



CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPT.
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Proposal No. 9560-09-V

REQUEST FOR PROPOSAL

Closing Date: May 15, 2009
@ 4:00 pm P.T.

Subject: Furnish the City of San Diego with Emergency Medical Transport Services

Timeline: As may be required for a period of five (5) years from date of fully executed contract, with an option to renew for an additional five (5)-year period, contingent upon Council approval, in accordance with the attached specifications.

NOTE: PRE-PROPOSAL CONFERENCE - SEE PAGE 57 FOR DETAILS

Company Name, Federal Tax I.D. No., Street Address, City, State, Zip Code, Tel. No., Fax No., E-Mail, Name, Signature*, Title, Date, *Authorized Signature, SUBMITTED PROPOSALS MUST HAVE AN ORIGINAL SIGNATURE, Cash discount terms

FOR CONSIDERATION AS A RESPONSIVE PROPOSAL, THE FOLLOWING IS REQUIRED:

- 1) Proposal must be submitted on official City proposal forms.
2) All information on this Request for Proposal cover page must be completed.
3) This cover page must be signed with an original signature.
4) Beginning January 1, 2008, all proposers must complete the Vendor Registration Form. Eventually, this form will also be available for on-line submittal.
5) Proposal must be submitted on or before the exact closing date and time. Proposal received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS PROPOSAL, PLEASE CONTACT:
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TABLE OF CONTENTS

I. Introduction, Background, Scope of Work, and Objective.....	5
A. Introduction.....	5
B. Background.....	6
C. Scope of Work.....	7
D. Objective.....	8
E. Terms and Definitions.....	8
II. Specifications.....	10
A. General Requirements Overview.....	10
B. City’s Responsibilities.....	10
C. Exclusive Operating Area (EOA).....	11
D. Penalty Provisions.....	20
E. Capital Contributions: Mandatory and Desirable.....	23
F. Clinical Excellence.....	27
G. Continuing Education Program and Training.....	31
H. Data and Reporting Requirements.....	33
I. Community Service Education.....	35
J. Customer Service and Complaints.....	36
K. Human Resources.....	36
L. Leadership.....	39
M. Risk Management / Workplace Safety.....	41
N. Disaster Response and Mutual Aid.....	43
O. Caas Accreditation.....	45
P. Vehicles and Medical Equipment and Supplies.....	45
Q. Communications and Dispatch.....	47
R. Process Management.....	49
U. Coverage and Dedicated Ambulances, Use of.....	49
V. Proposer Revenue Recovery.....	50
W. References.....	51
III. Pricing Submittal.....	52
A. Price Proposal Pages - Instructions.....	52
B. Option to Renew.....	52
C. Pricing Pages.....	54
IV. RFP Process.....	57
A. Purchasing Agent – Issuing Office.....	57
B. Pre-Proposal Conference.....	57
C. Questions.....	57
D. Submission of Proposals.....	58
E. Closing Date.....	58
F. Late Submissions.....	59
G. Economy of Preparation.....	59

TABLE OF CONTENT *(contd.)*

H.	Two (2) Volume Proposals	59
I.	Submittals Required Upon Provisional Award.....	61
J.	Evaluation Committees.....	61
K.	Acceptability of Proposals.....	61
L.	Technical Evaluation	62
M.	Price Evaluation.....	62
N.	Oral Presentations (Optional)	63
O.	Negotiation.....	63
P.	City’s Unilateral Right.....	64
Q.	Evidence of Responsibility	64
R.	Basis of Award.....	64
S.	Incurred Expenses.....	64
V.	Specific Provisions.....	65
A.	Roles of the City of San Diego Purchasing Agent and Chief.....	65
B.	Insurance Requirements.....	65
C.	Performance Bond	68
D.	Bid Bond.....	68
E.	Indemnification and Hold Harmless Agreement	69
F.	General Provisions.....	69
G.	Independent Proposer	69
H.	Subcontracting	69
I.	Delays and Extensions of Time	70
J.	Suspension of Work.....	70
K.	Quality Assurance Meetings.....	70
L.	Inspection, Acceptance, and Payment	70
M.	Post Award Kick-off Meeting.....	70
N.	Data Ownership	71
O.	Medicare Compliance Program Requirements	71
P.	HIPAA Compliance Program Requirements.....	71
Q.	Compliance With Laws	72
R.	Annual Performance Evaluation.....	72
S.	Continuous Service Delivery	72
T.	Default and Provisions for Termination of Contract	73
U.	Termination.....	74
V.	Emergency Takeover	74
W.	City’s Remedies.....	75
X.	Transition Planning.....	76
Y.	Provisions for Curing Cardinal Breach and Emergency Take.....	76
Z.	Lame Duck Provisions.....	77
AA.	Assignment	77
BB.	Permits and Licenses	77
CC.	Exceptions.....	80
DD.	Business Tax License.....	80

TABLE OF CONTENT (contd.)

EE. Proposer Standards Clause80
FF. Confidentiality of Services80
GG. Expectations of Ethical Business Conduct80
HH. Statement of Economic Interest.....81
II. Entire Contract Documents.....81
JJ. Confidential Information81

Forms

Proposer’s References.....82
Proposer’s Statement of Financial Responsibility83
Contractor Information Form.....84
Vendor Registration Form85
Proposer Standards - Questionnaire.....87
Drug-Free Workplace93

Exhibit A - Memorandum of Agreement.....99
Attachment A - Expectations of Ethical Business Conduct.....101

Website Documents: <ftp://pascal.sannet.gov/>

Go to “OUT”, go to Purchasing-Contracting, see 9560-09-V:

- Appendix A – Exclusive Operating Area Map
- Appendix B – 911 Medical Transportation Call Volume
- Appendix C – 911 Volume 1998-2007
- Appendix D – Equipment and Supplies Requirements
- Appendix E – 911 Funded Positions

I. INTRODUCTION, BACKGROUND, SCOPE OF WORK, AND OBJECTIVE

A. INTRODUCTION

The City of San Diego (City) is a political subdivision of the State of California with authority for designating emergency ambulance service providers through a competitive procurement managed by the City of San Diego Purchasing and Contracting Department. The City desires to enter into a performance-based Agreement with the selected emergency ambulance service provider to deliver the services specified in this Request for Proposal.

A successful emergency medical system has three consumer objectives: help prevent lost lives, minimize patients' physical pain, and reduce the expenses associated with catastrophic injury or illness. The City seeks to meet these objectives now and in the future, while ensuring good value for the community's investment.

The goal of City is to sustain a high performance Emergency Medical Services (EMS) system. Essential elements of this high performance system include:

- Prevention and early recognition a life threatening medical condition
- Bystander action/system access
- Medical Dispatch
- Telephone protocols and pre-arrival instructions
- First responder and ambulance dispatch
- First responder services (ALS and BLS)
- Transport ambulance services
- Direct (on-line) medical control
- Receiving facility interface
- Indirect (off-line) medical control
- Independent monitoring

The City desires to ensure the provision of a high quality EMS system within its Exclusive Operating Area (EOA) in order to provide for the public health and safety. Response Times are one measure of a high performance system. This comprehensive systems approach requires creating geographic and density-based Response Time zones and achieving ambulance Response Times for life-threatening emergencies within defined time frames in each of those zones.

B. BACKGROUND

1. General.

The City has Advanced Life Support (ALS), paramedic ambulance services to respond to medical emergencies. The current joint venture has provided these services since 1997 under a performance-based Agreement that has resulted in achieving specified Response Times and service levels. EMS system performance expectations and design have evolved over the past decade with the expansion of ALS first response by the San Diego Fire-Rescue Department (SDFD), improvements in clinical care, and other improvements. The San Diego Fire-Rescue Department and Rural/Metro, Inc. operate as partners in a limited liability company, the San Diego Medical Services Enterprise, LLC (SDMSE). The City contracts with SDMSE for EMS services. SDMSE must respond to all calls within defined Response Time criteria within (4) Emergency Response Zones (ERZ).

2. Overview of EMS System Design

Requests for assistance to medical emergencies typically are made through the 911 phone system. The calls are initially answered at the City of San Diego Police Department Public Safety Access Point (PSAP) and upon identification as a medical call are immediately and electronically transferred to the San Diego Medical Communications Center. Personnel at the Communications Center identify the caller's needs and, if medical aid is needed, follow priority dispatch protocols to identify the nature of the call and location. Call prioritization (Priority 1, 2, 3 and 4) by level of acuity and emergency medical pre-arrival instructions are provided according to medical protocols.

Fire Department units are dispatched only on the most acute emergency calls (Priority 1). Fire first responder units are typically staffed with at least one (1) firefighter/paramedic and other personnel who are certified as firefighters/emergency medical technicians (EMT). The current partner's personnel respond on all high priority calls with SDMSE ambulances staffed and equipped to provide ALS care. Some lower acuity emergency calls are also responded to by the current partner's staffed SDMSE ambulances that provide Basic Life Support (BLS).

Patient treatment and transport are carried out under State laws and regulations, as well as the Local EMS Agency (LEMSA), County of San Diego EMS Agency, policies and procedures. These policies may include, in the case of paramedics, making contact with a mobile intensive care nurse (MICN) or a physician at a designated base hospital to obtain direction in management of the patient. Patients are transported to appropriate receiving facilities. Hospital destination is based upon patient preference and LEMSAs protocols. Critical patients are normally transported to a nearby emergency department or to a trauma center, as appropriate. Non-critical patients may be transported to hospitals of choice within reasonable travel time. Medical helicopter service is available to transport critical patients when ground ambulance transport time would be excessive or when air ambulance services are not available and patient meets helicopter transport criteria.

Further information regarding the City of San Diego's EMS system can be found on the City of San Diego Fire-Rescue Department website at www.sandiego.gov/fireandems/. The County of San Diego EMS Programs, policy manuals, and an overview of the system are available and can be downloaded at www.sdcounty.gov.ca/hhsa.

C. SCOPE OF WORK

The City will contract with a single entity to provide these services. The Proposer shall be required to respond to all emergency and urgent medical calls within the designated geographic area of responsibility when requested by City or City-designated medical dispatch center. The Proposer may also propose to solicit special event coverage, non-emergency medical transportation, and Critical Care Transport (CCT) services on a non-exclusive basis within the City and County.

Proposer shall provide emergency ambulance services, as requested by the City's Fire Communication Center, within the City-specified Exclusive Operating Area (EOA). The emergency ambulance EOA is delineated in the map entitled "Exclusive Operating Area of City of San Diego", located in Appendix A. Services shall be provided in accordance with the requirements of State Health and Safety Code Sections 1797 et seq., Division 48 and of the County of San Diego Ordinances, and all regulations promulgated thereunder, and in accordance with any amendments or revisions thereof. In performing services hereunder, Proposer shall work cooperatively with the City's EMS Program Manager or his/her designee (also referred to herein as "Contract Administrator").

In consideration of the City's referral to Proposer of emergency ambulance service requests originating in the EOA, Proposer shall perform the following services:

1. Provide emergency ambulance services, without interruption, 24 hours per day, seven (7) days per week, 52 weeks per year, for the full term of the Contract resulting from this RFP.

2. Provide emergency ambulance services without regard to the patient's race, color, national origin, religious affiliation, age, sex, or ability to pay.
3. From time to time, participate in pilot emergency response programs that Contract Administrator may authorize and the Medical Director and County (as may be required) must approve.
4. Proposer may propose innovative and unique service delivery models.

Proposers shall submit a Proposal describing Proposer's qualifications to provide these services and plans to meet or exceed the performance standards and requirements identified in this RFP, and delineated in Section II, Specifications.

D. OBJECTIVE

The objective of this Request for Proposal is to make an award to a single qualified Proposer that delivers an emergency medical ground transportation system at an ALS-level of service for the City of San Diego equal to or greater than the current system. The winning Proposer will be awarded an exclusive contract to operate and to respond to 911 requests for a period of five (5) years from the date of contract award with an option to extend for five (5) additional years.

E. TERMS AND DEFINITIONS

The following specific terms and definitions are used herein:

1. BAFO: Best and Final Offer
2. Contract: Contract refers to the City's Request for Proposal, the City of San Diego's General Provisions for Proposals dated January 18, 2005 ("General Provisions"); the proposal submitted (technical and budget volume); the City's award letter(s); the Proposer's Best and Final Offer (if any); the City's written acceptance of any exceptions to clarifications incorporated in the proposal (if any); any exhibits, attachments, or addenda to any of the aforementioned documents; and any documents incorporated therein by reference, which will be memorialized on a Memorandum of Agreement form (See Exhibit A). Collectively, these documents will be known as "the contract documents" and will constitute the entire agreement between the parties.
3. Contract Administrator: Winning Proposer's point of contact for implementation of project specified per this RFP. Contact information for Contract Administrator will be provided after award of contract.
4. Emergency Response Zones (ERZ): Four (4) areas within the EOA as defined in Section II within which the winning Proposer shall meet specific Response Time criteria.
5. EMS Program Manager: Also referred to as Contract Administrator.

6. Exclusive Operating Area (EOA): The area defined in Section II in which the Proposer shall provide exclusive emergency ambulance services.
7. Key Performance Indicator (KPI): A defined set of metrics that are to be measured, tracked, and documented for multiple clinical, operational, and financial components of the services.
8. Medical Protocols: The clinical guidelines and algorithms promulgated by the Local Emergency Medical Services Agency (LEMSA)(County of San Diego EMS Agency).
9. Must or shall: Used throughout this RFP to indicate mandatory requirements.
10. Patient Care Report (PCR): Also known as Paramedic Record or Medical Report (usually in electronic format).
11. Rated Paramedic City: Fire Captain maintains Paramedic status in case needed in an emergency.
12. SDMSE: The existing joint venture between the City of San Diego Fire-Rescue Department and Rural/Metro, Inc. to provide EMS.
13. System: The emergency medical services provided in the City of San Diego EOA.

II. SPECIFICATIONS

A. GENERAL REQUIREMENTS OVERVIEW

This is a performance-based contract. The Contract resulting from this RFP requires the highest levels of performance and reliability, and the demonstration of effort.

The essential areas where performance must be achieved include:

- Ambulance Response Times;
- Ambulance equipment and supply requirements;
- Ambulance staffing levels including personnel with current and appropriate levels of certification/licensure;
- Clinical performance consistent with approved medical standards and protocols;
- Comprehensive quality improvement and compliance activities and results;
- Accurate and timely reporting; and
- Customer and community satisfaction with the services provided.

Proposer shall use its own best expertise and judgment in deciding on the methods to be employed to achieve and maintain the performance required under the resulting Contract. By “methods” the City means compensation programs, shift schedules, personnel policies, asset acquisition, supervisory structure, deployment plans, and other business matters that comprise the Proposer’s strategies and activities unless otherwise specifically addressed in this RFP.

B. CITY’S RESPONSIBILITIES

In this performance-based approach it is the City’s responsibility to:

- In accordance with this RFP select and enter into a Contract with the winning Proposer;
- Provide contract administration and management services for the Contract resulting from this RFP;
- Monitor the EMS system’s performance and compliance with these performance-based specifications;
- Commit to the continued collaboration to provide high-quality First Response service on life-threatening incidents;
- Provide Medical Direction for the City’s system;
- Develop and modify the City of San Diego’s EMS system protocols and procedures;
- Secure or provide, in the event of Proposer’s default, an EMS delivery system that best serves the interests of its taxpayers and the general public as consumers of EMS services within the EOA.
- Provide funding for specific services requested and required by the City.

C. EXCLUSIVE OPERATING AREA (EOA)

Proposers must submit a proposal for the provision of 911 emergency ambulance services for all of the area defined as the City of San Diego EOA as specified in this RFP.

Pursuant to Division 2.5 of the California Health and Safety Code, the County of San Diego designated an EOA encompassing the City of San Diego. Proposals are being sought for 911 services within the EOA that includes all of the City of San Diego and the San Diego Lindbergh Field Airport. A map of the EOA area is in Appendix A located at the City's Purchasing & Contracting website at: <ftp://pascal.sannet.gov/> - 9560-09-V – Appendix A

Emergency 911 medical transportation call volume for a two (2) year period by day-of-week and time-of-day is provided in an electronic format in Appendix B located at the City's Purchasing & Contracting website at: <ftp://pascal.sannet.gov/> - 9560-09-V – Appendix B.

A table with 911 volume from 1998 through 2007 is provided as Appendix C located at the City's Purchasing & Contracting website at: <ftp://pascal.sannet.gov/> - 9560-09-V – Appendix C.

The City has four (4) Emergency Response Zones (ERZ) within which the Proposer must provide services and achieve specified Response Times. Response Time performance is addressed further below in this Section II. There has been significant growth in the City over the past 10 years, a review of the current population density and distribution of calls within ERZs 1 through 4 may be conducted and result in material changes. Proposer shall commit to serving all zones with the understanding that they will be given proper notice of zone changes. The four (4) ERZs remain the same as the current ERZs as reflected in the EOA Map (Appendix A).

Proposer shall respond to all emergency medical requests and provide ambulance transport in the City of San Diego with the exception of the community area of Del Mar Heights which is part of the County Service Area 17's EOA. Primary requirements are noted below. However, there are limitations and flexibilities as described herein.

1. Destinations

Proposer shall be required to transport patients from all areas of the EOA, in accordance with the destination protocols promulgated by the County of San Diego EMS Agency and directions of the base hospital.

2. Prohibition Against Influencing Destination Decisions

Proposer personnel are prohibited from attempting to influence a patient's destination selection other than as outlined in the destination policy.

3. Provision to Redirect High Frequency Ambulance Users

Proposer shall determine whether or not specific individuals have required frequent transports by the EMS service, and shall report the names of such individuals to the City EMS Medical Director. Where the Medical Director deems it appropriate, the Proposer shall work with the Medical Director to develop procedures, alternative support resources, and interventions to provide access to care alternatives for these patients.

4. Services Description.

Proposer shall furnish all emergency ambulance service for the entire population of the EOA. All Proposer emergency ambulance services shall be provided at the EMT-Paramedic level except for the limited exceptions of BLS level transport for non-emergency Priority 4 level events.

Winning Proposer shall be the sole ambulance organization authorized by the City to provide emergency services in the EOA. All requests for EMS originating in the defined EOA are processed through the 9-1-1 facilities and will be referred to the winning Proposer.

5. Response Time Performance, Reliability & Measurement Methods.

Response Times are a combination of dispatch, operations, and field operations. Because the Contract resulting from this RFP is performance-based, the City will not limit Proposer's flexibility in the methods of providing ambulance service. This is based upon Proposer's commitment to conform to the Response Time compliance standards (shown in Figure 1 below in item 5.b(v)) . Therefore, an error on Proposer's part in one phase of its operation (e.g. dispatch, system deployment plan, ambulance maintenance, etc.) shall not be the basis for an exception to Proposer's performance in another phase of its operation (e.g. clinical performance or Response Time performance). Appropriate Response Time performance is the result of a coordinated effort of Proposer's total operation and therefore, is solely Proposer's responsibility. Response Time shall be measured in minutes and integer seconds, and shall be "time stamped" by the Fire Communications Center at the moment when enough information is received from the caller to identify the location and nature of the event or forty-five (45) seconds after the time the call is received in the Fire Communications Center, whichever is earlier.

a. Description of Call Classification.

These specifications outline four (4) priorities with which Proposer must comply by meeting specified Response Times. The call classification as emergency or non-emergency, Priority 1 through 4, is accomplished by presumptive prioritization by the Fire Communications Center in accordance with the current Emergency Medical dispatching protocols as approved by City EMS Medical Director.

b. Response Time Performance Requirements.

For Response Time monitoring, reporting and compliance purposes, within the four (4) ERZs, Proposer's Response Time on requests for emergency medical service originating from within the EOA shall meet the following performance standards:

(i) Potentially Life Threatening Emergency Response (Priority 1).

Proposer shall place an emergency ambulance on the scene of each life-threatening emergency assignment as presumptively designated by the City's Medical Communications Center originating within each of the four zones of the EOA, within 12 minutes and zero (0) seconds on not less than ninety percent (90%) of all life-threatening emergency response requests as measured within any consecutive 30-day period.

For every presumptively-defined life-threatening emergency call exceeding the Response Time Standard defined herein, Proposer shall document in writing the cause of the extended Response Time and Proposer's efforts to eliminate recurrence.

(ii) Non-Life Threatening Emergency Response (Priority 2).

Proposer shall place an emergency ambulance on the scene of at least ninety percent (90%) of all non-life threatening Priority 2 emergency ambulance requests within all four (4) zones within 12 minutes and zero (0) seconds on not less than ninety percent (90%) of all non-life threatening emergency response requests as measured within any consecutive 30-day period.

For every presumptively-defined non-life threatening emergency call exceeding the Response Time standard defined herein, Proposer shall document in writing the cause of the extended Response Time and Proposer's efforts to eliminate recurrence.

(iii) Urgent Requests (Priority 3).

Proposer shall place an emergency ambulance on the scene of at least ninety percent (90%) of all Priority 3 ambulance requests received from Fire Communications Center within 15 minutes and zero (0) seconds in all four (4) zones on not less than ninety percent (90%) of all urgent response requests as measured within any consecutive 30-day period.

For every presumptively-defined Priority 3 request call exceeding the Response Time Standard defined herein, Proposer shall document in writing the cause of the extended Response Time and Proposer's efforts to eliminate recurrence.

(iv) **Unscheduled Non-Emergency Requests (Priority 4).**

Proposer shall place a BLS or other ambulance, as appropriate, on the scene of at least ninety percent (90%) of all Priority 4 ambulance requests received from Fire Communications Center within 30 minutes and zero (0) seconds in all four (4) zones on not less than ninety percent (90%) of all unscheduled non-emergency requests as measured within any consecutive 30-day period.

For every presumptively-defined Priority 4 request exceeding the Response Time standard defined herein, Proposer shall document in writing the cause of the extended Response Time and Proposer’s efforts to eliminate recurrence.

(v) **Summary of Response Time Requirements**

Figure 1 summarizes the Response Time compliance requirements for ambulances in the specified density sub-zones for each priority.

Figure 1: Response Time Compliance Requirements - All Emergency Response Zones

Priority Level	Compliance	Response Time
Priority 1	90 %	12 min 0 sec
Priority 2	90%	12 min 0 sec
Priority 3	90%	15 min 0 sec
Priority 4	90%	30 min 0 sec

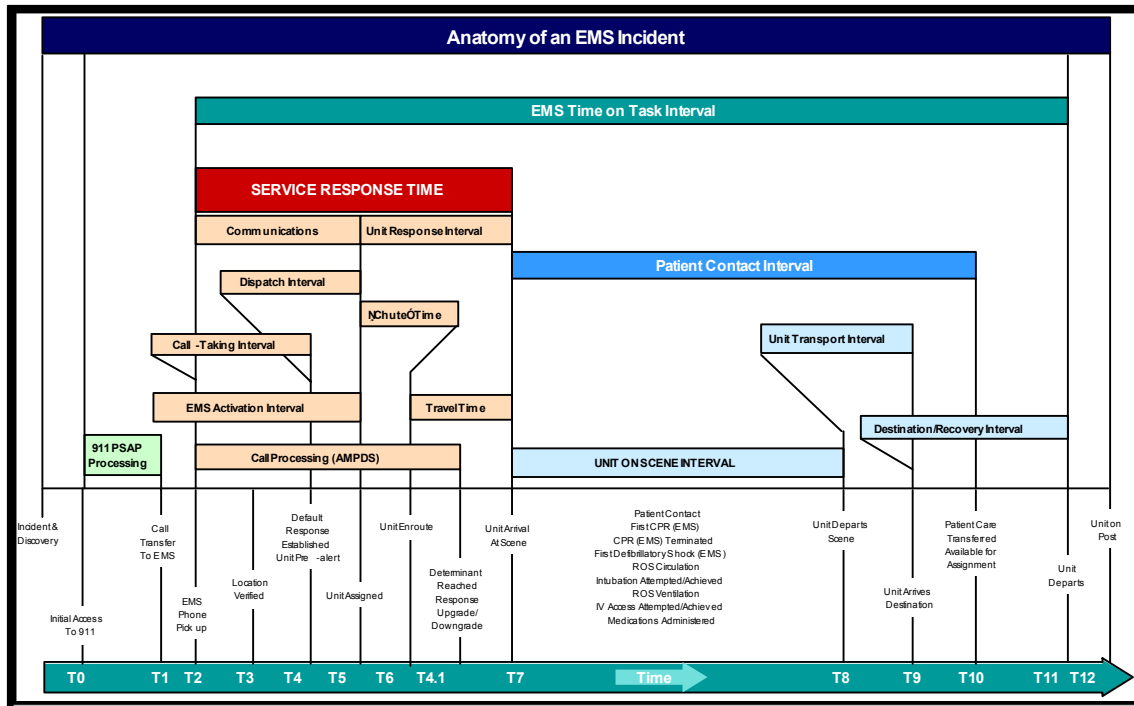
c. **Equity in Response Times throughout the EOA.**

The City recognizes that equity in Response Times is largely based upon call and population densities within the EOA. In developing high Response Time Standards, the City has established four (4) emergency response zones to monitor Response Time compliance. The Proposer’s performance will be reported monthly for each zone and Citywide.

d. **Response Time Measurement Methodology.**

The following graph summarizes the time intervals of an EMS incident. The Proposer’s Response Time interval requirements will be defined by the terminology represented in the following graph (Figure 2).

Figure 2: Graphic Illustration of the Anatomy of an EMS Incident



Proposer's Response Times shall be calculated on a monthly basis to determine compliance with the fractal standard set forth in above. However, compliance must be met within any consecutive 30-day period.

The Response Time measurement methodology employed can significantly influence operational requirements for the EMS system. The following are applicable:

Time Intervals

For the purposes of the Contract resulting from this RFP, Response Times shall be measured and calculated from the moment when enough information is received from the caller to identify the location and nature of the event or 45 seconds after the time the call is received in the Fire Communications Center, whichever is earlier, and concludes upon arrival at the incident location by the first arriving transport capable ambulance with the appropriate level of service capability (ALS or BLS) or until the call is cancelled by a public safety agency (“T4 to T7” as described in item 3.a(i) below in this section).

For all emergency requests for service, the "time call received" shall be the moment the Communications Officer at a Fire Communications Center has received (either by telephone or computer data link) both sufficient location information to know a response is required and sufficient information to determine the presumptive run priority designation, or forty-five (45) seconds after the call is received by the Fire Communications Center, whichever is earlier.

Arrival at incident location means the moment an ambulance crew notifies the Fire Communications Center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient (T-7). In situations where the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents, non-secured scenes, or rural locations), arrival at scene shall be the time the ambulance arrives at the designated staging location or nearest public road access point to the patient's location. The Medical Director may require Proposer to log the time of "Patient Contact" for medical research purposes. However, during the initial term of the Contract resulting from this RFP, arrival time for patient contact intervals shall not be considered part of the Response Time.

In instances when ambulances fail to report "at scene," the time of the next communication with that Ambulance shall be used as the "at scene" time (e.g. time at patient). However, Proposer may be able to document the actual arrival time through another means (e.g. First Responder, AVL (Automated Vehicle Locator), communications tapes/logs, etc.) so long as an auditable report of any edits is produced.

e. Calculating Upgrades, Downgrades, Turn-arounds and Canceled Responses.

From time to time special circumstances may cause changes in call priority classification. Response Time calculations for determination of compliance with Contract standards and penalties for non-compliance will be as follows:

(i) Upgrades.

If an assignment is upgraded, prior to the arrival on scene of the emergency ambulance, (e.g. from Priority 2 to Priority 1), Proposer's compliance and penalties will be calculated based on the shorter of:

- (a) Time elapsed from call received to time of upgrade plus the higher priority Response Time Standard, or
- (b) The lower priority Response Time Standard.

(ii) Downgrades.

If a call is downgraded, prior to arrival on scene of the emergency ambulance, (e.g. from Priority 1 to Priority 2), Proposer's compliance and penalties will be determined as follows:

- (a) If the time of the downgrade occurs after the emergency ambulance has exceeded the higher priority Response Time Standard, the more stringent higher priority standard will apply.
- (b) If the time of the downgrade occurs before the emergency ambulance has exceeded the higher priority Response Time Standard, the less stringent lower priority will apply. In all such cases documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified in the sole discretion of the City, the longer standard will apply.
- (c) Reassignment En Route.

If an ambulance is reassigned en route or turned around prior to arrival on the scene, (e.g. to respond to a higher priority request), compliance and penalties will be calculated based on the Response Time Standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an emergency ambulance on the scene from which the ambulance was diverted.

(iii) Canceled Calls.

If an assignment is canceled prior to arrival on the scene by the emergency ambulance, Proposer's compliance and penalties will be calculated based on the elapsed time from call receipt to the time the call was canceled.

f. Response Times Outside EOA Are Excluded.

Proposer shall not be held accountable for emergency Response Time compliance for any assignment originating outside the EOA. Responses to requests for service outside the EOA will not be counted in the total number of calls used to determine compliance.

g. Each Incident a Separate Response.

Each incident will be counted as a single response regardless of the number of units that are utilized. The Response Time of the first arriving transporting emergency ambulance will be used to compute the Response Time for that incident.

h. Response Time Exceptions and Exception Requests.

Proposer shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond Proposer's reasonable control effect the achievement of specified Response Times Standards. In the monthly calculation of Proposer's performance to determine compliance with the Response Time standards, every request from the Fire Communications Center originating from within Proposer's assigned EOA shall be included except as follows:

(i) Good Cause.

The Contract Administrator may allow exceptions to the Response Time requirements for good cause as determined at his/her sole discretion. At a minimum, the asserted ground(s) for exception must have been a substantial factor in producing a particular excess Response Time and Proposer must have demonstrated a good faith effort to respond to the call(s). Good cause for an exception may include, but is not limited to, unusual system overload, incorrect or inaccurate information provided to the Fire Communications Center, disrupted voice or data radio transmission (not due to Proposer equipment/infrastructure); material change in a dispatched location; Computer Aided Dispatch (CAD) failure; unavoidable telephone communications failure; inability to locate address due to non-existent address; inability to locate patient due to patient departing the scene; delays caused by traffic secondary to the incident; unavoidable delays caused by extreme inclement weather, e.g., fog; authorized mutual aid situations; and off-road locations.

(ii) Exception Request Procedure.

It is the Proposer's responsibility to apply to the City for an exception to a required Response Time.

If Proposer feels that any response or group of responses should be excluded from the calculation of Response Time Standards due to unusual factors beyond Proposer's ability to reasonably control, the Proposer may provide detailed documentation for each actual response in question to the City and request that the City exclude these runs from calculations and late penalties. Any such request must be in writing and received by the City within ten (10) business days of the end of each month with the Proposer's monthly performance reports. Exceptions may only be granted if the City expressly so states in writing. The City's failure to explicitly grant exceptions shall operate as a denial.

Equipment failure, traffic congestion not caused by the incident, ambulance failure, Proposer dispatcher error, or other causes deemed to be within the Proposer's control or awareness shall not be grounds to grant an exception to compliance with the Response Time Standard.

3. Response Time Performance Reporting Procedures and Penalty Provisions.

a. Response Time Performance Reporting Requirements.

(i) Documentation of Incident Time Intervals.

The City's Medical Communications Center shall document all times necessary to determine total ambulance Response Time, including but not limited to: time call received by the dispatch center (T2), time location verified (T3), time ambulance crew assigned (T5), time en route to scene (T5-T7), arrival at scene time (T7), total on-scene time (T7-T8); time en route to hospital (T8), total time to transport to hospital (T8-T9); and arrival at hospital time (T9). All times shall be recorded on the City Patient Care Report Form (PCR) and in the City approved medical dispatch center computer aided dispatch system.

(ii) Response Time Performance Report.

Within fifteen (15) business days following the end of each month, City's Medical Communications Center shall document and report to the City EMS Program Manager, in a manner required by the City, information as specified above.

- (a) Proposer shall use Response Time data in an ongoing manner to evaluate Proposer's performance and compliance with Response Time standards in an effort to continually improve its Response Time performance levels.
- (b) Proposer shall identify the causes of failures of performance, and shall document efforts to eliminate these problems on an ongoing basis.

4. Deployment Planning.

The City understands that Proposer will be developing enhanced coverage and deployment plans during its term of operations. With the exception of the two-City-required units to be based in Tierrasanta and Paradise Hills, coverage plan modifications, throughout the term of the Contract resulting from this RFP, including any changes in post locations, priorities or hour-of-day coverage levels, may be made at Proposer's discretion subject to the City's approval.

D. PENALTY PROVISIONS

Isolated instances of individual deviations of Response Times are considered instances of minor non-compliance with the Contract resulting from this RFP. However, deviations of Response Time compliance, which are severe or chronic, may constitute a breach of the Contract resulting from this RFP as defined by these specifications.

Penalties that are assessed for non-performance of any kind will be invoiced by the City to the Proposer and the Proposer will pay the City within 30 days of the invoice. The Contract Administrator or designee may consider alternative proposals for payment and may grant extensions to payment timeframes set forth herein.

1. Penalty for Failure to Provide Data to Determine Compliance.

Proposer may be assessed a \$500 penalty each and every time an emergency ambulance is dispatched and the ambulance crew fails to report and document on-scene time. The Proposer, in order to rectify the failure to report an on-scene time and to avoid the penalty may demonstrate to the satisfaction of the Contract Administrator an accurate on-scene time.

Where an on-scene time for a particular emergency call is not documented or demonstrated to be accurate, the Response Time for that call shall be deemed to have exceeded the required Response Time for purposes of determining Response Time compliance.

2. Penalty for Failure to Comply with Response Time Requirements.

Proposer may be assessed with a penalty each and every month that the Proposer fails to comply with the Response Time requirements for each Priority level (1, 2, 3 and 4) in each ERZ based on the percentage of compliance for each Priority and zone according to the following schedule:

a. Priority One Responses

Compliance %	Penalty
$\geq 89.5\% < 90\%$	\$20,000
$\geq 89\% < 89.5\%$	\$35,000
$< 89\%$	\$50,000

b. Priority Two Responses

Compliance %	Penalty
$\geq 89.5\% < 90\%$	\$20,000
$\geq 89\% < 89.5\%$	\$35,000
$< 89\%$	\$50,000

c. Priority Three Responses

Compliance %	Penalty
$\geq 89.5\% < 90\%$	\$10,000
$\geq 89\% < 89.5\%$	\$20,000
$< 89\%$	\$30,000

d. Priority Four Responses

Compliance %	Penalty
$\geq 89.5\% < 90\%$	\$5,000
$\geq 89\% < 89.5\%$	\$10,000
$< 89\%$	\$15,000

3. Penalties for Outlier Responses.

An outlier Response Time is defined as a Response Time that is greater than double the Response Time for the category. For example, for a Priority 1 call (with a Response Time Standard of 12:00 minutes), a single call with a Response Time of more than 24:00 minutes is deemed to be an outlier. Penalties for outlier Response Times will be based on the individual calls and the Priority level assigned to the call. The outlier penalties are defined in Figure 4.

Figure 4: Outlier Response Time Penalties

Priority Level	Outlier Response Times	Penalty per Outlier
Priority 1	> 24:00	\$5,000
Priority 2	> 24:00	\$5,000
Priority 3	> 30:00	\$2,500
Priority 4	> 60:00	\$1,000

4. Penalty Disputes.

Proposer may appeal to the City of San Diego EMS Program Manager in writing within (10) working days of receipt of notification, from the imposition of any penalty or regarding City's penalty calculations. Penalty disputes are to be reviewed and resolved by the Chief Operating Officer and/or his designee.

5. Additional Penalty Provisions.

The City may impose financial penalties for minor or major breaches of the Contract resulting from this RFP. These penalties regard the provision of reports and information to the City by specified due dates, leaving PCRs documenting patient care at receiving institutions, failure to respond to a request, and responding and transporting in a BLS unit when the call requires an ALS response and transport. The City may impose a fine of up to \$500 per incident for any minor breach of the Contract resulting from this RFP not specifically addressed in the following table. The following penalties are applicable in the City of San Diego EMS system:

Breach Event	Criteria	Penalty
Failure to provide timely operational reports.	Operational and Response Time reports are due on specific date after close of month.	\$50 per report per day received after specified due date.
Response and transport by a BLS unit when the Priority calls for the patient to be transported by an ALS unit.	All Priority 1, 2 and 3 calls shall be responded to by an ALS ambulance and the patient transported in the ALS unit.	\$500 for every incident in which a BLS ambulance responds and transports a patient requiring an ALS ambulance (e.g. Priorities 1, 2, and 3).
Failure to provide timely quality improvement data and reports.	Quality improvement and clinical data and reports are due on specific date after close of month.	\$50 per report or data submission per day received after specified due date.
Failure to provide timely unusual occurrence reports.	Unusual occurrence reports are due within a specific time from date of the occurrence.	\$200 per report per day received after the specified time frame from the date of the occurrence.
Failure to respond to an emergency request for a response from the City Public Safety Answering Point.	The Proposer shall respond to all reasonable requests for a response from the City Public Safety Answering Point.	The City can impose a fine of up to \$25,000 for each failure to respond by the Proposer to a reasonable request for a response from the City Public Safety Answering Point or the Fire Communications Center. Prior to imposition of this penalty, the City will conduct an investigation of the incident.

E. CAPITAL CONTRIBUTIONS: MANDATORY AND DESIRABLE

In order to achieve a high performance EMS system, it is the City’s intent that Proposer contribute sufficient capital outlay and resources to provide requested services with minimal subsidy from the City. Set forth below is a list of mandatory and desirable contributions. In addition, Proposers are encouraged to propose, and the City will consider, other capital contributions and other system enhancement and innovative methods of service delivery that are not addressed below, so long as Proposers adequately demonstrate that any such proposal meets or exceeds requirements set for in this RFP.

1. MANDATORY CONTRIBUTIONS. Proposers shall provide the following:
 - a. Medical malpractice, general liability and other business insurance, as specified in Section III.V.B.

- b. Medical Direction Services Contribution. The City's high performance EMS system requires extensive medical direction services. Proposer shall contribute to medical direction services as follows: Medical Director salary offset based on a fee of \$2.17 per transport that will be adjusted each year based on changes to the Consumer Price Index and the cost of an emergency response vehicle used by the Medical Director.
- c. Proposer shall propose how to distribute any excess revenue over and above operation costs on an annual basis. The proposed distribution plan shall include the use of some portion of the excess revenue for enhancement of the EMS system.
- d. Cost of .25 FTE of a City Auditor position relating to ALS transport oversight.
- e. Penalties for non-performance as specified in this Section II, as specified in Section II.D.
- f. The Proposer shall either dedicate a staff person or propose an alternative means of performing the following personnel functions:
 - (1) one (1) full-time Analyst (paramedic) to evaluate Patient Care Reports (PCRs) completed by paramedics and EMTs in the field documenting their assessment, findings, and treatment. This position shall report to the City's Quality Assurance Manager; and
 - (2) two (2) FTE Information Technology positions in support of the CAD.
- g. The National Academy of Emergency Dispatch, as a Center of Excellence due to the existing Dispatch QA process, accredits the Fire/Medical Communications Center. The successful Proposer is responsible for the training and EMD certification, CPR certification, and Re-accreditation costs of approximately \$10,000 per year.
- h. Equipment.

Proposer shall have sole responsibility for furnishing all equipment necessary to provide required service. All on-board equipment, medical supplies and personal communications equipment utilized by Proposer will meet or exceed the minimum requirements of the County of San Diego EMS Agency's Ambulance Equipment and Supply List. Direction to obtain a listing of the on-board equipment and medical equipment and supplies required is provided in Appendix D located at the City's Purchasing & Contracting website at: <ftp://pascal.sannet.gov/> - 9560-09-V – Appendix D .

Proposer agrees that equipment and supply requirements may be changed by the LEMSA or with the approval of the Contract Administrator due to changes in technology and/or clinical protocols/procedures.

Medical equipment, including cardiac monitors, must be consistent and compatible with the medical equipment carried on Fire-Rescue first responders. All medical equipment used by the successful Proposer must be approved by the Fire-Rescue Deputy Fire Chief of Emergency Medical Services.

The Proposer shall provide a 24/7 medical supply center that serves the first responder and transport system.

- i. Proposer shall pay 1/3 of the yearly cost to maintain the Computer Aided Dispatch (CAD) system, estimated to be \$85,500 in FY 2009.
 - j. The Proposer shall replace all Proposer's ambulances with cardiac monitor/defibrillators by June 30, 2010. The replacement cardiac monitor/defibrillators shall be new and under warranty ZOLL E-Series with 12-lead, voice recording, and required accessories or an equal make and model cardiac monitor/defibrillator subject to City approval. Ambulances and first responders shall carry the same make and model cardiac monitor/defibrillator.
2. DESIRABLE CONTRIBUTIONS. Proposers may propose to provide any or all of the following, as well as other capital contributions that are not addressed below:
- a. The Proposer may fund an EMS Education Manager employed by the City to manage the EMS education for the first responder and transport systems.
 - b. The Proposer may pay for online registration fees for all Fire-Rescue paramedics.
 - c. The Proposer may be responsible for the EMS course content development of the City's EMS system.
 - d. The Proposer may fund key communications positions employed by the City. This includes half of an (.5) Communications Manager, an (1) Information Systems Manager, an (1) Information System Analyst and a (1) Programming Analyst III.
 - e. The Proposer may fund two (2) ambulances dedicated to Tierrasanta and Paradise Hills.

- f. The Fire-Rescue Department employs ten (10) single-role paramedics and four (4) EMTs whose primary duty is to staff ambulances. Six (6) of the paramedics, two (2) per 24-hour day, are used to staff the Proposer's ambulances and are funded by medical transportation revenue. The remaining SDFD paramedics and EMTs will be used for either some of the staffing on the dedicated and City-funded ambulances or administrative functions.
- g. Six (6) fire fighter/paramedics (firefighters, engineers or captains) per 24-hour day rotate into six (6) paramedic ambulance positions (24-hour shifts). The Proposer may propose that medical transportation revenue is used to fund five (5) of these 24-hour per day paramedic positions. The sixth fire fighter/paramedic will rotate onto one of the dedicated City-funded ambulances and is funded by the City.
- h. The Proposer may fund a City-employed Risk Manager/Claims Administrator.
- i. Funding of City Positions from 911 Revenue

Proposers may also provide for a system that adequately funds, through 911 system revenue, positions within the San Diego Fire Rescue Department to be dedicated to service of the Contract. Appendix E provides a listing of current City positions and costs dedicated to the existing joint venture, SDMSE. In addition, the City bears certain non-personnel costs that are also funded through SDMSE 911 revenues. Proposer may fund through 911 revenue, all of the personnel and non-personnel functions listed in Appendix E which is located at the Purchasing & Contracting website: <ftp://pascal.sannet.gov/> - 9560-09-V – Appendix E – 911 Funded Positions.

- j. The Proposer may provide, maintain and fund two (2) full-time Clinical and Educational Services positions (Registered Nurses with pre-hospital experience).
- k. The Proposer may provide for eighty (80) compensated hours per month for designated field personnel to participate in clinical quality improvement activities.
- l. The Proposer may fund a City Electronic Documentation Coordinator.
- m. The Proposer may provide and maintain a fully stocked and ambulance dedicated to the City Special Tactics and Rescue Team (STAR).
- n. The Proposer may fund the Paramedic Specialty Pay for Rated Paramedic City.

- o. The Proposer may replace up to 98 cardiac monitor/defibrillators carried on first responder units by June 30, 2010. The replacement cardiac monitor/defibrillators shall be new and under warranty ZOLL E-Series with 12-lead, voice recording, and required accessories or an equal make and model cardiac monitor/defibrillator subject to City approval. Ambulances and first responders shall carry the same make and model cardiac monitor/defibrillator.

In return for providing certain desirable contributions, the City may consider providing the winning Proposer with the following:

- Space to park the ambulance fleet at no cost.
- Necessary office space at no cost (a minimum of three (3) staff members).
- The ability to purchase fuel at City depots.

F. CLINICAL EXCELLENCE

1. Overview

The City's goal is to provide a clinically sophisticated system that achieves contemporary benchmarks of clinical excellence and can continue to do so in a sustainable fashion. These system specifications are drawn from many reference sources but are generally consistent with the direction provided in the National Highway Traffic Safety document, The EMS Agenda for the Future, and are consistent with core recommendation of the more recent Institute for Medicine report on EMS: Emergency Medical Services: At the Crossroads.¹ The June 2008 article in *Prehospital Emergency Care*, "Evidence-Based Performance Measures for Emergency Medical Services Systems: A Model for Expanded EMS Benchmarking" was also instrumental in expanding the clinical outcome measurements included in this RFP.²

Clinical outcomes in EMS systems are difficult to define and measure. The clinical goals of progressive EMS systems are guided by the broad outcome measures established by the US Public Health Service. These include: discomfort is minimized; disability is reduced; death is minimized; destitution eliminated; disfigurement is reduced; and, disease is identified and reduced. In addition, there is a focus on meeting the six aims of the Institute of Medicine report on healthcare quality, *Crossing the Quality Chasm: A new Health System*

¹. National Highway Traffic Safety Administration. (1996). *Emergency Medical Services Agenda for the Future*. Washington, DC: United States Department of Transportation.
Institute of Medicine. (2006). *Emergency medical services: At the crossroads*. Washington, DC: National Academies of Science.

² Prehospital Emergency Care. (2008). *Evidence-Based Performance Measures for Emergency Medical Services Systems: A Model for Expanded EMS Benchmarking*. Myers, et.al.

for the 21st Century, which stress that systems should be: safe, effective, patient-centered, timely, efficient, and equitable.³

The current level of the scientific research and the numbers of variables impacting patient outcomes beyond the EMS system's control limit the applicability of outcome measurement. In addition, accessing reliable outcome data is frequently difficult. EMS systems typically use process measures and process improvement as a point of reference in moving toward enhanced clinical outcomes. It is anticipated that these measures will be utilized and further developed throughout the term of the Contract resulting from this RFP.

2. Medical Oversight

The City will furnish medical control services by obtaining the services of an EMS Medical Director (Proposer pays an offset of the Medical Director salary based on per transport fee) for all system participants' functions in the EMS System (e.g. medical communications, first responder agency, transport entity).

Proposer shall comply with the following Medical Protocol requirements.

- a. Proposer shall comply with Medical Protocols and other requirements of the System Standard of Care as established by the EMS Medical Director in consultation with the Physician Oversight Board as established by the County of San Diego LEMSA.
- b. Proposer shall statistically document compliance with system medical protocols. This documentation shall describe their performance as a whole, its component parts (e.g. communications, first responders and transport), and individual system participants (personnel).
- c. City Medical Protocols shall be reviewed and updated by the EMS Medical Director on an annual basis with input from system participants. The review process is to be defined in writing by the EMS Medical Director and at a minimum shall address the effectiveness of the protocol and document the system's compliance with the protocol.

Current Medical Protocols are available at the County of San Diego EMS Agency and at www.sdcounty.gov.ca/hhsa.

Proposer personnel functioning under these specifications shall use best efforts to effectively interact directly with the system's medical leadership on all issues related to patient care.

³ Institute of Medicine. (2001). *Crossing the Quality Chasm: A new Health System for the 21st Century*. Washington, DC: National Academies of Science.

3. Medical Review/Audits

The goal of the medical audit process is to inspect and assure compliance of the care delivered with the system's established clinical care guidelines. Evaluation of a statistically significant random sampling of patient contacts provides a snapshot of the clinical care provision and enables the EMS Medical Director to identify the need for a more targeted or detailed audit. The process also assists to validate the effectiveness of ongoing process measures to monitor and improve the performance of care. If the audit process is to be effective, it must be just one component of a quality management program that places the majority of attention and activity on measuring system process performance and routinely engaging in improvement efforts that result in reduction of common causes of process variation and/or improvement in process performance over time. It is Proposer's responsibility to comply with the EMS Medical Director audit/review process and initiate process measurement and improvement activities based on the results of the audit/review.

The EMS Medical Director may require that any Proposer employee attend a medical audit when necessary. Employees, at their option and expense, may attend any audit involving any incident in which they were involved that is being formally reviewed but must maintain the confidentiality of the medical audit process. Attendance of every certificate holder involved in a case being reviewed is not required, unless mandated by the EMS Medical Director.

4. Limitation on Continuous Work

Contemplated changes to the City of San Diego EMS system, described below, are designed to improve care to patients. A significant change included in this RFP is the limitation of Continuous Work time for EMTs and paramedics as outlined below.

To mitigate fatigue and safety concerns, Proposer shall ensure that field supervisor(s) and paramedics and EMTs working on an ambulance do not routinely work scheduled shifts for greater than forty-eight (48) hours within a sixty (60)-hour period. City-declared emergencies are an exception. Proposers shall describe its mechanism to assure compliance with these requirements.

Proposer is responsible for employment matters with its employees, including managing personnel and resources fairly and effectively in a manner that ensures compliance with this Contract.

5. Proposer shall describe its experience with trials related to clinical innovation (e.g. new medications, equipment and clinical protocols).

Participation in, or publishing the results of, peer-reviewed research is another strong process measure of a system's ongoing commitment to clinical sophistication. To that end, Proposer shall use best efforts over the term of the Contract resulting from this RFP to participate in out-of-hospital research.

For illustration, such projects might include but are not limited to research involving:

- Impacts of Public Access Defibrillation (PAD),
- Reduction of “at scene” time,
- Reduction of “at patient” status to first shock or ALS intervention,
- Communications system research projects or
- Other research projects as approved by the Medical Director.

6. Ambulance Staffing Requirements.

All ambulances rendering EMS to Priority 1, 2 and 3 calls under the Contract resulting from this RFP shall be staffed and equipped to render paramedic level care and transport. The paramedic shall be the ultimate responsible caregiver for all patients.

Proposer shall staff a minimum of one (1) EMT-Paramedic and one (1) EMT-Basic for all emergency transport units responding to Priority 1, 2, and 3 requests from the City Medical Dispatch Center.

Proposer may dispatch BLS units staffed with two (2) EMT-Bs to requests for multi-unit response and any calls which the City Medical Dispatch Center determines BLS response is appropriate according to protocols and procedures approved by the EMS Medical Director (Priority 4 Calls).

At Proposer’s sole option, the requirement for EMT staffing levels on any or all units may be enhanced to higher levels of training without additional obligation of the City.

7. Field Supervision

The City and County require that Proposer provide diligent supervision of its personnel and the delegation of authority to address day-to-day operational needs and that personnel and operational supervisory responsibilities do not displace the Proposer’s provision of direct clinical supervision of the Proposer’s caregivers. Proposer shall provide 24-hour a day on-duty supervisory coverage within the City. An on-duty employee or officer must be authorized and capable to act on behalf of the Proposer in all operational matters. Proposer shall specifically describe how its Supervisors or Clinical Supervisors are able to monitor, evaluate, and improve the clinical care provided by the Proposer’s personnel and how it ensures that on-duty employees are operating in a professional and competent manner.

8. Clinical and Operational Benchmarking Required

Benchmarking of KPIs included KPIs focused on clinical care is required. KPIs will evolve with the development of the local EMS system as approved from time to time by the EMS Medical Director and Contract Administrator. Proposer shall commit to supporting the City's continuous quality improvement process and work with the City to benchmark KPIs.

9. Standards for Patient Care Reports

Proposer shall include in their responses a description of measures they will take to ensure that Patient Care Reports (PCRs) are delivered to the receiving hospitals at time of patient delivery.

10. Clinical Quality Improvement & Continuing Education Required

The City requires Proposer to actively participate in a comprehensive quality management program that incorporates compliance assurance, process measurement and control, and process improvement that is integrated with the entire EMS system, including base hospitals, medical communication center operations, first responders, the medical transportation provider, County EMS, and the City. The clinical indicators measured by all system participants have been developed through collaborative efforts of the EMS system providers and the City and is based on current EMS research and call demand. The City ultimately approved and implemented the quality monitoring and improvement activities used by all providers in the EOA.

11. Equipment Standards

All personal protection equipment (PPE) and patient care equipment utilized and provided under this contract shall meet or exceed California EMSA standards. California EMSA guidelines can be found at www.emsa.ca.gov/pubs .

G. CONTINUING EDUCATION PROGRAM AND TRAINING

1. Proposer shall provide in-house or sub-contracted in-service training programs designed to meet California state certification requirements at no cost to employees and paramedics of the Fire-Rescue Department. In addition, Proposer is strongly encouraged to target educational content to address local system needs. All in-service EMS training and continuing education programs must comply with California state regulations, local policies and also must be approved by the EMS Medical Director.

2. Company Orientation and Ongoing Preparedness Training.

Proposer shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum, provider agency policies and procedures; EMS system overview; EMS policies and procedures; radio communications with and between the provider agency, base hospital, receiving hospitals, and Fire Communications Center; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the City and in surrounding areas; and ambulance and equipment utilization and maintenance. In addition, all frontline personnel must receive continual orientation to customer service expectations, performance improvement, and the billing and reimbursement process and compliance with various standards and regulations, such as the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

3. Training for Multi-Casualty Response.

Proposer shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under the City and County Multi-casualty Incident Plan (MCIP) which is on file at the City Fire-Rescue Department, and prepare them to function as the medical portion of the Incident Command System.

4. Driver Training.

Proposer shall maintain an ongoing driver training program for ambulance personnel. The program, the number of instruction hours, and the system for integration into the Proposer's operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) will be reviewed and is subject to approval by City initially and on an annual basis thereafter. Map reading shall be an integral part of driver training. Training and skill proficiency is required at initial employment with periodical training refresher and skill confirmation.

5. Infection Control Training.

Proposer shall create a culture focused on infection prevention that focuses training on aggressive hygiene practices and proactive personal protective equipment donning (e.g. eye protection, gloves, etc). The Proposer shall develop and strictly enforce policies for infection control, cross contamination, and soiled materials disposal to decrease the chance of communicable disease exposure.

6. Critical Incident Stress Management.

Proposer shall establish a repetitive stress and critical incident stress action plan. Included shall be an ongoing stress reduction program for its employees and access to trained and experienced professional counselors. Plans for these programs shall be submitted to the Contract Administrator for approval.

H. DATA AND REPORTING REQUIREMENTS

The long-term success of any EMS system is predicated upon its ability to both measure and manage its affairs. Therefore, the City will require Proposer to provide detailed operations, clinical and administrative data in a manner that facilitates its retrospective analysis.

1. Dispatch Computer.

The City dispatch computer utilized by Proposer shall include security features preventing unauthorized access or retrospective adjustment and provide full audit trail documentation.

2. Essential Patient Care Record (PCR) and Assignment Data.

Proposer shall use an electronic PCR, for patient documentation on all EMS system responses including patient contacts, cancelled calls, and non-transports. The PCR shall be accurately completed to include all information required by Title 22, section 100170 of the California Code of Regulations, and information shall be distributed according to established City policies and procedures.

Within twenty-four (24) hours, Proposer shall provide records in computer readable format and suitable for statistical analysis for all Priority 1, 2, 3, and 4 ambulance responses. Records shall contain all information documented on the PCR for all EMS system responses including patient contacts, cancelled calls, non-transports.

Proposer shall identify files or PCRs for trauma transports (patients meeting trauma triage criteria). Proposer shall be required to provide other data points which may be reasonably requested, including any needed modifications to support EMS system data collection.

Proposer shall be responsible for either its own or a shared PCR system, which allows for electronic sharing of PCR input between first responders and transport. Proposer shall provide necessary software and hardware for a shared system. Proposer's own PCR system or a shared system must comport with all applicable legal record-keeping requirements.

The successful Proposer shall be responsible for the data transfer and storage of the PCR including the first responder portion.

3. Records.

Proposer shall complete, maintain and provide to the City upon request adequate records and documentation to demonstrate Proposer's performance compliance and to aid the City in improving, modifying, and monitoring the EMS system.

4. Monthly Reports Required.

Proposer shall provide, within ten (10) days after the first of each calendar month, reports dealing with Proposer's performance during the preceding month as it relates to the clinical, operational and financial performance stipulated herein. Proposer shall document and report to Contract Administrator in writing in a form required by the Contract Administrator. Response Time compliance and customer complaints/resolutions shall be reported monthly.

Reports shall include, at a minimum:

a. Clinical.

- Continuing education compliance reports;
- Summary of clinical/service inquiries and resolutions;
- Summary of interrupted calls due to vehicle/equipment failures; and
- A list of trauma transports, by hospital, including all times necessary to calculate each and every Response Time, on-scene time, and transport to hospital time.

b. Operational.

- Calls and transports, by Priority and ERZ;
- A list of each and every call, sorted by ERZ, where there was a failure to properly record all times necessary to determine the Response Time and for patients meeting trauma criteria, on-scene time and/or transport to hospital time; and
- A list of mutual aid responses to and from system.

c. Response Time Compliance.

- A list of each and every emergency call dispatched for which Proposer did not meet the Response Time Standard;
- Canceled transports;
- Exception reports and resolution; and
- Penalties and exemptions.

d. Response Time Statistical Data.

Within ten (10) working days following the last day of each month, Proposer shall provide ambulance Response Time records to the City in computer readable format approved by the Contract Administrator and suitable for statistical analysis for all ambulance responses originating from requests to the City's PSAP centers. Said records shall include the following data elements:

- (1) unit identifier
- (2) location of call – street address
- (3) location of call – longitude/latitude
- (4) location of call – ERZ
- (5) nature of call (EMD Code)

- (6) code to scene
- (7) time call received
- (8) time call dispatched
- (9) time unit en route
- (10) time unit on-scene
- (11) time unit en route to hospital
- (12) time unit at hospital
- (13) time unit clear and available for next call
- (14) outcome (dry run, transport)
- (15) receiving hospital
- (16) code to hospital
- (17) major trauma
- (18) number of patients transported

e. Personnel Reports.

Proposer shall provide City with a list of paramedics currently employed by Proposer and shall update that list whenever there is a change.

The personnel list shall include, at a minimum, the name, address, telephone number, California paramedic license and expiration date, ACLS expiration date, and California Driver's License number of each person on the list.

f. Community/Governmental Affairs Report.

- Number of conducted community education events,
- PR activities, first responder recognition,
- Government relations contact report.

g. Other Reports.

Proposer shall provide City with such other reports and records as may be reasonably required by the Contract Administrator.

I. COMMUNITY SERVICE EDUCATION

Proposer shall describe their commitment to improving the health status of our community through prevention, chronic disease management, or public education activities.

Improvements are often the result of focused improvement projects. Proposer shall describe their approach to commissioning, managing, and tracking improvement projects. Proposers are required to provide a report that updates progress on projects to the City Medical Director and/or the Physician Oversight Board as established by the County of San Diego LEMSA each quarter.

J. CUSTOMER SERVICE AND COMPLAINTS

Proposer shall establish and publish a Customer Access Hotline giving internal and external customers and system participants the ability to contact a designated liaison of the Proposer's leadership team to discuss commendations or suggestions for service improvements. The number may either be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The hotline number will be published. Proposer shall state where the number will be published to ensure internal/external customers are aware of the number. A management designee must return the call to the customer within 30 minutes, 90% of the time. Incidents that require feedback are to be attended to by the end of the next business day.

Clinical error or compliance processes are deemed confidential, including proceedings, findings, and documents and are protected from disclosure. All system participants will be required to enter into privacy agreements as required by law that compel individuals involved to adhere to the confidentiality requirements of the process. Clinical care error documents will not be released except as required by law.

Proposer shall describe its mechanism for managing complaints. Description shall include methods for receiving, investigating, resolving, and tracking complaints. In addition, the description shall include the method for analyzing complaint patterns along with examples of improvement activities that have resulted from this analysis.

Handling Service Inquiries and Complaints.

Proposer shall log all inquiries and service complaints. Proposer shall provide prompt response and follow-up to such inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

Proposer shall on a monthly basis submit the City a list of all complaints received and their appropriate disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall also be referred to the Medical Director within twenty-four (24) hours.

K. HUMAN RESOURCES

1. Certification Requirements.

All Proposer's ambulance personnel responding to emergency medical requests shall be currently and appropriately licensed and/or credentialed to practice in County of San Diego. Proposer shall retain on file at all times copies of the current and valid licenses and/or certifications of all emergency medical personnel performing services under the Contract resulting from this RFP. The County certification/licensure requirements may be downloaded from the County EMS website. Proposers may offer additional personnel qualifications and training beyond the County requirements.

Required certifications and training include:

a. Emergency Medical Dispatcher (EMD) Certification.

All communications personnel answering emergency and/or non-emergency phone access lines and dispatching emergency medical service requests shall be currently certified in a nationally recognized and California state and locally approved protocol-based dispatch certification program. The Medical Dispatch Center is currently staffed by City and SDMSE employees. Proposer shall retain on file at all times, copies of the current training documentation and valid certifications of all personnel performing services under the Contract resulting from this RFP.

b. Advanced Cardiac Life Support (ACLS) Certification.

2. All paramedics responding to potentially life threatening emergency medical requests shall be currently certified in ACLS by the American Heart Association or the Proposer shall document that each paramedic has satisfactorily completed comparable training adequate to ensure competency in the skills included in the ACLS curriculum and approved by the City EMS Medical Director. Proposer shall retain on file at all times, copies of the current training documentation and valid certifications of all personnel performing services under the Contract resulting from this RFP.
3. Proposer shall describe its mechanism for encouraging, gathering, providing feedback on, and acting on employee improvement suggestions.
4. Workforce Engagement

The City of San Diego requires experienced, highly skilled, well rested, and satisfied workforce as essential components to providing high quality EMS services. To maintain the high quality of care provided in the EMS system, Proposer shall describe its workforce engagement practices by providing a response to the following:

- a. Proposer shall describe its process for assessing the engagement and satisfaction level of employees. Description shall include a description of an ongoing process that produces qualitative and quantitative KPIs for employee satisfaction.
- b. Proposer shall describe its two-way communications process between front line employees and the leadership team.
- c. Proposer shall describe its mechanism for involving front line employees in quality and performance improvement projects.

- d. Proposer shall describe the methods used to communicate openly with the workforce and the methods used to assess the effectiveness of this communication. Description shall include how Proposer communicates performance data to the members of the workforce whose performance is being monitored.

5. Workforce Diversity

- a. Proposer shall describe its practices to ensure diversity in the workforce. The description shall address the organization's level of diversity alignment with the communities that it serves.
- b. Proposer shall describe its practices and policies designed to promote workforce harmony and prevent discrimination based on age, national origin, gender, race, sexual orientation, religion, and physical ability.
- c. It is highly desirable that Proposer's make a commitment to the City's Equal Opportunity Contracting Program (EOCP). Commitment to the City's EOCP is generally demonstrated by Proposer's providing programs and hiring practices in employment and subcontracting opportunities in accordance with Attachment B.

6. Employee Assessment and Development

- a. Proposer shall describe the career ladder and professional development process for members of the workforce. Description shall include the succession plan for key positions.
- b. Proposer shall describe the methods to assess, maintain, and develop new skills for employees in the workforce.

7. Candidate / Credential Screening Practices

- a. Proposer shall describe the credentialing requirements for its employees, including but not limited to EMTs, paramedics, Ambulance System Status Controller, and mechanics.
- b. Impaired providers present a significant safety risk for patients, partners, and others in the community. Proposers shall describe their commitment to ensuring that providers are free from the influence of alcohol and intoxicating drugs.
- c. Proposer shall describe how its leadership team promotes legal and ethical behavior for themselves and the entire organization. The description shall include the Proposer's process for handling breaches of ethical behavior.

d. Character Competence and Professionalism of Personnel

The parties understand that ambulance services are often rendered in the context of stressful situations. The City requires professional and courteous conduct and appearance at all times from Proposer's ambulance personnel, medical communications personnel, middle managers and top executives. Proposer shall address and correct any occasional departure from this standard of conduct.

All persons employed by Proposer in the performance of its work shall be competent, shall hold appropriate licenses and permits in their respective professions, and shall undergo a criminal record check, the results of which shall be provided to the City.

It is the City's intent in requiring a criminal record check that Proposer shall conduct a thorough review of each prospective employee's background and shall not hire any individual with a history of any felony or misdemeanor convictions that could reasonably call into doubt the individual's fitness to perform EMS functions. These should include, but are not limited to debarment from the federal Medicare program, felony or misdemeanor convictions related to driving under the influence, drug related offenses, sex offenses, child abuse, and spousal abuse. Proposer must independently judge the employability and potential liability associated with employing any individual with a past history of such offenses; however, the City reserves the right to require that Proposer remove any employee from working on this Contract.

8. Proposer shall describe its method for providing system and individual performance feedback to employees.
9. Treatment of Incumbent Workforce

In order to preserve institutional knowledge and experience, reduce staff layoffs, and ensure a smooth transition, Proposers are encouraged to retain incumbent workforce to the greatest extent possible. Proposer must utilize reasonable compensation methods to attract and retain outstanding personnel.

L. LEADERSHIP

1. Proposer shall describe its leadership structure to include purpose, vision, mission, and values.
 - a. Proposer shall describe how its leadership promotes a culture focused on patient and employee safety.
 - b. Proposer shall describe how it handles situations that have or may have had an adverse impact on patients or the public.

2. Strategic Planning Process

- a. Proposer shall describe how the organization assesses its strategic challenges and opportunities. Description shall include how the organization creates strategic objectives and goals in response to the challenges and opportunities it faces.
- b. Proposers shall provide an example of the organization's ability to execute its strategic plan and accomplish objectives.
- c. Proposer shall describe the process for creating action plans from the strategic objectives. Please provide a sample of an action plan that is aligned with one of your strategic objectives.
- d. Proposer shall describe the mechanisms that it uses to incorporate the "voice of the customer" in the strategic planning and quality management processes.

3. Focus on Patients, Other Customers and Markets

- a. Other aspects of healthcare have documented inequalities in diagnosis and treatment based on age, ethnicity, and gender. Proposer shall describe its system for assuring and monitoring equitable EMS care.
- b. Proposer shall describe and provide detailed examples of the methods the organization uses to assess and monitor its effectiveness at meeting the needs and desires of patients and other customers. Proposer shall include examples of what Proposer has learned by using these monitoring methods and the action(s) taken to improve the service to patients and other customers.

4. Management Development

Key EMS managers shall participate in ongoing training and development programs offered at no cost to those personnel. While there is no specific requirement regarding the exact content of the development program, managers should receive training similar to the content provided in the American Ambulance Association's Ambulance Service Manager Certificate Program within twenty-four (24) months of executing the Contract resulting from this RFP.

Stability of the Proposer's leadership team directly correlates with the continuation of the performance of the EMS system. The Proposer shall describe how it will ensure continuity and reduce managerial turnover in the system.

5. Measurement, Analysis, and Knowledge Management

- a. Proposers shall list their key result areas (include a definition and measurable performance indicator) along with a description of how that area contributes to the accomplishment of the organization's purpose, vision, values, and strategic objectives.

- b. The winning Proposer shall work with the City leadership, the City Medical Director and the Physician Oversight Board as established by the County of San Diego LEMSA to define KPIs for key result areas. At minimum, Proposers shall describe KPIs that track:
- Customer satisfaction;
 - Complaint management;
 - Employee satisfaction;
 - Paramedic skill retention;
 - Use of mutual aid; and
 - Safety.

M. RISK MANAGEMENT / WORKPLACE SAFETY

The City believes that education and aggressive prevention of conditions in which accidents occur are the best mechanisms to avoid injuries to Proposer staff and patients.

Therefore, proposals shall include, for implementation within twelve (12) months of full execution of the Contract resulting from this RFP, an aggressive health, safety and loss mitigation program including, at a minimum:

- Pre-screening of potential employees (including random drug testing);
- Initial and ongoing driver training;
- Lifting technique training;
- Hazard reduction training;
- Review of current information related to medical device FDA reportable events, recall, equipment failure, accidents;
- Review of employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues; and
- Involvement of employees in planning and executing a safety program.

Planning for safety and risk mitigation processes shall include, at a minimum:

- Gathering data on ALL incidents involving accidents, injury, equipment failure, or employee misconduct that occur within Proposer workforce that could affect the safety of employees or patients;
- Analysis of data to find causative factors and determine preventive measures;
- Development of policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors;
- Gathering safety information as required by law;
- Implementation of training and corrective action on safety related incidents, as required by law;
- Initial and ongoing training on those practices and interventions;
- Provision of safe equipment and vehicles;
- Monitoring the results of employee compliance or non-compliance with the safety plan; and

- Refining the plan as new information becomes available.
1. Health Status Improvement and Community Education.

The City desires that Proposer take significant steps to improve prevention and system access through community education programs provided to the school system and community groups. Proposer shall plan such programs working collaboratively with other public safety and EMS related groups such as the American Heart Association, American Stroke Association, the American Red Cross, and area healthcare organizations.

Proposer shall annually plan and implement a definitive community education program, which shall include: identification of and presentations to key community groups which influence the public perception of the EMS system's performance, conducting citizen CPR training events, participation in EMS week and other educational activities involving prevention, system awareness/access, and appropriate utilization of the EMS system.

Proposer shall annually undertake at least one project that meets the intent of this section. Health status improvement programs targeted to "at risk populations" may include but are not limited to: seat belt use, child safety seat use, bike safety program, participation in NTHSA Safe Communities Program, CPR training, 911 awareness, gun safety, hunting safety, drowning prevention, equestrian accident prevention, senior safety program, and home hazard inspection program.

Proposer is to use its best efforts to obtain external grant funding for health status improvement projects.

Proposer shall describe its mechanism for providing infection control for employees, system partners in healthcare, and patients.

2. Field Training

The Proposer shall include a field training program for field personnel. The City's Medical Director shall approve the field training content and authorize paramedics to work in the San Diego EMS system after successful completion of the field training.

3. Internal Health and Safety Programs

The Proposer shall propose and demonstrate that it will have multiple programs to enhance the safety and health of the workforce. These shall include driver training, safety and risk management training.

The Proposer shall provide adequate personal protective gear and equipment to employees working in hazardous environments such as routine care, rescue operations, motor vehicle accidents, etc. At a minimum, personal protective gear shall include appropriate head and flesh protection for employees. The Proposer

shall select this equipment in conjunction with field providers to ensure it complies with current workflow and will be adapted in the care process. Policies and procedures should clearly describe the routine use of personal protective gear on all patient encounters.

4. Evolving OSHA & Other Regulatory Requirements

It is anticipated, during the term of the Contract resulting from this RFP that certain regulatory requirements for occupational safety and health, including but not limited to infection control, blood borne pathogens and TB, may be increased. Proposer shall adopt procedures to meet or exceed all regulatory requirements as they change over time.

Proposer shall make available all currently recommended immunizations and health screening to its high-risk personnel at no cost.

N. DISASTER RESPONSE AND MUTUAL AID

1. Proposer shall describe its continuity of business plans for management of incidents or disasters, which disrupt the normal ability to provide EMS service.

2. Homeland Security.

Proposer and Proposer's employees shall participate in and receive training in Homeland Security issues, including participating in existing programs available within the City and the County for dealing with terrorist events, weapons of mass destruction, and other Homeland Security issues.

3. Participation in System Development.

The City anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. The City requires that Proposer actively participates in County and City Emergency Management and EMS activities, including Physicians Oversight Board (established by the County of San Diego) meetings, committee meetings, and work groups. Proposer agrees to participate and assist in the development of system changes subject to negotiated costs, if any.

4. Disaster Assistance and Response.

- a. Multi-casualty/Disaster Response.

Proposer shall cooperate with the City in rendering emergency assistance during a disaster or a declared emergency, or in a multi-casualty response as identified in the City multi-casualty or an emergency/disaster response plan developed by the City based upon the size/nature of an incident/disaster.

In the event the City declares an emergency within the City, or in the event the City directs Proposer to respond to a disaster in a neighboring jurisdiction, normal operations shall be suspended and Proposer shall respond in accordance with the disaster plan. Proposer shall use best efforts to maintain primary emergency services and may suspend non-emergency services as required.

At a multi-casualty scene, Proposer's personnel shall perform in accordance with appropriate City multi-casualty response plan and within the Incident Command System (ICS).

During disaster or multi-casualty situations, Proposer will be exempted from all responsibilities for Response Time performance until notified by the City. When Proposer is notified that multi-casualty or disaster assistance is no longer required, Proposer shall return all of its resources to primary area(s) of responsibility and shall resume all operations in a timely manner.

Any additional direct marginal costs resulting from the performance of disaster services that are non-recoverable from third parties may be invoiced for payment by the City consistent with the then current federal guidelines. This shall not include any cost for maintaining normal levels of service during the disaster, but shall be limited to the reasonable and verifiable direct marginal cost for these additional services.

b. Internal Disaster Response Notification.

Proposer shall develop a plan for immediate recall of personnel during multi-casualty or widespread disaster. This plan shall include the capability of Proposer to alert off-duty personnel.

c. Incident Notification.

Proposer shall have a mechanism in place to communicate current field information to appropriate City and County EMS staff during multi-casualties, disaster response, hazardous materials incidents and other unusual occurrences.

d. Interagency Training for Exercises/Drills.

Proposer shall participate in City sanctioned exercises and disaster drills and other interagency training in preparation for this type of response.

6. Mutual Aid and Stand-by Services.

a. Mutual Aid Requirements.

Proposer shall respond in a mutual aid capacity to other service areas within and outside of the EOA if so directed by Chief Operating Officer or designee. Proposer shall be prepared to respond with one (1) Ambulance Strike Team staffed and equipped in accordance with the California Emergency Medical Services Agency Ambulance Strike Team Guidelines when directed by the City pursuant to a disaster mutual aid request.

b. Stand-By Service.

Proposer shall provide, at no charge to City or requesting agency, stand-by services at the scene of an emergency incident within its emergency response area when directed by a City designated fire/medical dispatch center upon request of a public safety agency. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by. Stand-by periods exceeding eight (8) hours shall be approved by Chief Operating Officer or designee.

O. CAAS ACCREDITATION

Within eighteen (18) months of the full execution of the Contract resulting from this RFP, the Proposer will attain Accreditation as an ALS Ambulance Service through the Commission on Accreditation of Ambulance Services (CAAS) or comparable organization. The Proposer shall maintain its accreditation throughout the term of this Contract.

P. VEHICLES AND MEDICAL EQUIPMENT AND SUPPLIES

Proposer shall acquire and maintain all ambulances, support vehicles, on-board medical supplies/equipment and office facilities and equipment to be used by Proposer to perform its services under the Contract resulting from this RFP. All costs of maintenance including parts, supplies, spare parts and costs of extended maintenance agreements shall be the responsibility of the Proposer. The current joint venture has significant assets that may be purchased by any subsequent proposer.

1. Ambulances.

All ambulances shall meet the standards of Title XIII, California Code of Regulations.

2. Vehicle Markings.

Ambulance vehicles used in providing ALS services shall bear the markings "San Diego EMS" in at least four (4) inch letters on both sides. Such vehicles shall display the "911" emergency telephone number and state the level of service, "Paramedic", on both sides.

Ambulance vehicles shall be marked to identify the company name, but shall not display any telephone number other than 911 or any other advertisement.

Overall design, color, and lettering are subject to the approval of the Contract Administrator.

3. Vehicle Maintenance.

Proposer shall maintain its vehicles in a good working order consistent with the manufacturer's specifications. In addition, detailed records shall be maintained as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Repairs shall be accomplished and systems shall be maintained so as to achieve at least the industry norms in vehicle performance and reliability.

Ambulance replacement shall occur on a regular schedule and the Proposer shall identify its policy for the maximum number of years and mileage that an ambulance will be retained in the EMS System. The Proposer's replacement plan must meet the requirements contained in the City's vehicle replacement schedule. The City's vehicle replacement schedule requires that ambulances shall be removed from primary services by the time they reach 175,000 miles of services, unless an extension of service life is requested by the winning Proposer and approved by the EMS Program Manager in his or her discretion. Vehicles will be evaluated on an individual basis utilizing the City's revised Ambulance Service Life Extension Form every 25,000 miles after reaching 175,000 miles. Approved extensions shall be no more than 25,000 miles per request, and shall be based on vehicle safety, appearance and actual costs of maintenance and operation over the previous 25,000 miles. The City reserves the right to inspect any vehicle prior to approval of the extension of service life.

a. Failure to Meet Minimum In-Service Equipment/Supply Requirements.

The County of San Diego EMS Agency may inspect Proposer's ambulances at any time, without prior notice. If any ambulance fails to meet the minimum in-service requirements contained in the Ambulance Equipment and Supply list as determined by the County EMS Agency, the City may:

(i) Immediately remove the ambulance from service until the deficiency is corrected if the missing item is deemed a critical omission.

(ii) Subject the Proposer to a \$500.00 penalty. The Contract Administrator shall bill the Proposer for the \$500.00 penalty.

(iii) The foregoing shall not preclude dispatch of the nearest available ambulance even though not fully equipped, in response to a life threatening emergency so long as another appropriately equipped ambulance of at least equal level of service is also dispatched to the scene. The City may adopt protocols governing provisional dispatch of ambulances not in compliance with minimum in-service requirements and Proposer shall comply with these protocols.

b. Vehicle and Equipment Maintenance.

Proposer shall be responsible for all maintenance of ambulances, support vehicles and on-board equipment used in the performance of its work. All ambulances and equipment used in the performance of the Contract resulting from this RFP will be maintained in accordance with all equipment maintenance requirements. Any ambulance, support vehicle and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function must immediately be removed from service.

The appearance of ambulances and equipment impact customers' perceptions of the services provided. Therefore, the City requires ambulances and equipment that have defects, including significant visible (even if only cosmetic) damage, be removed from service for repair without undue delay.

Proposer must ensure an ambulance maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to a modern paramedic level 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 or manual maintenance program record keeping system. Proposer shall comply with or exceed the maintenance standard as outlined in the Standards—Accreditation of Ambulance services published by the Commission on Accreditation of Ambulance services.

Proposer shall maintain all bio-medical equipment to the then current and applicable Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) or equivalent standard. All costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services and costs of extended warranties, shall be at the Proposer's expense.

Q. COMMUNICATIONS AND DISPATCH

1. Dispatch Center.
2. The City's Fire Communications Center shall be utilized for all EMS call intake functions, call prioritization and pre-arrival instructions according to Emergency Medical Dispatch (EMD) protocols in collaboration with the City EMS Medical Director. City approved medical dispatch center(s) shall dispatch Proposer's ambulances on all requests for ambulance services.
3. Proposer shall furnish and maintain all mobile radio equipment and cellular phones for use in the ambulances including obtaining radio channels and all necessary FCC licenses and other permits as may be required for the operation, which will enable Proposer to effectively receive communications from the Fire Communications Center and deploy ambulance units throughout all areas of the

EOA. Proposer shall be capable of receiving and replying to such requests for emergency ambulance services by voice and data linkage.

4. It is desirable for the Proposer to furnish and maintain all radio equipment and cellular phones for use in the field.
5. Proposer's communications system shall be capable of receiving and transmitting all communications necessary to provide emergency ambulance services pursuant to the Contract resulting from this RFP.
6. Dispatch Center Staffing.
7. Staffing of the Fire Communications Center shall remain the responsibility of the City per the MEA MOU Article 88 and will be staffed such that electronic or telephonic notifications are answered or responded to within fifteen (15) seconds.
8. Proposer shall train and prepare emergency ambulance System Status Controllers to process emergency medical requests for service. Said System Status Controllers shall be given a company orientation as well as a thorough orientation to the City EMS system before being assigned to operate as part of Proposer's ambulance dispatch system.
9. Dispatch Evaluation.
10. Proposer shall implement an ongoing program for the evaluation of dispatch operations, education and training of dispatchers, and problem identification and resolution.
11. Communications Equipment and Dispatch.
12. Proposer shall utilize the existing computer aided dispatch system (CAD) system within the Fire Communications Center.
13. New dispatch system costs shall not be imposed upon Proposer without due regard to costs. Proposer reserves the right to petition the City for recovery of significant cost increases.
14. Ambulance Communication Equipment.
 - (a) All Proposer ambulance and supervisory vehicles furnished and utilized by Proposer in the performance of this contract shall contain:
 - Radio equipment for communications with dispatch center on Proposer's radio channels. Proposer radio fleet map shall conform to the City's radio channels.
 - Radio equipment suitable for operation on the CALCORD California On-Scene Emergency Coordination Radio System.

- Radios for communication with hospital receiving facilities.
- (b) For ambulance-to-hospital communications.
- (i) Radio equipment used for ambulance-to-hospital communications shall be configured so that personnel actually providing patient care are able to directly communicate with base or receiving hospital staff about the patient.
 - (ii) Proposer shall operate the two-way radios in conformance with all applicable rules and regulations of the Federal Communication Commission, and in conformance with all applicable LEMSA/City rules and operating procedures.

R. PROCESS MANAGEMENT

1. Processes

Proposer shall describe its core competencies and how these were determined.

2. Results

Proposer shall describe the results they intend to produce through effective management of its key result areas. Description shall include descriptions of the results patients, other customers, system partners, and the City can expect from the Proposer's provision of service, and include specific health outcomes.

S. COVERAGE AND DEDICATED AMBULANCES, USE OF STATIONS/POSTS

1. Dedicated Ambulances.

The City currently provides specific funding to deploy ambulance coverage in the community of Tierrasanta (one (1) 24-hour ambulance) and the community of Paradise Hills (one (1) 24-hour ambulance). Actual costs for the ambulances are reimbursed to SDMSE at the end of each fiscal year. Funding for the two (2) ambulances is estimated at \$1.3 Million for Fiscal Year 2009. The Proposer may provide and maintain fully equipped vehicles for the dedicated ambulances.

2. Collaboration with San Diego Fire-Rescue Department.

An important component of EMS systems is the Fire-Rescue Department's medical first responder system. Proposer shall recognize the key roles performed by the San Diego Fire-Rescue Department.

The successful Proposer shall assist the Fire-Rescue Department in the near immediate investigation and treatment recommendation for infectious exposure.

The City will rely upon the entrepreneurial and innovative methods proposed by Proposer under this procurement to enhance the first response capabilities within the EOA. Proposer will support the development of an integrated First Response program. To further this cooperation, the Proposer shall address participation in the local EMS activities and meetings, including those which combine multiple EMS system stakeholders.

T. PROPOSER REVENUE RECOVERY

The primary means of Proposer compensation is through fee-for-service reimbursement of patient charges. The City provides reimbursement for specified patients for whom it is responsible.

1. Patient Charges.

Proposer shall receive income from patient charges. Proposer shall comply with fee schedules and rates proposed in response to this RFP and negotiated with the City. For information purposes, the Average Patient Charge (APC) for FY2008 was \$916.00. A special increase was approved for FY2009 based on new mandates and extraordinary fuel increases. The APC for ambulance transports arising from the 9-1-1 system for FY2009 is \$987.03.

2. Fee Adjustments.

The Contract Administrator will approve annual increases to patient charges based on changes in the Consumer Price Index for All Urban Consumers. Annual rate increases will be the greater of two and one-half percent (2.5%) or the increase of the CPI that will be capped at five percent (5%) for any given year.

In the event that changes occur within the City that substantially impacts the Proposer's costs of providing services, the Proposer may request - and the City may approve - increases or decreases in charges to patients to mitigate the financial impact of such system financial changes. Increases or decreases may be subject to City Council approval.

3. Billing/Collection Services.

Proposer shall be responsible for a billing and accounts receivable system that is well documented, easy to audit, and minimizes the effort required of patients to recover from third party sources for which they may be eligible. The billing system shall:

- automatically generate Medicare and Medicaid statements;
- itemize all procedures and supplies employed on patient bills; and
- be capable of responding to patient and third party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.

Proposer shall make no attempts to collect its fees at the time of service.

4. Billing System Professionalism and Regulatory Compliance.

Proposer shall conduct all billing and collection data collection functions for the EMS system in a professional and courteous manner.

U. REFERENCES

Proposers are required to provide a minimum of three (3) references to demonstrate successful performance on similar contracts as specified in this RFP during the past five (5) years. Previous experience with public agencies is required. Contract experience with public agencies shall have been for a minimum of a consecutive two (2)-year period. Proposers must also demonstrate that they are properly equipped to perform the work as specified in this RFP. The City reserves the right to contact references not provided by the Proposer. References shall be provided in accordance with the attached form.

III. **PRICING SUBMITTAL**

A. PRICE PROPOSAL PAGES - INSTRUCTIONS

Proposers shall submit their proposal for pricing on the following City's Price Proposal pages. Using the enclosed Price Proposal pages will help ensure consistency in the price evaluation. The Price Proposal pages are to be completed in full and shall be incorporated herein. Only the City's Price Proposal pages will be accepted with the exception of pricing for optional consulting services. Any deviations from the Price Proposal pages may be considered non-responsive and unacceptable.

The Pricing Page form requires that the Proposer identify three separate components:

1. The Average Patient Charge for all ambulance transports arising from 911 requests.
2. The annual capital outlay provided by Proposer to the City.
3. Pricing for desirables.

Evaluation of award will be based on the best overall value of the system proposed, including contributions (both mandatory and desirable components).

Proposers may provide attachment worksheets, which include a breakdown of average patient charge, annual capital outlay detail, and projected excess revenue, and other rationale used in determining their pricing for the specified deliverables and desirables. However, price evaluation will be based on prices entered on the City price pages only. Blanks on the price proposal pages will be interpreted as zero (0) and no price will be allowed.

B. OPTION TO RENEW

The City reserves the option to renew the contract with the winning Proposer for an additional five (5) year period in accordance with City approval requirements under the terms and conditions herein stated beginning on the anniversary of the commencement of service. The renewal is contingent on a mutual agreement between the City and the Proposer with such agreement to be confirmed within sixty (60) days prior to the expiration of the initial Contract period.

The City's initial letter offering the Proposer an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

The City will not grant an option, if the Proposer requests an increase which exceeds the average percentage variant for the previous twelve (12) months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Diego area as published by the Bureau of Labor Statistics, or 5.0%, whichever is less. If a price increase is requested, the Proposer must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject such request.

The City may desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the Proposer with such agreement to be confirmed in writing prior to the expiration of the contract period.

C. PRICING PAGES

PRICING FOR REQUIREMENTS AS SPECIFIED IN RFP SECTION II

Proposer shall complete the below table for each mandatory contributions as specified in the RFP Section II. Proposers shall provide an attachment which includes a breakdown of annual capital outlay for providing the deliverables as required by this RFP.

1. The average patient charge equals: \$ _____
2. Total Dollar Value of Capital Outlay
 Provided by Proposer to the City: \$ _____

Item No.	Mandatory Description	Dollar Value
1.	Medical Malpractice, General Liability and Other Business Insurance (as specified in Section II, paragraph E, item 1.a)	\$
2.	Medical Director Salary Offset (as specified in Section II, paragraph E, item 1.b)	\$
3.	Medical Director Emergency Response Vehicle (as specified in Section II, paragraph E, item 1.c)	\$
4.	Portion of Excess Operating Revenues (as specified in Section II, paragraph E, item 1.d)	\$
5.	FTE of a City Auditor Position (as specified in Section II, paragraph E, item 1.e)	\$
6.	Penalties for Non-Performance (as specified in Section II, paragraph E, item 1.f)	\$
7.	Full-time Analyst (as specified in Section II, paragraph E, item 1.g)	\$
8.	Training, EMD & CPR Certification and Re-accreditations (as specified in Section II, paragraph E, item 1.h)	\$
9.	Equipment (as specified in Section II, paragraph E, item 1.i)	\$
10.	Computer Aided Dispatch System (as specified in Section II, paragraph E, item 1.j)	\$
11.	FTE Information Technology Positions (CAD Support) (as specified in Section II, paragraph E, item 1.k)	\$
TOTAL:		\$

PROPOSER PRICING FOR PROVIDING DESIRABLES

(as specified in Section II, paragraph E, item 2)

Proposer shall complete the below table for each desirable Proposer elects to provide. Proposer shall provide an attachment that contains a breakdown of the funding to be allocated to the specific RFP desirable.

Item No.	Desirable Description	Funding Offered
1.	EMS Education Manager (as specified in Section II, paragraph E, item 2.a)	\$
2.	Online Registration Fees for all Fire-Rescue Paramedics (as specified in Section II, paragraph E, item 2.b)	\$
3.	EMS Course Content Development of City's EMS System (as specified in Section II, paragraph E, item 2.c)	\$
4.	Communications Positions (as specified in Section II, paragraph E, item 2.d)	\$
5.	Dedicated Ambulances (as specified in Section II, paragraph E, item 2.e)	\$
6.	Paramedics and EMTs (as specified in Section II, paragraph E, item 2.f)	\$
7.	Fire/Fighter/Paramedics (firefighters, engineers or captains) (as specified in Section II, paragraph E, item 2.g)	\$
8.	City-Employed Risk Manager/Claims Administrator (as specified in Section II, paragraph E, item 2.h)	\$
9.	Funding of City Positions from 911 Revenue (as specified in Section II, paragraph E, item 2.i)	\$
10.	Clinical & Education Services Positions (RNs) (as specified in Section II, paragraph E, item 2.j)	\$
11.	Compensated Hours for Clinical Improvement Activities (as specified in Section II, paragraph E, item 2.k)	\$
12.	City Electronic Documentation Coordinator (as specified in Section II, paragraph E, item 2.l)	\$
13.	Dedicated Ambulance to the City STAR (as specified in Section II, paragraph E, item 2.m)	\$
14.	Paramedic Specialty Pay for Rated Paramedic City (as specified in Section II, paragraph E, item 2.n)	\$
15.	Replacement of Cardiac Monitor/Defibrillators (as specified in Section II, paragraph E, item 2.o)	\$
TOTAL:		\$

PROPOSER'S OPERATION COSTS AND SOURCE OF FUNDS

As required by EMSA #141, Section IV.K, in addition to the operating costs listed above, Proposer shall submit financial information which will disclose the intended source of all funding related to the provision of services as specified in the RFP. Financial information may include, but is not limited to current financial statements, letters of credit, and/or guarantor letters from related entities.

IV. **RFP PROCESS**

A. PURCHASING AGENT – ISSUING OFFICE

The Purchasing Agent is the City of San Diego’s authorized representative for all pre-contract matters related to the Contract resulting from this RFP. Throughout the duration of the Contract, the Purchasing Agent shall be the only individual with authority to modify any provisions of the Contract resulting from this RFP including, without limitation, the statement of work, pricing/budget, or any other sections in accordance with the applicable General Provisions for Proposals. The City’s Chief Operating Officer or designee shall be the principal interface on behalf of the City for post-award technical matters, and shall have the authority to explain and provide further details regarding the City’s expectations concerning the work to be performed hereunder and/or the items to be provided herein. The Chief Operating Officer or designee shall have no authority to modify any provisions of the Contract resulting from this RFP.

B. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held with interested companies on March 6, 2009 at 10:00 a.m., on the 9th Floor of the City Administration Building located at 202 C Street, San Diego, CA 92101. The purpose of the pre-proposal conference will be to review, in detail, the proposed contract intent, requirements, administration and other relevant information.

Interested Proposers are strongly urged to attend this pre-proposal conference. Failure of a Proposer to attend the pre-proposal conference does not relieve any Proposer of the responsibility to comprehend all information contained within this document and subsequently issued addenda, and to perform in accordance with the specifications subsequent to award.

For further information, contact Leslie Valdez, CPPB, Procurement Specialist, at (619) 236-7090. Allow approximately two (2) hours for the pre-proposal conference.

C. QUESTIONS

Proposers are responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Proposers and the City will be formally made at scheduled meetings or in writing through the Procurement Specialist. Requests for clarification or additional information must be made in writing to the Procurement Specialist and received at the Purchasing & Contracting Department Office listed on the cover page no later than 4:00 p.m. Pacific Time on March 10, 2009. Such requests should contain the following: “QUESTIONS: 9560-09-V-RFP”. Only written communications relative to the procurement shall be considered. Electronic mail is the only acceptable method for submission of questions. Proposers must e-mail Leslie Valdez at LValdez@sandiego.gov.

It is incumbent upon Proposers to verify City receipt of their questions. All questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s), to all Proposers who are on record with the Procurement Specialist as having received this RFP. No oral communications can be relied upon for this Proposal. To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

D. SUBMISSION OF PROPOSALS

1. Proposals shall be:

- a. Submitted in the format set forth herein;
- b. Made in the official name of the firm or individual under which Proposer's business is conducted (including the official business address);
- c. Proposers must complete and sign the RFP cover page with an original signature, by a person duly authorized to commit the winning Proposer to the contract acknowledging any addenda. Failure to submit the RFP cover page as specified will result in rejection of the Proposal;
- d. Submitted in envelopes clearly marked with the assigned RFP number and closing date/time referenced on the outside of the envelope (lower left corner);
- e. Separated into Technical and Price Proposal Volumes; and
- f. Addressed to the Procurement Specialist identified on the cover page of this RFP.

Proposers must submit one (1) original hardcopy and six (6) hardcopies of the Technical Volume plus one (1) original hardcopy and six (6) hardcopies of the Price Proposal Volume sealed under separate cover. Attachments shall be provided in the same manner. Commingling of technical and price information or failure to submit the two (2) volumes separately and sealed may cause it to be rejected as non-responsive and not acceptable. The volumes, which contain original documents, should be clearly identified as the ORIGINAL Technical and the ORIGINAL Price Proposal Volume. Faxed Proposals will not be accepted.

E. CLOSING DATE

Proposals must arrive at the location, date, and time identified on the cover page of this RFP in the format set forth herein. There will be no public opening of the Proposals. The names of Proposers will not be released until announcement of award.

F. LATE SUBMISSIONS

Proposers mailing Proposals should allow sufficient mail delivery time to insure timely receipt by the issuing office. Any Proposal, modifications to Proposals, request for withdrawal of Proposals, or Best and Final Offers (BAFO) arriving after the closing date and time will be considered late and will only be accepted in accordance with the applicable City of San Diego's General Provisions for Proposals. Delivery of the Proposal to the specified location by the prescribed time and date is the sole responsibility of Proposers. A record of late submission, request for withdrawal, modification of a Proposal, or BAFO shall be made in the appropriate procurement file.

G. ECONOMY OF PREPARATION

Proposers shall prepare each Proposal simply and economically, providing a straightforward, concise description of Proposers' offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

H. TWO (2) VOLUME PROPOSALS

The selection procedure for this procurement requires an independent evaluation of the technical and price Proposals. This separation allows for evaluation of technical Proposals on their technical merit only. Consequently, Proposers shall submit their Proposal in two (2) separately sealed volumes as specified below.

1. Volume I – Technical Proposal (not to exceed 150 two-sided pages, not including attachments)
 - a. Executive Summary

The Executive Summary shall contain a brief narrative or synopsis summary of how the Proposal meets the needs of the City incorporating Proposers' understanding of the background, scope of work, and objective as specified in Section I of the RFP.
 - b. Section II, Specifications

The information specified herein must be addressed in the technical Proposal. Proposers must expressly indicate that the Proposal satisfies and is fully capable of providing each point of the RFP. Proposers shall provide responses to each paragraph in the same order as the RFP citing the heading and then their response. Simple "Yes", "No", or "Comply" responses to stated Specifications are insufficient. Rather, the Proposers must describe in detail how the proposed products and/or services meet or exceed the requirements of this RFP and Proposers shall state their understanding and compliance. Additionally, Proposers must explain any exception or deviation from the requirements in accordance with the applicable General Provisions for Proposals. Proposers should also include any other information they feel may be of benefit to the City.

Proposers are urged to read the Contract Documents very carefully and to submit their questions, in writing, by the due date for questions. Misinterpretation of the Contract Documents by the Proposer shall not relieve the Proposer of responsibility to perform the contract.

c. Additional Submittals/Forms

- (1) Proposer's References (use form in Forms section).
- (2) Proposer's documents as specified in Section II).
- (3) Proposer Standards Questionnaire (use form in Forms section).

d. Alternative Proposals

If Proposer has offered goods or services which are responsive, Proposer may thereafter include with the Proposal any additional proposals or alternatives that are not "equals" but that Proposer believes may meet or exceed City's requirements and that offer City additional advantages or benefits. City reserves the right to evaluate and accept or reject such Alternative Proposals as though they were part of the original Specifications without advertising for further Proposals or to re-advertise based on such Alternative Proposals when in the best interests of the City. An Alternative Proposal must be submitted on the same forms provided by the Purchasing Agent, with adequate information for the City to evaluate the costs and benefits.

2. Volume II – Price Proposal

This volume consists of and must contain the following items. Proposers shall not include any technical information or Specific Provisions and Specifications in the Price Proposal Volume.

a. Completion and Signing of the RFP Cover Page

Proposers must complete and sign the RFP cover page with an original signature, by a person duly authorized to commit the winning Proposer to the contract acknowledging any addenda. Failure to submit the RFP cover page as specified will result in rejection of the Proposal.

b. Price Proposal Pages

Proposers shall submit pricing Proposals on the City's Price Proposal pages, unless otherwise stated in this RFP.

c. Additional Submittals/Forms

- (1) Proposer's Statement of Financial Responsibility as specified in Section V, paragraph L (use form in Forms section).
- (2) Proposer Information Form (use form in Forms section).

(3) Vendor Registration Form (use form in Forms section).

(4) Workforce Report (use forms in Forms section).

(5) Proposer Certification Regarding Drug-Free Workplace Compliance (use form in Forms section).

I. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

1. Insurance and bond requirements as specified in Section V, paragraphs B through D.
2. Taxpayer Identification number (W-9) as specified in General Provisions for proposals dated January 18, 2005.
3. Business Tax License as specified in Section V, paragraph DD, if not currently on file.

J. EVALUATION COMMITTEES

The Purchasing Agent shall establish separate technical and price evaluation committees to review and rate Proposals. The price evaluation committee may be composed of the Procurement Specialist and any other individuals appointed by the Purchasing Agent. The technical evaluation committee shall be composed of other individuals appointed by the Purchasing Agent.

K. ACCEPTABILITY OF PROPOSALS

The Purchasing Agent shall determine which Proposers have met the requirements of the RFP. Failure to comply with any mandatory requirement will disqualify a Proposal. The Purchasing Agent shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The Purchasing Agent may waive or permit to be cured minor irregularities or minor informalities in Proposals that are immaterial or inconsequential in nature, whenever it is determined to be in the City's best interest.

The City may accept other than the lowest priced offer. The Purchasing Agent may conduct discussions with Proposers in any manner deemed necessary to best serve the interests of the City. The Purchasing Agent may limit the competitive range to firms highly rated technically and whose prices are considered to be reasonable by the City for purposes of efficiency. The Purchasing Agent may reject in whole or in part any and all Proposals if such is in the City's interest.

L. TECHNICAL EVALUATION

The Technical Evaluation Committee (TEC) shall conduct its evaluation of the technical merit of the Proposals in accordance with this solicitation. The Proposer must satisfy and explicitly respond to all requirements of this RFP, including a detailed explanation of how each item listed in this RFP is to be met. The last phase of this technical evaluation will be the ranking by the Committee of each qualified Proposal on technical merit.

The criteria that will be used by the Technical Evaluation Committee for the technical evaluation of Proposals for this procurement are listed below in decreasing order of importance.

1. Executive Summary and Specifications;
2. Qualifications and Experience;
3. Past performance as indicated by references; and
4. Oral Presentations (Optional).

The Committee may request additional technical assistance from any source. References shall be used during the evaluation process.

M. PRICE EVALUATION

The separate Price Proposal Volume will be distributed to the Price Evaluation Committee. This information will then be used to establish a ranking.

Proposers are required to submit, with their price Proposal, a statement of financial responsibility as specified in the Forms section. This document will be used in determining the Proposers' financial responsibility.

Additionally, the City reserves the right to require, during Proposal evaluation, that Proposers provide a copy of their most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement, and Cash Flow Statement or other acceptable financial information. These documents may be relied on in further determining Proposers' financial responsibility.

N. ORAL PRESENTATIONS (OPTIONAL)

Proposers may be required to make individual oral presentations to the City Evaluation Committee, or its designated representatives, in order to clarify their Proposals. Additionally, the Proposer's key personnel may be required to be interviewed by the City's Evaluation Committee, or its designated representatives. Interviews may be by telephone and or in person. Multiple interviews may be required. The purpose of the interview of the key personnel is to determine if the City is able to establish rapport and a productive professional working relationship with these individual(s). If the City determines that such oral presentation and interview of the key personnel is needed, the Issuing Office will schedule a time and place. Proposers are required to make the oral presentation and interview of the key personnel within three (3) workdays after request by the City. Proposers should be prepared to discuss and substantiate any of the areas of the Proposal submitted, as well as its qualifications to furnish the specified products and services. Notwithstanding the possibility of a request for an oral presentation and interview of the key personnel, Proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation. Any costs incurred for the oral presentation and interview of the key personnel are the responsibility of the Proposer.

O. NEGOTIATION

The City has the right to accept the Proposal, which serves the best interest of the City, as submitted, without discussion or negotiation. Proposers should, therefore, not rely on having a chance to discuss, negotiate, and adjust their Proposals.

Proposers, who submit Proposals initially judged by the Purchasing Agent to be reasonably susceptible of being selected for award may, be asked to discuss their Proposals with the City to facilitate arrival at a contract most advantageous to the City. If the Purchasing Agent determines that discussion is in the best interest of the City, the Purchasing Agent will advise Proposers to submit a Best and Final Offer (BAFO) for consideration after discussions are held.

However, discussions may not be conducted if the Purchasing Agent determines either that discussions are not in the best interests of the City or that discussions need not be conducted: (a) with respect to prices that are fixed by law or regulation, although consideration shall be given to competitive terms and conditions; (b) because the time of delivery or performance does not permit discussions; or (c) because it can be demonstrated clearly from the existence of adequate competition or accurate prior price experience with the particular item that acceptance of an initial offer without negotiation would result in a fair and reasonable price.

P. CITY'S UNILATERAL RIGHT

The City reserves the unilateral right to cancel this RFP, in whole or in part, or reject all Proposals submitted in response to this RFP when such action is determined to be fiscally advantageous to the City or otherwise in the best interest of the City; the unilateral right to award a contract in whole or in part; to award a contract to one or more Proposers; to waive or permit cure of minor irregularities; and to conduct discussions with Proposers in any manner necessary to serve the best interest of the City.

Q. EVIDENCE OF RESPONSIBILITY

Prior to the award of a contract pursuant to this RFP, the Purchasing Agent may require Proposer to submit such additional information bearing upon Proposer's ability to perform the contract as the Purchasing Agent deems appropriate. The Purchasing Agent may also consider any information otherwise available, but not limited to price, technical, and qualifications relative to ability, capacity, integrity, ethics, performance record, and experience of the Proposer.

R. BASIS OF AWARD

The Purchasing Agent will recommend contract award to the responsible Proposer(s) whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP, including price.

Technical ranking of Proposals will be combined with the corresponding price ranking to determine a final ranking for each Proposal. Technical merit will have greater weight than price. However, the more closely Proposals are ranked technically, the more important price will become.

Award of the Contract resulting from this RFP will be in accordance with certain internal City approval requirements.

S. INCURRED EXPENSES

The City will not be responsible for any expenses incurred by Proposers in preparing and submitting a Proposal or best and final offer or in making an oral presentation or demonstration.

V. **SPECIFIC PROVISIONS**

A. ROLES OF THE CITY OF SAN DIEGO PURCHASING AGENT AND CHIEF OPERATING OFFICER

The Purchasing Agent is the City of San Diego's authorized representative for all pre-contract matters related to the Contract resulting from this RFP. Throughout the duration of the contract, the Purchasing Agent shall be the only individual with authority to modify any provisions of the Contract resulting from this RFP including, without limitation, the statement of work, pricing, or any other sections in accordance with the applicable General Provisions for Proposals. The City's Chief Operating Officer or designee shall be the principal interface on behalf of the City for post-award technical matters, and shall have the authority to explain and provide further details regarding the City's expectations concerning the work to be performed hereunder and/or the items to be provided herein. The Chief Operating Officer or designee shall have no authority to modify any provisions of the Contract resulting from this RFP.

B. INSURANCE REQUIREMENTS

Insurance. The winning Proposer (Proposer) shall not begin any work under the Contract resulting from this RFP until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. Proposer's liabilities, including but not limited to Proposer's indemnity obligations, under the Contract resulting from this RFP, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of the Contract resulting from this RFP and Proposer's failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract resulting from this RFP may be treated as a material breach of contract by the City. The Proposer shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of the Contract resulting from this RFP.

Types of Insurance. At all times during the term of the Contract resulting from this RFP, the Proposer shall maintain insurance coverage as follows:

Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$5,000,000.00 (five million) per occurrence and subject to an annual aggregate of \$5,000,000.00 (five million). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

Commercial Automobile Liability. For all of the Proposer's automobiles including owned, hired and non-owned automobiles, the Proposer shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$5,000,000.00 (five million) per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

Workers' Compensation. For all of the Proposer's employees who are subject to the Contract resulting from this RFP and to the extent required by the applicable state or federal law, the Proposer shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1,000,000.00 (one million) of employers' liability coverage, and the Proposer shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

Professional Liability. The winning Proposer shall obtain, at its sole cost and expense, Professional Liability coverage with limits of at least \$5,000,000.00 (five million) per occurrence and \$5,000,000.00 (five million) aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a "claims-made" form, the winning Proposer must ensure that the policy retro date is on or before the date of the award of this RFP and that coverage is maintained or the policy has a reporting period of at least three (3) years following completion or termination of the performance of professional services under this RFP.

Director's and Officers Liability. The winning Proposer shall obtain, at its sole cost and expense, Director's and Officers Liability coverage with limits of at least \$5,000,000.00 (five million) per occurrence and \$5,000,000.00 (five million) aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a "claims-made" form, the winning Proposer must ensure that the policy retro date is on or before the date of the award of this RFP and that coverage is maintained or the policy has a reporting period of at least three (3) years following completion or termination of the performance of professional services under this RFP.

Umbrella. Umbrella coverage with limits of no less than \$2,000,000.00 (two million) shall be provided as additional coverage to all underlying liability policies. This policy may be written as an "Excess" policy.

Deductibles. All deductibles on any policy shall be the responsibility of the Proposer and shall be disclosed to the City at the time the evidence of insurance is provided.

Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by the Contract resulting from this RFP or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

The City will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this RFP.

Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Proposer’s insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Proposer’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability and shall provide cross-liability coverage.

Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Proposer.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Proposer’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability and shall provide cross-liability coverage.

Worker’s Compensation and Employer’s Liability Insurance Endorsements

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

Reservation of Rights. The City reserves the right, from time to time, to review the Proposer's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Proposer for the cost of the additional premium for any coverage requested by the City in excess of that required by the Contract resulting from this RFP without overhead, profit, or any other markup.

Additional Insurance. The Proposer may obtain additional insurance not required by the Contract resulting from this RFP.

Excess Insurance. All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

C. **PERFORMANCE BOND**

A Performance Bond is required in the sum of \$2,000,000.00 (two million) in one of the following forms:

1. A faithful performance bond issued by a bonding company authorized to do business in the State of California, appropriately licensed and acceptable to the City; or
2. An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the City and from a bank or other financial institution authorized to do business in the State of California, acceptable to the City.

The performance bond shall be submitted to Purchasing & Contracting within ten (10) days of request. Failure to provide the bond within the time frame specified by the City shall be cause for the proposal to be rejected as non-responsive. The bond shall be maintained by the Proposer in full force and effect during the entire period of performance under the Contract resulting from this RFP. Failure to do so shall be cause for termination of the contract.

D. **BID BOND**

The winning Proposer will be required to sign a contract with the City according to a date to be identified by the City upon determination of the winning Proposer or post a \$50,000 bid bond by that date if negotiations have not been completed. The bid bond requirement will not apply to public safety agencies.

E. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Proposer agrees to defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to City's or Proposer's employees, agents, or officers which arise from, or are connected with, or are caused, or claimed to be caused by the acts, or omissions of Proposer and its agents, officers, or employees in performing, providing, manufacturing, or supplying the work, services, product, or equipment relating to this bid, and all expenses of investigating and defending against same; provided, however, that Proposer's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees.

Notwithstanding anything herein to the contrary, the services provided under the Contract resulting from this RFP will not give rise to, nor will be deemed or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.

F. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions for Proposals, dated January 18, 2005, (on file in the Office of the Purchasing Agent) are incorporated as part of this Proposal and any resulting contract by reference. The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

By signing and/or authorizing the Proposal submittal, the Proposer acknowledges that they have read and understood the meaning, intent, and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this Proposal.

G. INDEPENDENT PROPOSER

It is understood and agreed that the Proposer is an independent Proposer of the City and not an employee. The City shall not withhold income taxes, social security, or any other sums from the payments made to the winning Proposer. If the winning Proposer employs additional persons in the performance of the Contract resulting from this RFP, those persons shall in no way be considered employees of the City, but rather they shall be employees or SubProposers of the winning Proposer, and the winning Proposer bears full responsibility for compensating those persons.

H. SUBCONTRACTING

The winning Proposer shall not subcontract all or any part of the work to be performed pursuant to this request for proposal without the prior written approval of the City.

I. DELAYS AND EXTENSIONS OF TIME

1. The winning Proposer agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the work specified in the Contract resulting from this RFP.
2. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the winning Proposer, including but not restricted to, acts of God, acts of the public enemy, acts of the City in either its sovereign or contractual capacity, acts of another Proposer in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of SubProposers or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the winning Proposer or the SubProposers or suppliers.

J. SUSPENSION OF WORK

The Contract Administrator unilaterally may order the winning Proposer in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the City.

K. QUALITY ASSURANCE MEETINGS

Proposer may be required to schedule periodic meetings during the term of the contract to discuss Proposer's performance. This meeting, should it be required, shall be scheduled at the City's request anytime during the term of the Contract. At this meeting, the City will provide Proposer with feedback and will note any deficiencies in contract performance and provide Proposer with an opportunity to address and correct these areas. Additional quality assurance meetings may be required, depending upon Proposer's performance.

L. INSPECTION, ACCEPTANCE, AND PAYMENT

The City's Contract Administrator(s) or designee(s) shall inspect the work to determine if the specifications have been provided in accordance with the Contract. The City reserves the right to determine acceptability. The City shall tie payment of invoices to the deliverables and will authorize payment after the City's acceptance.

M. POST AWARD KICK-OFF MEETING

Proposer receiving award under this solicitation may be required to attend a post award contract kick-off meeting to be scheduled by the Procurement Specialist. The Procurement Specialist will communicate the date, time, location, and agenda for this meeting to the Proposer. Pricing for the post award kick-off meeting shall be inclusive of the prices proposed in Section IV, "Pricing Pages".

N. DATA OWNERSHIP

The City retains for itself ownership and rights of ownership to all data gathered, reports and work product prepared by the Proposer in the performance of its responsibilities under the Contract resulting from this RFP. Proposer acknowledges that the City retains ownership and rights of ownership to all of its data. Proposer shall not, without the written consent of the City, copy or use such records, except to carry out contracted work, and will not transfer such records to any other party not involved in the performance of the Contract resulting from this RFP. Proposers may, however, propose that ownership in certain data be shared. Such proposals shall specify the type of data to be shared, the rationale for such sharing, and the terms of such shared ownership. Such proposals shall give the City rights in such data that are at least equal to that of the Proposer.

O. MEDICARE COMPLIANCE PROGRAM REQUIREMENTS

Proposer shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes. Proposer's Compliance Program shall substantially comply with the current regulatory approach program outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).

P. HIPAA COMPLIANCE PROGRAM REQUIREMENTS

Proposer is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the Department of Health and Human Services. The three (3) major components of HIPAA include:

1. Standards for Privacy and Individually Identifiable Health Information.
2. Health Insurance Reform: Security Standards.
3. Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards.

Proposer is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of the HIPAA rules and regulations will be reported immediately to the City along with Proposer's actions to mitigate the effect of such violations.

Q. COMPLIANCE WITH LAWS

Proposer shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and those associated with employees. Proposer shall also comply with County of San Diego EMS Agency policies, procedures and protocols. Proposer is responsible for complying with all rules and regulations associated with providing services for recipients of and being reimbursed by state Medicaid and other state and federally funded programs.

All services furnished by Proposer under the Contract resulting from this RFP shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be Proposer's sole responsibility to determine which, and be fully familiar with all laws, rules, and regulations that apply to the services under the Contract resulting from this RFP, and to maintain compliance with those applicable standards at all times.

R. ANNUAL PERFORMANCE EVALUATION

The City EMS Program Manager may evaluate the performance of the ambulance provider on an annual basis. An evaluation report will be provided to the City Council.

The following criteria should be included in the performance evaluation:

1. Response Time performance standards have been met at or above the minimum requirements in this RFP;
2. Clinical performance standards have been met at or above the minimum requirements in this RFP;
3. Innovative programs to improve system performance have been initiated; and
4. A stable workforce has been maintained and there have been documented efforts to minimize employee turnover.

S. CONTINUOUS SERVICE DELIVERY

Proposer expressly contracts that, in the event of a breach by Proposer under the Contract, Proposer will work with the City to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such breach. Proposer agrees that there is a public health and safety obligation to assist City in every effort to ensure uninterrupted and continuous service delivery in the event of a breach, even if Proposer disagrees with the determination of breach.

T. BREACH AND PROVISIONS FOR TERMINATION OF CONTRACT

The City shall have the right to terminate or cancel Contract or to pursue any appropriate legal remedy in the event Proposer materially breaches Contract and shall fail to correct such breach within seven (7) days following the service on it of a written notice by City specifying the breach or breaches complained of and the date of intended termination of rights hereunder absent cure.

Conditions and circumstances that shall constitute a material breach by Proposer shall include but not be limited to the following:

1. Willful failure of Proposer to operate the ambulance service system in a manner which enables City or Proposer to remain in substantial compliance with the requirements of the applicable federal, state, and City laws, rules, and regulations. Minor infractions of such requirements shall not constitute a material breach but such willful and repeated breaches shall constitute a material breach;
2. Willful falsification of data supplied to City by Proposer during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, Response Time data, financial data, or falsification of any other data required under Contract;
3. Willful failure by Proposer to maintain equipment in accordance with good maintenance practices;
4. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance by Proposer during a "lame duck" period;
5. Willful attempts by Proposer to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Proposers during a subsequent bid cycle;
6. Willful attempts by Proposer to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;
7. Chronic and persistent failure of Proposer's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
8. Willful failure of Proposer to comply with approved rate setting, billing, and collection procedures;
9. Repeated failure of Proposer to meet Response Time requirements after receiving notice of non-compliance from Contract Administrator;
10. Failure of Proposer to provide and maintain the required insurance and performance security bond;

11. Failure of Proposer to comply with the vehicle lease provisions;
12. Failure of Proposer to comply with or exceed the minimum employee wage/salary benefit package as submitted; or,
13. Willful and repeated material breaches of Proposer's backup provisions.

U. TERMINATION

1. Written Notice.

This Contract may be canceled immediately by written mutual consent.

2. Failure to Perform.

City, upon written notice to Proposer, may immediately terminate the Contract should Proposer fail to perform properly any of its obligations. In the event of such termination, City may proceed with the work in any reasonable manner it chooses. The cost to City of completing Proposer's performance shall be deducted from any sum due Proposer under the Contract, without prejudice to City's rights otherwise to recover its damages.

V. EMERGENCY TAKEOVER

In the event City determines that a material breach, actual or threatened, has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach is, in Contract Administrator's opinion, such that public health and safety are endangered, and after Proposer has been given notice and reasonable opportunity to correct deficiency, the matter shall be presented to the City Council. If the City concurs that a breach has occurred and that health and safety would be endangered by allowing Proposer to continue its operations, Proposer shall cooperate fully with City to affect an immediate takeover by City of Proposer's ambulances and crew stations. Such takeover shall be affected within not more than 72 hours after City Council's action.

In the event of an emergency takeover, Proposer shall deliver to City ambulances and associated equipment used in performance of Contract, including supervisors' vehicles. Each ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of ALS ambulances in accordance with City ALS Policies and Procedures.

Proposer shall deliver ambulances and crew stations to City in mitigation of any damages to City resulting from Proposer's breach. However, during City's takeover of the ambulances and equipment, City and Proposer shall be considered Lessee and Lessor, respectively. Monthly rent payable to Proposer shall be equal to the aggregate monthly amount of Proposer's debt service on vehicles and equipment as documented by Proposer at Contract Administrator's request, and verified by City Auditor. City Auditor shall disburse these payments directly to Proposer's obligee. In the event an ambulance is unencumbered, or a crew station is not being rented, City shall pay the Proposer the rentals specified in Contract.

Nothing herein shall preclude City from seeking to recover from Proposer such rental and debt service payments as elements of damage from a breach. However, Proposer shall not be precluded from disputing the City Council's findings or the nature and amount of City's damages, if any, through litigation. Failure on the part of Proposer to cooperate fully with City to effect a safe/smooth takeover of operations shall itself constitute a breach of Contract, even if it is later determined that the original declaration of breach by the City Council was made in error.

The City agrees to return Proposer's vehicles and equipment to Proposer in good working order, normal wear and tear excepted, at the end of takeover period. For any of Proposer's equipment not so returned, City shall pay Proposer fair market value of vehicle and equipment at time of takeover, less normal wear and tear, or shall pay Proposer reasonable costs of repair, or shall repair and return vehicles and equipment.

The City may unilaterally terminate takeover period at any time, and return facilities and equipment to Proposer. The takeover period shall last, in City's judgment, no longer than is necessary to stabilize the EMS system and to protect the public health and safety by whatever means City chooses.

All of Proposer's vehicles and related equipment necessary for provision of ALS services pursuant to the Contract are hereby leased to City during an emergency takeover period. Proposer shall maintain and provide to City a listing of all vehicles used in the performance of the Contract, including reserve vehicles, their license numbers, and name and address of lien holder, if any. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide ALS services hereunder shall be reported to City within 30 days of said change, sale, transfer or purchase. Proposer shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of emergency takeover.

W. CITY'S REMEDIES

If conditions or circumstances occur constituting a breach as set forth in the Breach Section, City shall have all rights and remedies available at law or in equity under this Contract, including but not limited to the right to terminate this Contract, the right to pursue Proposer for damages, and the right of emergency take-over as set forth in the Emergency Takeover Section. All City's remedies shall be non-cumulative and shall be in addition to any other remedy available to the City.

X. TRANSITION PLANNING

Proposer acknowledges and agrees that supervisory personnel, EMTs, paramedics, and dispatch personnel working in the EMS system have a reasonable expectation of long-term employment in the system, even though Proposers may change.

Accordingly, Proposer shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing Proposers, and shall allow without penalty its employees to sign contingent employment agreements with competing Proposers at employees' discretion. Proposer may prohibit its employees from assisting competing Proposers in preparing bid Proposals by revealing Proposer's trade secrets or other information about Proposer's business practices or field operations.

Y. PROVISIONS FOR CURING CARDINAL BREACH AND EMERGENCY TAKE OVER

In the event the City Council determines that there has been a material breach by Proposer of the standards and performances as defined in this specification, which breach represents an immediate threat to public health and safety, such breach shall be considered a Cardinal Breach. In the event of a Cardinal Breach City shall give Proposer written notice, setting forth with reasonable specificity the nature of the Cardinal Breach. Proposer shall have the right to cure such Cardinal Breach and the reason such Cardinal Breach endangers the public's health and safety, within seven (7) calendar days of receipt of such notice. Within twenty-four (24) hours of receipt of such notice, Proposer shall deliver to City, in writing, a plan of action to cure such Cardinal Breach. If Proposer fails to cure such Cardinal Breach within the period allowed for cure (with such failure to be determined in the sole and absolute discretion of City) or Proposer fails to timely deliver the cure plan to the City, City may take-over Proposer's operations. Proposer shall cooperate completely and immediately with City to effect a prompt and orderly transfer of all responsibilities to City.

Proposer shall not be prohibited from disputing any such finding of breach, provided, however that such dispute shall not have the effect of delaying, in any way, the immediate take over of operations by the City. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a breach has occurred shall be initiated, and shall take place only after the emergency take-over has been completed.

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

Z. LAME DUCK PROVISIONS

Should the Contract not be renewed, extended, or if notice of early termination is given by Proposer, Proposer agrees to continue to provide all services required in and under the Contract until the City or a new entity assumes service responsibilities. Under these circumstances Proposer will, for a period of several months, serve as a lame duck Proposer. To ensure continued performance fully consistent with the requirements herein through any such period, the following provisions shall apply:

1. Proposer shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent contract to a competing organization, including but not limited to compliance with provisions hereof related to qualifications of key personnel;
2. Proposer shall make no changes in methods of operation that could reasonably be considered to be aimed at cutting Proposer service and operating costs to maximize or effect a gain during the final stages of the Contract; and
3. The City recognizes that if another organization should be selected to provide service, Proposer may reasonably begin to prepare for transition of service to the new entity. City shall not unreasonably withhold its approval of Proposer's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair Proposer's performance during this period.

AA. ASSIGNMENT

Proposer shall not assign any portion of the Contract resulting from this RFP for services to be rendered without written consent first obtained from the City and any assignment made contrary to the provisions of this section may be deemed a breach of the Contract and at the option of the City shall not convey any rights to the assignee.

BB. PERMITS AND LICENSES

Proposer shall be responsible for and shall hold any and all required federal, state or local permits or licenses required to perform its obligations under the Contract. In addition, Proposer shall make all necessary payments for licenses and permits for the services and for issuances of state permits for all ambulance vehicles used. It shall be entirely the responsibility of Proposer to schedule and coordinate all such applications and application renewals as necessary to ensure that Proposer is in complete compliance with federal, state and local requirements for permits and licenses as necessary to provide the services. Proposer shall be responsible for ensuring that its employees' required state and local certifications are valid and current at all times.

1. Private Work.

Proposer shall not be prevented from conducting private work that does not interfere with the requirements of this Contract.

2. Retention of Records.

Proposer shall retain all documents pertaining to the Contract for five (5) years from the end of the fiscal year following the date of service; for any further period that is required by law; and until all Federal/State audits are complete and exceptions resolved for the Contract's funding period. Upon request, and except as otherwise restricted by law, Proposer shall make these records available to authorized representatives of the City, the State of California, and the United States Government.

3. Product Endorsement/Advertising.

Proposer shall not use the name of City of San Diego or the County of San Diego EMS Agency for the endorsement of any commercial products or services without the expressed written permission of the Contract Administrator.

4. Observation and Inspections.

City representatives or the LEMSA representatives may, at any time, and without notification, directly observe Proposer's operations of the Medical Dispatch Center, maintenance facility, or any ambulance post location. A City representative may ride as "third person" on any of Proposer's ambulance units at any time, provided that in exercising this right to inspection and observation, City representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Proposer employee's duties, and shall at all times be respectful of Proposer's employer/employee relationships.

At any time during normal business hours and as often as may be reasonably deemed necessary by the City, City representatives may observe Proposer's office operations, and Proposer shall make available to City for its examination any and all business records, including incident reports, patient records, financial records of Proposer pertaining to the Contract. City may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, employment agreements, and other documentation for City to fulfill its oversight role.

5. Omnibus Provision.

Proposer understands and agrees that for four (4) years following the conclusion of the Contract it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other authorized representatives, any such books, documents, and records that are necessary to certify the nature and extent of the reasonable costs of services.

6. Relationship of the Parties.

Nothing in the Contract resulting from this RFP shall be construed to create a relationship of employer and employee or principal and agent, partnership, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Contract. Nothing in the Contract shall create any right or remedies in any third party, it being solely for the benefit of the City and Proposer.

7. Rights and Remedies Not Waived.

Proposer covenants that the provision of services to be performed by Proposer under this Contract shall be completed without compensation beyond that provided for herein. The acceptance of work under the Contract and the payment therefore shall not be held to prevent maintenance of an action for failure to perform work in accordance with the Contract. In no event shall payment of consideration by City constitute or be construed to be a waiver by City of any breach by Proposer. City's payment shall in no way impair or prejudice any right or remedy available to City with respect to such breach.

8. Consent to Jurisdiction.

Proposer shall consent to the exclusive jurisdiction of the courts of the State of California in any and all actions and proceedings between the parties hereto arising under or growing out of this Contract. Venue shall lie in City of San Diego, California.

9. End-term Audited Financial Statements.

Proposer shall have ninety (90) 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.

10. Notice of Litigation.

Proposer shall agree to notify City within twenty-four (24) hours of any litigation or significant potential for litigation of which Proposer is aware, which arises under the Contract.

CC. EXCEPTIONS

If a Proposer takes any exception to any part of these specifications as written, or as amended by any addenda subsequently issued, or the General Provisions, they must do so in writing. Said exceptions must be submitted with the proposal submittal by the due date and time noted on the Request for Proposal cover page. Failure to do so will be construed as acceptance of all provisions of the specifications and General Provisions. Acceptance of such exceptions shall be governed by the General Provisions.

DD. BUSINESS TAX LICENSE

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at www.sandiego.gov/treasurer/ or call (619) 615-1500.

The City requires that each vendor to provide a copy of their Business Tax License, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Bid being declared non-responsive and rejected.

EE. PROPOSER STANDARDS CLAUSE

This proposal is subject to the requirements of the Emergency Medical Services Authority (EMSA), EMSA #141 (February 1997). All Proposers are required to complete and return with the proposal the Proposer Standards Questionnaire included with this Request for Proposal.

FF. CONFIDENTIALITY OF SERVICES

All services performed by Proposer, including but not limited to all drafts, data, information, correspondence, proposals, reports or any nature, estimates compiled or composed by the Proposal, pursuant to the Memorandum of Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Proposer, at the time that it was disclosed to the Proposer by the City, (b) subsequently becomes publicly known through no act or omission of the Proposer, or (c) otherwise becomes known to the Proposer other than through disclosure by the City.

GG. EXPECTATIONS OF ETHICAL BUSINESS CONDUCT

While doing business with the City, Proposers are expected to adhere to the standards of ethical business conduct as reflected in the document found as Attachment B to this RFP.

HH. STATEMENT OF ECONOMIC INTEREST

In order to prevent potential or perceived conflicts of interest among Proposer personnel, the City will request that all key personnel of the Proposer with the best offer complete and submit a current Statement of Economic Interest Form 700 prior to execution of the Contract. Please visit the link for the 2007-2008 form and instructions at <http://www.fppc.ca.gov/forms/700-07-08/Form700-07-08.pdf>.

II. ENTIRE CONTRACT DOCUMENTS

Once the City issues a letter of Award to the apparent winning Proposer and Memorandum of Agreement is fully executed by all signatories, a binding Contract is deemed executed by all Parties, subject only to the Proposer providing all requisite provisional award documentation, such as certificates of insurance and bonds to the Purchasing & Contracting Department within ten (10) calendar days. Failure to provide requisite information or documents may result in the apparent successful Proposal being rejected as non-responsive.

The Contract will be deemed to incorporate the City's Request for Proposal, the City of San Diego's General Provisions for Proposals dated January 18, 2005 ("General Provisions"); the proposal submitted (technical and budget volume); the City's award letter(s); the Proposer's Best and Final Offer (if any); the City's written acceptance of any exceptions to clarifications incorporated in the proposal (if any); any exhibits, attachments, or addenda to any of the aforementioned documents; and any documents incorporated therein by reference, which will be memorialized on a Memorandum of Agreement form (See Exhibit A). Collectively, these documents will be known as "the contract documents" and will constitute the entire agreement between the parties. To the extent terms and conditions of the Contract Documents conflict with one another, the order of priority will be as follows: (1) the RFP takes precedence over conflicting terms in the General Provisions; (2) the General Provisions take precedence over conflicting terms in the proposal; and (3) exceptions and clarifications noted in the proposal take precedence over conflicting terms in the RFP and General Provisions only if expressly agreed to by the Parties in writing prior to execution of this MOA.

The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

JJ. CONFIDENTIAL INFORMATION

Any information submitted with a proposal is a public record subject to disclosure unless a specific exemption applies. If a Proposer submits information clearly marked confidential or proprietary, it will be protected and treated with confidentiality to the extent permitted by law. However, it will be the Proposer's obligation and expense to defend any legal challenges seeking to obtain said information.

PROPOSER'S REFERENCES

The Proposer is **required** to provide a minimum of three (3) references as specified in Section II of this RFP.

REFERENCES

Company Name: _____ **Contact Name:** _____

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

Dollar Value of Contract: \$ _____ **Contract Dates:** _____

Requirements of Contract: _____

Company Name: _____ **Contact Name:** _____

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

Dollar Value of Contract: \$ _____ **Contract Dates:** _____

Requirements of Contract: _____

Company Name: _____ **Contact Name:** _____

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

Dollar Value of Contract: \$ _____ **Contract Dates:** _____

Requirements of Contract: _____

PROPOSER’S STATEMENT OF FINANCIAL RESPONSIBILITY

The Proposer is required to furnish below a statement of financial responsibility, except when the proposer has previously completed contracts with the City of San Diego covering work of similar scope.

I, _____, certify that my company, _____, has sufficient operating capital and/or financial reserves to properly fund the services identified in these contract specifications for a minimum of two (2) full months. I agree that upon notification of provisional award, I will promptly provide a copy of my company’s most recent balance sheet, or other necessary financial statements, as supporting documentation for this statement, if requested. I understand that this balance sheet, as well as any other required financial records, will remain confidential information to the extent allowed under the California Public Records Act.

I certify under penalty of perjury under the laws of the State of California that the information contained in this statement is true and correct.

Dated: _____ Signature: _____

PROPOSER INFORMATION FORM

PROPOSER: _____

PROPOSAL NUMBER: _____

CONTRACT TITLE: _____

CONTACT PERSON: 7:00 a.m. to 3:30 p.m. _____

PHONE NUMBER: One (1) Hour Response or Less _____

FAX NUMBER: _____

PAGER NUMBER: _____

CELL PHONE NUMBER: _____

EMERGENCY NUMBER: _____

(For non working hours including weekends and holidays)

NAME OF ON SITE (WORKING) SUPERVISOR: _____

(Capable of discussing all aspects of the contract)

NAME OF NON-WORKING SUPERVISOR: _____

NUMBER OF EMPLOYEES ASSIGNED TO JOB SITE: _____

DAYS OF WEEK (EMPLOYEES) ON SITE (CIRCLE): S M T W TH F S

PRINT NAME: _____

SIGNATURE: _____

THIS FORM MUST BE CURRENT AT ALL TIMES. REPORT ANY CHANGES IN WRITING TO THE CONTRACT ADMINISTRATOR.

Vendor Registration Form



The City of San Diego
Purchasing and Contracting Department
Vendor Registration

Vendor ID:

Firm Information

Firm Name:
Firm Address:
City: State: Zip:
Phone: Fax:
Taxpayer ID: Business License:
Website:

Contact Information

Name:
Title:
Email:
Phone: Cell:

Address to Which Bids Should Be Sent (if different from above)

Check here if same from above

Mailing Address:
City: State: Zip:

Contractor Licenses

License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>

Form continues on reverse side

Ownership Classification

Classification:
(* select from the list of Ownership Classification Codes provided below)
Check here if Certified by Agency:

Certification #:

Agency:

Certification #:

Agency:

Ownership Classification Codes:

MBE/African American	(Minority Business Enterprise/African American)
MBE/Hispanic	(Minority Business Enterprise/Hispanic)
MBE/Asian	(Minority Business Enterprise/Asian)
MBE/Pacific Islander	(Minority Business Enterprise/Pacific Islander)
MBE/Native American	(Minority Business Enterprise/Native American)
WBE	(Women Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
OBE	(Other Business Enterprise)

Product/Services Description:

Product/Services Information:

NAICS Codes:

*select from a list of available NAICS Codes either from the website
<http://www.census.gov/epcd/www/naics.html>
and select 2007 NAICS codes 6 digit only
or from a hard copy available at Purchasing and Contracting

Purchasing & Contracting Dept. • City of San Diego

PROPOSER STANDARDS - *Questionnaire*

The intent of the Proposer Standards questionnaire is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract as required by the Emergency Medical Services Authority (EMSA), EMSA #141 (February 1997).

To assist the Purchasing Agent in making this determination, each bidder/proposer must complete and submit the attached questionnaire with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed Proposer must submit this completed questionnaire prior to execution of the contract. Submitted questionnaires are public records and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All questionnaire responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Questionnaire Attachment "A"* and sign each page. The signatory of this questionnaire guarantees the truth and accuracy of all responses and statements. Failure to submit this completed questionnaire may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Proposer must provide the Purchasing Agent an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

B. BIDDER/PROPOSER INFORMATION:

Legal Name	DBA		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

1. Has your firm changed its name at any time?

- Yes No

If Yes, use *Questionnaire Attachment "A"* to list all legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

2. Has a firm owner, partner or officer operated a similar business?

- Yes No

If Yes, use *Questionnaire Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE: Indicate the organizational structure of your firm. Check one only on this page. Use *Questionnaire Attachment "A"* if more space is required.

Corporation Date incorporated: ___/___/___ State of incorporation: _____

List corporation's current officers:

President: _____
Vice President: _____
Secretary: _____
Treasurer: _____

Is your firm a publicly traded corporation? Yes No

If Yes, name those who own five percent (5%) or more of the corporation's stocks:

Limited Liability Company Date formed: ___/___/___ State of formation: _____

List names of members who own five percent (5%) or more of the company:

Partnership Date formed: ___/___/___ State of formation: _____

List names of all firm partners during the past five (5) years:

Sole Proprietorship Date started: ___/___/___

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: ___/___/___

List each firm in the joint venture and its percentage of ownership:

Note: Each member of a Joint Venture must complete a separate *Proposer Standards Questionnaire* for a Joint Venture's submission to be considered responsive.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

- 1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?
 Yes No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

- 2. Has your firm ever been denied bonding?
 Yes No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances; include bonding company name.

- 3. Has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances.

- 4. Please provide details of your firm's financial interest in any other related business.

Use *Questionnaire Attachment "A"* to provide the required details.

- 5. Provide a list of commitments, and potential commitments which may impact assets, lines of credit, guarantor letters, or otherwise affect your firm's ability to perform this contract.

Use *Questionnaire Attachment "A"* to provide the list of commitments and required details.

F. EXPERIENCE:

- 1. What is the number of years your firm, under its present name, has done business providing the required services as noted in this RFP? _____ Years

- 2. What other business names has your firm provided the required services as noted in this RFP and how many years were the services provided under each business name?

	Years
	Years
	Years
	Years

- 3. Please list contracts completed by your firm noting the corresponding business names (as applicable) during the last five (5) years showing year, type of services, dollar amount of services provided, location, and contracting agency.

Use *Questionnaire Attachment "A"* to provide the list of contracts and required details.

- 4. Please provide an explanation of experience in the service to be provided or similar experience of principal individuals of your firm's present organization.

Use *Questionnaire Attachment "A"* to provide your explanation of experience in the service to be provided.

G. PERFORMANCE HISTORY:

1. Has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances.

2. Has a government agency terminated your firm's contract prior to completion?

Yes No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances and provide principal contact information.

H. COMPLIANCE:

1. Has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

Yes No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. Has your firm been debarred or determined to be non-responsible by a government agency?

Yes No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

I. BUSINESS INTEGRITY:

1. Has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for making a false claim or material misrepresentation to a private or governmental entity?

Yes No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

1. Has your firm or any firm owner, partner, officer, executives or management been convicted of a crime, including misdemeanors, or been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violations involving the bidding, awarding, or performance of a government contract?

Yes No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. Has your firm, under its current name or other business name, refused (either in the future or past) to complete a contract?
 Yes No

If Yes, use *Questionnaire Attachment "A"* to explain specific circumstances of each instance; include the entity involved, dates, outcome and current status.

J. TYPE OF SUBMISSION: This questionnaire response is submitted as:

- Initial submission of *Proposer Standards Questionnaire*.
 Update of prior *Proposer Standards Questionnaire* dated ____/____/____.

Complete all questions and sign below. Each *Questionnaire Attachment "A"* page must be signed.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this questionnaire and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of this Proposer Standards Questionnaire:

- (a) To comply with all applicable State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Proposer that may result in a finding that the Proposer is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Proposer of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Proposer Standards Questionnaire* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

Print Name, Title

Signature

Date

Purchasing & Contracting Dept. • City of San Diego
PROPOSER STANDARDS
Questionnaire Attachment "A"

Provide additional information in space below. Use additional *Questionnaire Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Proposer Standards Questionnaire* and that I am responsible for completeness and accuracy of responses on this *Questionnaire Attachment "A"* page and all information provided is true to the best of my knowledge.

Print Name, Title

Signature

Date

DRUG-FREE WORKPLACE

A. GENERAL

All City projects are now subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. All Proposers should be aware of the provisions of San Diego City Council Policy No. 100-17 which was established by the above numbered resolution. The policy applies equally to the Proposer and all SubProposers. The elements of the policy are outlined below.

B. DEFINITIONS

- 1) “Drug-Free Workplace” means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility, or public work, or for professional, or nonprofessional services rendered on behalf of the City by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.
- 2) “Employee” means the employee of a Proposer directly engaged in the performance of work pursuant to a contract as described in Section C.
- 3) “Controlled Substance” means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).
- 4) “Proposer” means the department, division, or other unit of a person or organization responsible to the Proposer for the performance of a portion of the work under the contract.

C. CITY PROPOSER REQUIREMENTS

- 1) Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a Drug-Free Workplace by doing all of the following:
 - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s organization’s workplace and specifying the actions that will be taken against employees for violations of the prohibition.

- b) Establishing a Drug-Free Awareness Program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a Drug-Free Workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
 - c) Posting the statement required by subdivision (1) in a prominent place at Proposer's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.
- 2) Proposers shall include in each subcontract agreement language which indicates the SubProposer's agreement to abide by the provisions of subdivisions a) through c) inclusive of Section C1. Proposers and SubProposers shall be individually responsible for their own Drug-Free Workplace programs.

NOTE: The requirements of a Drug-Free Awareness Program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, Proposers should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-Free Workplace Policy should be referred to the Purchasing Agent.

**THIS DOCUMENT MUST BE COMPLETED,
SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD**

**DRUG-FREE WORKPLACE
PROPOSER CERTIFICATION**

PROPOSAL NUMBER:

PROJECT TITLE: _____

I hereby certify that I am familiar with the requirements of **San Diego City Council Policy No. 100-17** regarding Drug-Free Workplace as outlined in the request for proposals, and that,

(Name under which business is conducted)

has in place a Drug-Free Workplace Program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the SubProposer's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

DATE: _____



THE CITY OF SAN DIEGO
EQUAL OPPORTUNITY CONTRACTING
1010 SECOND AVENUE, SUITE 500
SAN DIEGO, CA 92101
PHONE (619) 533-4464 • FAX (619) 533-4474

WORK FORCE REPORT

The objective of the Equal Employment Opportunity is to ensure that contractors doing business with the City, or receiving funds from the City, will not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship.

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: _____

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ - _____ Fax Number: () _____ - _____

Name of Company CEO: _____

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ - _____ Fax Number: () _____ - _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: _____

Telephone Number: () _____ - _____ Fax Number: () _____ - _____

For Firm's: San Diego Work Force and/or Managing Office Work Force

I, The undersigned representative of _____

(Firm Name)

(County)

(State)

hereby certify that information provided herein is true and correct. This document was executed on this day of _____, 20____

(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: _____

DATE: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black (2) Latino, Hispanic, Mexican-American, Puerto Rican (3) Asian, Pacific Islander
 (4) American Indian, Eskimo (5) Filipino (6) Caucasian (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial														
Professional Specialty														
Engineers/Architects														
Technicians and Related Support														
Sales														
Administrative Support/Clerical														
Services														
Precision Production, Craft and Repair														
Machine Operators, Assemblers, Inspectors														
Transportation and Material Moving														
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*														

*Construction laborers and other field employees are not to be included on this page

TOTALS EACH COLUMN														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

GRAND TOTAL ALL EMPLOYEES	
---------------------------	--

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____

DATE: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black (2) Latino, Hispanic, Mexican-American, Puerto Rican (3) Asian, Pacific Islander
 (4) American Indian, Eskimo (5) Filipino (6) Caucasian (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Carpenter														
Drywall Installer														
Electrician														
Elevator Installers														
Finishers, Concrete or Terrazzo														
Glaziers														
Helpers, Construction Trade														
Ironworkers, Structural Metal Workers														
Laborers														
Millwrights														
Masons, Bricklayers														
Tile setters														
Operators														
Painters														
Pipe fitter, Plumbers														
Plasterers														
Roofers														
Security, Protective Services														
Sheet Metal, Duct Installers														
Welders, Cutters														
TOTALS EACH COLUMN														
GRAND TOTAL ALL EMPLOYEES														

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

EXHIBIT A

MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement (“MOA”) is hereby made by and among _____ (“Proposer”) and the City of San Diego (“City”), collectively referred to as the “Parties,” to memorialize their acceptance of the terms of the contract resulting to the Proposer’s successful proposal in response to the City’s Request for Proposal (“RFP”) No. _____.

Recitals

WHEREAS, the Proposer has submitted a proposal in response to the RFP, and in doing so has agreed that, should the proposal be successful, it will be bound by the terms of the Contract Documents as defined in the RFP: including the RFP; the City of San Diego’s General Provisions for Proposals dated January 18, 2005 (“General Provisions”); the proposal submitted (technical and price volume); the City’s award letter(s); the proposer’s Best and Final Offer (if any); the City’s written acceptance of any exceptions to clarifications incorporated in the proposal (if any); any exhibits, attachments, or addenda to any of the aforementioned documents; and any documents incorporated therein by reference;

WHEREAS, the City has determined that the Proposer’s proposal is the winning proposal and intends to award the contract to the Proposer on that basis;

THEREFORE, the Parties agree to the following:

Agreement

The Parties mutually agree that, as a result of the City’s acceptance of the Proposer’s proposal in response to the RFP, the Parties shall be mutually bound by the Contract Documents, as defined above. To the extent terms and conditions of the Contract Documents conflict with one another, the order of priority will be as follows: (1) the RFP takes precedence over conflicting terms in the General Provisions; (2) the General Provisions take precedence over conflicting terms in the proposal; and (3) exceptions and clarifications noted in the proposal take precedence over conflicting terms in the RFP and General Provisions only if expressly agreed to by the Parties in writing prior to execution of this MOA.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The Parties further agree that the Contract Documents, as defined above and memorialized in this MOA, constitute the entire agreement between the Parties.

Accepted and Agreed,

City of San Diego

Proposer

By:

By:

Date: _____

Date: _____

I HEREBY APPROVE the form and legality of the foregoing agreement this ____ day of _____, 20__.

Jan I. Goldsmith, City Attorney

By: _____

Attachment A



City of San Diego Expectations of Ethical Business Conduct (Effective date: 11/1/08)

Introduction

This document has been created to promote and enhance public trust and confidence in the integrity of the City of San Diego's ("City") procurement process, and to ensure that City officials and employees are independent, impartial and responsible to the City taxpayers.

The City operates in a highly regulated environment and, as a result has many rules and regulations that Contractors must follow. These consist of not only federal and state laws and regulations but also the City's own requirements. In their dealings with the City, Contractors are expected to exercise caution and avoid even the appearance of impropriety or misrepresentation. The City values the relationships that have been developed with its Contractors. These relationships have been built on a foundation of honesty, trust and a commitment to ethical business practices.

This document is a summary statement of the City's expectations concerning the ethical business conduct of contractors doing business with or on behalf of the City. By "Contractor" the City means any company or individual that provides or wants to provide a product or service or engage in a marketing partnership directly or indirectly to or with the City. By "Marketing Partnership" the City means a mutually beneficial business arrangement between the City and a Contractor, wherein the Contractor provides cash and/or in-kind services to the City in return for access to the marketing potential associated with the City.

Business Conduct

- A. **Provide Contracting Excellence** – Contractors are expected to deliver high quality, innovative and cost-effective goods and services to the City, so that the public is served with the best value for its dollars.
- B. **Employ Good Business Practices** – Contractors and their Representatives shall conduct their employment and business practices in full compliance with all applicable laws of the United States of America, the State of California, the County of San Diego, and the City, as well as all applicable City policies, including, but not limited to, the following:
- **Equal Employment Opportunity Contracting** – A Contractor cannot discriminate against an employee or applicant for employment or subcontractor on any basis prohibited by law. Contractors are not permitted to discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors, suppliers, and/or in the provision of goods, services, facilities, privileges, advantages and accommodations. Contractors must comply with the City's Nondiscrimination in Contracting Ordinance. [Municipal Code §§ 22.3501 through 22.3517]
 - **Equal Opportunity Outreach Program** - All Contractors doing business with the City, and their subcontractors, must comply with the requirements of the City's Equal Opportunity Outreach Program. [Municipal Code §§ 22.2702 through 22.2707]

- **Health and Safety** – Contractors shall provide a safe and healthy work environment as set forth in any Agreement with the City and shall fully comply with all insurance carrier mandated safety requirements and all applicable safety and health laws, regulations, and practices.
 - **Americans with Disabilities Act/Title 24** - A Contractor awarded a contract, lease, or grant by the City must comply with Council Policy 100-04 relating to the federally mandated Americans with Disabilities Act (ADA) and Title 24 of the California Code of Regulations (California Physical Access Laws).
 - **Drug Free Environment** – Contractors, in the performance of their duties and obligations, shall comply with the City’s Drug-Free Workplace requirements [City of San Diego Resolution No. R-277952 adopted May 20, 1991, Council Policy 100-17].
 - **Cooperative Environment** - A Contractor shall be responsible for working in harmony with all others involved with this Contract. Employees and agents of Contractor shall, while on the premises of the City, comply with all City rules and regulations.
 - **No Harassment** – A Contractor shall not engage in any sexual or any other harassment, physical or verbal abuse, or any other form of intimidation with respect to its own or any City Official or employee.
 - **Living Wage Ordinance** - Many Service Contractors, Financial Assistance Recipients and/or City Facility Employers may be required to comply, and require each of its subcontractors to comply, with the provisions of the City’s Living Wage Ordinance. Contractors should consult the ordinance and their legal counsel to determine its applicability. [Municipal Code §§ 22.4201 et seq.]
- C. **Compliance with City Procurement Process** – Contractors shall comply with all City laws, regulations policies, procedures, and requirements governing the City’s procurement process. For more information, see Municipal Code §§ 22.3001 et seq. [Contract Definition, Competitive Bidding Procedures and Contract Alterations], §§ 22.3101 et seq. [Public Works Contracts], §§ 22.3201 et seq. [Contracts for Personal Services, Goods and Consultants], §§ 22.3301 et seq. [Design-Build Contracts], §§ 22.3401 et seq. [Alternative Procurement of Design-Build Contract for Qualifying Complex Public Facilities], §§ 22.3501 et seq. [Nondiscrimination in Contracting], §§ 22.3601 et seq. [Bidding and Award Requirements for Minor Public Works Contracts] and Purchasing and Contracting Department’s “Vendor Information” web page - <http://www.sandiego.gov/purchasing/vendor/index.shtml>.
- D. **Use of City Resources** – Contractors and their Representatives shall use City assets (including, but not limited to, time, property, supplies, services, consumables, equipment, technology, intellectual property, and information) only for City business-related purposes.
- E. **Confidentiality** – Contractors and their Representatives shall protect and maintain confidentiality of the professional services they provide to the City, *unless*, otherwise specifically authorized by the City, in writing, or otherwise legally mandated by law.

- F. **Marketing Partnerships** - The City accepts the principle that Contractors may become marketing partners with the City in sponsorship of City-approved programs, projects, events, facilities or activities where such partnerships are mutually beneficial to both parties in a manner consistent with all applicable policies and ordinances set by the City. Under conditions of Council Policy 000-40, City staff may solicit marketing partnerships for the City.
- G. **Affiliation with the City** – Contractors are expressly prohibited from producing any advertisement that refers to the City as a user of a product, material or service of the Contractor or any subcontractor, material supplier, vendor or manufacturer, without a written agreement from the Mayor or his/her designee. This rule does not preclude a contractor from identifying the City of San Diego as a reference or as a former client in proposals for work submitted to other corporate, government or other legal entities. [City Council Policy 000-40; City Council Policy 000-41]
- H. **Product Endorsement** – Endorsements by the City or its employees of commercial products or services of a Contractor, when such endorsement will be used by the Contractor for advertising purposes are prohibited unless there is a written agreement from the Mayor or his/her designee. An agency or organization which in whole or in part receives City funds shall adopt and follow a similar policy prohibiting that agency's or organization's endorsement of commercial products or services. [City Council Policy 000-40; City Council Policy 000-41; Administrative Regulation 95.65]
- I. **Gift Limits/Prohibitions** – Contractors and their Representatives shall abide by the City's gift/favors limitations, as related to City officials/employees, and as set forth in Municipal Code § 27.3501, Council Policy 000-4 and Administrative Regulation 96.50 § 3.4.

Companies, contractors or vendors are not permitted to give to an employee of the Purchasing & Contracting Department any gifts, gratuities, meals, or favors so as not to give even the appearance of a conflict of interest.

- J. **Campaign Contributions** - All Contractors and subcontractors are charged with full knowledge of the requirements of San Diego Municipal Election Campaign Control Ordinance [Municipal Code § 27.2901 et seq.] regarding the making of campaign contributions, and shall not violate or conspire with any other person to violate this ordinance.
- K. **Employment of Former City Employees** – A Contract may be unilaterally and immediately terminated by the City if the Contractor or any of its Subcontractors and/or Subconsultants knowingly employs an individual who, within the twelve (12) months immediately preceding such employment did, in the individual's capacity as a City officer or employee, participate in, negotiate with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the Contractor and its Subcontractors and or Subconsultants. [Council Policy 300-11]

As well, City employees are not permitted to negotiate future employment with any Contractor, in the instance where the employee's City employment status could create an advantage not available to other individuals, firms or organizations. [Administrative Regulation 95.60 § 3.10]

- L. **Communications Limitations** – Contractors and their representatives shall observe communication limitations with City Officials and employees during the times of the procurement/contracting process, as set out by City Purchasing and Contracting Department policies, to ensure that the process is shielded from even the appearance of undue influence.

If a Contractor employs a former City employee, that former City employee is not permitted to communicate with any City employee on any issue or matter in which the former City employee had official responsibility or participation, for a period of one year from the former employee's final date of employment. [Administrative Regulation 95.60 § 3.10]

Conflict of Interest/Disclosure Obligations

Contractors are subject to all federal, state and local conflict of interest and disclosure laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, California Government Code sections 1090, et seq. and 81000, et seq., California Corporations Code §§ 7230-7238 and §§ 5230-5240, City of San Diego City Charter § 225, the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595, the “Conflict of Interest and Procurement Policy for Non Profit Corporations Contracting with the City of San Diego” and as required a City department policy or regulation. Some Contractors, under certain specified circumstances, may be required to file a Statement of Economic Interest.

Political Activity

For contracts funded by federal sources or Transient Occupancy tax funds, contractors and subcontractors are prohibited from using funds, personnel, or materials received for certain lobbying or political activities. Any prohibitions on the use of contract funds for lobbying or political activities will be specified in the contract language.

Transparency in Lobbying

Contractors and their Representatives shall abide by City’s Municipal Lobbying Ordinance [Municipal Code § 27.4000 et seq.] and register and fulfill the associated requirements, if they qualify as lobbying firms, organization lobbyist, or expenditure lobbyists as defined by Municipal Code § 27.4002.

False Claims

Contractors who make false charges on claims for any payment submitted to the City violate the California False Claims Act, Cal. Government Code §§ 12650-12655.

Violation of Anti-Competitive Business Practices or Unfair Trade Practices

Contract bidders shall not engage in any acts or omissions, in violation of federal, state or municipal law, the City Charter, or City policies and regulations, involving anti-competitive practices, unfair trade practices, collusion, contingent fees, gratuities, kickbacks, contemporaneous employment, or similar violations creating an unfair influence on the public bidding and award process pertaining to a contract or proposal, in violation of federal, state, or municipal law, the City Charter, or City policies and regulations, shall void the contract. In addition to any other remedies or damages allowed by law, the bidder shall be liable to the City for all damages the City incurs and shall be subject to debarment.

Enforcement

Enforcement of these provisions may be found in your contract and in local, state and federal law.

This document does not address all ethical issues which may arise in the course of doing business with the City. Nor does it describe all legal contracting requirements that Contractors, doing business with the City, are required to comply with. Because the principles described in this document are summary in nature, Contractors are responsible for reviewing all applicable local, state and federal law, as well as the City Charter, ordinances, policies, procedures and regulations for more specific information and instruction.

Contractors should consult with their legal counsel if there are questions concerning compliance with applicable local, state or federal laws.