those self-assessments. The criteria set used for the California Excellence Award (www.caexcellence.org) may be used in lieu of the Baldrige Criteria. The contractor is strongly encouraged to formally participate in the California Excellence Award program and/or the Baldrige program for the purpose of external review and feedback to guide the contractor's improvement efforts. The gaining of any recognition or awards from these award processes is not relevant to compliance with this item. The effort to conduct the self-assessment and utilizing feedback from the external review of the self-assessment document to guide continuing improvement efforts is the primary objective.

2. *Response Time Performance Data*

- Submit response time performance data in the form of statistical process control charts for variable data, in X-bar S format, where each day represents one data point on the control charts. Emergency and non-emergency response time data should be graphed separately. It may also be necessary to submit separate reports for separate NCFD districts with differing response time standards, depending on the status of NCFD Paramedic Engine program implementation.
- Submit a monthly report of aggregated *emergency* response time performance data in the form of a one-tailed capability index where the specification limit corresponds to the *emergency* response time requirement set forth in this RFP. It may be necessary to submit separate reports for separate NCFD districts with differing response time standards, depending on the status of NCFD Paramedic Engine program implementation.
- Submit a monthly report of aggregated *non-emergency immediate* response time performance data in the form of a one-tailed capability index where the specification limit corresponds to the *non-emergency immediate* response time requirement set forth in this RFP.
- Submit a monthly report of aggregated *non-emergency scheduled* response time performance data in the form of a two-tailed capability index where the specification limit corresponds to the *non-emergency scheduled* response time requirement set forth in this RFP

- Demonstration of efforts and *results* to improve response time process performance over time, as reflected by improvements in the process capability indices.

H. TERMINATION OF CONTRACT

1. *Termination with Notice*

Either party hereto desiring termination of the contract at any time without cause may exercise such option subject to the following conditions:

1. They must give written notice to the other party of intent to terminate;
2. Both parties must agree to attempt negotiation in good faith to resolve differences, unless otherwise agreed to by both parties; and
3. The date of termination shall be not less than one hundred eighty (180) calendar days from the end of negotiations, unless otherwise agreed to by both parties.

2. *Termination For Cause*

Either party hereto may terminate the contract at any time for cause for substantial breach of its provisions affecting the public health and safety consistent with the provisions herein.

I. MAJOR BREACH

NATIONAL CITY may terminate the contract if the Contractor has committed a "Major Breach" of the terms of the contract. "Major Breach" shall be defined as:

1. Failure of Contractor to operate its ambulance and emergency medical services program in a manner which enables NATIONAL CITY and the Contractor to remain in substantial non-compliance with the requirements of Federal, State, and local laws, rules and regulations. Minor infractions of such requirements shall not constitute a major breach of this Agreement;
2. Willful falsification of information supplied by the Contractor in its proposal and during the consideration, implementation, and subsequent operation of its ambulance and emergency medical services program, including, but not limited to, dispatch data, patient reporting data, and response time performance data, as it relates to the contract;

3. Chronic or persistent failure of the Contractor's employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by the Contractor;
4. Failure to comply with the response time performance requirements for two consecutive months, or for any four months in a 12 month period, shall be a "Major Breach" of this Agreement.
5. Failure to substantially and consistently meet or exceed the various emergency medical service performance standards required herein, including, but not limited, to the enhancements offered by Contractor in its response to NATIONAL CITY'S Request For Proposal, and accepted by NATIONAL CITY;
6. Failure to participate in the established Quality Assurance/Quality Improvement program of the NATIONAL CITY Fire Department, including, but not limited to, investigation of incidents and implementing prescribed corrective actions;
7. Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with Contractor's submitted and accepted Equipment Replacement Policy, except as extended use of such equipment is approved by NATIONAL CITY as provided for herein;
8. Chronic or persistent failure to comply with conditions stipulated by NATIONAL CITY to correct any "Minor Breach" conditions;
9. Failure of the Contractor to cooperate and assist NATIONAL CITY in the investigation or correction of any "Minor or Major Breach" of the terms of this Agreement;
10. Failure by Contractor to cooperate with and assist NATIONAL CITY in its takeover or replacement of Contractor's operations after a Major Breach has been declared by NATIONAL CITY, as provided for herein, even if it is later determined that such default never occurred or that the cause of such default was beyond Contractor's reasonable control;
11. Failure to assist in the orderly transition, or scaling down of services, during the transition to the next Contractor if such contract does include the Contractor;
12. Failure to comply with required payment of fines or penalties within forty five (45) days written notice of the imposition of such fine or penalty.

13. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein;
14. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the performance security requirements as specified herein;
15. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to interview with or to sign contingent employment agreements with competing Applicants during a subsequent bid cycle; and
16. Any other willful acts or omissions of the Contractor that endanger the public health and safety.

J. DECLARATION OF MAJOR BREACH AND TAKEOVER/REPLACEMENT OF SERVICE

1. *Declaration of Major Breach and Takeover/Replacement of Services*

In the event NATIONAL CITY determines that a Major Breach has occurred, and if the nature of the default is, in NATIONAL CITY'S opinion, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct such deficiency, Contractor shall cooperate completely and immediately with NATIONAL CITY to effect a prompt and orderly takeover or replacement by NATIONAL CITY of Contractor's NATIONAL CITY operations.

2. *Dispute After Takeover/Replacement*

Such takeover/replacement shall be affected within 72 hours after finding of major default by NATIONAL CITY. Contractor shall not be prohibited from disputing any such finding of default through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover/replacement of operations by NATIONAL CITY. Neither shall such dispute by the Contractor delay NATIONAL CITY'S access to Contractor's performance security.

The parties agree to submit the dispute to mediation or arbitration prior to filing a court action. The arbitration proceeding shall be consistent with the principals outlined in *Armendariz v. foundation health psychcare services, inc.* (2000) 24 Cal.4th 83.

The provisions of this section shall be specifically accepted and agreed to by the Contractor as reasonable and necessary in light of the unusual responsibilities for public health and safety associated with the contract. Any legal dispute concerning a finding of default shall be initiated only after the emergency takeover/replacement has been completed and shall not, under any circumstances, be allowed to delay the process of

takeover/replacement by NATIONAL CITY. The Contractor's cooperation with, and full support of, such emergency takeover/replacement process, as well as the immediate release of performance security funds to NATIONAL CITY, shall not be construed as acceptance by Contractor of the finding of major default, and shall not in any way jeopardize the Contractor's right to recovery should a court later determine that the declaration of major default was in error. However, failure on the part of the Contractor to cooperate fully with NATIONAL CITY to effect a safe and orderly takeover/replacement of services shall itself constitute a major breach under the terms of the contract, even if it is later determined that the original declaration of major breach was made in error.

3. *Breach Not Dangerous to Public Health and Safety*

If NATIONAL CITY declares the Contractor to be in breach on grounds other than performance deficiencies dangerous to public health and safety, the Contractor may dispute NATIONAL CITY'S claim of major breach prior to takeover/replacement of Contractor's operations by NATIONAL CITY through a mediation process.

K. LIQUIDATED DAMAGES

By its participation in the request for proposal process, a prospective Applicant agrees with NATIONAL CITY that the unique nature of the services that are the subject of the contract requires that, in the event of major default of a type that endangers the public health and safety, NATIONAL CITY must restore services immediately, and the Contractor must cooperate fully to effect the most orderly possible takeover/replacement of operations. The parties agree that, in the event of such a takeover/replacement of Contractor's operations by NATIONAL CITY it would be difficult or impossible to distinguish the cost to NATIONAL CITY of effecting the takeover/replacement, the cost of correcting the default, the excess operating cost to NATIONAL CITY during an interim period, and cost of recruiting a replacement Contractor from the normal cost to NATIONAL CITY that would have occurred even if the default had not occurred. Similarly, if takeover/replacement costs and interim operating costs are high, it would be impossible to determine the extent to which such higher costs were the result of Contractor's default as to distinguish from the results from faulty management during NATIONAL CITY takeover and interim operations.

For these reasons, the parties agree that these liquidated damage provisions are a fair and necessary part of this Contract. NATIONAL CITY has estimated and the Contractor agrees that the minimum amount of these additional costs to NATIONAL CITY (e.g., costs in excess of those that would have been incurred by NATIONAL CITY only if the default had not occurred) could be not less than two hundred fifty thousand (\$250,000).

Therefore, in the event of such a declared major default, NATIONAL CITY shall be compensated by the Contractor liquidated damages in the amount of \$ two hundred fifty thousand (\$250,000), with such amount to be paid to NATIONAL CITY in performance security funds.

VIII. REQUEST FOR PROPOSAL SUBMISSION GUIDELINES

All responses to the RFP (Request for Proposal) are to be received by no later than March 1, 2006, at:

National City Purchasing Department
2100 Hoover Avenue
National City CA 91950
ATTN: Brenda Hodges, Purchasing Agent

All responses to the Request for Proposal shall be submitted in the following manner:

1. All information shall be submitted in a sealed container or parcel at the above location on or before the date and time listed. It should be clearly labeled with Ambulance Service Proposal RFP# GS0506-6
2. Nine (9) sets of Proposals shall be submitted, each set in a three (3) ring binder. Each binder should be labeled on the cover and spine with Proposal to Provide Ambulance Service in National City, California RFP #GS0506-6
3. A copy of the entire proposal document should also be included in PDF format on a CD. Only two copies of the CD are required in the proposal package.
4. One of the 9 proposals should be clearly labeled as the 'Original' and contain the original signed versions of documents such as any cover letter, bond forms, etc.
5. Each section shall be tabbed and labeled. Example, "Section 1 - Clinical Performance." All sub sections shall be correspondingly numbered within each major tabbed section.
6. Each page shall be numbered by section. Example. I-1.1, II-1.2 etc.
7. All fonts must be Times Roman or equivalent, #12 point black only.
8. All paragraphs shall be double-spaced.
9. Place illustrations, tables and graphs within the document in proximity to the text that makes reference to these items. Do not place illustrations, tables and graphs at the end of the document or document section so that reviewers must flip back and forth within the document to view these items in context of the relevant proposal language.
10. The name of the Applicant must be printed on the cover and spine of each binder. Applicant may use artwork or logos on outside covers of binders.

IX. APPENDICES

A - Ambulance Rates Worksheet

B - Map of the National City EOA (Exclusive Operating Area)

A. AMBULANCE RATES WORKSHEET

Fill in the in the maximum average all inclusive (i.e., including disposable supplies, etc.) fee your firm is proposing for each of the service levels below. Assume the average transport mileage is 5 miles.

Scheduled Transport

Base Rate: _____ Mileage Rate/Mile: _____ Total: _____

ALS1-Emergency

Base Rate: _____ Mileage Rate/Mile: _____ Total: _____

ALS2-Emergency

Base Rate: _____ Mileage Rate/Mile: _____ Total: _____

Example:

Assuming a base rate of \$500.00 and mileage rate of \$5.00/mile, the total would be \$525.00.

B. MAP OF NATIONAL CITY EXCLUSIVE OPERATING AREA AND FIRE DISTRICTS FOR AMBULANCE SERVICES