



CITY OF PLACENTIA
REQUEST FOR PROPOSALS
FOR
9-1-1 ADVANCED LIFE SUPPORT
EMERGENCY MEDICAL SERVICES

RFP No. 2018-01

Issued: December 20, 2018

Responses Due: February 28, 2019, by 5:00 p.m. (PDT)

Submit RFP Response to:

Karen O'Leary
Deputy City Clerk
City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

City of Placentia
Request for Proposals
Specifications, Terms and Conditions
for
9-1-1 Advanced Life Support
Emergency Medical Services

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A. STATEMENT OF WORK

1. Intent

The City is soliciting proposals from qualified Service providers for 9-1-1 Advanced Life Support (ALS) Emergency Medical Services (EMS) and to provide the functions of EMS training, EMS care, continuous quality improvement administration, and EMS care medical oversight for other City Departments (including but not limited to Police, and Emergency Management) as needed. Support to other City Departments may include support for designated EMS trained personnel assigned to the Police tactical units, K-9 units, and other applicable programs such as the City's Community Emergency Response Team (C.E.R.T.) program, CPR/AED training for City employees, and potential future community paramedicine program.

The term of this agreement shall be for five (5) years with an option to extend the agreement an additional five (5) years based on the mutual consent of both parties provided service provider has met the requirements of the City and earned the right to negotiate for a renewal based on performance criteria. The City shall make the offer of extension to service provider at least 12 months prior to the scheduled end of the term of the Agreement or any previously granted extension.

The City has retained its authority to provide or contract for EMS services including 9-1-1 basic life support (emergency medical technician) level first responder services and advanced life support (paramedic) services without lapse, either by directly providing such services itself or by a designated service provider pursuant to a written contract approved by a formal act of the City Council as provided for under California Health and Safety Code §1797.201 (hereinafter referred to as ".201 protection"). The City's intent is to maintain its current .201 protection status and obligation to continue to ensure the same level of EMS coverage, response times, resources at incident scenes, and training.

Concurrent to this proposal process for 9-1-1 Emergency Medical Services, the City will also be seeking proposals from qualified service providers for a full-service fire suppression, prevention and investigation contract which shall also include Hazmat response and Urban Search and Rescue. The City will award separate contracts with separate scopes of work for both service types although qualified service providers are encouraged to submit proposals for both fire protection and 9-1-1 ALS emergency medical services.

2. Background

The City of Placentia ("City") is a suburban bedroom community of 6.6 square miles and approximately 53,000 residents. The City currently contracts with the Orange County Fire Authority (OCFA) to provide fire suppression, prevention and investigation services along with 911/advanced life support paramedic services. As part of its agreement with the OCFA, the City leases to the OCFA two fire stations it owns located at 120 S. Bradford Avenue and 1530 N. Valencia Avenue (Bradford Fire Station and Valencia Fire Station, respectively.)

The City has contracted with the OCFA since 1995 when the Authority was first created and had previously contracted with the Orange County Fire Department prior to the County's dissolution of its fire department. Prior to June 1975, the City of Placentia Fire Department provided fire protection and paramedic/emergency medical services to the community. The City's existing agreement with the OCFA is set to expire on July 1, 2020.

The City is served by a County-contracted private ambulance service provider for all 9-1-1 ambulance transportation service requests originating within the City under a separate agreement between the ambulance service provider and the Orange County Health Care Agency. The private ambulance service provider's ambulances serving the City are each staffed with two emergency medical technicians.

The City's current 9-1-1 ALS EMS Service provider provides all 9-1-1 BLS, ALS EMS first-responder services and all 9-1-1 ALS paramedic patient care services required during ambulance transport in the County's ambulance service provider's ambulance

vehicles by accompanying the ambulance service provider's personnel to the receiving hospital when needed.

3. Scope

The City of Placentia is a Charter City and a political subdivision of the State of California with authority for designating emergency medical services first responders at the basic life support (emergency medical technician) and advanced life support (paramedic) levels through a competitive procurement process. The City desires to enter into an agreement with the selected EMS service provider to deliver the services specified in this RFP.

A successful EMS provider system has three major consumer objectives: 1) prevent lost lives and care for the sick and injured; 2) reliable response times to emergencies; 3) provide these services in a fiscally prudent and responsible manner. The City seeks to meet these objectives now and, in the future, while ensuring good value for the community. One of the goals of the City's public safety program is to sustain a high-performance emergency medical services response system. Essential elements of this high-performance system include:

- Effective response to requests for EMS assistance
- Effective advanced life support programs
- Effective basic life support services
- Continuing education for EMS credentialed personnel
- Continuous quality improvement review processes
- Coordinated response capabilities between Fire, Police, EMS and other City departments
- Effective planning and training for emergency response to natural or man-made disasters
- Effective recording and collecting of data related to every response

4. EMS Call Statistics:

The following table provides service call statistics for EMS incidents for calendar years 2015-2017 as reported by the OCFA:

Year	EMS Incidents
2015	2,367
2016	2,416
2017	2,668

5. Minimum Service Provider Qualifications/Specific Requirements:

5.1 Proposer’s EMS Qualifications. To be eligible for consideration in this procurement process and to be awarded a contract pursuant to this solicitation, responders to this solicitation must be able to demonstrate their ability to meet the minimum service provider qualifications which shall include:

- Currently have or demonstrate the ability to obtain prior to final contract award, all necessary licenses, certifications, permits and accreditations required to serve as an 9-1-1 ALS service provider within the state of California and the County of Orange. The City’s selected service provider shall enter into a provisional award of contract pending the service provider’s successful completion of the County accreditation process inclusive of accredited paramedics to be assigned to the City. The service provider shall have a maximum of 6 months to complete the accreditation process. Should the selected service provider be unsuccessful in securing the required accreditation’s, the City shall enter into a provisional award of contract with the next highest rated service provider to begin the County accreditation process.
- Currently have, or demonstrate the ability to obtain prior to contract award, a California EMS continuing education provider program approval certificate issued by OCEMS or other equivalent EMS Education provider approving entity authorized by the California EMS Authority.
- Currently have at least one-year of experience as an approved provider of advanced life support (paramedic services) service provider in an organized EMS system. Providers with greater experience in the provision of advanced life support services will receive higher points

in the applicable scoring category based on such demonstrated experience.

- Currently be licensed for at least one-year in providing ALS paramedic services in Orange County as either a 9-1-1 ALS service provider or an IFT ALS service provider or demonstrate the ability to obtain such licensing prior to contract award. Those Proposers currently providing 9-1-1/ALS services in other communities and who are able to demonstrate the ability to obtain such licensing in Orange County prior to contract award will also be considered and its proposals scored based on their experience in providing 9-1-1/ALS services, and their submitted plan for licensure offered in their proposal. Demonstration of such ability to achieve licensure may include the submission of proof of a letter of intent issued to Proposer by Orange County EMS indicating its intent to process a 9-1-1 ALS service provider application within the necessary timeframes set forth herein. Accompanying such letter, Proposers should still indicate a detailed description of their license application submission plan. Alternately, Proposers may submit a detailed plan in their proposal which clearly outlines Proposer's application submission plan to Orange County EMS which illustrates clear evidence that the Proposer can reasonably achieve ALS service provider licensure within the required timeframe to be fully licensed prior to contract award. Proposers submitting 9-1-1 ALS service provider licensure plans will be scored in the applicable category based on the evaluators review of the detailed specify of Proposer's licensure approval plan including timelines with milestone dates.

5.2 Proposer's Financial Stability. To be eligible for consideration in this procurement process and to be awarded a contract pursuant to this solicitation, responders to this solicitation must be able to demonstrate their financial stability and ability to maintain the financial strength to fulfill the obligations under a resultant contract. Proposers shall submit the following documents within their proposals:

5.2.1.1 **Financial Statements** - Proposers shall document the organization's current estimated net worth and the form of the net worth (liquid and non-liquid assets) or fund balance reserves if the proposer is a public agency. The Proposer shall provide evidence that clearly documents the financial history of the organization and demonstrates that it has the financial capability to handle the expansion (including implementation and start-up costs) necessitated by the award of the Agreement. The Proposer shall include copies of externally audited financial statements or certified annual financial reports (CAFR) for the most recent three-year period. If consolidated financial statements are utilized, the individual program unit's financial statements must be separately shown. If the Proposer is part of a larger system, furnish the financial statements of the parent entity. Such a parent entity shall be required to guarantee the performance of the proposer.

5.2.1.2 **Working Capital** - Proposers shall document the estimated amount of working capital that will be committed to the startup of the Agreement if awarded. Document the method of financing, attach any endorsement documents necessary, of all startup and operational costs including, but not limited to, the initial ambulance fleet and equipment required to begin operations if the Agreement is awarded. Document the amount of funding that will be dedicated to "Reserve for Contingencies", for the startup of this Agreement, if awarded.

5.2.1.3 **In-Kind Support** - Proposer shall disclose all financial and in-kind support or funding from existing sources that will support the provision of 9-1-1 ALS EMS within the City of Placentia. This includes but is not limited to disclosing the full cost allocation for services including, but not limited to, risk management, insurance, purchasing, maintenance, legal and human resource, or other functions if those functions are not solely dedicated to 9-1-1 ALS EMS

in the City of Placentia and fully funded within the patient charges proposed. In-kind cost subsidies from the City for the initial 5-year agreement term are included within this contract scope of work. These include no lease payments for use of the City's fire stations, no charge for City dispatching services, no annual franchise fee, City fuel allowance for ambulance fleet, and a provision for a paramedic subscription service. In addition, the City will consider a potential three-way vehicle lease agreement for service provider's vehicles in order to register the vehicles with the State as Exempt from annual registration fees.

- 5.3 **Outstanding/Pending Litigation.** Proposers shall provide a statement within their proposals that the Proposer or its parent company and all its services or operations either has no pending litigation, or describe legal actions pending and the status as of the date of proposal submission. Service provider shall agree to notify the City within twenty-four (24) hours of any litigation or significant potential for litigation of which Service provider is aware.
- 5.4 **Current Contracts in Good Standing.** Proposers shall provide a statement within their proposals that all existing contracts with any governmental jurisdiction are in good standing with no delinquent obligations, financial or otherwise. Failure to provide accurate information may lead to disqualification.
- 5.5 **Governmental Compliance Requirements.** In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each Proposer will be screened at the time of RFP response to ensure Proposer, its principal and their named subservice providers are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- 5.5.1.1 The City will verify Proposer, its principal, and their named subservice service providers are not included in the database maintained by Federal Office of Inspector General U.S. Department of Health and Human Services [Exclusions Database](#).
- 5.5.1.2 Proposers are to complete a Debarment and Suspension Certification form, (Exhibit C), certifying Proposer, its principal and their named subservice providers are not debarred, suspended or otherwise excluded by the United States Government.

6. ALS Service Provider Reimbursement Revenue

Under the existing agreement with the County, the County's ambulance service provider is required to reimburse the City's designated 9-1-1 ALS EMS provider for BLS/ALS patients transported by the ambulance service provider from locations within the City for ALS assessment services provided on-scene or ALS services performed during ambulance transport to the receiving hospital.

The selected proposer will be responsible for establishing an agreement with the 9-1-1 BLS Emergency Transport Provider to ensure reimbursement of the ALS Paramedic Assessment Reimbursement Rate. As of the issuance of this solicitation, the ALS Reimbursement Rate is \$274.38 per transport with ALS services. The County Board of Supervisor's maximum rate is \$387.35.

For Medicare patients, including patients covered under Medi-Medi plans, or Medicare+Choice Plans that use Medicare rates as a basis for payment in full, the ambulance service provider is only obligated to reimburse the City's ALS EMS provider the ALS increment amount. The ALS increment amount is defined as the Medicare allowed amount for a given ALS service (i.e. ALS 1 or ALS 2) and the Medicare allowed amount for BLS emergency services, prior to the twenty percent (20%) co-payment deduction.

For certain patients designated as Zero-Pay patients, the County's ambulance provider is not required to reimburse the City's designated ALS EMS provider for services rendered by it to these patients. Zero-pay patients are defined as patients whose only

method of healthcare coverage or insurance is provided by a state or local subsidized health care program (e.g. Medi-Cal, CalOptima, California Child Services, Medical Services Network).

The County's ambulance service provider is required to make all applicable ALS EMS provider reimbursements monthly within 90 days on the first day of each month.

Service provider shall provide City with an accounting of all the activities and transactions related to Service provider ALS EMS provider reimbursement program on a quarterly basis, within 45 days of the end of each quarter, and provide City with an annual report inclusive of the program's previous quarterly data presented in an annualized form within 45 days of the end of the Service provider's fourth quarter each year.

7. EMS First-Responder Fees

Service provider may charge and bill for 9-1-1 EMS first-responder services provided on EMS calls at both the BLS and ALS levels if it is not receiving an annual City financial subsidy. Working with the City's dispatching services, service provider shall have an established dispatch priority protocol that is approved by the City and Orange County EMS which provides the pre-determined algorithms dispatchers will employ when assigning service provider's EMS units and seeking assistance from the fire protection service provider for additional resources when needed. Such fees will be based on those set forth in service provider's proposal that are approved by the City Council and incorporated into Service provider agreement. These fees may be adjusted annually based on the Consumer Price Index for all Urban Consumer for the Los Angeles-Long Beach- Anaheim region for the previous 12-month period. Service provider shall submit a formal request to the City requesting any CPI adjustments and provide documentation supporting the adjustment request which may be approved administratively.

Service provider shall provide City with an accounting of all the activities and transactions related to Service provider EMS First-Responder Fee program on a quarterly basis, within 45 days of the end of each quarter, and provide City with an annual report inclusive of the program's previous quarterly data presented in an annualized form within 45 days of the end of the Service provider's fourth

quarter each year. Service provider shall be responsible for invoicing and collection of all EMS first-responder fees.

8. EMS Subscription Plan

Service provider may create, employ and participate in an EMS Subscription Program based on such program criteria set forth in Service provider's proposal that are approved by the City Council and incorporated into Service provider's agreement.

The basis of this plan would be to allow City residents and businesses the opportunity to become a subscriber of the plan to provide for them to pay a subscription fee and not be charged out-of-pocket for EMS fees at the time of service for services rendered to them by the Service provider on an EMS call. This plan would only cover the services provided by the Service provider and not include services provided by the City fire protection services provider or the County contracted ambulance service provider.

Under any such model, Service provider will be solely responsible to design, administer and conduct all aspects of its EMS Subscription Plan including registering subscription plan members, plan features, billing and collecting of subscription fees and performing all required record keeping related to the subscription plan. The EMS Subscription Plan shall be incorporated into the final EMS agreement between the service provider and City.

Service provider shall provide City with an accounting of all the activities and transactions related to Service provider's EMS Subscription Plan on a quarterly basis, within 45 days of the end of each quarter, and provide City with an annual report inclusive of the plan's previous quarterly data presented in an annualized form within 45 days of the end of the Service provider's fourth quarter each year.

9. City's Intent for a Zero City-Subsidy EMS Service Model

Recognizing it must work in partnership and collaboration with the service provider, the City has incorporated several revenue generating models into this RFP with the intent to mitigate or minimize the need for the City's 9-1-1 ALS service provider to

receive an annual operating subsidy to fully fund the required operations performed by the service provider under a resultant agreement.

However, the City recognizes a modest annual subsidy beyond those outlined above in Section 5. 2. 1. 3 may be required to allow Service provider to remain financially viable and maintain the ability to perform all required services set forth in the resultant agreement. Therefore, the City encourages Proposers to describe additional proposed revenue models and other service model innovations and operational cost savings which will result in further mitigating or eliminating the need for a City-Subsidy to support service provider's operations under a resultant agreement. The City is open to alternative service models that demonstrate a quality of care and response time that meets or exceeds current service levels while improving cost efficiencies. It should be noted that an annual subsidy shall be limited to the initial five-year term of the agreement with the annual amount negotiated as part of a proposer's best and final offer. Should an annual subsidy be implemented, the service provider will not be allowed to charge an EMS First-Responder Fee.

The City is offering certain innovative in-kind services to assist service provider defray associated operating costs including forgoing no lease payments for use of the City's fire stations, providing City dispatching services to service provider at no cost, not assessing service provider an annual franchise fee, establishing a City fuel allowance for service provider's EMS vehicles serving the City, and providing City approval for the provision of an EMS subscription plan. In addition, the City will consider a three-way vehicle lease arrangement for the purpose of registering the service provider's vehicles serving the City as Exempt from annual registration fees.

B. INSTRUCTIONS TO PROPOSERS

1. City's Designated Contact/Ex-Parte Communication Ban

All contacts during this competitive process is through designated Placentia City staff only. The evaluation phase of the competitive process shall begin upon issuance of the RFP to the public and shall continue until an Agreement has been awarded. Proposers, either directly or indirectly or through intermediaries, lobbyists, organized labor or other agents shall not contact or lobby evaluators, elected

officials or other City staff from the time the RFP has been issued and released to the public until an Agreement has been awarded. **Attempts by Proposers to contact evaluators, elected officials or other City staff during this time period shall result in disqualification of that Proposer.**

The purpose of this communication ban is to ensure a fully transparent and level playing field for all Proposers. All Proposers will be required to acknowledge this requirement with the attached certification. See EXHIBIT D.

2. Proposer's Designated Contact

At the Proposers' Conference, a Proposer's Dedicated Contact form will be available for each proposer to complete and submit to the City's representative at the conference.

The form will provide for the submitting proposer to indicate the contact information of the individual the Proposer is designating to serve as the Proposer's primary dedicated contact for communications between designated City staff and the Proposer.

The form will also provide the Proposer to indicate the contact information of a second individual the Proposer is designating to serve as the Proposer's secondary dedicated contact for communications between designated City staff and the Proposer in the event the Proposer's primary designated contact is unavailable.

Only the two individuals indicated on this form shall communicate with the City's designated City staff members. Contact made to City staff by any other individual representing the Proposer related to this RFP process is not permitted.

Attempts by Proposers to contact evaluators, elected officials or other City staff during this time period shall result in disqualification of that Proposer. All communications must follow the protocols outlined in Section 4 of this RFP.

3. RFP Calendar of Events

Event	Date
RFP Issued	December 20, 2018
City Hall Holiday Closure Dates	December 21, 2018 – January 6, 2019
Final Requests for Information Due	February 15, 2019
Final RFP Addendums Due (City)	February 22, 2019
Proposals Due	5 p.m. PST, February 28, 2019
Proposal Evaluation Period	March 2019 – April 2019
City Council Award of Contract (TBD)	April 2019 - May 2019
Contract Service Period Begins	12:00 a.m., July 1, 2020

4. Requests for Information

The City has created a web portal specific to this solicitation to provide online access to all information and materials provided for this RFP. All questions regarding these specifications, terms and conditions are to be submitted in writing only as official Requests for Information (RFI) so that the questions can be shared publicly. All RFIs submitted before the final deadline to submit RFIs as well as the City's written responses to RFIs will be answered and posted to the City's website and available for the public to review. RFIs may be submitted at any time and the City shall endeavor to provide formal responses to each RFI within five business days. No RFIs will be accepted beyond the due date noted above. Any addendums to this RFP shall also be posted to the City's website. It is the responsibility of all Proposers to check the City's website periodically to download all responses to RFIs as well as any addendums to this RFP. Proposers shall acknowledge and attach any and all addendums issued for this RFP. Failure to acknowledge any addendum issued for the RFP shall give cause to deem your proposal non-responsive and rejected. SEE EXHIBIT E.

All RFIs should be directed to:

Jeannette Ortega, Assistant to the City Manager
Email: fireemsinfo@placentia.org

A copy of this RFP, RFIs and their responses, RFP addendums and other associated information relative to this solicitation will be posted on the City's website at: www.placentia.org/fireemsrfp.

4.1 Proposal due date, time, location:

**February 28, 2019 at 5 p.m.
at
Placentia City Clerk's Office
401 E. Chapman Avenue
Placentia, CA 92870**

C. SUBMITTAL OF PROPOSALS

1. Proposers' shall submit proposals in response to this RFP in accordance with the provision set forth herein.
 - 1.1 It is the responsibility of each Proposer to be familiar with all the specifications, terms and conditions of this RFP. By the submission of a Proposal, the Proposer certifies that, if awarded an Agreement, they will make no claim against the City based upon ignorance of conditions or misunderstanding of the specifications.
 - 1.2 All proposals must be SEALED and must be received by 5:00 p.m. on February 28, 2019. Proposals are to be addressed to:

City of Placentia
9-1-1/ALS Request for Proposals
401 E. Chapman Avenue
Placentia, CA 92870

And delivered to:
Karen O'Leary, Deputy City Clerk
401 E. Chapman Avenue
Placentia, CA 92870

- 1.3 **NOTE: LATE AND/OR UNSEALED PROPOSALS WILL NOT BE ACCEPTED.**

- 1.4 Proposals will be received only at the address shown above and the date and time indicated in the Calendar of Events. Any proposal received after said date and/or time or at a place other than the stated address will not be considered and will be returned to the Proposer unopened
- 1.5 All proposals, whether delivered by an employee of Proposer, U.S. Postal Service, courier or package delivery service, must be received prior to the time designated.
- 1.6 Proposer's name and return address must also appear on the mailing package.
- 1.7 No email (electronic) or facsimile proposals will be considered.
- 1.8 Proposer acknowledges all RFP terms and conditions and, by submission of its proposal, indicates the ability to perform in accordance with all specification herein.
- 1.9 Submitted proposals shall be valid for a minimum period of one (1) year from the submittal date.
- 1.10 All costs associated with the preparation and submission of a proposal shall be borne by Proposer.
- 1.11 Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California Corporations Code or an equivalent statute.
- 1.12 Proprietary or Confidential Information:
 - 1.12.1 No part of any proposal is to be marked as confidential or proprietary.
 - 1.12.2 City may refuse to consider any proposal or part thereof so marked.
 - 1.12.3 All proposals shall become the property of City.

- 1.12.4 City reserves the right to make use of any information or ideas contained in submitted proposals.
 - 1.12.5 This provision is not intended to require the disclosure of records that are exempt from disclosure under the California Public Records Act (Government Code Section 6250, et seq.) or of "trade secrets" protected by the Uniform Trade Secrets Act (Civil Code Section 3426, et seq).
 - 1.12.6 Proposals submitted in response to this RFP may be subject to public disclosure.
 - 1.12.7 City shall not be liable in any way for disclosure of any such information.
- 1.13 All other information regarding the proposals will be held as confidential until the RFP Review Committee has completed its evaluation and, or if, an award has been made. Proposers will receive mailed award/non-award notification(s), which will include the name of the Proposer chosen. In addition, award information will be posted on the City's website, www.placentia.org/fireems.
- 1.14 Each proposal received, with the name of the Proposer, shall be entered on a record, and each record with the successful proposal indicated thereon shall, after the award of the order or Agreement, be open to public inspection. At the Proposal Opening, the City Clerk staff will announce the name of each Proposer from whom a proposal was received. No other information regarding the proposals received will be disclosed until after the award as set forth above.

2. PROPOSAL FORMAT

Proposals must be signed in ink by an authorized officer or employee of the company or public entity. Proposals shall incorporate all information requested in this RFP, in the order listed. City performance standards for the provision of 9-1-1 ALS EMS functions required to be performed by the service provider are

identified in the Scope of Work (Exhibit A) of this RFP and shall be addressed in the manner stipulated for each standard.

2.1 It is the intent of the City to ensure that all Proposals be concise and directly respond to the required information in this RFP. To facilitate the proposal evaluation process, the following requirements shall be adhered to:

2.1.1 Submit twelve (12) copies of the complete written Proposal. An electronic version of the entire Proposal in a Portable Document Format (.pdf) shall be included with the printed version on a CD, DVD or USB drive.

2.1.2 Submitted Proposals

- Binder #1 shall contain the narrative response to this RFP including all required forms and shall be contained within one (1), 1-inch, three- ring binder. Separate forms are available that can be completed electronically for submission with your response.
- Binder #2 shall contain all attachments, if any.

2.1.3 Narrative- Binder #1: The proposal may begin with a brief executive summary (not more than three pages) of the highlights and overall benefits of the proposal to the City. To facilitate comparison and scoring of proposals, the mandatory Table of Contents must be adhered to. Any material deviation from these requirements may be cause for rejection of the proposal, as determined at the City's sole discretion. The narrative portion shall abide by the following specifications:

- Table of Contents must include corresponding page number and pages must be numbered sequentially
- Tabs must separate each section of the proposal
- Font - Times New Roman, no smaller than 12-point
- Line spacing no less than 1.5 lines

- Double -sided page printing
- Standard 8.5" by 11" paper

2.1.4 Attachments- Binder #2: Proposers may elect to use reference attachments in the Proposal to provide additional detail. All attachments should be incorporated into a second binder and each attachment shall be labeled, page numbered and referenced in the narrative.

2.1.5 Cost proposals shall be submitted in the same format as outlined in Exhibit B attached hereto.

3. EVALUATION PROCESS/SELECTION COMMITTEE / CRITERIA

3.1 All acceptable proposals will be evaluated by a RFP Review Committee.

3.1.1 The RFP Review Committee will be composed of two City Council members, the Chief of Police, Director of Finance, City Emergency Services Coordinator, two subject matter experts in fire protection services and EMS, and a member of Citizen's Fiscal Sustainability Taskforce.

3.1.2 The RFP Review Committee will identify the most qualified service provider in accordance with the evaluation criteria set forth in this RFP and shall provide a recommendation to award a contract to the City Council. Evaluation of the proposals shall be within the sole judgment and discretion of the RFP Review Committee.

3.2 All contact during the evaluation phase shall be through the designated City contact person only. Proposers shall not contact or lobby evaluators, elected officials or other City staff during until an Agreement has been awarded by the City Council. Attempts by Proposer, either directly or indirectly through lobbyists, organized labor or other agents to contact and/or influence members of the RFP Review Committee,

elected officials or other City staff **will** result in disqualification of the Proposer.

- 3.3 The RFP Review Committee will evaluate each proposal meeting the minimum qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risk of the City's requirements, as set forth in this RFP.
- 3.4 As a result of this RFP, the City intends to award an 9-1-1 ALS EMS Agreement to the responsible Proposer whose response conforms to the RFP and whose overall proposal presents the greatest value to the City. The City may reject any Proposal and may waive, to the fullest extent permitted by law, any informalities or minor irregularities therein not involving price, time or changes in the services provided. The goal is to award an agreement to the Proposer that offers the City the best quality and experience, as determined by the combined weight of the evaluation criteria, but at a cost that is fiscally prudent and sustainable over the long-term. Furthermore, the City reserves the right, in its discretion, to reject all Proposals and issue a further request for proposals.
- 3.5 In evaluating Proposals, City will consider the information provided in the Proposal, the compliance with the prescribed requirements, and such other data as may be requested in this RFP, or any other information requested, provided or discovered prior to the Notice of Award.
- 3.6 Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. Other information may be added to further support the evaluation process whenever such additional information is deemed appropriate in considering the nature of the services being solicited.
- 3.7 The City may conduct any investigations the City deems necessary to assist it in its evaluation of any Proposal and to establish the Proposer's responsibility, qualifications and

financial ability (and that of its proposed subservice providers, suppliers, and other persons and organizations) to perform in accordance with the Agreement and the Proposal, to City's satisfaction, and within the prescribed time.

3.8 Evaluation Criteria: Each criterion in the table below will be evaluated based on:

3.8.1 How well the Proposal demonstrates an understanding of the requirements of the RFP;

3.8.2 The description of the methodology that will be used to meet the requirements; and

3.8.3 The likelihood of success based on the reasonableness of the approach, the commitment of resources, and adequate infrastructure to support the proposal.

3.9 Scoring Areas and Weights for Each Area: See table below:

Evaluation Criteria	Weight
1. Completeness of Response: Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda or that fail to address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.	<i>Pass/Fail*</i>
2. EMS Qualifications – ALS Service Provider Experience	100 Points
3. EMS Qualifications – Continuing Education Provider Status	50 Points
4. EMS Qualifications – Orange County ALS Provider Licensure Status	200 Points
5. Financial Stability	<i>Pass/Fail*</i>
6. Outstanding/Pending Litigation	<i>Pass/Fail*</i>
7. Contract Standing Status	<i>Pass/Fail*</i>
8. Governmental Compliance	<i>Pass/Fail*</i>
9. ALS Service Provider Reimbursement Acknowledgement	<i>Pass/Fail*</i>
10. EMS First-Responder Fees	150 Points

11. EMS Subscription Plan	<i>50 Points</i>
12. Cost Proposal	<i>500 Points</i>
13. Performance Guarantee Bond Acknowledgement	<i>Pass/Fail*</i>
14. Dispatch Service Interface Plan	<i>50 Points</i>
15. Desired Service Level	<i>250 Points</i>
16. Administrative and Support Services	<i>50 Points</i>
17. Personnel Standards	<i>100 Points</i>
18. Operational Design	<i>200 Points</i>
19. Response Time Performance	<i>300 Points</i>
20. Patient Care Reporting and Data Submission	<i>50 Points</i>
21. Continuous Quality Improvement Plan	<i>50 Points</i>
22. Clinical and Operational Benchmarking/Quality Measures	<i>300 Points</i>
23. Clinical Levels and Staffing Requirements	<i>50 Points</i>
24. Work Schedules and Human Resources Practices	<i>50 Points</i>
25. Reporting and Billing Requirements to the City	<i>50 Points</i>
26. Start-Up Plan	<i>50 Points</i>
27. Insurance and Indemnification	<i>Pass/Fail*</i>
28. Proposal Representations	<i>Pass/Fail*</i>
29. Proposer Included Verifiable References in Exhibit G	<i>Pass/Fail*</i>
30. Proposer Included a Viable Proposed Operating Budget in Exhibit I	<i>Pass/Fail*</i>
Total Possible Points: 2,600 Points	

*Pass/Fail criteria represent minimum requirements and are not assigned a point value. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days after agreement awarded and/or at the completion of the competitive process.

4. NOTICE OF AWARD

- 4.1 At the conclusion of the RFP response Evaluation Process, all Proposers will be sent a Notice of Award in writing by certified mail, return receipt requested, of the Agreement award recommendation, if any.

- 4.2 The City retains the right to reject all bids and to not award an Agreement. Proposers will be notified if this is the outcome the City has chosen.
- 4.3 The Notice of Award will provide the following information:
 - 4.3.1 The name of the Proposer being recommended.
 - 4.3.2 The names of all other Proposers.
 - 4.3.3 Evaluation points for each Proposer.
- 4.4 Debriefings for unsuccessful Proposers will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful proposal.

5. PROPOSAL PROTEST APPEALS PROCESS

The City of Placentia has taken great care in the establishment of fair and competitive procurement procedures and the commitment made to follow those procedures. The following is provided in the event Proposers wish to protest the proposal process or appeal the recommendation to award an agreement for this project.

- 5.1 Any proposal protest must be submitted in writing to the City Clerk.
- 5.2 The proposal protest must be submitted before 5:00 p.m. of the tenth (10th) business day following the date of the Notice of Award.
 - 5.2.1 The proposal protest must contain a complete statement of the basis for the protest.
 - 5.2.2 The protest must include the name, address and telephone number of the person representing the protesting party.
 - 5.2.3 The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which

may be adversely affected by the outcome of the protest. At a minimum, those parties listed in the Notices of Award/Non-Award shall be notified of such protest and the specific grounds therefore.

- 5.2.4 The procedure and time limits are mandatory and are the Proposer's sole and exclusive remedy in the event of Proposal Protest.
- 5.3 Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Proposal Protest, including filing a Government Code claim or any legal proceedings.
- 5.4 Upon receipt of written protest, the City will review and provide an opportunity to settle the protest by mutual agreement, will schedule a meeting to discuss or issue a written response to within five (5) working days of review date.
- 5.5 Responses will be issued at least five (5) days prior to a City Council hearing date and will inform the Proposer whether the recommendation to the City Council has changed.
- 5.6 Decisions of the City may be appealed to the City Council. All appeals to the City Council shall be in writing and submitted within five (5) calendar days of notification of decision by City staff. The decision of the City Council is the final step of the appeal process.

D. TERMS AND CONDITIONS

1. Award

- 1.1 Proposals will be evaluated by the RFP REVIEW COMMITTEE and will be ranked in accordance with the RFP Evaluation Criteria.
- 1.2 The RFP REVIEW COMMITTEE will recommend award to the Proposer who, in its opinion, has submitted the proposal that best serves the overall interests of the City and attains the highest overall point score. Award may not necessarily be made to the Proposer with the lowest cost, however it is a

chief imperative of the City that these services be provided in a fiscally prudent and sustainable manner.

- 1.3 The City reserves the right to reject any or all responses that materially differ from any terms contained herein or from any exhibit attached hereto and to waive informalities and minor irregularities in responses received.
- 1.4 City Council approval is required to enter into an agreement. Service provider shall sign an acceptance of award letter prior to City Council approval in principle.
- 1.5 The terms and conditions of the Agreement will be negotiated with the selected Proposer in accordance with the RFP and the Proposers response.
- 1.6 The selected Proposer shall have the opportunity to submit a Best and Final Offer to the City encompassing the rates it will charge for these services including subsidy requests, if any.
- 1.7 **Performance Guarantee Bond Requirements.** The Proposer award a contract will be required provide the City with a Performance Bond to guarantee Service provider's performance in accordance with the terms and conditions set forth within this RFP and the agreement executed between the City and the Proposer. The amount of the Performance Bond shall be \$500,000.00.

The performance bond requirement may be secured by one of the following methods, or a combination thereof.

- Performance Bond issued by an admitted surety licensed in the State of California and acceptable to the City, provided that the language of such bond shall recognize and accept the contract requirement for immediate release of funds to the City upon determination by the City, that the Proposer is in breach of the contract or City ordinance, and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the Proposer or the bonding company shall be initiated and resolved only after release of the performance security funds to the City; or

- Irrevocable Letter of Credit, issued by a bank or other financial institution acceptable to the City, on a form acceptable to the City, which shall recognize and accept the contract requirement for immediate payment of funds to the City upon determination by the City that the Proposer is in breach of the contract or City ordinance, and that the nature of the breach is such that the public health and safety are endangered and recognizing that any legal dispute by the Proposer or the creditor shall be initiated and resolved only after release of the performance security funds to the City. Real property may be used by a bank to provide the financial resources for credit required under this section.

The performance bond or irrevocable letter of credit furnished by the Proposer in fulfillment of this requirement shall provide that such bond or letter of credit shall not be canceled for any reason except upon thirty (30) calendar days' written notice to the City of the intention to cancel said bond or letter of credit. The Proposer shall, not later than twenty (20) business days following the commencement of the 30-day notice period, provide the City with replacement security in a form acceptable to the City. In the event that the guarantor/surety is placed into liquidation or conservatorship proceedings, the Proposer shall provide replacement security acceptable to the City within twenty (20) business days of such occurrence.

Failure of the Proposer to meet these requirements after the Proposer has been selected, and prior to the contract start date, shall result in forfeiture of the Proposer's contract award.

Prior to the provision of services, the successful Proposer will be required to purchase all insurance at the above minimum standards at the Proposer's expense, and to deposit with the City Certificates of Insurance including all endorsements necessary to satisfy the provisions identified above.

If Self-Insured, the successful Proposer will be required to provide a Certificate of Self-Insurance that meets at minimum, the requirements identified above.

E. PROPOSER'S PROPOSAL SUBMISSION ELEMENTS

Proposer's should submit proposals in accordance with the requirements including the format specifications set forth in Section C. 2 hereof in the order listed herein.

1. Completeness of Response to RFP

Proposer must indicate that it has read the RFP and understands the requirements set forth which include the Proposer submission of a complete and responsive proposal which addresses all aspects of the requirements specified in the RFP and all subsequent Addenda. Proposers must be aware that if the evaluation committee determines that Proposer's proposal fails to be complete and responsive to each and every item required to be addressed in Proposer's proposal, the evaluation committee will rate the Proposer's proposal as a fail in the Evaluation Criteria and such proposal will receive no further consideration.

2. Proposer's EMS Qualifications

a. Required EMS Licenses and Permits

- Describe Proposer's ability and schedule to obtain prior to contract award, all necessary licenses, certifications, permits and accreditations required to serve as a licensed 9-1-1 ALS service provider within the State of California and the County of Orange.

b. Required EMS Continuing Education Provider Approval

- Describe Proposer's ability and schedule to obtain prior to contract award, a California EMS continuing education provider program approval certificate issued by OCEMS or other equivalent EMS Education provider approving entity authorized by the California EMS Authority. The provisional agreement with the City shall not be finalized until such program certificate has been issued.

c. Proposer's ALS Service Provider Experience

- Describe Proposer's experience as an approved provider of advanced life support (paramedic services) and as a basic life support service provider in an organized EMS system which demonstrates at least one-year of such experience.
- Provide evidence of licensure as an Orange County ALS Service Provider (9-1-1 ALS Service Provider or IFT ALS Provider for a period of at least one-year or submit a 9-1-1 ALS service provider licensure plan describing in detail Proposer's plan for ALS licensure within Orange County.to receive extra points for this experience.

3. Proposer's Financial Stability

a. Financial Statements

- Provide Financial Statements pursuant to the requirements set forth in Section A. 5 hereof.

b. Working Capital

- Provide documentation and a description of the estimated working capital required for the startup of the Agreement and the method of financing pursuant to the requirements set forth in Section A. 5 hereof.

c. In-Kind Support

- Disclose all financial and in-kind support or funding from existing sources related to the provision of services performed under a resultant agreement pursuant to the requirements set forth in Section A. 5 hereof.

4. Outstanding/Pending Litigation

- Provide a statement regarding any outstanding/pending litigation pursuant to the requirements set forth in Section A. 5 hereof.

5. Current Contracts in Good Standing

- Provide a statement regarding Proposer's existing contracts pursuant to the requirements set forth in Section A. 5 hereof.

6. Governmental Compliance Requirements

- Indicate Proposer's acknowledgement of Section A. 5.5 herein and that Proposer has completed and attached the Debarment and Suspension Certification form, (Exhibit C) pursuant to the requirements set forth in Section A. 5.5 hereof.

7. ALS Service Provider Reimbursement Revenue

- Indicate Proposer's acknowledgement of Section A. 6 herein.
- Indicate any additional proposed enhancements related to this provision.

8. EMS First-Responder Fees

- Indicate Proposer's acknowledgement of Section A. 7 herein.
- Indicate if Proposer's intends to implement an EMS First-Responder Fee program and if so, describe all the specific details of the proposed program including proposed program service fees and program features.
- Indicate proposed EMS Fees in Exhibit I.
- Indicate any additional proposed enhancements related to this provision, and what if any support will be needed from the City in order implement and maintain such a program

9. EMS Subscription Plan

- Indicate Proposer's acknowledgement of Section A. 8 herein.

- Indicate if Proposer's intends to implement an EMS Subscription Plan and if so, describe all the specific details of the proposed plan including proposed subscription fees and plan features.
- Indicate any additional proposed enhancements related to this provision and what, if any, support will be needed from the City in order to implement and maintain such a program.

10. **City's Intent for a Zero City-Subsidy EMS Services Model**

- Indicate Proposer's acknowledgement of Section A. 9 and Section 10 of Exhibit A herein.
- Complete the Exhibit B Cost Proposal form with either a Zero Cost Proposal or with the dollar amounts of Proposer's Cost Proposal.
- Indicate any additional proposed enhancements related to this provision.

11. **Performance Guarantee Bond Requirements**

- Indicate Proposer's acknowledgement of Section D. 1.7 herein.

12. **Dispatch Service**

- Indicate Proposer's acknowledgement of Exhibit A. Section 3 herein.
- Describe Proposer's operational plan to interface with the City's designated EMS dispatch center.
- Describe the details of the communications equipment and processes for communications between the EMS dispatch center and proposer's personnel such as anticipated radio equipment, proposed mobile communications devices to be employed for the stations, vehicles and individual EMS personnel.

- Indicate any additional proposed enhancements related to this provision.

13. **Desired Service Level**

- Indicate Proposer's acknowledgement of Exhibit A. Section 4 herein.
- Describe Proposer's operational plan to comply with the requirements of this section.
- Indicate any additional proposed enhancements related to this provision.

14. **Administrative and Support Services**

- Indicate Proposer's acknowledgement of Exhibit A. Section 5 herein.
- Describe Proposer's operational plan to comply with the requirements of this section.
- Indicate any additional proposed enhancements related to this provision.

15. **Personnel Standards, Licensure, Certification and Training**

- Indicate Proposer's acknowledgement of Exhibit A. Section 6 herein.
- Describe Proposer's operational plan to comply with the requirements of this section for each item topic listed.
- Indicate any additional proposed enhancements related to this provision.

16. **Operational Design**

- Indicate Proposer's acknowledgement of Exhibit A. Section 7 herein.

- Describe Proposer's operational plan design to comply with the requirements of this section.
- Provide a description of the make, model, year and design of each proposed EMS vehicle along with its specific designated assignment to support the proposed operational plan.
- Indicate any additional proposed enhancements related to this provision.

17. **Response Time Performance**

- Indicate Proposer's acknowledgement of Exhibit A. Section 8 herein.
- Describe Proposer's operational plan and commitment to comply with the requirements of this section for each item topic listed.
- Indicate any additional proposed enhancements related to this provision.

18. **Patient Care Reporting and Data Submission**

- Indicate Proposer's acknowledgement of Exhibit A. Section 9 herein.
- Describe Proposer's operational plan and commitment to comply with the requirements of this section for each item topic listed.
- Indicate any additional proposed enhancements related to this provision.

19. **Continuous Quality Improvement Plan**

- Indicate Proposer's acknowledgement of Exhibit A. Section 10 herein.

- Describe Proposer's operational plan design to comply with the requirements of this section.
- Indicate any additional proposed enhancements related to this provision.

20. **Clinical and Operational Benchmarking**

- Indicate Proposer's acknowledgement of Exhibit A. Section 11 herein.
- Describe Proposer's operational plan and commitment to comply with the requirements of this section for each item topic listed.
- Indicate any additional proposed enhancements related to this provision.
- Demonstration of the ability to generate outcomes/clinical process of care reports that are compliant with the quality measures contemplated for reporting.

21. **Clinical Levels and Staffing Requirements**

- Indicate Proposer's acknowledgement of Exhibit A. Section 12 herein.
- Describe Proposer's operational plan design to comply with the requirements of this section.
- Indicate any additional proposed enhancements related to this provision.

22. **Work Schedules and Human Resources Practices**

- Indicate Proposer's acknowledgement of Exhibit A. Section 13 herein.
- Describe Proposer's operational plan design to comply with the requirements of this section. Include proposed

work schedules intended to be employed under a resultant agreement.

- Indicate any additional proposed enhancements related to this provision.

23. Regular Reporting and Billing Requirements to the City

- Indicate Proposer's acknowledgement of Exhibit A. Section 15 herein.
- Describe Proposer's operational plan and commitment to comply with the requirements of this section for each item topic listed.
- Indicate any additional proposed enhancements related to this provision.

24. Start-Up Plan

- Indicate Proposer's acknowledgement of Exhibit A. Section 16 herein.
- Describe Proposer's operational start-up plan to comply with the requirements of this section.
- Indicate any additional proposed enhancements related to this provision.

25. Insurance and Indemnification Requirements

- Indicate Proposer's acknowledgement of Exhibit A. Section 17 herein.
- Describe Proposer's operational plan to comply with the requirements of this section.

26. Proposal Representations

- Indicate Proposer's acknowledgement of Exhibit A. Section 18 herein.

27. **Proposer's References**

- Provide three references that are verifiable by the City on form titled as Exhibit G References.

28. **Proposed Operating Budget**

- Provide a proposed operating budget that illustrates financial viability and incorporates each of the elements in Proposer's proposal which supports all aspects of the proposed operation including proposed revenue, service fees, subscription fees, City subsidy (if so proposed) and operational design costs.

EXHIBIT A SCOPE OF WORK

The following sets forth the Scope of Work required to be performed by Service provider under a resultant agreement.

1. City Authority, Control and Responsibility:

The City shall maintain local discretionary decision-making, identity, and control over service levels, budget, and funding for emergency medical services. Service provider shall work with and train with City staff in emergency preparedness operations. The City of Placentia shall continue to retain ownership and control of the Valencia and Bradford Fire Stations.

The City will provide the selected 9-1-1 ALS EMS service provider (separate lease agreement) space in both of the fire stations suitable for service provider's operations at no cost to the service provider under an in-kind exchange for services arrangement. Should this contract be extended for an additional 5 years, the in-kind exchange arrangement shall be renegotiated.

The service provider will be responsible for providing general and routine maintenance of a non-structural or mechanical nature for service provider's space within the fire stations, building as well as general property maintenance, as defined in the lease agreement. In addition, the service provider shall share the use and operation of the stations with the City's fire protection service provider as part of a joint lease agreement.

The City envisions a three-party lease agreement governing the use of those stations between the fire protection and 9-1-1 ALS EMS Service provider and the City. Lastly, the City shall incorporate and expand the use of those facilities to support City programs in conjunction with the services provided by both service providers. The service provider will be required to provide all necessary equipment, vehicles, materials and supplies needed to provide these services to the City the cost of which shall be incorporated into the patient charges/fees. The City's 9-1-1 ALS EMS Service provider will be expected to work closely and cooperatively with the City's fire protection service provider.

2. Contractual Duties, Responsibilities and Obligations:

The service provider services, provided through a contract with the City, will meet the City's desired service levels in a financially sustainable and responsible manner as identified in this Request for Proposal. The service provider's 9-1-1 ALS EMS responsibilities will include the provision of ALS response services, educational services to service provider's personnel as part of its continuing education program, the community, other City departments, Fire protection service provider personnel; participate in training and emergency preparedness exercises, community events and will participate in mutual aid service requests to surrounding communities.

The service provider shall provide all services under a resultant agreement without regard to the patient's race, color, national origin, religion, sexual orientation, age, sex, or ability to pay.

The service provider will recruit, test, hire, train, and manage the personnel required to deliver this service. The service provider will provide training to all its employees, by accredited and qualified instructors that will meet or exceed the accepted industry standards, requirements, and specific operational needs of the City.

Labor negotiations, worker's compensation, personnel administration, employee benefits, and career development will be the service provider's responsibility. The City's expectations regarding work rules and existing memorandums of understanding between the service provider and its employees will not impact or hamper the service provider's ability to deliver the services in the manner prescribed herein by the City. The service provider will staff the identified 9-1-1 ALS EMS station locations with qualified personnel at levels established by the City. The service provider may also opt to staff its personnel at locations other than the City's existing fire stations if it improves response times and operational functions for the service provider.

The service provider through initial, and extended emergency response deployment will meet the standards of response cover needs for the City and community. The service provider will designate one EMS station location as a "must cover" station or demonstrate in its proposal that a "must cover" station is not required due to alternative proposed deployment methods. "Must cover" means that any time the staffed ambulance is committed to an emergency or activity that precludes a

response to a second incident, the City will be covered by either: 1) Cover unit will be dispatched from another station, 2) Call back of off-duty personnel, or 3) Activation of backup resources. This will provide an immediate ALS resource for a second emergency or support to the initial emergency.

The City will receive a minimum depth of coverage, and proposers are required to outline their proposed minimum depth of coverage. The service provider will be required to comply with the City's required mutual coverage support during emergencies that are considered automatic or mutual aid. Prior to providing service to the City on July 1, 2020, the selected service provider will need to have established its organization within the mutual aid coverage agreements with the City's assistance.

During the term of the agreement, the text "City of Placentia EMS" in lettering of at least 4 inches in height and the City of Placentia seal/logo, which shall be prominently displayed on all EMS apparatus. The Service provider's legal name or fictitious business name shall also be displayed on each of Service provider's service provider's vehicles. All of Service provider's service provider's employee uniforms shall display uniform patches denoting "City of Placentia EMS" on the uniform patch. The uniforms may also include a patch indicating the service level of the EMS care provider such as "Paramedic" or another similar patch. The City will work with the selected service provider to design the final uniform patches to be worn by all personnel assigned to the City and decal/labeling of all EMS apparatus.

Service provider Service provider shall participate in community events such as the annual Heritage Day Parade and Las Posadas Tamale Festival, both for community relations as well as to provide public safety services.

The 9-1-1 ALS EMS Service provider will maintain a representative in the City's Emergency Operations Center (EOC) when the EOC is activated. In addition, the service provider will have an active and prominent role in the City's emergency response planning efforts and will participate with the City in emergency planning tabletop exercises.

3. **Dispatch Service:**

The City of Placentia operates the local 9-1-1 public safety answering point (PSAP) for police emergencies with City dispatchers. Presently, fire and medical related emergency calls are transferred to the Orange County Fire Authority. Effective July 1, 2020, either the City's PSAP and dispatchers will assume dispatching duties for all medical emergencies bringing all 9-1-1 emergency medical dispatching needs within the City's dispatch/PSAP system, or the City will have executed an agreement with a separate entity to provide fire and EMS dispatching services. In addition, the City will also consider an alternative proposal that would allow the service provider to staff its own dispatch personnel within the City's PSAP and allow for direct dispatching of EMS calls to service provider's units operating within the City.

4. **Desired Service Level:**

In keeping with the City's stated desire to deliver these services in a fiscally prudent and sustainable manner while meeting or exceeding current response times and quality of service, the City envisions a service delivery model for the processing of EMS requests for services which maximizes efficiencies, lowers costs, and adds value.

The City's fire protection service provider will not respond to medical emergencies unless support is requested by the City's 9-1-1 ALS EMS service provider, and shall only respond to the following types of calls:

- Working structure/trash/vehicle fires
- Traffic accidents requiring patient extrication
- Urban rescues
- Fire investigation services
- Hazardous materials response
- Hazardous conditions
- Community outreach and fire prevention education

Therefore, the City's 9-1-1 ALS EMS service provider shall respond to all EMS requests for services originating within the City's jurisdictional boundaries. This type of model will deploy staffing resources more efficiently. The City will have the ability to have its 9-1-1 ALS EMS service provider deploy its staff from both existing City fire stations as

well as any satellite locations in the City deemed necessary by the service provider to ensure quick response times to EMS hot spot locations in the City.

The City has determined that a minimum of two (2) ALS units (2 paramedics per unit) will need to be staffed, on-duty and stationed in the City on a 24-hour basis every day to respond to the City's EMS calls for service at the outset of this agreement. This requirement is based on the discretion of the County Medical Director who may likely determine during the accreditation process that two paramedics per unit will be required. This requirement will remain in place until the service provider has demonstrated to the County Medical Director and the City a level of technical competence based on performance data that may allow for the utilization of one paramedic and one emergency medical technician per unit (Paramedic Assessment Unit). Medical response calls shall be triaged through a dispatch protocol or criteria-based dispatching allowing for BLS responses when warranted. The service provider shall also provide one on-duty EMS supervisor who will fill dual roles of paramedic and EMS supervisor while assigned to one of the two ALS Units noted above, to oversee and manage service provider's personnel and operations on a 24-hour basis every day. In the future, should the service provider be allowed to utilize Paramedic Assessment Units (PAUs), the EMS Supervisor shall function in the sole capacity supervising both PAUs. The City is interested in entertaining Proposer's suggested staffing models above the City's minimum staffing levels described herein over the tenure of the initial five-year contract term.

In presenting the staffing and equipment necessary in the Proposer's opinion to provide effective and fiscally sustainable emergency medical services to the City of Placentia, the proposal should include a broad overview of the proposed service delivery model taking the City's minimum staffing levels into consideration along with the flexibility to utilize BLS responses. Proposers are encouraged to develop unique plans or proposals drawing from their experiences and emerging trends in the EMS industry.

The service model must indicate the number of positions by employee classification required to provide service, both in terms of fully employed personnel assigned to Placentia. In addition, all necessary vehicles and equipment such as apparatus, support vehicles, respirators, etc., and a description of those vehicles and equipment to

provide service. City shall provide operating space within each of its two fire stations to house Service provider's EMS care personnel and EMS vehicles.

5. **Administrative and Support Services:**

The City shall designate an employee that will serve as the City's contract administrator for the 9-1-1 ALS EMS contract. This position will provide contract monitoring oversight of the 9-1-1 ALS EMS contract.

The Proposer must declare the name and position title of its primary representative to the City. This individual will represent the service provider in a professional and efficient manner, attend Council meetings, various City Management Team meetings, attend other County or State policy meetings and special events as appropriate or requested, and participate with and assist designated City staff in the coordination of local and regional emergency planning with other agencies which may include the use of automatic and mutual aid agreements. This individual shall represent the City's interests as they pertain to EMS, shall function as an extension of the City staff, and shall comport themselves in a professional manner at all times as a representative of the City.

All administrative and support services, and management functions related to contracted EMS care personnel (i.e. personnel administration, labor relations, contract negotiations, etc., disciplinary actions, uniforms, turnouts, medical response materials and supplies, etc.) will be performed or provided by the service provider.

At no time shall the service provider's existing work rules or memorandums of understanding with its employees impede the service provider's ability to deliver the services in the manner required by the City.

6. **Personnel Standards, Licensure, Certification and Training:**

The Service provider shall adhere to the following personnel standards, licensure, certification and training requirements.

- **Drug and Alcohol-Free Workforce Policies.** Service provider shall maintain organizational workforce policies that demonstrate

Service provider's commitment to ensuring that each of EMS personnel are free from the influence of alcohol and intoxicating drugs.

- **Workforce Anti-Discrimination Policies.** Service provider shall maintain organizational workforce policies that demonstrate Service provider's commitment to promote workforce harmony and prevent discrimination based on age, national origin, gender, race, sexual orientation, religion, and physical ability.
- **EMS Personnel Professional Standards Policies.** Service provider shall maintain organizational workforce policies that demonstrate Service provider's commitment to provide a workforce that represents the Service provider and the City to the citizens and visitors of the City in a fashion that portrays a professional public service image. Such professional standards policies maintained by the Service provider shall include policies for personnel personal grooming standards, uniform standards, on-duty professional conduct standards and inter-agency personnel communications standards.
- **EMS Credentials.** All of Service provider's personnel responding to emergency medical requests shall be currently and appropriately certified and/or licensed to practice in the State of California, and accredited/licensed to practice in Orange County and shall maintain those licenses, certifications and accreditations at all times while assigned to provide these services to the City of Placentia. All of Service provider's emergency medical dispatchers, if utilized as part of this contract, shall be certified as emergency medical dispatcher and maintain valid BLS professional healthcare provider certification (CPR/AED certification) pursuant to such requirements for EMDs as required by the Orange County EMS Agency.
 - Orange County certification/accreditation requirements may be downloaded from the Orange County EMS website.
 - California paramedic licensure information may be obtained from the State EMS Authority website.

- **Credential Records.** Service provider shall always retain on file copies of the current and valid licenses and/or certifications of all emergency medical personnel performing services under the Agreement. Credentialing records for all service provider employees assigned to the City shall be presented to the City by the service provider on an annual basis to ensure only those properly licensed and credentialed employees are operating in the City.
- **Orientation.** Service provider 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; radio communications with and between the provider agency, base hospital, receiving hospitals, and Orange County communications centers; and EMS vehicle and equipment utilization and maintenance practices. Service provider shall properly orient all emergency medical dispatcher personnel before assigning them to process emergency medical requests if used as part of this contract. Such orientation shall include at a minimum, provider agency policies and procedures; radio communications with and between the provider agency personnel, Police department personnel, receiving hospitals, and Orange County communications centers, other EMS agencies; and all applicable Orange County EMS medical dispatch policies and requirements.
- **Customer Service and Compliance Training.** Service provider must also provide all frontline personnel with initial and continual orientation training to customer service expectations, performance improvement, and the billing and reimbursement process and compliance as needed, and at a minimum on an annual basis. The City of Placentia is a customer service-driven organization and has the same expectations of all its contracted service providers. On a quarterly basis, service provide shall provide the City with a customer complaint log for the previous quarter.
- **At-Risk Behavior Management Training.** Service provider shall provide its emergency response personnel with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol or other behavioral or

stress related problems, as well as difficult scenes on an on-going basis. Emphasis shall be on techniques for establishing a climate conducive to effective field management, and for preventing the escalation of potentially volatile situations.

- **Driver Training.** Service provider shall maintain an on-going driver training program for its EMS personnel. The program, the number of instruction hours, and the system for integration into the Service provider'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 the City initially and on an annual basis thereafter. Training, competency and skill proficiency verification are required for each of Service provider's EMS vehicle drivers at initial employment with annual training refresher courses and skill confirmation.
- **Infection Control.** Service provider shall develop an infection prevention program that emphasizes aggressive hygiene practices and proactive personal protective equipment donning (e.g. eye protection, gloves, etc.). The Service provider shall develop and strictly enforce policies for infection control, cross contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission. Service provider's Infection Control program, training and program record keeping practices must meet all requirements of Orange County EMS, and all state and federal regulations. It is anticipated, during the term of the Agreement(s) awarded to Service provider certain regulatory requirements for occupational safety and health, including but not limited to infection control, blood borne pathogens and TB, may be increased. It is the City's expectation that Service provider will adopt procedures that meet or perform better than all requirements for dealing with these matters. Service provider shall make available at no cost to its high-risk personnel health screening and all currently recommended immunizations and those required the Orange County Health Care Agency and Orange County EMS for EMS personnel.
- **EMS CE Training.** Service provider shall provide all necessary EMS continuing education training for all its personnel responding to emergency medical requests as required by Orange County

EMS and the California EMS Authority. Service provider shall also provide annual CPR and AED training to City employees as well as support the City's recreational lifeguard's safety training program.

- **Emergency Response Plan Training.** Service provider and its employees shall participate in and receive training in Homeland Security issues, including participating in existing programs available within Orange County for dealing with terrorist events, weapons of mass destruction, other Homeland Security issues and the City's ongoing emergency operations response plan training and exercises.

7. **Operational Design:**

Service provider shall maintain an operational design that provides for adequate EMS personnel coverage and a deployment plan that meets the City's requirements.

Service provider may elect to use EMS vehicles that best allow for the most efficient response to each 9-1-1 EMS request for service.

8. **Response Time Performance:**

While response time goals for EMS vary from community to community and State to State, proposers will need to demonstrate within their proposals and operational plans how they will meet or exceed the current EMS response times currently enjoyed by the City.

- **Response Time Call Phases.** In all instances, the service provider shall meet the following minimum response times for each time interval of each of the following phases for all EMS requests for service:
 - **9-1-1 ALS Unit Turnout Time Intervals.** The service provider's 9-1-1 ALS unit assigned to an EMS request for service shall turnout (initiate the response) for all EMS call assignments at a time interval that achieves or improves the City's current service provider's average time intervals at a minimum performance rate of not less than 90% in each calendar quarter.

- **9-1-1 ALS Unit Response Time Intervals.** The service provider's 9-1-1 ALS unit assigned to an EMS request for service shall arrive on-scene of the EMS call at a time that achieves or improves the City's current service provider's average time intervals at a minimum performance rate of not less than 90% in each calendar quarter. Proposers will need to clearly articulate in their proposals how they intend to meet the City's current service provider's average EMS response time through direct experience at the ALS or BLS levels and through proposed service model changes or innovations that improve response times. Proposals that clearly demonstrate a proven track record of faster response times and a detailed plan that detail how operational improvements and efficiencies will result in improved EMS response times in Placentia shall receive the maximum allowable points under this scoring criteria.
- **Response Time Compliance Reporting.** The service provider shall provide the City with monthly and quarterly reports of its response time compliance for each of the two response time performance phases set forth herein. Service provider's response times compliance for each of the three call phases set forth herein shall be calculated and reported monthly for quality improvement purposes and quarterly for contract performance reporting purposes to determine service provider's response time performance compliance. All required response reporting described herein shall be submitted by the service provider to the City within 10 days of the end of each month and within 10 days of the end of each quarter using fraction response-time measurements. The reports should be submitted to the City by the service provider in an electronic form (via e-mail or USB drive) in both an excel format and in a PDF report format.
 - **Reporting Deficiencies.** In the event the service provider fails to submit each of the required reports set forth herein, or in the event a report submitted by the service provider is deemed by the City to be deficient due to missing, false or otherwise erroneous data, incorrectly formatted, insufficient form, the service provider shall be fined by the City a late reporting penalty of \$100 dollars per day for each calendar day the service provider fails to provide the report to the City beyond the due date of each such report.

- **Response Time Compliance Monitoring and Management.** The following shall describe the three levels of response time performance non-compliance:
 - **Response Time Performance Deficiency.** If in any quarter Service provider fails to meet the minimum standards set forth herein for one or more of each of the three phases, Service provider shall be deemed to have a response time deficiency for that quarter.
 - **Response Time Performance Breach.** If in any two quarters, within a 12-month period, Service provider fails to meet the minimum standards set forth herein for one or more of each of the three phases, Service provider shall be deemed to be in response time breach.
 - **Response Time Performance Default.** If in any three quarters, within a 12-month period or if in more than four quarters within the five-year contract term, Service provider fails to meet the minimum standards set forth herein for one or more of each of the three phases, Service provider shall be deemed to be in response time default.

- **Response Time Non-Compliance Cure Processes.** The following shall describe the three levels of response time non-compliance cure processes.
 - **Findings of Response Time Performance Deficiency.** The Service provider shall submit a corrective action plan (“CAP”) to the City within 10 days of notice by the City of a finding of a response time deficiency. The Service provider shall detail in its CAP the reasons for the deficiency, its plan to obtain full compliance and the estimated timeframe that the Service provider will obtain full compliance with the response time standards set forth herein. Within 10 days of receipt of Service provider’s CAP, the City shall review the CAP and either approve the CAP as submitted or return it to the Service provider with a notice of rejection and written directive for additional corrective actions. The Service provider shall provide the City with a revised CAP within 10 days thereafter. Within 10 days, the City shall review the CAP and either approve the CAP or make a finding of response time performance breach.
 - **Findings of Response Time Performance Breach.** The Service provider shall submit a corrective action plan (“CAP”) to the City within 10 days of notice by the City of a

finding of a response time breach. The Service provider shall detail in its CAP the reasons for the deficiencies which resulted in the breach finding, its plan to obtain full compliance and the estimated timeframe that the Service provider will obtain full compliance with the response time standards set forth herein. The Service provider shall be fined a response time penalty of \$5,000.00. Within 10 days of receipt of Service provider's CAP, the City shall review the CAP and either approve the CAP as submitted or return it to the Service provider with a notice of rejection and written directive for additional corrective actions. The Service provider shall provide the City with a revised CAP within 10 days thereafter. Within 10 days, the City shall review the CAP and either approve the CAP or make a finding of response time performance default.

- **Findings of Response Time Performance Default.** The Service provider shall submit a corrective action plan ("CAP") to the City within 10 days of notice by the City of a finding of a response time default. The Service provider shall detail in its CAP the reasons for the deficiencies which resulted in the default finding, its plan to obtain full compliance and the estimated timeframe that the Service provider will obtain full compliance with the response time standards set forth herein. However, any approval of a Service provider CAP related to this provision may be provisional solely for the purposes of maintaining service continuity during the transfer of Service provider services to an alternate Service provider. In a case of a finding of default under this provision, the Service provider shall be fined a response time penalty of \$25,000.00 and the City Administrator shall perform a review of the Service provider to determine the need to make a recommendation to the City Council to initiate the process to terminate the Service provider's agreement for cause, invoke the performance guarantee provision and commence a procurement process to secure a replacement Service provider to assume services on an emergency basis as may be needed.

9. Patient Care Reporting and Data Submission:

The service provider shall utilize and maintain an electronic patient care reporting (“ePCR”) software platform that is compliant NEMSIS v3.4 format standards.

The ePCR system used by the service provider shall also be compliant with Orange County EMS Policy #300.30 – OC-MEDS – EMS Provider Patient Care Reporting.

The service provider shall create and maintain all required documentation elements related to the provision of patient care within the service provider’s ePCR platform pursuant to the requirements set forth in Orange County EMS Policy #300.10 – OC-MEDS – Documentation Standards.

Service provider may elect to utilize the county funded OC-MEDS Hub as their organizational ePCR platform at no cost to the Service provider.

Service provider shall also meet and comply the requirements of Orange County EMS Policy #300.32 – OC-MEDS – EMS Provider Data Submission Process and Orange County EMS Policy #300.20 – OC-MEDS – System Management and Support.

10. Continuous Quality Improvement Plan

Service provider shall develop and maintain a comprehensive and relevant quality improvement plan and system that compliments and interfaces with Orange County's countywide EMS system quality management system.

Service provider shall participate in pilot or research programs as requested by the EMS Medical Director and authorized by the City. All pilot programs must be approved by the EMS Medical Director. Service provider agrees that their participation in pilot projects shall entail no additional cost to either the City or the County. Service provider further agrees that services provided under pilot projects shall be in addition to the other services described herein.

11. **Clinical and Operational Benchmarking:**

Benchmarking of Key Performance Indicators (KPI) including those focused on clinical care is required. Some of the interim measurements may be process oriented in lieu of outcome measurements. It is anticipated that the service provider will integrate its benchmarking program with the Orange County's countywide EMS system continuous quality improvement process as it evolves.

In addition to clinical KPI benchmarking, service provider should develop and benchmark non-clinical KPIs which may include operational data elements such as employee injuries, vehicle collisions, consecutive employee hours worked, and other operational KPIs identified by the Service provider.

Service provider shall create, and maintain all data required to conduct its KPI benchmarking process.

Service provider shall provide City with KPI reports that reflect among other data, quantifiable delivery of patient care which meets or exceeds the standards of care required by Orange County EMS policy requirements.

12. **Clinical Levels and Staffing Requirements:**

Each of service provider's 9-1-1 ALS units shall meet the requirements of Orange County EMS Policy #700.00 and shall each be staffed with two paramedics at the outset of the contract. If the Proposer elects to utilize a paramedic assessment unit ("PAU") if approved by the County Medical Director and the City under its operational plan, each PAU shall be staffed with one paramedic. However, all crew configurations utilized by the service provider for each EMS unit must meet applicable Orange County EMS policy requirements for all services delivered by each EMS unit.

13. **Work Schedules and Human Resources Practices:**

Service provider shall employ reasonable work schedules and conditions. EMS Care Provider fatigue and the impairment associated with fatigue poses a significant safety risk for patients, partners, and others in the community. Specifically, patient care

must not be hampered by impaired motor skills of personnel working extended shifts, voluntary overtime, or mandatory overtime without adequate rest.

14. **Annual Cost Proposal:**

The proposal will include the annual cost to provide all services contained herein as outlined in Exhibit B as provided in the various patient charges. In addition, any requested City subsidies above and beyond what has already been provided in this RFP, should be included in Exhibit B as well. The City subsidy request shall be for the annual amount requested. If implemented, the service provider may adjust EMS First-Responder patient charges on an annual basis based on the Consumer Price Index for the Los Angeles, Long Beach, Anaheim region for the preceding 12-month period of July 1 through June 30. Annual patient charge adjustments shall be submitted to the City for its consideration and review annually and the adjustments shall be adjusted by administrative action of the City.

15. **Regular Reporting and Billing Requirements to the City:**

The service provider will provide a monthly EMS service activity report to the City Administrator. The monthly activity report will include all EMS service activities for a given month broken down by category (i.e. ALS services with ambulance transports, ALS services without ambulance transports, BLS services with ambulance transports and BLS services without ambulance transports, coverage or response time issues (if any), mutual aid responses, other emergency-related incidents, and community support activities.

The service provider will provide an annual EMS services report to the City Administrator. This annual report will be a detailed summary of the department's activities (as mentioned above) and statistical data broken down by category for the previous year, as well as an identification of challenges and issues addressed during that time, or that remain unresolved. The service provider will provide detailed billings, based on the City's contract with the service provider, to the City's Finance Director for payment.

16. **Start-Up Plan:**

Service provider shall have a well-developed Start-Up Plan that identifies the service provider's time-frames needed to acquire equipment and personnel to service this contract. Service provider's Start-Up Plan should incorporate detailed items such as personnel recruiting, hiring and orientation training; and vehicle and equipment procurement processes. Service provider's Start-Up Plan should include a timeline and regular updates to City staff throughout the transition period.

17. **Insurance and Indemnification Requirements:**

Refer to Exhibit F: INSURANCE COVERAGE AGREEMENT

18. **Proposal Representations:**

The proposal submitted in response to this Request for Proposal will be retained and will be incorporated and referenced, and made a part of the final Agreement, except that in the case of any conflicting provisions, the provisions contained in the 9-1-1 ALS EMS Agreement shall prevail.

**EXHIBIT B
PROPOSER'S PROPOSED EMS SERVICE FEES**

1. EMS First-Responder Basic Life Support Response Fee:

\$ _____

2. EMS First-Responder Advanced Life Support Responder Fee:

\$ _____

OR:

3. Proposed City annual subsidy amount:

\$ _____

4. Paramedic Ambulance Accompaniment Fee:

\$ _____

5. EMS Disposable Supplies Fee:

\$ _____

6. Other EMS Fee(s) describe below:

EXHIBIT C
DEBARMENT AND SUSPENSION CERTIFICATION

The Proposer, under penalty of perjury, certifies that, except as noted below, Proposer, its principal, and any named subservice provider:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
3. Does not have a proposed debarment pending; and,
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Proposer Name: _____

**Proposer
Signature:** _____

Title: _____

Date: _____

**EXHIBIT D
EX PARTE COMMUNICATION BAN CERTIFICATION**

DECLARATION OF EX PARTE COMMUNICATION

I/We, _____, have not held, or will hold any communications regarding any of the subject matters contained herein, whether in person, telephonically or electronically, with any elected official or staff member of the City of Placentia outside of the communications protocols contained herein, until an award of contract for these services has been made. I/We, _____, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

All contacts during this competitive process is through designated Placentia City staff only. The evaluation phase of the competitive process shall begin upon issuance of the RFP to the public and shall continue until an Agreement has been awarded. Proposers, either directly or indirectly or through intermediaries, lobbyists, organized labor or other agents shall not contact or lobby evaluators, elected officials or other City staff from the time the RFP has been issued and released to the public until an Agreement has been awarded. **Attempts by Proposers to contact evaluators, elected officials or other City staff during this time period shall result in disqualification of that Proposer.**

Dated _____

Signature of Authorized Agent

Printed, Title

Subscribed and sworn to before me by

This _____ day of _____, 2018

(Signature of Notary Republic)

(SEAL)

EXHIBIT F INSURANCE COVERAGE AGREEMENT

Minimum Scope and Limits of Insurance. Service provider shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be three times the required occurrence limit. If Service Provider maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Service Provider.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than Five Million Dollars (\$5,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Service Provider. Service Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Medical Professional Liability with limit no less than \$2,000,000 per occurrence and \$6,000,000 aggregate. If coverage is written on a claims made basis, the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must

be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City for review.

Before execution of this Agreement by the City, the service provider shall file with the City the following signed certification:

We are aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The service provider shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Service Provider under this Agreement are adequate to protect service provider. If service provider believes that any such insurance coverage is insufficient, service provider shall provide, at its own expense, such additional insurance as service provider deems adequate.

Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the service provider pursuant to its contract with the City; products and completed operations of the service provider; premises owned, occupied or used by the service provider; automobiles owned, leased, hired, or borrowed by the service provider."

- (b) Notice: "Service provider shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, service provider shall forthwith obtain and submit proof of substitute insurance. Should service provider fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at service provider's sole cost and expense."
- (c) Other insurance: "The service provider's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The service provider'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.

Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

Certificates of Insurance. Service provider shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached to the City's and service provider's agreement as Exhibit "B" and incorporated herein by this reference.

Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which

service provider may be held responsible for payments of damages to persons or property.

Waiver of Subrogation. Provider hereby grants to City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

1. Indemnification Requirements.

Service Provider shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner which actually or allegedly arise out of or are incident to any alleged acts, omissions, negligence or willful misconduct of Service Provider, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses except where caused by the active negligence, sole negligence, or willful misconduct of City its officials, officers, employees, volunteers and agents. Service Provider shall defend, at Service Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, officials, officers, employees, volunteers and agents. Service Provider shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents, in any such suit, action or other legal proceeding. Service Provider shall reimburse City and its officials, officers, employees, volunteers and/or agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Service Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its officials, officers, employees, volunteers and agents.

**EXHIBIT G
PROPOSER'S REFERENCES**

Provide three (3) references verifiable by the City. Such listed references should be able to offer corroborate Proposer's representations related to Proposer's experience, qualifications, contracts in good standing status, and other representations made by Proposer herein.

Reference No. 1:

Entity Name: _____

Entity Address: _____

Contact Name: _____

Contact Title: _____

Contact Telephone No.: _____

Contact E-mail: _____

Business Relationship with Proposer: _____

Reference No. 2:

Entity Name: _____

Entity Address: _____

Contact Name: _____

Contact Title: _____

Contact Telephone No.: _____

Contact E-mail: _____

Business Relationship with Proposer: _____

Reference No. 3:

Entity Name: _____

Entity Address: _____

Contact Name: _____

Contact Title: _____

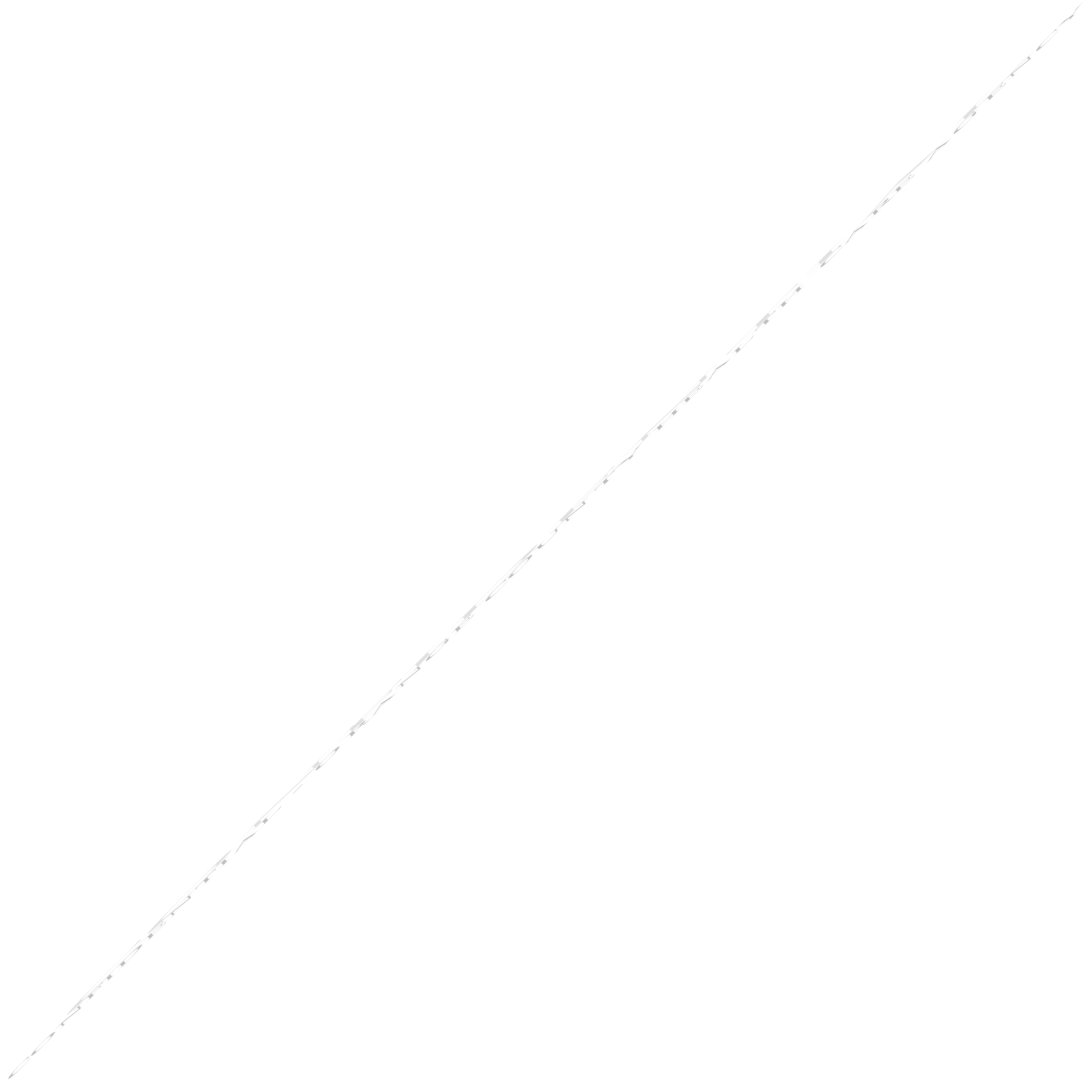
Contact Telephone No.: _____

Contact E-mail: _____

Business Relationship with Proposer: _____

**EXHIBIT H
PROPOSER'S PROPOSED OPERATING BUDGET**

Insert Proposed Operating Budget Here.



**EXHIBIT I
PROFESSIONAL SERVICES AGREEMENT**

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of _____, 20___ (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and _____, a [state] [type of corporation] (“Service Provider”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of a professional EMS organization as an independent contractor for the provision of 9-1-1/Advanced Life Support Emergency Medical Services, as more fully described herein; and

B. WHEREAS, Service Provider represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Service Provider desire to contract for the specific services described in Exhibit “A” (the proposal for 9-1-1/ALS) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

E. WHEREAS, an efficient and effective Emergency Medical Services (EMS) System is critically important to the safety, health and welfare of the public; and

F. WHEREAS, City has designated the Riverside City EMS Agency (REMSA) pursuant to Health and Safety Code, Division 2.5 and REMSA is responsible for the planning, implementation and evaluation of the City EMS System; and

G. WHEREAS, City has determined that all requests for emergency medical services shall be met by ALS (Paramedic) equipped and staffed ambulances unless otherwise authorized by the Orange City LEMSA; and

H. WHEREAS, pursuant to Health and Safety Code, Division 2.5, Section 1797.201, City, has the authority to provide EMS through a fair and competitive proposal process which has met all EMSA and LEMSA policies and procedures; and

I. WHEREAS, the City has continued the use of an 9-1-1/ALS EMS provider that has continuously provided service to the City in the same manner and scope without

interruption since January 1, 1981; and

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

1.0. SERVICES PROVIDED BY SERVICE PROVIDER

1.1. Scope of Services. Service Provider shall provide the professional services described in the Service Provider's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Service Provider pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Service Providers in similar fields and circumstances in accordance with sound professional practices. Service Provider also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Service Provider's performance of this Agreement. Service Provider shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Service Provider shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Service Provider to comply with this section.

1.3. Performance to Satisfaction of City. Service Provider agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Service Provider to review the quality of the work and resolve the matters of concern;
- (b) Require Service Provider to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Service Provider warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Service Provider shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Service Provider's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Service Provider shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Service Provider shall, in all solicitations and advertisements for employees placed by, or on behalf of Service Provider shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Service Provider shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Service Provider acknowledges that City may enter into agreements with other Service Providers for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Service Provider may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Service Provider's sole cost and expense. All insurance requirements contained in this Agreement are independantly applicable to any and all subcontractors that Service Provider may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Service Provider in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Service Provider covenants that all data, documents, discussion, or other information developed or received by Service Provider or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Service Provider without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Service Provider's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Service Provider shall be paid in accordance with the fee schedule set forth in Exhibit "A". Service Provider's total compensation shall not exceed

_____ Dollars (\$ _____.00).

Contractor shall not receive any payments from City for the performance of any services under this Agreement unless specifically stated in this Agreement. All payments or revenue associated with this Agreement shall come exclusively from Contractor's billing and collection of payment from patients and third party payors for the performance of any services or provision of equipment or materials related to this Agreement.

Contractor shall be solely entitled to perform, and is responsible for performing, billing of patients and third party payors for services provided hereunder. City shall not bill, or permit any other party to bill patients or third party payors, for ALS emergency ambulance services provided by Contractor or within Contractor's EOAs with the exception of billing that may be done by ambulance providers authorized by REMSA to provide mutual aid during a multi-casualty incident (MCI) or disaster. Contractor shall comply with all applicable laws governing billing and collection, including but not limited to laws and regulations applicable to patients covered by Medicare, Medicaid, and other public or private reimbursement programs.

2.2. Additional Services. Service Provider shall not receive compensation for any services provided outside the scope of services specified in the Service Provider's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Service Provider performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Service Provider's standard hourly rates shall be paid to the Service Provider for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is more. The City Engineer is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Service Provider may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Service Provider's services which have been completed to City's sole satisfaction. City shall pay Service Provider's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Service Provider's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A."

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Service Provider is encountered, a time extension may be mutually agreed upon in writing by the City and the Service Provider. The Service Provider shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 60 months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One additional five-year term is available based on Service Provider's performance and at the mutual consent of both parties. Contractor shall submit a written request for earned extensions to the Contract Administrator no later than September 1 following the fourth full contract year. Service Provider's written request shall include sufficient evidence of compliance with the Agreement requirements. Evidence of compliance shall also be stated in Service Provider's annual performance report to City. City will determine if Contractor has met the requirements stated above. Earned extensions may then be granted in the reasonable and fair discretion of the City.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Service Provider. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Service Provider shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Service Provider defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Service Provider fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately

upon service of written notice of termination on the Service Provider, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Service Provider for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Service Provider. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Service Provider in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Service Provider, at no cost to City. Any use of uncompleted documents without specific written authorization from Service Provider shall be at City's sole risk and without liability or legal expense to Service Provider.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Service Provider shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (e) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal

injury or bodily injury with a policy limit of not less than Five Million Dollars (\$5,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Service Provider maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Service Provider.

- (f) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than Five Million Dollars (\$5,000,000.00), combined single limits, each incident for bodily injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be two times the required occurrence limit. If Service Provider maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Service Provider.
- (g) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Service Provider. Service Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Service Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Service Provider shall file with the Public Works Director/City Engineer the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Service Provider shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the Service Provider to comply with this section.

- (h) Medical Professional Liability with limit no less than \$2,000,000 per occurrence and \$6,000,000 aggregate. If coverage is written on a claims made basis, the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City for review.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Service Provider under this Agreement are adequate to protect Service Provider. If Service Provider believes that any such insurance coverage is insufficient, Service Provider shall provide, at its own expense, such additional insurance as Service Provider deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

- (f) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Service Provider pursuant to its contract with the City; products and completed operations of the Service Provider; premises owned, occupied or used by the Service Provider; automobiles owned, leased, hired, or borrowed by the Service Provider."
- (g) Notice: "Service Provider shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Service Provider shall forthwith obtain and submit proof of substitute insurance. Should Service Provider fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Service Provider's sole cost and expense."
- (h) Other insurance: "The Service Provider's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

- (i) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (j) The Service Provider'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.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Service Provider shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Service Provider may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Service Provider shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Service Provider called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Contract Managers. City shall designate a Contract Manager to work directly with Service Provider in the performance of this Agreement. It shall be the Service Provider's responsibility to assure that the Contract Manager is kept informed of the

progress of the performance of the services and the Service Provider shall refer any decision, which must be made by City, to the Contract Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Manager.

Service Provider shall designate a Management Contact who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Service Provider without the express written approval by the City. Service Provider or its Management Contact shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO SERVICE PROVIDER:

Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: _____
Fax: _____
Attn: _____

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange City, California. Service Provider agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Service Provider shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Service Provider's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting

or assignment shall release Service Provider of Service Provider's obligation to perform all other obligations to be performed by Service Provider hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Service Provider shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner which actually or allegedly arise out of or are incident to any alleged acts, omissions, negligence or willful misconduct of Service Provider, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses except where caused by the active negligence, sole negligence, or willful misconduct of City its officials, officers, employees, volunteers and agents. Service Provider shall defend, at Service Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, officials, officers, employees, volunteers and agents. Service Provider shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents, in any such suit, action or other legal proceeding. Service Provider shall reimburse City and its officials, officers, employees, volunteers and/or agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Service Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its officials, officers, employees, volunteers and agents.

6.9. Independent Contractor. Service Provider is and shall be acting at all times as an independent contractor and not as an employee of City. Service Provider shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Service Provider or any of Service Provider's employees, except as set forth in this Agreement. Service Provider shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Service Provider shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Service Provider and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Service Provider shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Service Provider further agrees to indemnify and hold City harmless from any failure of Service Provider to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Service Provider under this Agreement any amount due to City from Service Provider as a result of Service Provider's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Service Provider or any employee, agent, or subcontractor of Service Provider providing services under this

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

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

6.11. Cooperation. In the event any claim or action is brought against City relating to Service Provider's performance or services rendered under this Agreement, Service Provider shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Service Provider or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Service Provider agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Service Provider. City shall indemnify and hold harmless Service Provider from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Service Provider. Service Provider shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Service Provider or Service Provider's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Service Provider has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Service Provider, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the

California Government Code Section 6254.7, and of which Service Provider informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Service Provider and its officers, employees, associates and subService Providers, if any, will comply with all conflict of interest statutes of the State of California applicable to Service Provider's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Service Provider and its officers, employees, associates and subService Providers shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Service Provider is not currently performing work that would require Service Provider or one of its officers, employees, associates or subService Providers to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Service Provider shall be responsible for its work and results under this Agreement. Service Provider, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Service Provider occurs, then Service Provider shall, at no cost to City, provide all necessary design drawings, estimates and other Service Provider professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Service Provider will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Service Provider's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Service Provider and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

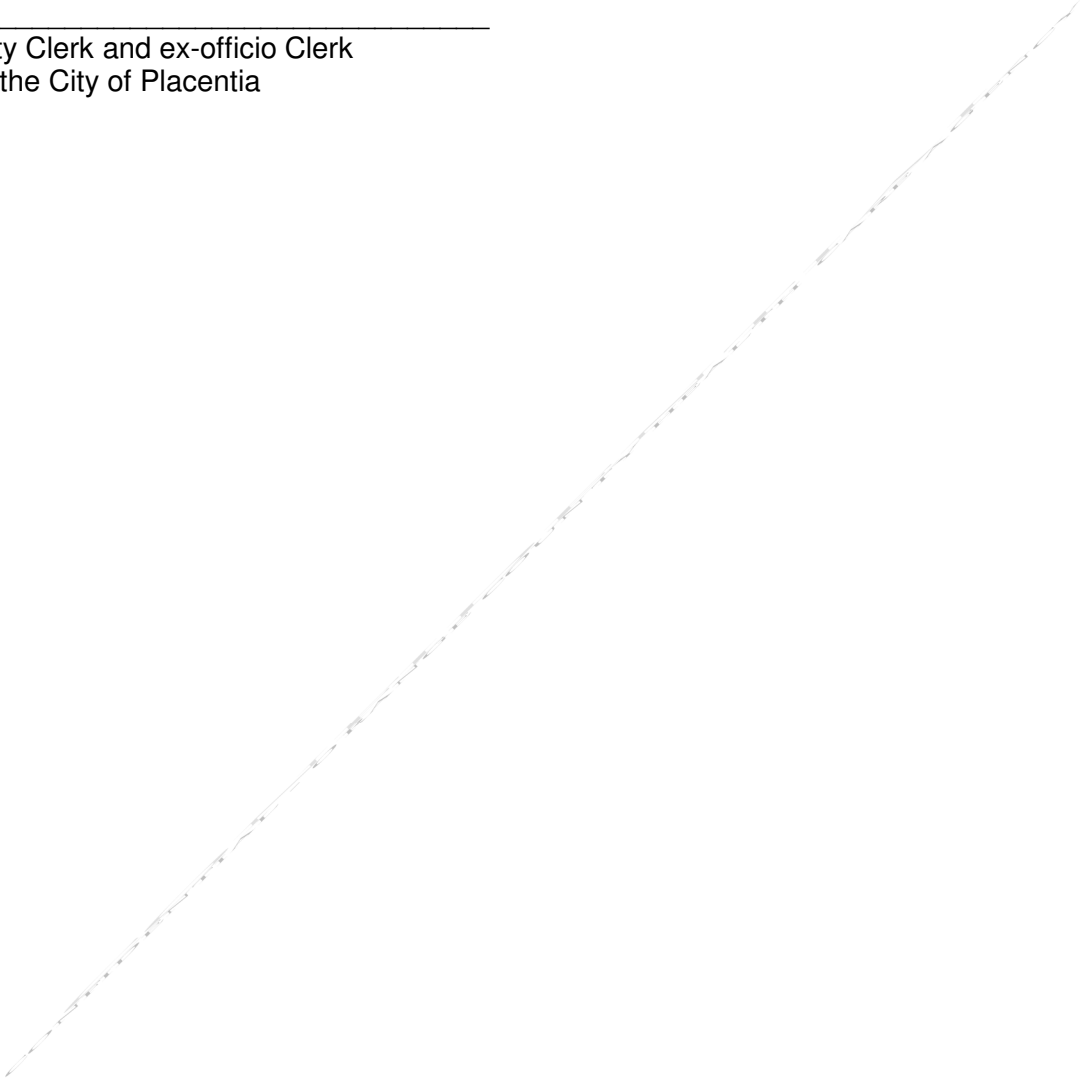
CITY OF PLACENTIA,
A municipal corporation

City Administrator

Date: _____

ATTEST:

City Clerk and ex-officio Clerk
of the City of Placentia



SERVICE PROVIDER

Date:

Signature

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Date:

Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Risk Management

Date:

APPROVED AS TO CONTENT:

Contract Manager

Date:

DEPARTMENTAL APPROVAL

Name, Title

Date:

EXHIBIT A
SERVICE PROVIDER'S PROPOSAL AND SCOPE OF WORK

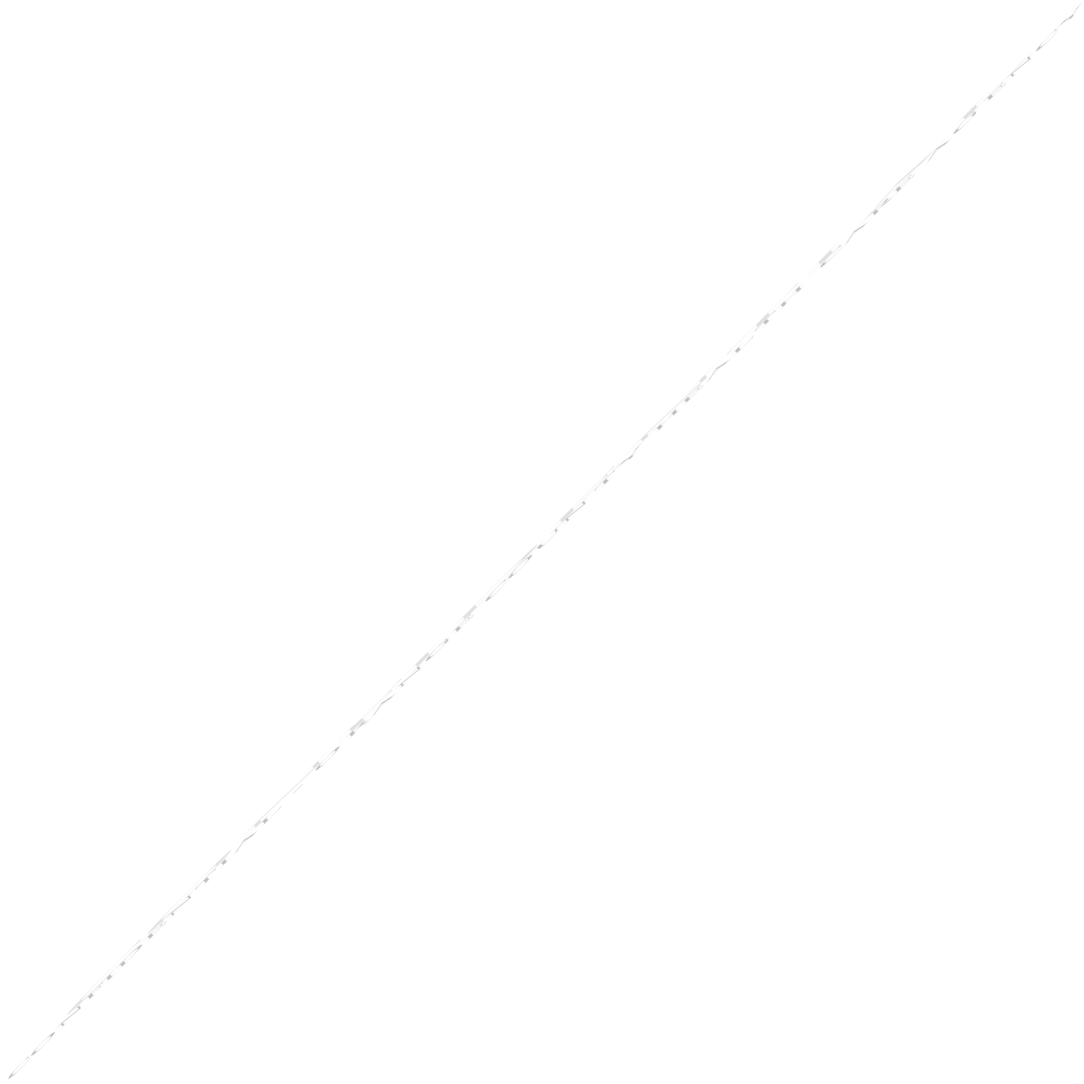


EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

