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Equal Opportunity Employer

Issue Date: 6.07.16

**COUNTY OF MERCED
REQUEST FOR PROPOSAL
NUMBER 7144
FOR
AIR AMBULANCE SERVICES**

Notice is hereby given that proposals will be received at the Merced County Department of Administrative Services-Purchasing Division for performing all work necessary in accordance with the "REQUIREMENTS" and other related documents provided herein. Please carefully read and follow the instructions.

Proposals shall be presented under sealed cover with the Proposal Number and the Proposal Submittal Close Date clearly marked on the outside and forwarded to:

County of Merced
Department of Administrative Services-Purchasing
2222 M Street, Merced California 95340
Attn: Kim Nausin, Procurement Manager
Email: knausin@co.merced.ca.us
Office: 209-385-7513

Any Bidder who wishes their proposal to be considered is responsible for making certain that their proposal is received in the Merced County Department of Administrative Services-Purchasing Office by the closing date.

PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED AND WILL BE RETURNED TO THE BIDDER UNOPENED.

CLOSING DEADLINE DATE: 4:00 P.M., July 14, 2016

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL DEPARTMENT OF ADMINISTRATIVE SERVICES-PURCHASING DIVISION TIME CLOCK READS 4:01 P.M.

STRIVING FOR EXCELLENCE

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SECTION 1

INTENT OF THE REQUEST FOR PROPOSAL

1.1 INTRODUCTION

The County of Merced, acting within the authority of a Local Emergency Medical Services Agency (LEMSA) as promulgated by Chapter 9.44 of Title 9 of the Merced County Code, Regulation of Ambulance Service and Convalescent Transport, is seeking to integrate EMS Aircraft Services into its pre-hospital care and transport system. It is the County's intent, through this Request for Proposal (RFP), to secure air ambulance services from Qualified Provider(s) as defined herein to service the County's requests for air ambulance response to scene calls that occur within its jurisdiction. A core objective of the County is to ensure a rapid and coordinated response of air medical services to scene patients.

The County is seeking to ensure the availability of medical helicopter services 24 hours a day, 365 days a year for on-scene emergency response and transport. Within this availability, the County acknowledges that the pilot in command of the aircraft shall have sole determination for the aircraft response based upon safety of flight.

Through the Qualified Air Provider agreements, the County can assure patients on scene who are needing air transport will receive expedited care from appropriately credentialed and experienced clinicians. Further, through the Designated EMS Aircraft Dispatch Center, the County will monitor and facilitate communication amongst air ambulances that are on an active flight involving the County service area to improve situational safety awareness.

The air ambulance service shall be operated, at a minimum, in such a way that meets or exceeds the higher of the then-current standards established by the Federal Aviation Administration (FAA) or those of the FAA part 135 Operator. In addition, the Bidder is expected to perform and conduct operations in such a way that meets or exceeds the then-current accreditation standards as published by the Commission on Accreditation of Medical Transport Services (CAMTS). Providers of the County's air ambulance services must be accredited by CAMTS (Commission on Accreditation of Medical Transportation Services) at the time of proposal submission, thus ensuring the highest standards of quality and safety are met on every transport beginning the first day of the contract.

The air ambulance service shall be staffed at all times with no less than two medical crew members. The minimum staffing shall be an EMT-Paramedic and a Registered Nurse; and the preferred, but not required, medical crew staffing is two Registered Nurses. Each medical crew member shall be licensed by the state of California and further, must have experience and credentials that meet or exceeds the requirements of Merced County as outlined in Section 2, C of this RFP and the then-current

accreditation standards as published by the Commission on Accreditation of Medical Transport Services (CAMTS).

This RFP will lead to the execution of performance-based agreements with Qualified Air Ambulance Providers. Contract compliance will be monitored by the County.

Details regarding the performance standards and the scope of services requested are described in this RFP. Bidders should note that Merced County is very diverse in its population and geography. A comprehensive proposal from a Bidder will require extensive orientation and familiarity to the unique service requirements of the County to include integrating services with the County's contracted ground ambulance services and its first-responder agencies.

1.2 BACKGROUND INFORMATION

Merced County ceased its Exclusive Operating Area for Air Ambulance Services on 1 April 2016 and will convert to a new contractual arrangement for services beginning on 1 October 2016. The County will contract, through this RFP, with Qualified Air Ambulance Provider(s) for response to the County's 911 (scene) air transport requests. A Qualified Air Ambulance Provider will have met the Bidder Qualifications as outlined herein, and proposed services to the county as being safe, clinically superior, and reasonably priced. The County's intent in contracting with Qualified Air Ambulance Provider(s) is to assure that the level of clinical services to patients needing air transport from scenes and the time frames upon which the services are provided meet or exceed the clinical and Response Time Targets as defined herein.

This RFP shall serve to identify Qualified Air Ambulance Providers for response to the County's 911 scene calls that are processed through the Merced County EMS Dispatch Center and occur in the county. The County has set a dispatch fee for all providers responding to 911 scene calls of \$100 per transport. Hospitals in Merced County will independently select their medical helicopter providers for inter-facility transfers.

All Qualified Air Ambulance Providers shall be required to communicate with the Designated EMS Aircraft Dispatch Center when operating within the County. This expectation is set to support County awareness of aircraft movements for safety purposes and assure coordination with ground EMS scene response.

1.3 CONTRACT TERM

The initial contract period will be for three (3) years. The contract may be extended by mutual agreement for up to two (2) additional two (2) year periods or a maximum of seven (7) years, based on superior performance, as determined solely by the County. The start date will commence no later than 12:00 AM on 1 October 2016, with a scheduled completion date of 30 September 2019.

A decision regarding renewal of this contract or any extension thereof shall be made at least 9 months prior to the scheduled termination date so that if no extension is

approved, a new proposal process can be conducted on a schedule that will identify the new Bidder prior to that scheduled termination date.

The purpose of this requirement is to allow reasonable time for both outgoing and incoming Qualified Providers to plan and execute an orderly transition, to allow the County and its new Qualified Provider(s) to revise advertising, and to allow time for negotiation of new service contracts, mutual-aid agreements, and other contracts previously serviced by the outgoing Qualified Provider(s).

1.4 SAMPLE AGREEMENT

A Sample Agreement is included as Exhibit 1 to this RFP. This agreement will become part of the final agreement with the successful Bidder(s). Any exceptions to the terms and conditions as stated herein and in the Sample Agreement must be identified separately within the submitted proposal. An Agreement with the successful Bidder(s) is executed only upon final approval by the County's Board of Supervisors.

1.5 PRE-PROPOSAL COFERENCE

A Pre-Proposal conference will be held to permit Bidders an opportunity to ask questions. While attendance is not required, all potential Bidders are strongly encouraged to attend. Each firm will be limited to not more than two (2) representatives in attendance.

Please submit, in writing and three days in advance of the Pre-Proposal Conference, any questions about the Request for Proposal that you would like answered at the pre-proposal conference to the Administrative Services – Purchasing Division as referenced above no later than three (3) working days before the conference. This will allow for a more thorough response.

The Pre-Proposal conference may be taped and answers will be posted to the County of Merced Official Website (www.co.merced.ca.us) following the conference.

Oral answers at the conference will not be binding on the County.

The location, date and time will be as follows:

Date: June 16, 2016
Time: 10:00 am
Location: Public Health Auditorium
260 E. 15th Street
Merced, CA 95340

1.6 SUBMITTAL CHECKLIST

All items are required. This checklist is provided to assist you in ensuring you submit a complete proposal.

- a. Signature Page (Attachment A)
- b. Cover Letter
- c. Table of Contents
- d. Executive Summary
- e. Exceptions
- f. Bidder's Qualifications
- g. Bidder's Experience, Services
- h. Proposed patient Charges (separate, sealed envelope #1)
- i. Financial Statement (only one set in separate, sealed envelope #2)
(Non-submittal is considered non-responsive and cause for rejection of proposal.)

1.7 SCHEDULED ACTIVITIES

To the extent achievable, the following schedule shall govern the review, evaluation and award of the proposal. The County reserves the right to modify the dates below in accordance with its review process.

<u>Activity</u>	<u>Estimated Schedule</u>	<u>Date</u>
a.	Availability of the Request for Proposal	06/07/16
b.	Pre-proposal conference	06/16/16
c.	Deadline for submission of interpretation and/or written questions in relationship to the Request for Proposal. <i>Questions submitted after this date will not be answered. The closing date will not be extended for questions submitted after this date.</i>	06/23/16
d.	Closing date for the Request for Proposal A list of respondents will be posted to the web at close of RFP.	07/14/16
e.	Commencement of review of the Request for Proposal submissions by the evaluation committee	07/27/16

- f. Oral presentations 07/28/16
- g. Agreement performance to commence 10/01/16

1.8 PROPOSING COMPANY WARRANTIES

By responding to this RFP, a Bidder is representing that they understand and accept the minimum standards and requirements of Merced County as outlined herein. The proposing Bidder further represents that it possesses the capabilities and resources to provide the required services and personnel.

Bidders assume all costs for the preparation of their proposals, and any travel and related expenses they incur during the procurement process including the oral presentation in Merced County.

SECTION 2

REQUIREMENTS

2.1 AIR AMBULANCE SERVICES - GENERAL

The purpose of this RFP is to identify those Air Ambulance Providers capable of meeting the 911 response, patient care, and transport requirements of Merced County. The County is seeking to ensure the availability of CAMTS accredited medical helicopter services on a 24 hours a day, 365 days a year for on-scene emergency response and transport, withstanding weather and other factors that affect safety of flight. Further, the County is establishing minimum clinical service levels, communication protocols, and response time performance for its 911 scene requests.

The Exclusive Operating Area for Air Ambulance Services will no longer be offered for air ambulance services after 1 April 2016. The County will continue to honor the current agreement for air ambulance dispatch to 911 scene calls during the RFP process.

Successful Bidders will be contracted as Qualified Air Ambulance Providers in Merced County. The Qualified Air Ambulance Provider will be contracted for first call within the County in the areas outlined in their SDP that are within the county Response Time Targets. If multiple Qualified Providers are contracted and if they have overlapping Response Time Target Areas, the request rotation that will be followed by the Merced County EMS Dispatch Center will be:

- The rotation will be for requests—not transports;
- Requests will be rotated on a per request basis to Qualified Providers in succession; and
- If a Qualified Provider is unavailable for any reason when it is their turn in the rotation, the PSAP shall give the call to the next Qualified Provider in line.

Qualified Air Ambulance Providers also seeking to serve hospital requested inter-facility transports may do so, however, their SPD shall describe how they will remain in compliance with their obligations to the County's 911 scene response requirements.

The Air Ambulance Service will provide ALS level of care or higher when responding to 911 air ambulance service requests from the Merced County EMS Dispatch Center. The minimum staffing shall be an EMT-Paramedic and a Registered Nurse; and the preferred, but not required, medical crew staffing is two Registered Nurses. Each medical crew member shall be duly licensed by the state of California.

The County has established specific utilization policies, Response Time Targets, auto launch criteria for pre-determined medical reasons, and specific data reporting. The Merced County policies on Air Ambulance Service Utilization are included in

Attachment B to this RFP.

Annually, the County 911 requests air ambulance to launch for a scene response approximately 1,000 times each year, resulting in an average transport volume of 275 - 300 patients. This volume average is provided only for informational purposes, and is no guarantee of future transport activity.

The payor mix of patients transported in the County has generally been distributed as below:

- Commercial insurance: 10%
- Medicare: 40%
- Medi-Cal: 43%
- Self pay: 6%
- Agency contracts: 1%

2.2 PERFORMANCE STANDARDS

County performance standards will be applicable to each Qualified Air Ambulance Provider and may be adjusted by the County through the course of the Agreement consistent with the modifications in EMS operational and medical standards which are developed by the County, in coordination with successful Bidder(s). Qualified Air Ambulance Providers shall be notified with 60 days advance notice of the effective date of the change and shall define the contract impact within 30 days of initiation.

It is the County's intent to have its contracted Qualified Air Ambulance Provider(s) perform in full compliance with their agreements. The County's objective is to assure timely arrival of quality clinical care to its scene patients requiring air transport. Failure to comply with the contract performance standards in any one month will be considered default, requiring a Performance Improvement Plan to be submitted within 7 business days of receipt of the default notice. Chronic default, defined as the same default re-occurring 3 or more times within a 6 month period, may result in the loss of its Qualified Air Ambulance Provider contract.

2.2.1 Performance - Scene (Emergency 911) Calls

The County has established a maximum Response Time Target of 16 minutes to the Merced urban area, 21 minutes to central Merced County area, - 26 minutes to the rural areas, and 30 minutes to the far western edge of the County. Each month in which the Qualified Air Ambulance Provider fails to meet the 90 percent standard, within any of its Response Zones, the provider will be assessed a penalty and will be notified by the County if it is also in default. The Merced County Flight Time Map is included as Attachment E.

Qualified Air Ambulance Provider calls that are not subject to call rotation may be referred to another Air Ambulance Provider but will be included as part of the response-time requirements for calculating compliance.

2.2.2 Canceled/Aborted Responses, Multiple Aircraft Units and Mechanical

Failures

From time to time, special circumstances may cause changes in call classification. Response-time calculations for determination of compliance will be as follows:

- If a call is canceled or aborted prior to the air ambulance unit arrival on the scene, the Qualified Air Ambulance Provider's compliance will be calculated based on the elapsed time from receipt of call to the time the call was canceled.

2.2.3 Failure to Furnish Required Call Information

For each call, transport or account wherein a Qualified Air Ambulance Provider fails to furnish required information, the County may, at the County's option, impose upon the Qualified Air Ambulance Provider a \$500 penalty. However, such penalty shall not be applied in cases where the cause of such reporting deficiency was beyond Qualified Air Ambulance Provider's reasonable control. Simple loss of records and problems with Qualified Air Ambulance Provider's own computer systems shall not be considered beyond Qualified Air Ambulance Provider's reasonable control. Should the failure to furnish be determined by the County to be due to management refusal or delay beyond the time requirements of this RFP, the fine will be \$2,500 per event.

2.2.4 Waiver of Penalties/Exemption Requests

The County may grant exemptions to response-time performance requirements stated herein, on a case-by-case basis, for calls where weather conditions, multi-casualty incidents, or other situations beyond Qualified Air Ambulance Providers control cause unavoidable delay. All such calls will be individually examined by the County (e.g., weather conditions), and if the circumstances warrant, the LEMSA Contract Compliance Manager may authorize the exclusion of such calls when calculating performance compliance. Should the Qualified Air Ambulance Provider desire to appeal the Contract Compliance Manager's decision, a written request must be submitted to the LEMSA Director within 10 days after the Contract Manager's decision is rendered. All decisions by the LEMSA Director shall be considered final.

Note: Exclusion means that a late call which has received approval for an appeal will not count as an on-time response - rather it is excluded from the data base for the purpose of fractile performance calculation.

In order to be eligible for such exemption, the Qualified Air Ambulance Provider shall notify the County within a reasonable amount of time of the occurrence. Equipment failure, dispatcher or personnel error, or lack of a nearby air ambulance does not constitute grounds for exception to response time performance requirements.

Qualified Air Ambulance Providers may apply to the County for an exemption to

response-time compliance calculations in the following situations:

a. Automatic Appeals

- (1) Response canceled prior to the aircraft arrival at scene (must provide evidence that call was canceled within required response time).
- (2) Weather which slows travel and/or is cause for an aborted flight due to safety considerations.
- (3) Data or voice recording or transmission errors when accurate information cannot be verified.
- (4) Inaccurate location given by the reporting party. If inaccurate response information is the result of an error by the Qualified Air Ambulance Provider's personnel, appeal will not be allowed.
- (5) Locally declared disaster - Qualified Air Ambulance Providers may apply for an exemption to response time standards during times of declared emergencies, locally or in a neighboring county, as defined by the Emergency Operations Procedures of the jurisdictions involved (e.g. city or County).

b. Discretionary Appeals Process

The following are guidelines for use in evaluating an appeal by a Qualified Air Ambulance Provider. It is understood that performance appeals will be forwarded to the LEMSA's Contract Compliance Manager for consideration. Should the Qualified Air Ambulance Provider desire to appeal the Contract Compliance Manager's decision, a written request must be submitted to the LEMSA Director within 10 days after the Contract Compliance Manager's decision is rendered. All decisions by the Director shall be considered final.

If regulatory changes impact the performance standards, the provider may bring such change to the County for consideration. . The Annual System Assessment of areas such as system capacity may prompt a consideration for change in the performance standards. After the first annual assessment, if the County considers any such change in performance standards, it may be negotiated with the Bidder.

- (1) Multi-Casualty Incident - Appeals for incidents while there is a multi-casualty incident occurring elsewhere within the Qualified Air Ambulance Provider area of operation.

The Qualified Air Ambulance Provider is eligible if its air ambulance units are simultaneously committed to a Multi-Casualty Incident in the County and the Qualified Air Ambulance Provider is staffed to their SDP including sufficient backup air

ambulance coverage. The Qualified Air Ambulance Provider is only eligible for exemption when the time from call received to the time the unit is enroute within dispatch performance standards (360 seconds). If the appeal meets the above conditions, the Qualified Air Ambulance Provider is eligible for a one- for-one appeal for each unit.

2.2.5 Other Response-Time Issues

Qualified Air Ambulance Provider(s) will not be held responsible for response-time performance on an emergency response to a location outside Merced County. However, Qualified Air Ambulance Providers shall use their best efforts in responding to mutual-aid calls. Responses to emergencies located outside Merced County will not be counted in the number of total calls used to determine monthly contract compliance.

For each response in which a Qualified Air Ambulance Provider’s management or field staff fails to report the over-scene time, the response shall be counted as a late response in doing the response-time percentage calculations for that month. At-scene times shall be established from vehicle data or radio transmissions identifying the at-scene time.

For each incident in which a member of a Qualified Air Ambulance Provider’s field staff willfully falsifies the at-scene time, the Qualified Air Ambulance Provider shall pay to the County a penalty of \$1,000. If such falsification is committed by a member of Bidder’s management staff, the penalty shall be \$2,500 and subject the Bidder to a contractual default review. Table 1 summarizes fines and penalties listed in this RFP.

Table 1

Merced County Summary of Fines and Penalties		
Category		Charge
1	Monthly Compliance Evaluation below standard	\$ 250/tenth of percentage point
2	Maximum response time	\$ 100/excess minute (maximum \$1,000/call)
3	Chronic referral to outside agency (not an identified mutual aid partner)	\$1,000 and contract evaluation
4	Willfully falsifying response time data by: a) field staff \$1,000 b) management staff \$2,500 & contractual default investigation	
5	Failure of unit w/patient	\$ 500
6	Canceling closer mutual aid responder	\$ 500
7	Failure to provide information	\$ 500/\$2,500 (mgt.)

2.3 OPERATIONAL REQUIREMENTS

Qualified Air Ambulance Providers shall furnish County, on an annual basis, their current deployment plan showing availability of air ambulance(s) for emergency response within the County. Deployment plans shall specify base(s) of operations within and outside of County, the number of potentially available air ambulances, and schedule of availability (hours of day, days of week) of each base. Qualified Air Ambulance Providers shall notify County of any changes in deployment plan prior to implementation.

Qualified Air Ambulance Providers must have a 24/7 level of readiness. Pilots and medical crew shall be on-site with the helicopter and prepared to immediately respond to a request for service.

Qualified Air Ambulance Providers shall designate administrative on-duty or on-call management or supervisory staff to be available at all times who are authorized to act on behalf of the Bidder in all operational matters. The Designated EMS Aircraft Dispatch Center shall at all times be advised of and have available, the contact information for Bidder on-call administrative staff.

Qualified Air Ambulance Providers shall cooperate with County EMS and other system participants to assure a "single point of access" be used by local public safety dispatch centers when requesting EMS aircraft assistance. Such system shall assure dispatch service for all pre-hospital EMS helicopter requests in accordance with County EMS Aircraft operational and dispatch policies.

Qualified Air Ambulance Providers shall agree to maintain and operate communications equipment to ensure continued compatibility in a manner which will not degrade or interfere with the actual or intended operation of the County's communications system.

Qualified Air Ambulance Providers shall be subject to a fee of \$100 per completed transport for all scene responses in Merced County.

Qualified Air Ambulance Providers shall maintain an active list of employees including their current addresses, phone numbers, qualifications, certificates, and licenses with expiration dates. Such list will be available for review by the EMS Agency.

All Qualified Air Ambulance Providers records, except recorded radio and telephone communications, shall be preserved by the Provider for at least three years from the termination of the Agreement. Recorded radio and telephone communications shall be maintained for a minimum of one year from the date of the incident.

The Qualified Air Ambulance Providers shall submit patient care records in accordance with EMS Agency specifications, process, and format.

The Qualified Air Ambulance Providers shall, upon a request by the EMS Agency, prepare and submit written reports on any incident arising out of services provided.

The Qualified Air Ambulance Providers shall submit monthly operations reports to the EMS Agency by the 20th of the month, for the previous month, in a format specified by the EMS Agency.

2.4 SPECIFIC COMPLIANCE REQUIREMENTS

All Qualified Air Ambulance Providers will be assessed a onetime fee to offset the cost of the procurement process. This fee will be an equal share of up to \$75,000 per successful Bidder.

Qualified Air Ambulance Providers will be subject to an annual license fee. The ambulance service annual license fee is subject to annual cost evaluation through county cost system.

All contracted Qualified Air Ambulance Providers will be required to abide by all compliance requirements in this section prior to contract start, and throughout the term of the Agreement:

- a. Current part 135 certificate.
- b. Compliance with all applicable Merced County, Department of Public Health, Emergency Medical Services Agency policies.
- c. Compliance with all applicable Federal and State laws and regulations including, but not limited to all Registered Nurse and EMT-Paramedic air medical flight crew members are trained in aero-medical transportation training categories as specified in the California Code of Regulations, Title 22, Division 9, Chapter 8, Section 100302 and California Health and Safety Code Section 1797.52 and 1797.56:
 - General patient care in-flight.
 - Changes in barometric pressure and pressure related maladies.
 - Changes in partial pressure oxygen.
 - Other environmental factors affecting patient care.
 - Aircraft operational systems.
 - Aircraft emergencies and safety.
 - Care of patients who require special considerations in the airborne environment.
 - EMS system and communications procedures.
 - Merced County EMS System orientation including EMS policies and procedures.
 - Use of onboard medical equipment.
- d. California licensed Physician as Provider's Medical Director.
- e. Maintain Medical Control for EMT-Paramedic and Registered Nurse flight crew members.

- f. EMS Agency authorization as an EMT-paramedic service provider prior to using paramedics as part of a flight crew.
- g. Registered Nurses shall apply with the EMS Agency for Mobile Intensive Care Flight Nurse (MICFN) Authorization prior to flight duty.
- h. EMT- Paramedics shall apply with the EMS Agency for local Paramedic Accreditation and for Mobile Intensive Care Flight Paramedic (MICFP) Authorization prior to flight duty.
- i. Registered Nurse flight crew members shall have a minimum prior experience level of 3 years in an ICU, ER or other critical care based setting
- j. EMT-Paramedic flight crew members shall have a minimum of one year prior experience providing direct pre-hospital emergency medical care.
- k. Additionally, Registered Nurse and EMT-Paramedic flight crew members shall maintain the following certifications:
 - BCLS (CPR) American Heart Association Healthcare Provider or equivalent
 - ACLS
 - PALS
 - PHTLS or equivalent
 - Neonatal Resuscitation (NRP)
- l. Qualified Air Ambulance Providers shall ensure that Registered Nurse flight crew members function within the scope of the California Nursing Practice Act of 1974 (California Business and Professions Code Division 2, Chapter 6. Article 2, Section 2725 et. seq.).
- m. Qualified Air Ambulance Providers shall ensure that Registered Nurse medical flight crew members maintain all State and Provider required professional licenses and certifications.
- n. Registered Nurse flight crew members shall obtain Critical Care Registered Nurse (CCRN) and Critical Care Flight Nurse (CCFN) credentials within two (2) years of hire.
- o. EMT-Paramedics shall obtain Flight Paramedic Certification (FP-C) or Critical Care Paramedic Certification (CCP-C) within two (2) years of hire.
- p. Qualified Air Ambulance Providers shall assure that all medical flight crew members participate in such continuing education requirements as required by their licensure.
- q. In addition to their regular continuing education training programs, Qualified Air Ambulance Providers shall ensure that medical flight crew members maintain critical and specialty care skill levels by participating in annual clinical rotations and trainings in critical care or specialty care programs that may be available locally. These critical care or specialty care programs may include, but not be limited to, Pediatric Intensive Care, Neonatal Intensive Care, Labor and Delivery and Trauma Care.
- r. Qualified Air Ambulance Providers will develop and maintain its Flight Program Field Treatment Protocols and Guidelines that shall be approved by the EMS Agency Medical Director.
- s. Qualified Air Ambulance Providers shall participate in County EMS CQI Program to promote the highest quality of emergency medical care.

- t. Qualified Air Ambulance Providers shall have an internal CQI Program that has been approved by the EMS Agency.
- u. Participation as a clinical data sharing partner in the County's Health Information Exchange (HIE) when it becomes available.
- v. Qualified Air Ambulance Providers shall agree to provide required data to the Merced County Zoll CAD via a CAD to CAD bidirectional interface – this interface will transmit and receive call data from the Zoll CAD and to the Zoll CAD. The CAD to CAD bidirectional interface and costs for both sides of the interface - Air Ambulance and County Zoll - shall be the responsibility of the Qualified Air Ambulance Provider. The Qualified Air Ambulance Provider shall also be responsible for the cost to add to the County FirstWatch Online Compliance Utility (OCU) once the bidirectional CAD to CAD interface has been completed. The end-goal of the LEMSA is to have a fully functional connection with the FirstWatch Online Compliance Utility no later than October 1, 2016; however, the LEMSA understands that a firm start date is dependent upon factors which are outside both the Providers' and LEMSA's control.
- w. Qualified Air Ambulance Providers shall support cooperative training with other Emergency Service Personnel including fire agencies, law enforcement agencies, ground ambulance providers and hospitals with landing zones located within Merced County. In addition, Provider will participate in disaster and multi-casualty exercises as requested and shall cooperate with the County in establishing disaster and multi-casualty incident plans, policies and procedures.

Included in Attachment C is a current FirstWatch Quote for the Online Compliance Utility (OCU) add-on to the existing Merced County OCU. Bidders are encouraged to contact ZOLL RescueNet Software Support at (800) 663-3911 (when prompted, select Option #4 then Option #1) to discuss the technical aspects and associated costs to complete the bidirectional CAD to CAD interface. Merced County EMS policy 470.00 EMS Aircraft Utilization, included in Attachment B, lists the following data points to be logged via the CAD bridge interface and the Dispatch Center:

- Date of request.
- Time of Call (TOC)
- Location of Incident.
- Type of Incident.
- Time of Call (TOC)
- Time Dispatched (DSP)
- Enroute Time (ER)
- Over/On scene (OS)
- Enroute hospital (ERH)
- On scene hospital (OSH)

Qualified Air Ambulance Providers pilots shall communicate directly with the Designated EMS Aircraft Dispatch Center for 911 scene flight requests and flight following. Bidders are to describe how they will provide the required training the

dispatch staff will receive specific to its coordination with the aviation operator's Operational Control Center and compliance with CAMTS standards. The Designated EMS Aircraft Dispatch Center serves as the Merced County Secondary PSAP: aviation communication and coordination through this center is important to understanding local conditions and geography: safe, efficient integrated operations with key ground ambulance and first responder personnel in Merced County; and related quality monitoring of the overall Merced County EMS response.

All of Qualified Air Ambulance Providers EMS Aircraft shall, at a minimum, have the capability of communicating with Designated EMS Aircraft Dispatch Center and the following agencies on radio frequencies and PLs specified by those agencies:

- SEMSA/Riggs Ground Ambulance (currently the County's EMS provider and the Designated EMS Aircraft Dispatch Center)
- Westside Healthcare District
- All County-approved air ambulance service providers
- Los Banos Fire Department
- Merced City Fire Department
- Merced County XMD East
- Merced County XMD West
- CALCORD
- CalFIRE providing Fire/EMS services in the unincorporated areas of Merced County
- CalFIRE providing Fire/EMS services in the areas of:
 - Gustine/Santa Nella
 - Dos Palos
 - Atwater
 - Livingston

Qualified Air Ambulance Providers shall provide the following insurance coverage:

- a. Commercial General Liability which shall contain no General Aggregate Limit and a minimum limit of liability of not less than Two Million Dollars (\$2,000,000) per occurrence. The County and its officers, employees and agents shall be endorsed to the Commercial General Liability and Auto Liability policy as additional insured for using ISO form CG2026, as to any liability arising from the performance of any contract resulting from this proposal.
- b. Workers' Compensation (statutory limits) and Employer's Liability Insurance with limits of \$1,000,000 (bodily injury by accident/disease/each employee) must be maintained for all Bidder and Bidder's employees as required by law. The policy shall be endorsed to waive the insurer's subrogation rights against the County.
- c. Business Automobile Liability must be maintained with limits not less than \$1,000,000 each occurrence.
- d. Umbrella / Excess Liability Insurance with limits of at least \$4,000,000 excess of \$1,000,000 primary with respect to Automobile Liability and Employers Liability.
- e. Aircraft Liability Insurance with a minimum limit of liability of not less than Fifty Million Dollars (\$50,000,000) per occurrence.

- f. Professional (Malpractice) Liability in an amount not less than \$2,000,000 per occurrence / \$4,000,000 aggregate.
- g. All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$10,000 without the express written permission of the County, and if so, Contractor shall provide the entire policy of insurance as requested by the County.
- h. Other insurance conditions shall apply.

2.5 BIDDER'S QUALIFICATIONS

All Bidders seeking to be a Qualified Air Ambulance Provider and thereafter provide air ambulance clinical services and response to 911 scene patients within the County must meet or exceed the qualifications outlined in this section.

Merced County is seeking to engage the services of companies experienced in the delivery of air ambulance services. A Qualified Air Ambulance Provider in Merced County will have knowledge, expertise, and experience in aviation operations that include the provision of medical care either with their personnel, or with contracted medical personnel. Conversely, a Qualified Air Ambulance Provider may have the knowledge, expertise, and experience in patient care and have contracted for the provision of aircraft and FAA part 135 aviation services.

In order for a Bidder to be awarded a Qualified Air Ambulance Provider contract, they must meet or exceed each of the qualifying criteria listed below. Proposals will be evaluated based upon the Bidder's brief description of how they meet or exceed the criteria.

2.5.1 Bidders shall affirm their initial and ongoing agreement to comply with each requirement listed in Section 2.4, *Specific Compliance*.

Bidder is to list each requirement and note that they agree to the conditions. If the Bidder takes any exception, such are to be listed per Section 3.2.e of this RFP.

2.5.2 Bidders shall be representative of entities in good standing that have provided aviation and medical services in the most recent 5 years.

Provide a brief history of your company, including the number of years in business. State whether your organization is an individual proprietorship, partnership, corporation, or private nonprofit organization, and the date your company was formed or incorporated. Provide a statement as to any judgment, litigations, licensing violations, or other violations, outstanding or resolved, against your company in the past five (5) years to include:

- a. Any current or pending criminal cases or investigations against any officer or manager of Bidder or its contactor;
- b. Any criminal or civil cases or investigations for Medicare/Medicaid statute or contract violations involving the Bidder, its contactor and/or

their personnel.

- c. Any investigations for affirmative action violations involving the Bidder, its contactor, and/or their personnel.

Bidders will make available to the EMS Agency any outside agreements and contracts prior to their execution.

2.5.3 Bidders shall be, or shall subcontract with, an aviation services company that has provided FAA part 135 services to medical organizations in the most recent 5 years.

Bidders shall provide documentation, which demonstrates their certification (or that of their co-Bidder) to conduct VFR and NVG helicopter operations under Federal Aviation Administration Part 135 for the aircraft proposed in this RFP.

A copy of the aviation company's Part 135 certificate is to be included.

2.5.4 Bidders shall be currently CAMTS accredited.

A copy of the most recent accreditation is to be included.

2.5.5 Bidders shall have provided services similar to those required in this RFP in the most recent 5 years.

A summary of relevant background information describing your company's experience in the provision of air ambulance services similar to the requirements set forth under this proposal, which demonstrates your company's ability to provide the service described in your proposal. The relevant background information must include your experience in the provision of:

- Aircraft, aviation flight and maintenance services, aviation personnel, and back up aircraft; and
- Medical personnel of at least an EMT-Paramedic and Registered Nurse; If the above are not provided directly by your company, then identify the subcontracting/affiliated companies that will source the services.

2.5.6 Bidders shall have provided services similar to those required in this RFP to three or more hospitals and/or EMS agencies in the most recent 5 years.

Provide a list of at least five (5) customer references to which you have provided services similar to those requested under this RFP. Include the firm's name and the name, title, email address and telephone number of a contact person.

2.5.7 Bidders shall have experienced key personnel identified to manage the required services.

A brief description of the experience and qualifications of the proposed key staff members assigned to Merced County's air ambulance service, the percentage of their time that will be devoted to this contract, and identify the program/project manager.

2.6 BIDDER'S EXPERIENCE, SERVICES

The Scope of Work must be submitted by those Bidders seeking to become a Qualified Air Ambulance Provider to service the County's 911 scene requests.

The merit of each proposal received in response to this RFP will include each Bidder's brief narrative as it is described in the scope of work of their proposal. It is important that, in addition to your response to the qualifications section above, your proposal contain all information required for an effective review process. The responding proposal should be written in such a manner to provide sufficient detail to enable the Evaluation Committee members to know what is planned at every stage, and to make a judgment as to the probable success of the proposed effort.

Bidders are to respond to each of the sections below as their proposed Scope of Work.

2.6.1 FAA part 135 Experience

List the total number of hours the FAA certificate holder has flown in medical helicopters for the years 2012 through 2015 and then break out the number of hours in each of the following categories:

- Total number of medical helicopter hours flown
- SPVFR operations
- SPIFR operations
- NVG operations

2.6.2 Primary RW Aircraft

All proposal responses shall identify the Primary Rotor Wing (RW) aircraft it will provide, to include serial number and tail number.

2.6.3 Back-Up RW Aircraft

Bidder's will define its plan for use of back up aircraft, to include the maximum amount of time the Primary Aircraft will be out of service prior to a backup aircraft being provided. Bidder's shall note that the County may be entering into service agreements with more than one Qualified Provider, and in such cases whereby Qualified Provider is unavailable to respond to a service request, a different provider will be activated for response.

2.6.4 Aviation Personnel

Bidders shall describe their pilot staffing and work schedules, noting the use of permanent staff, and/or rotating/relief personnel. The Bidder shall also provide the following regarding a pilot's hours:

- Minimum number of helicopter flight hours for assignment as pilot in command
- Minimum number of helicopter aided night flying
- Minimum number of helicopter hours flying in mountainous terrain

The Bidder will outline the initial and recurrent training for pilots. At a minimum, the initial training will include the following:

- Initial training to include factory school or equivalent, and

- Recurrent training hours.

The Bidder will describe its local orientation program for pilots who will operate aircraft in response to Merced County flight requests.

Bidders are to describe mechanic staffing and hours expected to be on-site with the aircraft.

2.6.5 Medical Crew

Bidders shall describe the minimum credentials, qualifications, and clinical experience of its proposed medical flight crew. Additionally, a full description of the medical crew's clinical and safety related initial and ongoing trainings shall be described.

Bidders are to include a description of the proposed staffing and duty hours of the medical crew.

2.6.6 Service Delivery Plan (SPD)

The Bidder shall provide their Service Delivery Plan that defines their base location and compliance in meeting the Response Time Targets from that location.

All resources to be used in the provision of the air ambulance services shall be included in this SPD. The SPD will be finalized following contract award, taking into account modifications as may be required for other Qualified Providers.

2.6.7 Readiness and Response

The aircraft shall be staffed with a qualified pilot and crew 24/7.

The County recognizes that aircraft launch time (from the time that the call is received by the pilot until the aircraft lifts off) is a reflection of many factors including flight planning, weather verification and analysis, communication with the aviation operations center, the pilot's decision to accept or decline the mission based on aviation safety and appropriateness and the medical crew being mission ready. The bidder shall describe its reliability excluding weather to meet the Response Time Targets 90% of the time, and any factor other than weather that would cause its response to consistently fall below the 90% threshold.

Bidders are expected to coordinate all aviation maintenance and training activities with respect to the Merced EMS system's need for responsiveness and to be mission ready at all times. Bidders shall describe how their maintenance requirements will achieve maximum aircraft availability.

2.6.8 Interface with the Merced County EMS Dispatch Center

Bidders shall describe how the FAA part 135 Operator Operational Control

Center and/or the pilot in command of the aircraft will coordinate with the Merced County EMS Dispatch Center. Additionally, any specialized training that is required of the Merced County EMS Dispatch Center personnel shall be fully described, and provided by the successful bidder(s) at no cost to the County.

2.6.9 Base of Operations

Bidders shall identify the permanent base location(s) from which it will service the Merced County Air Ambulance requests.

2.6.10 Quality Management

Bidders shall describe its Quality Improvement plan for capture, monitoring and reporting the data required of Merced County specific to the services provided under this RFP. The county data requirements are outlined in Attachment D.

2.6.11 EMS Personnel Safety Training

Bidders shall describe the course content for training EMS field personnel regarding helicopter safety operations, and the frequency such courses will be held.

2.6.12 Safety and Risk Program

Bidders shall describe their medical crew safety and risk management program.

Bidders are to list any aviation accidents or incidents which they, or their part 135 contractor, have experienced within the most recent 3 years that were reportable as defined by federal or state law, and/or company insurance policy, noting circumstances, cause, and corrective action taken.

Additionally, Bidders are to list all workers' compensation losses within the past three years.

2.6.13 Patient Safety Program

Bidders are to provide documentation of the benchmarks and performance indicators that have been established specific to patient safety. Methods that have been used to measure and monitor performance in achieving patient safety goals and should be described.

2.6.14 Patient Rights, Medical Care

Bidders shall provide a copy of their policy on patient rights.

A copy of the bidder's current medical protocols will be attached to the proposal for the County's review.

2.6.15 Insurance Coverage

Bidders shall provide a copy of their policy and coverage limits as required in Section 2.4 above.

2.7 PATIENT CHARGE MASTER AND PAYMENT COLLECTIONS

As a result of the Federal Airline Deregulation Act, the County has no authority over a bidder's patient charges or collection practices; however, the County is accountable to its citizens to have contracted with air ambulance providers for response to county 911 requests which have reasonable fees and collections practices.

The revenue premise for this RFP is traditional fee-for-service in which the Bidder is solely responsible for billing and collecting its fees from patients and payors, for establishing its charges, negotiating payor contracts, and establishing community programs to defray air ambulance costs. There will be no County subsidy offered as part of this procurement.

Any existing contractual agreements or those anticipated arrangements within the first year of the contract, including membership programs, must be stipulated and fully described in the Bidder's response to this RFP.

Bidders are to provide a brief description of its collection practices for self pay and for balance billing of commercial and Medicare accounts.

Bidders shall provide a copy of the Patient Charge Master that will be applicable to Merced County 911 scene responses. Any changes that will impact the charges to Merced County patient transports are to be presented 30 days prior to implementation for LEMSA review and public posting. The County may terminate the Agreement for convenience.

FAILURE TO SUBMIT THE INFORMATION REQUESTED IN THIS SECTION WILL BE CONSIDERED AS "NONRESPONSIVE", RESULTING IN REJECTION OF PROPOSAL.

THE RESPONSE TO PATIENT CHARGE MASTER AND PAYMENT COLLECTIONS IS TO BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE #1 AND INCLUDED IN THE BIDDER'S RESPONSE TO THIS RFP.

2.8 NUMBER OF COPIES TO BE SUBMITTED

2.8.1 Please submit **one (1) original signature hard copies** of the response to this RFP to be **signed in blue ink** (original copies marked as such) and **six (6)** exact copies of the original and one soft copy via thumb drive. The original and each copy must also include a separate, sealed envelope (#1) with the patient charge master and patient collections response. The proposal and the contents of the sealed envelope #1 are to be included in the soft copy on the thumb drive.

2.8.2 **Bidder to submit one (1) paper copy of Financial Statement as set forth herein. The Financial Statement is to be in its own, separate, sealed envelope #2 for extraction from the Bidder's response and submission to the County Auditor for evaluation.**

2.8.3 Disclosure of any Self Insured Retention (SIR) associated with the insurance requirement in Section 2.4.

SECTION 3

GENERAL INFORMATION

3.1 GENERAL

Each Bidder shall submit a complete proposal that adheres to the required format as outlined below, along with requested copies, providing all information requested and a complete description of the functional operation of the services proposed. Failure to follow the prescribed format may result in rejection of your proposal.

Proposals must be complete in all aspects. A proposal may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind. A proposal may be rejected if any such defect or irregularity constitutes a material deviation from the proposal requirements. The proposal must contain all costs required by the proposal.

Proposals must be clearly marked as stated herein and must be received by the date and time specified.

The proposal must be typed. Every part of the proposal must be legible and of sufficient print clarity to allow copying of the document. Mistakes/Errors may be crossed out and corrections typed or printed adjacent to the mistake/error and initialed in ink by the person signing the proposal.

Special bindings, colored displays, etc., are not necessary. A single three-ring binder divided into sections by labeled tab index sheets is sufficient. Attachments that are not included in the binder should be clearly labeled according to the sections and titles provided therein. The proposal should be clear, complete and consistent with the proposal content requirements.

The Bidder's proposal shall clearly describe in detail how the Bidder will meet the requirements of this proposal and perform the Requirements. Additionally, the proposal should provide any special or unique qualifications which the Bidder believes it possesses to meet the requirements of this proposal. Only those levels of performance the Bidder actually believes can be accomplished should be stated as measurable objectives. Each of the major tasks, or activities to be undertaken, as a means of reaching such objectives, must be specifically identified. Display the essential points of activity in a time sequence showing the amount of time allotted to each activity.

3.2 REQUIRED PROPOSAL FORMAT

The proposal must follow the proposal content requirements and required table of Contents in the order in which they appear in the proposal. Proposals that do not conform to this format may not be considered for evaluation. Proposals must be typewritten and submitted on standard 8 1/2" by 11" paper. Each page must be clearly

and consecutively numbered. All proposals must be submitted in the name of the legal entity or authorized agency. Proposals must be signed in ink by the officer or officers legally authorized to bind the company, partnership or corporation.

The content and sequence of the proposal shall be as follows:

- a. Signature Page
- b. Cover Letter
- c. Table of Contents
- d. Executive Summary
- e. Exceptions
- f. Bidder's Qualifications
- g. Bidder's Experience, Services
- h. Proposed Patient Charges and billing practices (separate sealed envelope #1 included in the original and each copy of the Bidder's response)
- i. Financial Statement (only one set—in a **separate sealed envelope #2 to be opened and evaluated in the RFP process**)

The content for each subsection is addressed below:

- a. **Signature Page**
Bidder must complete and return the enclosed Signature Page (Attachment A, "Signature Page"). The Signature Page must be signed in blue ink by the officer or officers legally authorized to bind the company, partnership, or corporation.
- b. **Cover Letter**
The Cover Letter must be a maximum of a one (1) page introducing the Bidder. The Cover Letter must include the Bidder's name and address.
- c. **Table of Contents**
The Table of Contents must be a comprehensive listing of the contents included in your proposal. This section must include a clear definition of the material, Attachments and supplemental information identified by sequential page numbers and by section reference numbers.
- d. **Executive Summary**
The Executive Summary shall condense and highlight the contents of the Bidder's Business Proposal to provide the Evaluation Committee with a broad understanding of the Bidder's approach, qualification, experience and staffing.
- e. **Exceptions**
This portion of the proposal will note any exceptions to the requirements and conditions taken by the Bidder. Exceptions should clearly explain why the Bidder is taking exception to the requirements. If exceptions are not noted, the County will assume that the Bidder's proposal meets those requirements as specified herein and that the Bidder accepts and intends to abide by all stated terms,

conditions, and requirements. Exceptions will be accepted by the County, and will form a part of any resulting Contract, only if the County explicitly so states in writing.

Exceptions shall be noted as follows:

- Exceptions to the Bidder's Qualifications
- Exceptions to the Bidder's Experience, Services
- Exceptions to General Provisions
- Exceptions to Special Provisions
- Exceptions to Instructions for Submitting Proposal and Proposal Content Requirements
- Exceptions to any other part of this RFP
- Exceptions to terms in the Sample Agreement

f. Bidder's Qualifications

This portion of the proposal shall establish the Bidder's agreement with the compliance requirements of Section 2.5, and to document the Bidder's achievement of each of the qualifying criteria.

g. Bidder's Experience, Services

The Bidder shall respond to its experience and the services it intends to provide for each of the points listed in Section 2.6 of this RFP.

Bidder shall provide a separate sealed envelope #1 titled "Patient Charges and Billing Processes" in response to Section 2.7 of this RFP. This envelope will be opened only if a Bidder has successfully completed the Qualifying and Services evaluations of this RFP.

h. Proposed Patient Charges

Bidders shall provide a copy of the Patient Charge Master that will be applicable to Merced County 911 scene responses. Any changes that will impact the charges to Merced County patient transports are to be presented 30 days prior to implementation for LEMSA review and public posting.

THE RESPONSE TO PATIENT CHARGE MASTER AND PAYMENT COLLECTIONS IS TO BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE #1 AND INCLUDED IN THE BIDDER'S RESPONSE TO THIS RFP.

i. Financial Statement

FINANCIAL STATEMENT SUBMITTED WILL BE FORWARDED TO COUNTY AUDITOR-CONTROLLER FOR REVIEW AND DESTROYED OR RETURNED WITHIN SEVEN (7) WORKING DAYS FOLLOWING CLOSE OF RFP. IF YOU WISH TO HAVE YOUR FINANCIAL STATEMENTS RETURNED, A SELF-ADDRESSED, STAMPED ENVELOPE MUST BE ENCLOSED.

Provide copies of the Bidders most current and prior three (3) fiscal years

financial statements. Financial statements should include a balance sheet and income statement at minimum. Additionally, provide a listing of insurance loss and claims history that exceed \$50,000 per occurrence/claim for the years 2012 through 2014.

THIS INFORMATION TO BE PLACED IN A SEPARATE SEALED ENVELOPE #2 AND MARKED "BIDDER'S FINANCIAL STATEMENT" ON THE OUTSIDE OF THE ENVELOPE. FAILURE TO SUBMIT FINANCIAL INFORMATION WILL BE CONSIDERED AS "NONRESPONSIVE", RESULTING IN REJECTION OF PROPOSAL.

SECTION 4

BASIS OF AWARD, SELECTION PROCESS AND EVALUATION CRITERIA

4.1 BASIS OF AWARD

Award will be made to the Bidders whose proposal demonstrates to be the most qualified, responsive and advantageous to the County. **The County shall make an award in the best interests of the County and its patients after all factors have been evaluated.**

THE COUNTY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REJECT ANY OR ALL PROPOSALS OR ANY PART THEREOF, OR TO WAIVE ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT CONFINED TO COST ALONE. THE COUNTY SHALL NOT BE LIABLE FOR ANY COSTS INCURRED BY THE BIDDER IN CONNECTION WITH THE PREPARATION AND SUBMISSION OF THIS OR ANY OTHER PROPOSAL.

False, incomplete, or nonresponsive statements in connection with the proposal may be deemed sufficient cause for rejection. The County shall be the sole judge in making such determination. The County reserves the right to cancel or discontinue with the proposal process and reject any or all proposals in the event it determines that there is no longer a requirement for the furnishing of such items, materials, equipment and/or services, funding is no longer available for this proposal, or it is otherwise in the County's best interest to cancel the proposal process.

4.2 SELECTION OF EVALUATION COMMITTEE

An Evaluation Committee consisting of industry experts will be established to evaluate the proposals. It is the intent of the Evaluation Committee to select apparent successful Bidder(s) with a recommendation to initiate contract negotiations. Selection will be based upon the most responsive proposal(s).

4.3 EVALUATION CRITERIA

The Evaluation Committee will consider only those proposals which have been considered responsive to the RFP. Any proposal which fails to meet the requirements of the RFP will be considered non-responsive and may be rejected. Responsiveness includes attention to detail in following the proposal format. The Evaluation Committee may also contact and evaluate the Bidder's references; contact any Bidder to clarify any response; contact any current users of a Bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The Evaluation

Committee shall recommend those proposal(s) that are the most qualified, responsive, and cost-effective and in the best interest of the County and its patients.

The evaluation process will be taken in three consecutive phases, and Bidder's must successfully receive the minimum score in a phase in order to advance for evaluation in the next phase. The three phases are:

- Phase I: Bidder Qualifications/ Credentials of which a Bidder must demonstrate they meet or exceed each of the 6 listed areas of credentials in table 2 below;
- Phase II: Bidders must achieve at least 80% (264 points) of maximum 330 points of the Qualified Air Ambulance Provider Criteria as outlined in table 3 below; and then
- Phase III: Bidder's proposed charges to the patient will be ranked as reasonable or unreasonable based upon comparison to the benchmark of the Medicare Fee Schedule as set forth below.

Phase II of the proposals will be scored applying a comparative scoring methodology. The focus of the procurement is to select air providers who, based upon the credentialing, and scoring meets or exceeds the County's specifications for the services outlined in this RFP.

Table 2. Phase I of Bidder Evaluation

Bidder's Qualifications/Credentials	Meets
(Must meet or exceed each of following qualifying provisions as outlined in Section 2.5)	Yes or No
Agrees to compliance with Section 2.4	
Entity is in good standing	
Valid and current FAA part 135 certificate	
Currently CAMTS accredited	
Experience in providing similar services	
Experienced key personnel	

Table 3. Phase II of Bidder Evaluation

Qualified Air Ambulance Provider Criteria (must have met or exceeded Bidder Credentials)	Maximum Points
Part 135 Experience	30
Proposed Primary and Back-up Aircraft	10
Aviation Personnel Qualifications, Training	30
Medical Crew Qualifications, Training	30
Service Delivery Plan	80
Readiness, Flight Crew Availability	30
Bidder dispatch interface with EMS Dispatch	10
Quality Management	30
EMS Field Personnel Training	20
Safety and Risk Program	30
Patient Safety Program	30

Phase III of the Bidder evaluation process shall be benchmarked against the 2016 Medicare Fee Schedule Rural Rates for Northern California.

Merced County patients transported by air ambulance have historically experienced charges at 400% of the then current Medicare rural base rate and 625% of the then current rural loaded mileage rate. The County has supported these as reasonable charges. As a result of the Federal Airline Deregulation Act, the County has no authority to set patient charges through this RFP; however, the County is responsible to advise those persons for whom it requests air transport will be charged reasonable fees. Therefore, Phase III of the evaluation process will benchmark Bidder’s proposed patient charge structures against the Medicare Fee Schedule for Rotor Wing services. The County will annually provide the public with each successful Bidder’s then current patient transport charges.

4.4 NOTICE OF INTENT

A "Notice of Intent to Negotiate" will be sent to all participating Bidders upon Evaluation Committee recommendation to initiate contract negotiation. This “Notice of Intent to Negotiate” will be sent to all participating Bidders by U.S. postal mail and/or email.

A “Notice of Intent to Award” will be sent to all participating Bidders upon completion of the contract negotiation and the agreement is on the Board of Supervisors agenda.

4.5 NEWS RELEASES

News releases by the Bidder pertaining to the award resulting from this proposal shall not be made without prior written approval of the County.

4.6 DEBRIEFING

A debriefing shall be held before the award of the Contract upon the timely request of an unsuccessful Bidder for the purpose of receiving information concerning the evaluation of the Bidder's proposal. The request must be in writing, dated, signed either by the Bidder or a legally authorized individual on behalf of the Bidder and be received by the County's Department of Administrative Services-Purchasing at 2222 "M" Street, Merced, California 95340 within three (3) working days following the County's U.S. postal mail or facsimile of the "Notice of Intent to Award". Each requesting Bidder will be allotted a maximum of one hour for any debriefing conference. The information provided by the County will be based on the Evaluation Committee determinations of your company's submitted proposal as it relates to the evaluation criteria as stated herein above. The debriefing may be held, in the discretion of the County, by telephone conference call. The debriefing is not the forum to challenge the proposal's specification, requirements, or the selection criteria. The debriefing procedure provided herein to all requesting and unsuccessful Bidders to the County's Request for Proposal is the exclusive and sole remedy and means of receiving information regarding the respective Bidder's evaluation and preliminarily challenging the award of the Contract.

4.7 PROTEST

The protest process is made available in the event that an unsuccessful Bidder cannot reach agreement with the County after undergoing the debriefing process described herein above.

Should an unsuccessful Bidder request a debriefing, and believes its proposal to be the most responsive to the County's proposal and that the County has incorrectly selected another Bidder for award, the appealing Bidder may submit a protest of the selection as described below:

All protests must be made in writing, dated, signed by the Bidder or an individual authorized to sign Contracts on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Bidder must provide facts and evidence to support the protest.

Protest(s) to County's Intent to Award must be sent either by U.S. mail, postage prepaid, or by personal delivery to:

County Executive Officer
County of Merced
2222 "M" Street
Merced, California 95340

All protests in relationship to the County's intended award decision must be received by the County Executive Officer no later than seven (7) working days following the County's U.S. postal mail or facsimile of the "Notice of Intent to Award" to the Bidder.

4.8 PROTEST PROCEDURES

A Bidder protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest", the Bidder has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Bidder under this procurement. Upon exhaustion of this remedy no additional recourse is available with the County of Merced.

Upon receipt of the formal protest, the County Executive Officer, or his/her designee, will attempt to resolve the protest. If the protest has not been resolved, the Bidder will have an opportunity to address the Board of Supervisors stating their concerns. The decision of the Merced County Board of Supervisors constitutes the final step of the Bidder's administrative remedy.

A protest shall be disallowed when, in the judgment of the County Executive Officer, or his/her designee, or County Board of Supervisors, it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

In the event that a protesting Bidder does not appear at the protest hearing as scheduled by Merced County, the protest will be disallowed.

SECTION 5

TERMS AND CONDITIONS

5.1 REQUEST FOR PROPOSAL CLOSING DATE

Proposals must be received in the Merced County Department of Administrative Services-Purchasing on or before 4:00 p.m. on date specified on each separate proposal.

Proposals shall be presented under sealed cover and clearly identified on the outside to read:

- Name of the bidder
- Address of the bidder
- Subject of the Proposal
- Request for Proposal Number
- Proposal Submittal Deadline Date

The time specified will be as defined by the official time clock in the office of the Department of Administrative Services-Purchasing, 2222 "M" Street, Room 1, Merced, California 95340. It is the sole responsibility of the submitting Bidder to ensure that its proposal is received before the submission deadline.

Proposal must be labeled as:

Merced County Request For Proposal No. **7144**

Without law or policy to the contrary, if the Bidder took reasonable steps to submit the proposal in due time, and failure of the proposal to be on hand at the time of closing was not the result of negligence or other fault of the Bidder, but was the result of negligence by the County, the County reserves the right to accept such proposal.

All proposals shall remain firm for at least one hundred twenty (120) days following the proposal closing date. The County reserves the right to withhold an award of the proposal for one hundred twenty (120) days from date of closing.

All proposals and accompanying documentation submitted by the Bidders will become the property of the County and will not be returned. Proposals shall be based on the material contained in the proposal. Bidders are instructed to disregard any prospective oral representations it may have received prior to the solicitation of the proposal.

Cost for developing and preparing the proposal is solely the responsibility of the Bidder whether or not any award results from this solicitation. Further, the cost of developing

and preparing responses to the proposal will not be allowed as direct or indirect charges under any resulting Contract.

No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications will be effective without prior written consent of the County.

THE COUNTY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REJECT ANY OR ALL PROPOSALS OR ANY PART THEREOF, OR TO WAIVE ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT CONFINED TO PRICE ALONE. THE COUNTY SHALL NOT BE LIABLE FOR ANY COSTS INCURRED BY THE BIDDER IN CONNECTION WITH THE PREPARATION AND SUBMISSION OF THIS OR ANY OTHER PROPOSAL.

5.2 ANNOUNCEMENT OF PROPOSALS

All proposals received by the published date and time for submission will be publicly announced at the Department of Administrative Services-Purchasing at 2222 "M" Street, Merced, California 95340. The name of each Bidder will be publicly read and recorded. All other information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Bidders during the evaluation process. Representatives from organizations submitting proposals may be present, but attendance at the announcement of the proposals is not mandatory. No award decision, pricing, or exchange of views will be discussed at the proposal announcement.

5.3 INTERPRETATION, CORRECTIONS AND ADDENDA

The Bidder must carefully examine the specifications, terms and conditions provided in the Request for Proposal and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the "REQUIREMENTS", or any other related matters, shall immediately notify the contact person as shown below of such concern in writing and request clarification or modification of the document(s) no later than the Question and Answer deadline as set forth under Section 1.7, "SCHEDULED ACTIVITIES". No further requests for clarification or objections to the proposal will be accepted or considered after this date. Any change in the proposal will be made only by written addendum, issued by the Department of Administrative Services-Purchasing to each firm in receipt of the Request for Proposal and shall be incorporated in the proposal. The Bidder shall sign and date the addendum and submit same with the proposal. **Any oral communication by the County's designated contact person or any other County staff member concerning this proposal is not binding on the County and shall in no way modify this proposal or the obligations of the County or any Bidders.**

The Bidder may FAX requests to (209) 725-3535, E-mail to the Buyer whose name is specified on RFP, or mail to:

Merced County Department of
Administrative Services-Purchasing
2222 "M" Street, Room 1
Merced, California 95340
Attention: Request For Proposal Information **7144**

All inquiries shall be directed to the designated County staff person shown on the RFP. Contact with any other County personnel or any undue "badgering" of such County personnel by the Bidder is prohibited. Failure to comply with this request may be considered cause for disqualification of your proposal.

5.4 DISCUSSION WITH RESPONSIBLE BIDDERS AND CLARIFICATIONS TO PROPOSAL

The County may, in its sole discretion, conduct discussions with Bidders who submit proposals determined to be responsive and have the potential of being selected for an award, for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Such clarifications may be permitted after submission of proposals and prior to award. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Bidders to anyone outside the Evaluation Committee. The purpose of such discussions shall be to examine Bidders':

- Qualifications.
- Proposed method of performance.
- Proposed personnel and facilities.
- Patient Charges.

All Bidders submitting a proposal for consideration agree that their company will be willing to enter into a final Agreement if awarded this proposal. The County may, in its sole discretion, negotiate certain terms and conditions of such final contract after identification of the apparent successful Bidder. However, Bidders should not assume that any terms of this RFP or other applicable terms and conditions are subject to later negotiation, and should instead assume that all such terms and conditions are mandatory conditions of participation in this RFP process. Negotiated changes, if any, will not change the "Requirements".

5.5 ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER

Based upon the qualifying and respective evaluations, the Evaluation Committee will recommend commencement of contract finalization. The Board of Supervisors will officially decide to select or reject the negotiated contract.

5.6 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this proposal, it will be the basis for rejection of the proposal.

5.7 RULES FOR WITHDRAWAL OR REVISION OF PROPOSALS

A proposal which is submitted prior to the deadline may be withdrawn or revised any time prior to, but not after, the deadline for receipt of proposals provided that the request for withdrawal or revision is in writing and executed by the Bidder's duly authorized representative. The request for withdrawal or revision of the proposal must be filed with the County of Merced, Department of Administrative Services-Purchasing, before the deadline for the receipt of proposals. The withdrawal of a proposal shall not prejudice the right of a Bidder to submit a new proposal, provided the Bidder can submit the new proposal by the deadline stated herein.

5.8 SUBCONTRACTING

Any Bidder using a Subcontractor(s) must clearly explain the use of the Subcontractor(s) and list the name(s) of the Subcontractor(s) providing work under this proposal. The selected Bidder will be fully responsible for all work performed under this proposal and will be considered as the Prime Contractor. Any Sub-Contracting, or other legal arrangements made by the Bidder are the sole responsibility of the Bidder. Any Contract that is entered into between the selected Bidder and the Subcontractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work. Bidder awarded any contract as a result of this proposal shall obtain County written approval of sub-contractors identified in Bidder submittal prior to execution of contract.

5.9 JOINT VENTURES

In the event a proposal is submitted jointly by more than one organization, one legal entity must be designated as the Prime Contractor. All other participants shall be designated as Subcontractors.

5.10 CONFIDENTIALITY

The contents of all proposals, correspondence, agenda, memoranda, or any other medium which discloses any aspect of a Bidder's proposal shall be held in the strictest confidence. THE CONTENTS OF ALL WORKING PAPERS, TRADE SECRETS, PROPRIETARY DATA, AND DISCUSSIONS RELATING TO THE BIDDER'S PROPOSAL SHALL BE HELD CONFIDENTIAL INDEFINITELY UNLESS THE PUBLIC

INTEREST IS BEST SERVED BY AN ITEM'S DISCLOSURE BECAUSE OF ITS DIRECT PERTINENCE TO A DECISION, AGREEMENT OR AN EVALUATION OF THE PROPOSAL. The County cannot and does not give any assurances or guarantees that such information could not be ordered released under the California Public Records Act by a court of law, or be otherwise releasable there under, if requested by any third party. The Bidder should clearly mark any of the information within their proposal that is proprietary. The County will be guided by the California Public records Act and the definition of Trade Secrets under California Civil Code Section 3426.1, but in no case will the following be considered proprietary: a) the final cost of the bid or proposal; b) information that is not clearly marked as proprietary in nature; c) information that, though marked as proprietary, is not actually proprietary; d) information that is otherwise generally available as information or technology within the subject trade, industry or profession.

BIDDER SHALL NOT DESIGNATE THE ENTIRE PROPOSAL AS PROPRIETARY. SUCH ATTEMPTED DESIGNATION WILL NOT BE HONORED.

Submission of a proposal by a Bidder shall constitute an agreement to the provision for public announcement. The County shall not be obligated to release information contained in any Bidder's RFP submittal that has been marked as proprietary, without the written consent of the Bidder. Any agency requesting such information so marked as proprietary must obtain such written authorization directly from Bidder and forwarded to County.

County shall not be required to contact any bidder for information on behalf of any requesting agency. Merced County shall have the sole discretion and exclusive authority to determine if any other party has properly obtained the right to have access to proprietary information.

5.11 PUBLIC AGENCY PARTICIPATION

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation (hereinafter referred to as Public Agency) shall have the option of participating in any award made as a result of this proposal at the same prices, and terms and conditions. The County is not an agent, partner, or representative of the Public Agency, and is not obligated or liable for any financial responsibility in connection with purchase orders issued by any Public Agency. The Public Agency shall accept sole responsibility for placing orders or payments to the successful Bidder.

5.12 PRICING CONDITIONS

All proposals shall remain firm for at least one hundred twenty (120) calendar days after RFP Submittal Deadline unless otherwise specified. Within one hundred twenty (120) calendar days after the RFP Submittal Deadline opening, a contract may be awarded by the County, as it may deem proper, in its absolute discretion. The time for

awarding a contract may be extended at the sole discretion of the County, if required to evaluate proposals or for such other purposes as the County may determine.

5.13 DETERMINATION OF BIDDER'S RESPONSIBILITY

a. Responsible Bidder

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, financial strength, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Bidders.

b. Non-responsible Bidder

The County may declare a Bidder to be non-responsible for purposes of this proposal for a variety of reasons, some of which are listed below. This is not an exclusive list - reasons may include the following but are limited to the below:

- Committed any act or omission which negatively reflects on the Bidder's quality, fitness, financial strength, or capacity to perform any Contract that may be derived from this proposal with the County or a Contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same; or
- Committed an act or omission which indicates a lack of business integrity or business honesty; or
- Made or submitted a false claim against the County or any other public entity; or
- Submitted false, incomplete or unresponsive statements or omitted requested documentation in connection with this proposal.

5.14 PUBLIC DISCLOSURE

All public records of the County are available for disclosure except the contents of the proposals received in response to an RFP, which are not open for public review until the contract between the awarded Bidder and the County is agendized with the Board of Supervisors. In the event that an unsuccessful Bidder files an official request to view the awarded Bidder's proposal, the County must comply with appropriate public disclosure procedures. However, information specifically designated in the proposal as proprietary will not be made available.

5.15 QUALIFICATIONS OF BIDDER

The County may make such investigation as it deems necessary to determine the ability of the Bidder to provide the services requested herein, and the Bidder shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any proposal should the evidence

submitted by, or investigation of, the Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the proposal and to complete the requirements contemplated therein.

5.16 DISQUALIFICATION OF BIDDER

A Bidder may be disqualified and the proposal rejected, in addition to any other cause for rejection as set forth elsewhere in this proposal, for any of, but not limited to, one of the following reasons:

- Proof of collusion among Bidders, in which case all proposals involved in the collusive action will be rejected and any participant to such collusion will be barred from future bidding until reinstated as a qualified Bidder.
- Lack of responsibility or cooperation as shown by past work or services provided to the County or others.
- Being in arrears on existing Contracts with the County or having defaulted on previous Contracts.
- Delivery of their proposal after the deadline specified in the proposal.
- Incomplete information or missing documents as required in the proposal.

5.17 INTEGRITY OF EXPENDITURE

The Bidder assures that every reasonable course of action will be taken to maintain the integrity of expenditure of public funds and to avoid any favoritism, questionable or improper conduct, if awarded any Contract that may result from this proposal.

5.18 GRATUITIES

Neither the Bidder nor any person, firm, or corporation employed by the Bidder shall give, directly or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or any promise, obligation, or Contract for future reward or compensation, neither during the proposal process nor during the performance of any Contract period resulting from this proposal.

5.19 CONFLICT OF INTEREST

The Bidder covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this proposal. Bidder shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. Bidder shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables them to influence any award of this proposal or any competing offer, shall have any direct or indirect financial interest resulting from any contract that may be derived from this proposal or shall have any relationship to the Bidder or officer or employee of the Bidder, nor that any such person will be employed by Bidder in the performance of any contract that may be derived

from this proposal without immediate divulgence or such fact to the County.

5.20 INDEPENDENT CONTRACTOR

It is expressly understood that in the performance of any services resulting from this proposal, Qualified Air Ambulance Providers are an independent Contractor and is not an agent or employee of the County and warrant that all persons assigned to the program/project are employees of the Qualified Air Ambulance Providers. In the event the contracted Qualified Air Ambulance Providers shall employ others to complete or perform the services provided, Bidder shall be solely responsible and hold the County harmless from all matters relating to the payment of such person(s).

It is mutually understood and agreed that no employee-employer relationship will be created between County and Bidder or County and Bidder's employees, and that the awarded Bidder shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premium imposed or required by workers' compensation, unemployment insurance, social security, income tax or other statutes or codes applying to Bidder, or its sub-Contractors and employees, if any. It is mutually agreed and understood that the Bidder, its Subcontractors and employees, if any, shall have no claim under any Contract that may result from this proposal or otherwise against County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

5.21 FEDERAL, STATE, AND LOCAL TAXES

Qualified Air Ambulance Providers shall pay all taxes lawfully imposed upon it with respect to this proposal or any product delivered with respect to the Contract. The County makes no representation whatsoever as to the exemption from liability to any tax imposed by any government entity on the Qualified Air Ambulance Providers.

5.22 OSHA REQUIREMENTS

All material, equipment, or labor submitted under this proposal by Bidder shall meet the required standards of OSHA 1970 and CA-OSHA 1973. Bidder warrants that the described material, equipment or labor meets all appropriate OSHA safety and health requirements. Further, it warrants that the said material or equipment will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substance that could pose a hazard to the health or safety of anyone who may use the material or equipment or come into contact with the material or equipment.

5.23 ENVIRONMENTAL PROTECTION

Qualified Air Ambulance Providers shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clear Air Act (41 USC 1857(h)), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11738,

and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal Contracts, grants, and loans of facilities included on the EPA List of Violating Facilities. The Contractor shall report violations to the applicable federal agency and the US EPA Assistant Administrator for enforcement.

5.24 DRUG FREE WORK PLACE

Qualified Air Ambulance Providers must certify that it will provide a drug-free workplace as set forth by the Federal Drug-Free Workplace Act of 1988.

5.25 PREVAILING WAGE RATES

Should the proposal call for the Qualified Air Ambulance Providers to be responsible for any site preparation activities, the Bidder will be required to certify adherence to the requirements of all state and federal laws relating to the payment of prevailing wage rates for work performance under public Contract laws, specifically, as covered by the federal Davis-Bacon Act and California Labor Code 1720 et seq. A copy of this wage scale may also be obtained from the office of the Director of Industrial relations, State of California, or <http://www.dir.ca.gov/DLSR/PWD/mer.xls>.

It shall be mandatory upon the Qualified Air Ambulance Providers r to whom the contract is awarded, and upon all subcontractor under him, to ascertain and pay not less than the latest general prevailing hourly rates for Saturday, Sunday, Holidays, and overtime work for each workman or mechanic employed in the execution of the work of this project as per determination made by the Director of Industrial Relations, California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1.

5.26 CONTRACTOR, SUB-CONTRACTOR REGISTRATION

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

5.27 COMPLIANCE WITH LAWS

Qualified Air Ambulance Providers shall otherwise perform all obligations under the resulting Contract in compliance with all applicable federal, state, and local laws, rules, regulations, and policies.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of

Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

5.28 LEGAL CONSIDERATIONS

Any Bidder, by submission of a response to this proposal, and any subsequent contract that may be derived from this proposal, shall be deemed and have agreed to be bound by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

Notwithstanding any other provisions of this proposal, any dispute concerning any question of fact or law arising under this proposal, or arbitration arising out of any contract that may be awarded as a result of this proposal, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

5.29 OUT-OF-STATE BIDDER

Where the Bidder is an Out-Of-State Bidder, not doing business in the State of California, the package bid or purchase price, for the purpose of determining the lowest price bid, shall be increased by applicable retail rate of general sales tax and use tax when and where applicable.

5.30 BUSINESS LICENSE

Prior to the issuance of any purchase order and/or the performance of any contract derived from this bid, the successful bidder and its subcontractors shall be required to maintain a Merced County Business License in accordance with the County of Merced Ordinance No. 1705, "An Ordinance Establishing a requirement for a Business License and Temporary Business License and/or persons operating in the unincorporated areas of Merced County (www.caed.merced.ca.us).

It is the intent of the Board of Supervisors of the County of Merced to authorize that no person shall maintain, conduct, or carry-on a business, whether or not for profit, located in whole or in part at a fixed place of business within the County and outside the limits of any incorporated city, without first obtaining a license to operate as provided under the County of Merced Ordinance No. 1705.

DEFINITIONS

The following definitions are applicable to this Request For Proposals (RFP).

Air Ambulance –means a rotor wing aircraft specially constructed, modified or equipped, and used for the primary purpose of responding to emergency calls and transporting critically ill or injured patients, whose medical flight crew has a minimum of two (2) attendants certified and is licensed in advanced life support.

Bidder - A person, partnership, firm, corporation, or joint venture submitting a bid proposal for the purpose of obtaining a County Contract.

CAMTS – Commission on Accreditation of Medical Transport Services

Closing Date/Time - The day and time the Request for Proposal must be received in the office of the Department of Administrative Services - Purchasing Division for acceptance.

Contract - Comprises the Request for Proposal (RFP), any addenda thereto, the bid proposal, and the purchase order if appropriate. The Contract constitutes the entire agreement between the County and the awarded Bidder.

Contract Administrator - The Contract Administrator will be the single authority to act for the County under the Contract.

County - The County of Merced, a political subdivision of the State of California.

Deliverable - The physical evidence such as documentation, certification of completion, hardware/software delivery, etc. which shows that a specific work has been completed as specified in the Scope of Work.

"Designated EMS Aircraft Dispatch Center" - An entity which has been designated by the local EMS agency for the purpose of communicating with and coordinating air ambulance or rescue aircraft response to the scene of a medical emergency within the jurisdiction of the local EMS agency. In Merced County, this dispatch center is also the secondary PSAP (Public Safety Answering Point) for its ground ambulance provider dispatch. This dispatch center has no authority over aviation flight decisions as are promulgated solely by the FAA.

Duly Appointed Officer - Person who has the legal authority to enter into and sign contracts on behalf of the Bidder.

EMS Agency – as referenced herein, shall mean Merced County.

Evaluation Committee - A committee of industry experts established to review and evaluate proposals to determine the Contract award.

FAA – Federal Aviation Administration.

Flight Nurse – A Registered Nurse that has received the EMS Agency Authorization as a Mobile Intensive Care Flight Nurse (MICFN), and shall further meet or exceed the clinical credentialing requirements as specified in section 2 of this RFP.

Flight Paramedic – An EMT-Paramedic that has received the EMS Agency local Paramedic Accreditation and Mobile Intensive Care Flight Paramedic (MICFP) Authorization, and shall further meet or exceed the clinical credentialing requirements as specified in section 2 of this RFP.

Formal Date of Award - Effective date the Board of Supervisors take formal action to award the subject RFP to the most responsive Bidder.

Health Information Exchange (HIE) - Health Information Exchange (HIE) is the electronic movement of health-related information among organizations according to national, regional and locally recognized standards for interoperability, security and confidentiality.

Joint Ventures - Two or more corporations or entities that form a temporary union for the purpose of the RFP.

May – Indicates something that is not mandatory but permissible.

Must/Shall – Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.

Notice of Intent to Award - Letter sent by County to all participating Bidders advising them of the date the County Board of Supervisors will hear and possibly take action in awarding the Contract to the apparent successful Bidder as recommended by the Evaluation Committee.

Notice of Intent to Negotiate – A "Notice of Intent to Negotiate" will be sent to all participating Bidders upon Evaluation Committee recommendation to initiate contract negotiation. This "Notice of Intent to Negotiate" will be sent to all participating Bidders by U.S. postal mail and/or email.

Objectives/Sub-Tasks - Detailed activities that comprise the actual performance of the Goal/Task. The total of all Goals/Tasks and Objectives/Sub-Tasks makes up the "Scope of Work".

Part 135 Certificate – certificate issued by the FAA that permits a commercial aircraft operator to perform air-taxi operations for compensation or hire.

Qualified Air Ambulance Provider or Qualified Provider - A partnership, firm, corporation, or joint venture that meets the Bidder Qualifications as outlined in section 2D, of this RFP and enters into an agreement with Merced County to provide primary response to scene (911) calls.

Project Director - The person named by the County who will oversee the project associated with the RFP who will be the first contact regarding any questions, problems, and any other

issues that arise during the Contract period.

Proposal Deadline - The closing date associated with this RFP.

Response Time Targets – the maximum amount of time, from call receipt until arrival over scene. The County has established a maximum Response Time Target of 16 minutes to the Merced urban area, 21 minutes to central Merced County area, and 26 minutes to the rural areas and 30 minutes to the far western edge of the County.

Scope of Work - The mutually agreed to document which describe tasks, dependencies, the sequence and timing of events, deliverables, and responsible parties associated with the various phases of the proposal.

Service Delivery Plan (SDP) – a plan submitted by the Bidder which describes the Bidder's plan for service delivery from its base to areas of Merced County within the County's Response Time Targets.

Subcontractors - Any person, entity or organization, to which Bidder or County has delegated any of its obligations hereunder.

EXHIBIT 1
Sample Agreement

**AGREEMENT FOR SPECIAL SERVICES
(CONTRACTOR)**

**MERCED COUNTY
CONTRACT NO. _____**

THIS AGREEMENT, is made and entered into by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "County"), and (name of contracting company or individual; specify the type of organization such as - government agency, individual, corporation, partnership, i.e. "California Skilled Nursing and Care Company", a California Corporation), located at (Street Address, Suite No., City, State) (hereinafter referred to as "Contractor").

WHEREAS, County desires to contract with Contractor for special services which consist of (list the type of services you desire to contract for); and

WHEREAS, Contractor is specially trained, experienced, and competent to perform such services in connection with (list type of services to be rendered) pursuant to (include any government code sections that may be applicable to this agreement); and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

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

1. SCOPE OF SERVICES

Contractor shall provide (list type of services to be rendered) services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. Contractors' services include, but are not limited to, the following:

- A. (describe in detail the service to be performed by Contractor)
- B. _____

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

- Exhibit A - (i.e., County's Request for Proposal, Statement of Work, etc.)
- Exhibit B - (i.e., Contractors Responding Proposal, Proposed Budget, etc.)
- Exhibit C - (i.e., Related Documentation)

2. TERM

The term of this Agreement shall commence on the ____ day of _____, 20____, and continue until the ____ day of _____, 20____, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENIENCE" or "TERMINATION FOR CAUSE", as set forth elsewhere in this Agreement.

3. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

County of Merced c/o

Contractor

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

4. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The compensation paid to CONTRACTOR pursuant to this Agreement is based on COUNTY'S continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of the COUNTY arising from this Agreement shall be immediately discharged. COUNTY agrees to inform CONTRACTOR no later than ten (10) calendar days after the COUNTY determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by CONTRACTOR arising out of performance of this Agreement must be submitted to COUNTY prior to the final date for which funding is available. In the alternative, COUNTY and CONTRACTOR may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, the COUNTY may, if funding is provided to the COUNTY in the form of promises to pay at a later date, whether referred to as "government warrants," "IOUs," or by any other name, the COUNTY may, in its sole discretion, provide similar promises to pay to the CONTRACTOR, which the CONTRACTOR hereby agrees to accept as sufficient payment until cash funding becomes available.

5. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by County at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, County shall have no further liability to Contractor except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by County. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by Contractor prior to, and in connection with, discontinuing the work hereunder.

6. TERMINATION FOR CAUSE

The County may terminate this Agreement and be relieved of making any payments to Contractor, and all duties to Contractor should the Contractor fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the County may proceed with the work in any manner deemed proper by the County. All costs to the County shall be deducted from any sum otherwise due the Contractor and the balance, if any, shall be paid to the Contractor upon demand. Such remedy is in addition to such other remedies as may be available to the County provided by law.

7. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

8. INSURANCE

A. Prior to the commencement of work, and as a precondition to this contract, Contractor shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Contractor shall provide a certificate of insurance and endorsements naming County as an additional insured on each policy. The insurance carrier shall be required to give County notice of termination at least 10 days prior to the intended termination of any specified policy. Each certificate of insurance shall specify if Contractor has a SIR, and if so, Contractor shall be required to provide the entire policy of insurance with which it has a SIR.

1. Commercial General Liability which shall contain no General Aggregate Limit and a minimum limit of liability of not less than Two Million Dollars (\$2,000,000) per occurrence. The County and its officers, employees and agents shall be endorsed to the Commercial General Liability and Auto Liability policy as additional insured for using ISO form CG2026, as to any liability arising from the performance of any contract resulting from this proposal.
2. Workers' Compensation (statutory limits) and Employer's Liability Insurance with limits of \$1,000,000 (bodily injury by accident/disease/each employee) must be maintained for all Bidder and Bidder's employees as required by law. The policy shall be endorsed to waive the insurer's subrogation rights against the County.
3. Business Automobile Liability must be maintained with limits not less than \$1,000,000 each occurrence.

4. Umbrella / Excess Liability Insurance with limits of at least \$4,000,000 excess of \$1,000,000 primary with respect to Automobile Liability and Employers Liability.
5. Aircraft Liability Insurance with a minimum limit of liability of not less than Fifty Million Dollars (\$50,000,000) per occurrence.
6. Professional (Malpractice) Liability in an amount not less than \$2,000,000 per occurrence / \$4,000,000 aggregate.
7. All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$10,000 without the express written permission of the County, and if so, Contractor shall provide the entire policy of insurance as requested by the County.
8. Other insurance conditions shall apply.

B. Insurance Conditions

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County's Risk Manager.
2. Each of the above required policies shall be endorsed to provide County with 30 days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

9. INDEMNIFICATION

Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, COUNTY, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor.

Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, sub-Contractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or

judge to be the sole and legal result of the willful misconduct of County. This duty shall arise at the first claim or allegation of liability against County. Contractor will on request and at its expense defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

10. PATENT INDEMNITY

The awarded Bidder shall hold the County, its officers, agents, and employees, harmless from liability of any nature in kind, including costs and expenses, from infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with this proposal. The Bidder may also be required to furnish a bond or other indemnification to the County against any and all loss, damage, costs, expenses, claims, and liability for patent or copyright infringement.

11. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that Contractor is an independent Contractor in the performance of the work duties and obligations devolving upon Contractor under this Agreement. County shall neither have, nor exercise any control or direction over the methods by which Contractor shall perform the assigned work and functions. The contractual interest of County is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and Contractor shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security=income tax; and any other obligations from statutes or codes applying to Contractor, or its sub-Contractors and employees, if any.

It is mutually agreed and understood that Contractor, its sub-Contractors and employees, if any, shall have no claim under this Agreement or otherwise against the County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

Contractor shall insure that all its personnel and employees, sub-Contractors and their employees, and any other individuals used to perform the contracted services are aware and expressly agree that County is not responsible for any benefits, coverage or payment for their efforts.

12. RECORDS, INFORMATION AND REPORTS

Contractor shall maintain full and accurate records with respect to all matters covered

under this Agreement. To the extent permitted by law, County shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

To the extent permitted by law, Contractor shall furnish County such periodic reports as County may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith shall be borne by the Contractor.

13. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by Contractor hereunder are the exclusive property of County and upon request of County shall be delivered to County upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of County, and to the extent permitted by law, shall become the property of the County. Contractor may retain copies thereof for its files and internal use.

Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by County.

14. QUALITY OF SERVICE

Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement.

Contractor shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, drawings, specifications, designs, and/or other related items or services.

15. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of County as provided in this Agreement are expressly conditioned upon Contractor's compliance with the provisions of this Agreement to the personal satisfaction of the County. County shall determine compliance in good faith as a reasonable person would under the circumstances.

16. PUBLIC AGENCY PARTICIPATION

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation of California (hereinafter referred to as Public Agency) located in the State of California shall have the option of participating in this agreement at the same prices and terms and conditions. The County is not an agent, partner, or representative of the Public Agency, and is not obligated or liable for any financial responsibility in connection with purchase orders issued by any Public Agency. The Public Agency shall accept sole responsibility for placing orders or payments to the successful Bidder.

17. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

18. COUNTY NOT OBLIGATED TO THIRD PARTIES

County shall not be obligated or liable hereunder to any party other than Contractor.

19. LAWS, LICENSES, PERMITS AND REGULATIONS

Contractor and County agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor and County, their sub-grantees, Contractors, or sub-Contractor, and their work.

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Merced and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

20. LIMITED AFFECT OF WAIVER OR PAYMENT

In no event shall the making, by County, of any payment to Contractor constitute, or be construed as, a waiver by County of any breach of covenant, or any default which may then exist, on the part of Contractor. The making of any such payment by County while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving Contractor from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default,

breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

21. PERSONNEL

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

22. SUBCONTRACTS - ASSIGNMENT

Contractor shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by County. Contractor remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. Contractor shall be held responsible by County for the performance of any subcontractor whether approved by County or not.

23. APPLICABLE LAW; VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

24. BREACH OF CONTRACT

Upon breach of this Agreement by Contractor, County shall have all remedies available to it both in equity and/or at law.

25. REMEDY FOR BREACH AND RIGHT TO CURE

Notwithstanding anything else in this Agreement to the contrary, if Contractor fails to perform any obligation of this Agreement, the County may itself perform, or cause the performance of, such agreement or obligation. In that event, Contractor will, on

demand, fully reimburse County for all such expenditures. Alternatively, County, at its option, may deduct from any funds owed to Contractor the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the County by law or as otherwise stated in this Agreement.

26. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

27. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor shall ensure that no conflict of interest exists between its officers, employees, or sub-Contractors, and the County. Contractor shall ensure that no County officer or employee in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. Contractor shall ensure that no County employee shall have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Agreement without immediate divulgence of such fact to the County.

28. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

Contractor and any sub-Contractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and harassment.

Contractor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

Contractor agrees to compile data, maintain records and submit reports to permit

effective enforcement of all applicable antidiscrimination laws and this provision.

Contractor shall include this nondiscrimination provision in all subcontracts related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

29. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

30. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to Contractor from the County may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

31. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties.

County of Merced

(Name of Individual/Company)

By _____
(Name)

By _____
(Name)

(Title of Individual)

(Title of Individual)

Dated

Dated

APPROVED AS TO LEGAL FORM
MERCED COUNTY COUNSEL

By _____

Dated

ATTACHMENT A

SIGNATURE PAGE

(BIDDER TO COMPLETE AND PLACE IN FRONT OF PROPOSAL)

INDIVIDUAL/COMPANY _____

ADDRESS _____
(P.O. Box/Street) (City) (State) (Zip)

CONTACT PERSON: _____

TITLE: _____

TELEPHONE NO. _____ FAX NO. _____

E-MAIL ADDRESS _____

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the proposal are true, agrees to furnish the item(s) and/or service(s) stipulated in this Request for Proposal at the price stated herein, and will comply with all terms and conditions set forth, unless otherwise stipulated.

“I certify that I have read the Sample Agreement (Exhibit 1) pursuant to the submittal of a Request For Proposal (RFP) and will comply with said Sample Agreement, unless otherwise noted by exception herein, as of the date and time of close of this proposal”.

Authorized Representative - Name

Title

Signature

Date

Business License No.: (Merced City)

(Merced County)

Professional License No.:

Taxpayer Identification No.:
