

**CITY OF FULLERTON**  
**REQUEST FOR PROPOSALS**



**RFP #2324-01**  
**EMERGENCY BASIC LIFE SUPPORT**  
**AMBULANCE SERVICES**

**SUBMIT YOUR ELECTRONIC PROPOSAL BY**  
**4:00 PM PST ON AUGUST 25, 2023 TO:**

City's eProcurement Portal via Public Purchase  
([www.publicpurchase.com](http://www.publicpurchase.com))

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## 1. NOTICE OF REQUEST FOR PROPOSALS Emergency Basic Life Support Ambulance Services

**NOTICE IS HEREBY GIVEN** the City of Fullerton (City) is accepting Request for Proposals (RFPs) from qualified firms to provide Emergency Basic Life Support Ambulance Services for the City of Fullerton as set forth in the Scope of Work section.

Proposals will be evaluated based on qualifications and submission requirements; references; any required clarifications, presentations, interviews; other available information; an understanding of work, knowledge, experience, staff, financials, technical abilities, and proposed approach.

### 1.1 BACKGROUND

The City of Fullerton (“City”) is located 22 miles southeast of metropolitan Los Angeles, in the center of North Orange County with a population of 139,431 residents. Fullerton is a full-service, general law city that was incorporated in 1904. Fullerton is renowned for its unique mix of residential, commercial, industrial, educational, and cultural environments and is known for being “the education community”. During the school year, the population grows by 60,000 people due to CSUF, Hope University, Fullerton College, and Ketchum School of Optometry. The 57 and 91 freeways straddle the City which is also home to Fullerton Airport-the only general aviation airport in Orange County. In addition to a robust downtown and developing commercial area, the BNSF and MetroLink railroad systems provide passenger and cargo transport service to the City and is one of the busiest in southern California.

Fullerton is a “Full-Service City” and operates in-house fire/EMS safety services for the community. As a full-service city, the Fullerton Fire Department’s primary mission is to deliver life safety fire services and emergency medical services (“EMS”) effectively and efficiently. The Department provides 24-hour emergency response to a wide variety of critical situations, including structure and wildland fires, medical emergencies, explosions, hazardous materials incidents, traffic collisions and active shooter.

The Fullerton Fire Department has six, strategically located fire stations which deploy emergency resources to residential, commercial and wildland interface areas. The Department is comprised of 75 fire professionals who responded to approximately 13,268 EMS-related incidents in 2022. The Fullerton Fire Department is managed by a Command Staff consisting of a Fire Chief, two (2) Deputy Chiefs, a Division Chief, three (3) Battalion Chiefs, and an EMS Manager. Fire and EMS dispatching services are provided through the Metro Cities Fire Authority based out of the City of Anaheim.

The Fullerton Fire Department’s fire-based Advanced Life Support (“ALS”) program provides a minimum of two (2) Firefighter/Paramedics on Fullerton Engine 1, Fullerton Engine 2, Fullerton Engine 3, Fullerton Engine 4, and Fullerton Engine 5. The Department anticipates adding two (2) Firefighter/Paramedics to Fullerton Truck 6 within the next 24 months. These four-person staffed ALS fire units enable our crews to remain flexible and handle any type of emergency that occurs in or around Fullerton.

Emergency transport services will be provided by three (3) 24-hour 9-1-1 ambulances and one (1) 12-hour 9-1-1 ambulance dedicated to the City and will respond with the Fullerton Fire Department Firefighter/Paramedics and Firefighter/Emergency Medical Technicians (“EMTs”) to all emergency medical incidents. Ambulance personnel will assist with medical treatment and the safe and timely transport of patients. Ambulances and licensed EMTs will be housed at Fullerton Fire Stations 1, 3, and 6.

The City is issuing this request for proposal (“RFP”) to solicit Proposals from qualified firms (“Respondents”) to provide Emergency Basic Life Support Ambulance Services (“BLS”) as further set forth in the Scope of Work in this RFP. Only BLS ground ambulance services are included in the Project. It is essential that the Ambulance Provider is experienced in Orange County’s emergency 9-1-1 system and is a recognized transportation provider by Orange County Emergency Medical Services Agency.

## 1.2 SUBMITTAL DEADLINE

**COMPLETE ELECTRONIC PROPOSALS MUST BE SUBMITTED NO LATER THAN Friday, August 25, 2023 at 4:00 PM PST via the City’s eProcurement portal, Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com).** Proposals submitted by email, mail, or fax will not be accepted nor considered. Failure to upload due to electronic glitches is not a legitimate reason for submitting proposal after the deadline. The City may extend the deadline at its discretion. Please see instructions in Section 3.4 for details on how to submit a proposal.

It is not the responsibility of the City to notify potential bidders. Prospective bidders shall register as a vendor and will be notified via the City’s eProcurement portal, Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com). Registration for the City of Fullerton’s eProcurement platform is free and organizations may select to be notified of all future bids posted by the City of Fullerton.

### Tentative Schedule

**\*\* Tentative Schedule may be changed at the City’s discretion, Interviews and Negotiations will be scheduled if required \*\***

<b>Release of RFP</b>	<b>July 31, 2023</b>
<b>Question Submittal Deadline</b>	<b>August 9, 2023, at 4:00 P.M. PST</b>
<b>Response to Questions Posted</b>	<b>August 14, 2023, at 4:00 P.M PST</b>
<b>RFP Submittal Deadline</b>	<b>August 25, 2023, at 4:00 P.M. PST</b>
<b>Consultant Interviews/Contract Scope Negotiations</b>	<b>TBD</b>
<b>Contract Award</b>	<b>TBD</b>

## 2. SCOPE OF SERVICES/SCOPE OF WORK

### 2.1. Minimum Qualifications

Only Orange County Emergency Medical Service (“OCEMS”) licensed 911 ambulance transport organizations with verifiable experience as it relates to the scope of services requested in this solicitation will be considered during the evaluation process. Contracted personnel and staff assigned to execute the scope of services must have relevant experience in providing and/or performing the necessary services as described under the scope of services. All personnel assigned to the work shall possess appropriate certifications or registrations as required by State and local agencies.

### 2.2 Scope of Work

The City requires the provision of Emergency Basic Life Support (“BLS”) Ambulance Transportation Services for the Fullerton Fire Department (“FFD”). All ambulance services described in the Scope of Services refer only to Basic Life Support ground ambulance services.

#### A. General Requirements

- a. Performance Expectations - Perform all contractual services in accordance with both the letter and spirit of all requirements, conditions, specifications, expectations, and other parameters outlined in the contract, to the complete satisfaction of FFD. All statements made and actions taken by Contractor in the execution of contractual obligations shall be done in a prudent, professional, and courteous manner that supports and/or advances FFD’s EMS mission of optimizing patient outcome by providing superior quality patient care with proficiency and compassion. Most important, Contractor decision making, and conduct shall always be guided by and reflect only the highest ethical standards, comport with the principles of fairness and equal justice, and demonstrate respect and dignity for all human beings.
- b. Contract Performance Costs - Unless otherwise indicated, all expenses necessary to perform contractual services and obligations will be paid solely by Contractor. The City shall pay the contractor an agreed upon rate for the provision of outlined services based off the following calculations:
  - 24 hours X 365 days= 8,760 hours/year
  - # of ambulances X 8,760 hours= total hours/year
  - Total hours/year X \$ hourly unit cost=\$ total cost of contracted services
- c. Contract Performance Standards - Ensure that all facilities, properties, vehicles, material, and documents/records used or available for use in the performance of contractual services and/or in the execution of contractual obligations are in good condition, fully functional, and maintained in a clean, orderly, and organized manner as determined by the Fullerton Fire Department.
- d. Inter-Agency Communications - Designate one person as its official liaison to FFD who will serve as the primary contact and interface. To foster teamwork and efficiency, an outstanding working relationship, and excellent communications between agencies and agency liaisons, their office shall be in Orange County, as close to Fullerton as practical.

- e. Field Supervisor - Ensure that, 24 hours a day, there is a designated Field Supervisor, stationed within Fullerton or at another location within Orange County as close to Fullerton as practical, who is immediately available by mobile phone and/or 800 MHz radio to fire personnel. The Field Supervisor shall be able to arrive at any incident within 20 minutes of being requested by FFD. All Field Supervisors must be qualified and capable of implementing and operating within the Incident Command System including the Orange County MCI plan as well as all other OCEMS protocols.
- f. Legal Compliance - Ensure that ambulance personnel have sufficient understanding of, and are at all times in compliance with, all applicable EMS-related laws (federal, state, local), including, but not limited to: 1) California Health & Safety Code, Division 2.5; 2) California Code of Regulations, Title 22, Division 9, Chapter 2; and 3) California Vehicle Code.
- g. Protocols Compliance - Ensure that ambulance personnel comply with all OCEMS and FFD protocols (i.e., official rules, policies, procedures, standing orders, guidelines, etc.), as well as Contractor's internal protocols. Contractor, including any individual ambulance operator, shall immediately bring to the attention of FFD any protocol that appears to conflict with other protocols to reconcile the inconsistency, contradiction, and/or ambiguity.
- h. OCEMS EPCR Compliance - Be capable of accepting the transmission of electronic patient care records via OCEMS' OC-MEDS ePCR application. Contractor shall provide an iPad for each EMT and a 24/7 wireless data connection for the transfer of patient care information between field personnel and remote OC-MEDS users.
- i. Medical Supplies - Disposable medical supplies, ALS equipment and oxygen will be supplied by the City.
- j. Time Standards - Adhere to a ninety six percent (96%) compliance to the response time standards specified to all areas of the City and its operational areas. Time standards will be measured from the time of Dispatch until the Ambulance arrives on scene. Only times recorded by Metro Cities Fire Authority Communications Center will be considered in these determinations. Isolated instances of individual deviations of Response Time Standard compliance shall be treated as instances of minor, non-compliance. To remedy the Service Provider's chronic failure to comply with Response Time Standards, the City of Fullerton may impose a \$1000 fine per each occurrence. For reference, the FFD expectation of Response Time Standard for Code 2 is within 15 minutes or less and for Code 3 within 10 minutes or less.
- k. Equality of Care - Provide all services in the Scope of Work without regard to the patient's national origin, ethnicity, color, religion, sexual orientation, gender, age, insurance status, or ability/inability to pay. Any violation of this policy will be deemed a major breach and grounds for immediate contract termination.
- l. Continuing Education - Ensure that relevant and frequent education and training courses are offered to assist field personnel in maintaining certification/licensure as defined in California Code of Regulations Title 22, Chapters 2, 4 and 11 and, to the extent possible, shall be built upon observation and findings derived from the Quality Assurance/Continuous Quality Improvement.

- m. Training with FFD - Allow/require Primary Unit personnel to participate in FFD EMS training and skill review.
- n. Pilot Programs/Research Projects - Participate in all OCEMS-approved pilot programs or research projects as requested by FFD. Contractor agrees that their participation shall entail no additional cost to the City. Contractor further agrees that services provided under pilot programs or research projects shall be in addition to the other services described herein.

**B. Ambulance Services**

- a. General - Be responsible for all BLS ground ambulance needs within City boundaries. Provide four (4) BLS ambulances staffed with eight (8) EMTs within the City. Three ambulances will be on a 24-hour shift schedule and one ambulance will be on a 12-hour shift schedule from 08:00-20:00. The ambulances and its crew shall follow the same shift schedule used by the FFD (48/96), work 24-hour and 12-hour shifts, and be housed at Fullerton Fire Station 1, Fullerton Fire Station 3 and Fullerton Fire Station 6 respectively.
- b. Control of Primary Units - The Primary Units shall be monitored, controlled, and dispatched by Metro Cities Fire Authority Communications Center.
- c. Incident Command and Patient Authority - Responsibility for patient care and authority to make assessment, treatment, and/or transport decisions remains with FFD personnel (Firefighter/Paramedics in particular, if on-scene). EMTs will be directed by the Captain/Incident Commander and/or the Firefighter/Paramedics in charge of the patient and/or incident. EMT's actions shall be in support of, and consistent with FFD efforts. EMTs are expected to respond to the directions of FFD personnel in a positive and affirmative manner.
- d. Vehicle Specifications - Primary Units: Provide four (4) ambulances that will be assigned at Fullerton Fire Station 1, Fullerton Fire Station 3 and Fullerton Fire Station 6. These units will be subject to acceptance by the FFD. At no cost to the City, these units shall be red in color and bear the Fullerton Fire Department Emblem. Additionally, this unit shall bear visible markings designating it "Fullerton Ambulance 1", "Fullerton Ambulance 21", "Fullerton Ambulance 3" and Fullerton Ambulance 6"as well as "Proudly Serving the City of Fullerton." These Ambulances will be required to have a Mobile Data Computer (MDC) that seamlessly interfaces with the CAD system used by the FFD. MDC will be provided by the FFD. All costs associated with the installation and maintenance of the MDC will be the sole responsibility of the Contractor.

All of the Primary Units shall be a Type III (modular) ambulance with no more than 100,000 original miles at the beginning of the contract and be equipped with electric gurneys.

- e. Primary Units Minimum Required Equipment/ Supplies/ Inventory -
  - On-board 800 MHz Radio - Each ambulance shall be equipped with one (1) hand-held 800 MHz radio. The radio shall have a frequency load that is compatible with the Metro Cities Fire Authority Communications Center.
  - Automatic Vehicle Locator (AVL) System - Each ambulance shall be equipped with AVL

hardware and software/GPS system that interfaces with Metro Cities Fire Authority Communications Center and FFD. An MDC will be provided by the FFD for the Primary Units. Contractor shall be responsible for all costs associated with the installation and maintenance.

- Safety equipment - Contractor shall provide ballistic vests, safety gear (including brush coat, high-visibility vest and helmet) and smartphones for each EMT.
- f. Uniforms - EMTs shall wear uniforms provided by the Contractor and must be approved by the FFD.
- g. Decontamination - The Primary Units shall not have to leave the City to perform decontamination. In extraordinary cases of contamination, exceptions can be made with the approval of the on-duty Battalion Chief.
- h. Vehicle Maintenance/ Replacement - Whenever the Primary Units must be taken out of service for any reason (including mechanical failure and scheduled preventative maintenance) and for any length of time (temporarily or permanently), ensure that a replacement ambulance is immediately provided that meets the same requirements/specifications. The proposal shall describe the ambulance replacement plan, including the designations (unit number), specifications, and mileage of the planned replacement ambulances.
- i. Surge Plan - Contractor shall submit a plan for providing ambulance services in the event of an unexpected surge in demand (“Surge Plan”) to FFD for review and approval. The Surge Plan must identify all resources available to meet the surge in demand and include the written agreement to participate and qualifications of any and all subcontractors and/or mutual aid providers included in the Surge Plan. City shall have no obligation to issue the Notice to Proceed until FFD has approved the Surge Plan. Contractor shall at all times comply with the approved Surge Plan but may from time to time submit proposed amendments to FFD for review and approval.
- j. EMT Eligibility and Selection Criteria - Provide up-to-date criteria that will be used to determine who is qualified to become an EMT.
- k. Staffing Principles - The process by which EMTs shall be assigned to in-house positions on the four primary ambulances shall be determined by panel interview of FFD representatives. This interview process shall be facilitated by a representative of the Contractor. Upon approval via the interview process, FFD will determine the shift and station assignment of each EMT.
- l. Primary Unit Staffing -

Staffing of Primary Units: The FFD will retain the right to remove an EMT, permanently or temporarily, from any of the Primary Units, without delay. All costs associated with this requirement will be borne solely by the Contractor.

Primary Unit Alternates: Any personnel that are utilized as a temporary/alternate EMT on any of the primary Units shall first be selected from the EMTs that are currently assigned to any of the other primary units. Secondary selection from the list of EMTs who have successfully passed the FFD interview process. Tertiary selection from the pool of EMTs with 9-1-1 transport experience. All costs associated with this requirement will be borne solely by the



Contractor. The use of an alternate must be approved by the FFD EMS Manager or on-duty Battalion Chief.

- i. In-Field Training/Ride-A-Longs - Any and all training and ride-a-longs shall be limited to FFD Primary Unit EMTs only and with advanced notification to EMS Manager or on-duty Battalion Chief.
- m. Credentials Tracking and Renewal - Ensure that all EMT credentials including, but not limited to, CA State EMT certification and OCEMS accreditation, are renewed in a timely manner. EMTs with expired/lapsed credentials will be deemed a major breach and grounds for immediate contract termination.
- n. Cognitive and Psychomotor Proficiency - Provide an education and training system that will be used to ensure that all EMTs employed by Contractor maintain proficiency in all relevant BLS-level clinical skills and knowledge, including all applicable OCEMS protocols.
- o. General Employment Policies -
  - Criminal Background Check - Comply with CA State EMS Authority and OCEMS criminal history check requirements for all its employees who work in Orange County as EMTs. Contractor shall contact all references given on applications, including but not limited to, any former EMS employers.
  - Physical Fitness Testing & Training - Provide up-to-date physical fitness testing or training used as part of the initial hiring process and/or ongoing health maintenance.
  - Medical Examination/Health Screening - Provide up-to-date specific process used for pre-employment and/or ongoing screening.
  - OCEMS Protocols - Ensure that all ambulance personnel are sufficiently knowledgeable and proficient in all relevant OCEMS protocols.
  - Driver History - Require all ambulance driver candidates in its employ to submit a current California Department of Motor Vehicles Driving Record Report as requested by FFD. Utilize the California Department of Motor Vehicles Pull Notice Program for all ambulance personnel in its employ.
  - Driver Training Program - Require all ambulance personnel in its employ to successfully complete an approved emergency ambulance driver training program to ensure that ambulances are operated in a legal and safe manner. The driver training program must be designed to verify driving proficiency upon hire and on an annual basis. The driver training program shall meet or exceed industry standards and ensure that its vehicles are at all times operated in a safe manner.
  - Vehicle and Equipment Familiarity - Ensure that all EMTs who staff any ambulance are thoroughly familiar with all aspects of vehicle operation, and the location and use of all on-board equipment and supplies. This includes all aspects regarding the use of the OCEMS mandated radios.
  - Training of Primary Units - Ensure all employees regularly assigned to the City of Fullerton

participate in orientation training provided by the FFD. The Contractor shall bear all employee costs associated with this training.

### **3. INSTRUCTIONS TO PROPOSERS**

#### **3.1 Examination of Proposal Documents**

By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the City's objectives.

#### **3.2 Addenda**

Any changes to the requirements will be made by written addendum to this RFP and will be posted on PublicPurchase website and City of Fullerton Bid Webpage. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. City will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Proposers shall acknowledge receipt of addenda in their proposals.

##### **3.2.1 Clarifications**

Should a Proposer require clarifications of this RFP, the Proposer shall notify the City in writing in accordance with Section 3.3 below. Should it be found that the point in question is not clearly and fully set forth, the City will issue a written addendum clarifying the matter.

##### **3.2.2 Errors in RFP**

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, the bidder should immediately provide the City written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the City may modify the documents prior to the date fixed for submission of proposals by issuing an addendum to all potential bidders.

If prior to the date fixed for submissions, a bidder knows of or should have known of an error in the RFP but fails to notify the City of the error, the bidder shall bid at their own risk, and if awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

#### **3.3 Request for Information**

##### **3.3.1 Submitting Questions**

All questions must be submitted and received by the City no later than 4:00 P.M. PST on Wednesday, August 9, 2023.

Request for clarifications, questions and comments must be submitted through the City's eProcurement Portal via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)), a third-party website that hosts the City's eProcurements. Registration is free and interested firms can select to receive automatic bid notifications from the City. Questions submitted via mail, phone, or email will not be accepted.

### 3.3.2 City Responses

Notification of responses to questions and clarifications from the City will be posted on the [Public Purchase website](#) and City of Fullerton webpage on August 14, 2023, which can be located at the following: <https://www.cityoffullerton.com/business/bids-rfps>.

### 3.3.3 General Inquiries

General questions on Professional Service RFPs and/or contacts with City staff/representative regarding this RFP are to be directed to the following:

**City of Fullerton – Purchasing**

**Vanessa Slouka, Buyer**

Email: [vanessa.slouka@cityoffullerton.com](mailto:vanessa.slouka@cityoffullerton.com)

**\*\*Any contact outside of the City staff/representative shall be cause for disqualification\*\***

## 3.4 Submission of Proposals

### 3.4.1 Date and Time

**Proposals must be submitted at or before 4:00 pm PST on August 25, 2023.**

Proposals received after the above specified date and time will not be accepted by the City and will not be considered for evaluation.

### 3.4.2 How to Submit

Proposer shall submit one (1) electronic copy through the City's eProcurement Portal via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). The cover page of the proposal must bear firm's name and address with the following clearly marked as follows:

**RFP# 2324-01 Emergency Basic Life Support Ambulance Services**

**City of Fullerton – Purchasing**

**Attn: Vanessa Slouka, Buyer**

### 3.4.3 California Public Records Act (CPRA)

All Proposals submitted in response to this RFP become the property of the City and under the Public Records Act (Government Code Section 6250 et. Seq.) are public records, and as such may be subject to public review. However, the proposals shall not be disclosed until negotiations are complete and recommendation for selection is made to the City Council.

If a Proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal. Note that under California law, price proposal to a public agency is not a trade secret.

## 3.5 Acceptance of Proposals

1. City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
2. City reserves the right to withdraw or cancel this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any Proposer

responding to this RFP.

3. City reserves the right to postpone proposal openings for its own convenience.
4. Proposals received by the City are public information and must be made available to any person upon request.
5. Submitted proposals are not to be copyrighted.
6. City does not guarantee any work upon award of an agreement.

### **3.6 Insurance Requirements**

The Consultant shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the consultant, his agents, representatives, employees or subcontractor. Consultant shall provide current evidence of the required insurance in a form acceptable to the City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in the agreement or the extent to which consultant may be held responsible for payments of damages to persons or property.

#### **3.6.1 Minimum Scope and Limits of Insurance**

- a. **Commercial General Liability Insurance.** Consultant shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 00 01, with a limit of not less than \$10,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
- b. **Comprehensive Business Automobile Liability Insurance.** In an amount not less than \$5,000,000 per occurrence, covering owned, non-owned and hired vehicles, written on an occurrence form. If policy carries an annual aggregate, such aggregate shall be in an amount not less than \$10,000,000 per occurrence. Contractor understands that it must provide Business Automobile Liability coverage for all vehicles under both the First Tier Service and the Second Tier Service. This specifically includes, but is not limited to, Contractor's obligation to provide Business Automobile Liability coverage for any vehicles provided by City/for use by Contractor under the First Tier, as well as for any vehicles provided by Contractor directly.
- c. **Workers' Compensation and Employers' Liability Insurance.** Consultant shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.
- d. **Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by City. The City may require the Consultant to purchase coverage with a lower retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- e. **Ambulance Medical Malpractice Insurance.** In an amount not less than \$3,000,000 per

occurrence. If the policy carries an annual aggregate, such aggregate shall be in an amount not less than \$6,000,000 per occurrence. Such insurance coverage may be combined with either the general or automobile liability coverage required above; provided, however, if the insurance coverage is so structured, the combined coverage shall be in an amount not less than \$5,000,000 per occurrence with an annual aggregate of not less than \$10,000,000.

### **3.6.2 Other Insurance Provisions**

The required insurance policies shall contain or be endorsed to contain the following provisions:

- a. **Commercial General Liability.** The City, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of consultant, including materials, parts or equipment furnished in connection with such work or operations. Such coverage as an additional insured shall not be limited to the period of time during which the consultant is conducting ongoing operations for the City but rather, shall continue after the completion of such operations. The coverage shall contain no special limitations on the scope of its protection afforded to the City, its officers, employees and volunteers.
- b. **Commercial General Liability.** This insurance shall be the primary insurance as respects the City, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the City, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.
- c. **Workers' Compensation and Employers' Liability Insurance.** Insurer shall waive their right of subrogation against City, its officers, employees and volunteers for work done on behalf of the City. Insurer shall endorse the policy with a waiver of subrogation in favor of the City.
- d. **All Coverages.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. If the consultant maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- e. **Subcontractor.** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and consultant shall ensure that City is an additional insured on insurance required from subcontractor.
- f. **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

### **3.6.3 Acceptability of Insurers**

All required insurance shall be placed with insurers acceptable to the City with current BEST'S ratings of no less than A, Class VII. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the City, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if consultant evidences the requisite need to the sole satisfaction of the City.

### **3.6.4 Verification of Coverage**

Consultant shall furnish the City with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, consultant shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by City before work commences. The City reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

## **3.7 Additional Information Prior to Submittal**

### **3.7.1 Pre-Contractual Expenses**

City shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Proposer in:

1. Preparing its proposal in response to this RFP;
2. Submitting the proposal to the City; and
3. Negotiating with the City any matter related to this proposal; or any other expenses incurred by Proposer prior to date of award, if any, of the Agreement.

### **3.7.2 Joint Offers**

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. City intends to contract with a single firm per awarded agreement and not with multiple firms doing business as a joint venture.

### **3.7.3 Exceptions and Deviations**

The firm(s) shall enter into an agreement with the City based upon the contents of the RFP and the firm's proposal. The City's standard form of agreement is included in Section VI. The firm(s) shall carefully review the agreement, especially with regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions, technical or contractual, requested to the standard contract. **Whether there are any exceptions or not, a statement to the effect shall be included in the proposal as well. See the Exceptions Attachment C under Section 6.**

## **4. REQUIRED PROPOSAL CONTENT**

### **4.1 Overall Presentation**

This section provides the requirements which the City will look for and expect to be included in the proposal.

Electronic proposals shall be submitted electronically in a format that will print on 8 ½" x 11" size paper. Charts and schedules must adhere to this requirement as well. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Links to sample work should be clearly labeled and identified in the proposal.

### **4.2 Proposal Outline to be Submitted**

**In order for a proposal to be submitted as complete, the following items must be included in full:**

#### **1. Letter of Transmittal**

The Letter of Transmittal should be addressed to Vanessa Slouka, Buyer and contain the following:

- a. Identification of Proposer that will have contractual responsibility with the City. Identification shall include legal name of company, corporate address, and telephone number. Include name, title, address, email, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractor (if applicable) including legal name of company, contact person's name and address, and phone number. Relationship between Proposer and subcontractor, if applicable.
- c. Acknowledgment of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- e. An authorized signature. Company personnel signing the cover letter of the proposal or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

***Lengthy material is highly discouraged and Proposers are encouraged to limit Letter of Transmittal to no more than two (2) pages.***

#### **2. Proposer Qualifications**

The intent of this RFP is to evaluate the proposals, and select one (1) firm that will provide the most qualified, cost-effective and timely professional services for the City:

Minimum Qualifications:

This section of the proposal should establish the ability of the Proposer to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with local agencies and cities; strength and stability of the Proposer; staffing capability; work load; record of meeting schedules on similar contracts; and supportive client references. Equal weighting will be given to firms for past experience performing work of a similar nature whether with the City or elsewhere.

Proposer to:

- a) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; number of employees.
- b) Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the contract.
- c) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP and highlight the participation in such work by the key personnel proposed for assignment to this contract.
- d) Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.
- e) Provide a list of past joint work by the Proposer and each subcontractor, if applicable. The list should clearly identify the contract and provide a summary of the roles and responsibilities of each party.
- f) A minimum of three (3) references should be given. Furnish the name, title, address, email and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Proposer may also supply references from other work not cited in this section as related experience.

**3. Proposed Staffing and Organization**

This section of the proposal should establish the method that will be used by the Proposer to manage the contract as well as identify key personnel assigned. Proposed Staffing and Organization are to be presented by Proposer identified in the Scope of Services.

Proposer to:

- a) Provide current position, education, experience, and applicable professional credentials of Contract staff. Include applicable professional credentials of "key" Contract staff.
- b) Furnish brief resumes (not more than two [2] pages each) for the proposed key



personnel.

- c) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, and proposed position for this Contract, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm. Key personnel must have a minimum of 15 years of professional experience in the area of work described in the Scope of Service/Scope of Work (Section 2) and be professionally licensed in the State of California.
- d) Include an organization chart that clearly delineates communication/reporting relationships among the staff, including sub consultants.
- e) Include a statement that key personnel will be available to the extent proposed for the duration of the contract, acknowledging that no person designated as "key" to the Contract shall be removed or replaced without 5 days advanced written notification to the City when practical.

#### **4. Detailed Work Plan and Implementation Schedule**

Proposer shall provide a narrative that addresses the Scope of Services and shows Proposer's understanding of City's needs and requirements.

##### The Proposer shall:

- a) Describe the proposed approach and work plan for completing the services specified in the Scope of Services. The description of the proposed approach shall discuss the services in sufficient detail to demonstrate the Proposer's ability to accomplish the City's objectives within the specified time frame.
- b) Describe the timeline/schedule for the work plan for completing the services specified in the Scope of Services including the amount of time and involvement of key personnel.
- c) Identify the team to be assigned for these services and qualifications of specific individuals who will work on the project, including resumes.
- d) Describe the approach to managing resources, including a description of the role(s) of any sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify the methods that Proposer will use to ensure quality, budget, and schedule control.

#### **6. Fee Proposal**

The City proposes to award a professional services agreement for Emergency BLS Ambulance Transportation Services. The professional services agreement will be for a three (3) year term with an option to renew for two (2) additional one-year periods. The City or the contractor may terminate this agreement without penalty for any reason with no less than 90-day written notification.

The Proposer will be compensated in accordance with Section 2.0 and fee schedule as set forth in Exhibit B of the Sample Professional Services Agreement. The Proposer fee schedule shall remain in effect during the first 12 months of the term. Any proposed requests to change the adopted rates annually shall not exceed the relevant Consumer Price Index for the preceding 12-month period. **All fee rates/schedules and future year fee adjustments are subject to cost negotiation with the City.** Other direct costs, intended to be charged to the City, need to be stated. No mark-ups will be allowed for other direct costs.

The Proposer shall:

1. Submit a Fee Proposal or Fee Rate Schedule for BLS annual service levels that includes a clear breakdown of each task and personnel.
2. Submit a Fee Proposal in alignment with requested agreement Term. If fixed costs cannot be submitted in future years, indicate any cost escalators in compliance to this RFP.
3. If optional services are available, provide fee rates for these services.

## **7. Required Forms**

The required forms to be submitted with the RFP packet are outlined below and available in Section 6:

1. **Attachment A: Non-Collusion Affidavit**
2. **Attachment B: Special Provisions**
3. **Attachment C: Exceptions**

These forms do not need to be placed in any particular section within the RFP packet. However, they are required in order to submit a complete proposal. Failure to include the required forms will result in immediate disqualification.

## **8. Appendices**

Information considered by Proposer to be pertinent to this Contract and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Please note that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

## **4.3 Incorporation of Proposal**

This RFP and the Proposer's response, including all promises, warranties, commitments, and representations made in the successful proposal will become binding contractual obligations and will be incorporated by reference in any agreement between City and Proposer.

## **5. EVALUATION AND AWARD**

### **5.1 Evaluation Criteria**

City will evaluate the proposals received based on the following criteria outlined below and may use different weighting factors for different criteria or sub-criteria. For example, a higher weighting factor

may be assigned to the key personnel qualifications than to the team structure. Respondents who are not actively engaged in providing services of the nature proposed in their response to this request and/or who cannot clearly demonstrate to the satisfaction of the City their ability to satisfactorily perform the work in accordance with the requirements set forth in this request will not be considered. The City shall be the sole judge of the qualifications and services and its decision shall be final. Discussions may be conducted with respondents who submit qualifications determined to be reasonably acceptable of being selected for award.

1. **Qualifications of the Firm** - Technical experience in performing work of a similar nature; experience working with public agencies; strength and stability of the firm; and assessment by client references.
2. **Project Management Approach** - Qualifications of proposed key personnel; logic of organization; and adequacy of labor commitment and resources to satisfactorily perform the requested services and meet the City's needs.
3. **Detailed Work Plan** - Thorough understanding of the City's requirements and objectives; logic, clarity, specificity, and overall quality of work plan.
4. **Fee Proposal** - Reasonableness of Cost Proposal and Proposed fees.

## 5.2 Evaluation Procedure

An Evaluation Committee, comprised of City staff and may include outside consultants, will be appointed to review and evaluate all proposals. The City of Fullerton reserves the right to request clarification of additional information from any firm at any time. The City, at its sole discretion, may elect to interview all, some, or none of the firms. The interview will help to clarify each proposal, approach and qualifications for the services requested in the scope of work. Firms may be asked to submit additional documentation at or after the interview stage. Based upon any interview and evaluation of the proposals, the top-ranked firm will be recommended to City Council. In addition, the City reserves the right to select a firm without conducting interviews or abandon this RFP. **Final selection of the awarded firm and the authority of awarding the agreement to proceed with these services shall be at the sole discretion of the City and if required, City Council.**

### 5.2.1 Right to Reject Proposals

City reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items.

## 5.3 Award

After conclusion of the evaluation period, a notification of intent to award may be sent to any Proposer selected.

Award is contingent upon the successful negotiation of final agreement terms and the approval of City. The City may negotiate agreement terms with the selected firm prior to award, and expressly reserves the right to negotiate with several firms simultaneously. However, since the selection and award may be made without discussion with any firm, the proposal submitted should contain firm's most favorable terms and conditions. Negotiations shall be confidential and not subject to disclosure to competing Proposers until an agreement is reached. If contract negotiations cannot be concluded

successfully, the City may negotiate an agreement with the next best qualified Proposer or withdraw the RFP. In the event the City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of City.

#### **5.3.1 Notification of Award**

Proposers who submit a proposal in response to this RFP shall be notified regarding the Proposer(s) awarded a contract. Such notification shall be made within seven (7) days of the date the contract is awarded.

#### **5.3.2 Execution of Agreement**

If a Proposer is not able to execute an agreement within ten (10) days after being notified of selection, City reserves the right to select the next most qualified proposer or call for new proposals, whichever City deems most appropriate. (Sample template of City standard professional services agreement is attached).

### **5.4 Special Terms and Conditions**

#### **5.4.1 Audit Requirements**

- a. The City reserves the right to periodically inspect and audit the selected Proposer's accounting procedures and supporting documentation in conjunction with the performance of the required services.
- b. The City will notify Proposer in writing of any such requested audit.
- c. The City will inspect and audit in a reasonable manner and at the City's expense.
- d. The Proposer must fully cooperate with any such audit(s).
- e. The City will notify the Proposer in writing of any exception taken as a result of an audit.
- f. If an audit, in accordance with this article, discloses overcharges (of any nature) by Proposer to the City of the value of that portion of the Agreement that was audited, the actual cost of the City's audit must be reimbursed to the City by the Proposer.

#### **5.4.2 Termination**

- a. If, in the opinion of the City Manager or his designee, the Proposer fails to perform or provide prompt, efficient service, the City of Fullerton City Manager or his designee has the right to terminate or cancel the Agreement upon 5-day's written notice and pay the Proposer for the value of the actual work satisfactorily performed to the date of termination.
- b. The City Manager or his designee has the right to terminate or cancel the Agreement upon ninety (90) days written notice without cause and pay the Proposer for the value of actual work satisfactorily performed to the date of termination.
- c. These rights are in addition to any other rights that City may have available.

## **6. REQUIRED FORMS**

## ATTACHMENT A: NON-COLLUSION AFFIDAVIT

Note: To be executed by Proposer and submitted with proposal.

State of \_\_\_\_\_  
(the State of the place of business)

County of \_\_\_\_\_  
(the County of the place of business)

\_\_\_\_\_, being first duly sworn, deposes and  
(name of the person signing this form)

says that he/she is \_\_\_\_\_ of  
(title of the person signing this form)

\_\_\_\_\_, the party making the foregoing bid  
(name of bidding company)

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

By: \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_  
(name of the person signing this form)

Title: \_\_\_\_\_  
(title of the person signing this form)

## ATTACHMENT B: SPECIAL PROVISIONS

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractor) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$10,000,000 per occurrence.
2. Auto Liability Insurance: \$5,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. Ambulance Medical Malpractice Insurance: \$3,000,000 per occurrence
6. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
7. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Affirmative Action: The successful bidder hereby agrees to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto, in support of Affirmative Action:

Certified to above - FIRM:

SIGNATURE:

PRINT NAME:

TITLE:

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## ATTACHMENT C: EXCEPTIONS

If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- No exceptions taken
- Exception taken to the scope of work or specifications
- Exception taken to indemnification and insurance requirements
- Exception to proposed contract language
- Other

Please explain any of the checked items:

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PROPOSING FIRM:

DATE:

BUSINESS ADDRESS :

**SIGNATURE OF REPRESENTATIVE:**

BY:

TITLE:

**INSTRUCTION REGARDING SIGNATURE:** If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

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**7. SAMPLE PROFESSIONAL SERVICES AGREEMENT**

SAMPLE

**AGREEMENT  
FOR EMS EMERGENCY TRANSPORTATION SERVICES**

This agreement (“Agreement”) is made and entered into this \_\_\_\_\_th day of \_\_\_\_\_, 2023, by and between the City of Fullerton, a municipal corporation located in the County of Orange (“CITY”) and \_\_\_\_\_, with principal offices at \_\_\_\_\_, with (“CONTRACTOR”).

**RECITALS**

WHEREAS, CITY issued a Request for Proposals on \_\_\_\_\_, 2023 related to the provision of emergency transportation services in the City (the “RFP”). A copy of the RFP is attached hereto and incorporated herein by this reference as Exhibit “A”; and

WHEREAS, in response to the RFP, CONTRACTOR submitted a Proposal dated \_\_\_\_\_, 2023 (the “Proposal”), a copy of which is attached hereto and incorporated herein by this reference as Exhibit “B”; and

WHEREAS, CONTRACTOR is an ambulance provider fully licensed and otherwise qualified to perform the work required by this Agreement, and was selected by CITY following evaluation of proposals submitted in response to the RFP; and

WHEREAS, CITY desires to utilize the services of CONTRACTOR to provide primary ambulance transportation services and other related services in accordance with the terms of the RFP and applicable federal, state and local laws; and

WHEREAS, at its meeting of \_\_\_\_\_, 2023, the Fullerton City Council accepted CONTRACTOR’s Proposal and authorized city staff to negotiate an Agreement with CONTRACTOR to provide emergency transportation services described in the RFP and in the Proposal.

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

**AGREEMENT**

1. Contract Documents and Order of Precedence

A. This Agreement shall consist of the following documents: (a) this Agreement; (b) the City’s RFP, (c) and the CONTRACTOR’s Proposal. This Agreement, the RFP and the Proposal, shall be hereinafter collectively referred to as the “Contract Documents”.

The Contract Documents constitute the entire agreement between the parties. This Agreement contemplates that CONTRACTOR will do whatever is required to perform the

work in accordance with the terms of the Contract Documents and in accordance with any applicable governmental laws and regulations, whether specifically identified in the Contract Documents or not. Should any inconsistency be found to exist between the aforesaid Contract Documents and this written Agreement, the provisions of this Agreement shall control.

B. All provisions of the Contract Documents shall be binding on CONTRACTOR. In the event there is any discrepancy between the terms and conditions of one or more of the afore-mentioned Contract Documents, the Order of Precedence shall be used to resolve the discrepancy unless both parties mutually agree in writing to an alternative decision. The Order of Precedence for these documents shall be as follows:

- 1) First, this Agreement (together with any Amendments thereto).
- 2) Second, the RFP
- 3) Third, the Proposal.

## **2. Scope of Work**

A. A. In exchange for the compensation to be provided by City to Contractor, Contractor will perform all of the services more fully described in Exhibit A and this Section for City. The details of the services to be provided by CONTRACTOR are described in detail in the Contract Documents. Those services shall include the provision of all Emergency Transportation Services, including but not limited to the First Tier Service and the Second Tier Mutual Aid Service (as defined below), together with the provision of any labor, material, supplies and equipment related to the provision of those services, and any other duties, obligation or services required of Contractor in the Contract Documents. (All of the services to be provided by CONTRACTOR under this Agreement shall be hereinafter collectively referred to as the "Emergency Transportation Services"). CONTRACTOR shall perform the Emergency Transportation Services in accordance with the terms and conditions contained in this Agreement, and as described in Contract Documents.

B. All emergency transportation personnel assigned by CONTRACTOR or by the Second Tier Provider to perform Emergency Transportation Services under this Agreement shall be hereinafter referred to as the "Transportation Personnel".

C. Without limiting CONTRACTOR's obligation to comply with all of its duties and obligations under the Contract Documents, the Emergency Transportation Services to be provided by CONTRACTOR shall include, but shall not be limited to, each of the following:

1. **First Tier Service.** Contractor will provide with its own forces a sufficient number of fully equipped ambulances and Transportation Personnel, so as to provide, in accordance with industry standards as noted in the Fire/EMS Emergency Ambulance Transportation Services Request for Proposals, all of the City's needs for Emergency Transportation Service, being able to respond 24 hours a day 7 days a week to all 911 and other emergencies as required (the "First Tier Service" or "First Tier"). The First Tier Service will be designed by Contractor so as to ensure that there are enough of

Contractor's own ambulances and Transportation Personnel available to meet 100% of the anticipated number of calls for Emergency Transportation Service in the City. The First Tier Service shall meet the response times and all other requirements in the abovementioned Request for Proposal for the Emergency Transportation Service. Each year thereafter, for the duration of the Term of the proposed Contract, Contractor will be required to re-evaluate the level of coverage being provided, so as to ensure it is providing the required level of coverage.

- a. The First Tier Service will include, at a minimum, the provision of at least four (4) fully equipped dedicated ambulances and associated staffing/Transportation Personnel, which ambulances will provide Emergency Transportation Services exclusively for the City out of Stations No. 1, 3, and 6 ("Station Based Ambulances"). The Transportation Personnel assigned by Contractor to operate the Station Based Ambulances, will be provided housing at Fullerton stations designated by the Fire Chief and provide at least two (2) EMTs per vehicle. Shift scheduling will be at the sole and absolute discretion of the Fullerton Fire Chief. The Station Based Ambulances must be able to respond 24 hours a day 7 days a week to all 911 and other emergencies as required.
- b. In addition to the four (4) Station Based Ambulances provided by the Contractor as part of this Agreement, Contractor must also provide whatever additional number of fully equipped ambulances and Transportation Personnel which may be required to meet the established response times in abovementioned Request for Proposal (RFP), and to otherwise meet 100% of the anticipated number of calls for Emergency Transportation Service in the City (based on the average number of calls during the preceding two (2) years). Any vehicles and Transportation Personnel dedicated by Contractor to perform Emergency Transportation Services under this paragraph will also be considered to be part of the First Tier Service in addition to the two Station Based Ambulances.

## **2. Second Tier Mutual Aid Service**

Contractor will also enter into a mutual aid agreement with a separate qualified ambulance service provider doing business in Orange County, to provide backup services in the event the First Tier Service is unable to respond to a call for Emergency Services (hereinafter "Second Tier Mutual Aid Contract," "Second Tier Mutual Aid Service," "Second Tier Service" or "Second Tier."). The company providing the Second Tier Mutual Aid Service will be hereinafter referred to as the "Second Tier Provider." In providing Emergency Transportation Services the Second Tier Provider must meet the same requirements from abovementioned RFP, response times, and otherwise provide the same level of service, as Contractor is required to provide under the Contract. The Second Tier Mutual Aid Contract and the Second Tier Provider must be approved by the City prior to provision of any service by Contractor, such approval not to be unreasonably withheld. The intent of the RFP is that Contractor will provide

a sufficient level of coverage under the First Tier Service, such that services under the Second Tier Mutual Aid Service will only be needed in rare circumstances, if at all. Contractor will be solely responsible for paying the Second Tier Provider for any services rendered under the Second Tier, which amount will be the Second Tier Provider's sole compensation for services rendered under the Second Tier.

D. All Transportation Personnel assigned to perform Emergency Transportation Services under this Contract, whether under the First Tier Service or Second Tier Mutual Aid Service, will provide Basic Life Support ("BLS") services and transport patients to medical facilities when required. The Fullerton Fire Department will provide on-scene Advanced Life Support ("ALS") services.

E. All Transportation Personnel assigned to perform Emergency Transportation Service under this Contract, whether under the First Tier Service or Second Tier Mutual Aid Service, must at all times meet the minimum qualifications for the Scope of Work as listed in the Contract Documents.

F. The Agreement is subject to annual review based on the criteria specified in the Contract and as outlined herein. The City's intent is to contract with and hold accountable those parties working with and on behalf of the City of Fullerton in providing Emergency Transportation Service to the citizens and visitors of Fullerton.

G. Contractor and the Second Tier Provider will provide type III emergency transport (ambulance) vehicles (including all costs related to maintenance, fuel, insurance, repair costs and communication equipment) in conformity with Orange County Emergency Medical Service ("OCEMS") policies and procedures for all Emergency Transportation Services provided under the First Tier Service and the Second Tier Mutual Aid Service.

H. Return of Fire Personnel. Fire Personnel provide Advanced Life Support ("ALS") services from a variety of delivery platforms, including engine and truck companies. In cases where Fire Personnel accompany patients in the ambulance enroute to hospitals or to other receiving medical facilities, and the Fire Personnel ALS fire unit does not follow-up to the hospital /receiving medical facility, Contractor shall return those Fire Personnel to their assigned fire station(s) within thirty (30) minutes from the conclusion of the incident. The conclusion of the incident is defined as the moment the patient has been transferred into the care of the hospital/medical staff, the ambulance crew has completed all required documentation, the ambulance has been restocked, and is ready to be placed back into service. At the conclusion of the incident, the ambulance crew is to advise the accompanying Fire Personnel that they are ready to return them to their fire station. If while returning Fire Personnel to their fire station, the ambulance is dispatched to another emergency incident, the ambulance may accept that call for service and take those returning Fire Personnel to the new incident at the discretion of the Fire Personnel on board.

I. Wall Time. "Wall time" refers to the time ambulances provided by Contractor wait at local hospitals while delivering patients. During the course of performance of this Agreement, ambulances provided by Contractor will inevitably experience "wall time" that may result in periods where no ambulances will be immediately available in the City. In the event that this occurs and ambulance services are required within the City, Contractor will provide another ambulance to satisfy the City's need.

J. The City has retained the authority to contract for ambulance services pursuant to Government Code § 38794 and Health & Safety Code § 1797.201. The City and Contractor agree that nothing herein is intended to waive, release, or assign the City's rights under Health and Safety Code § 1797.201.

### **3. Contract Price and Payment**

A. CITY shall pay CONTRACTOR for furnishing the material and doing the prescribed work at the unit prices or lump sum prices as set forth in Exhibit B and in CONTRACTOR's Proposal ("Contract Price").

1. Contractor's sole compensation for providing all Emergency Transportation Services, specifically including but not limited to the First Tier Service and Second Tier Mutual Aid Service, will be the Contract Price. Contractor will not be entitled to bill City or any of its customers any additional amount for any services provided under this Contract, unless it is first approved in writing by City.
2. The payment of the Contract Price includes the provision of the Second Tier Mutual Aid Service. Contractor will be solely responsible for compensating the Second Tier Provider for any Emergency Transportation Services it may provide in the City under this Contract, which compensation will be at the rate set forth in the Second Tier Mutual Aid Contract or as otherwise required by law. Contractor and the Second Tier Provider will not have any recourse against the City to recover for any Emergency Transportation Services provided under either the First Tier Service or the Second Tier Mutual Aid Service, except as specifically authorized in the Contract. Contractor's sole compensation will be the Contract Price it receives from City. In the event of a dispute between the Second Tier Provider and Contractor, the Second Tier Provider's sole remedy will be against Contractor. This fact will be clearly stated in the Second Tier Mutual Aid Contract, and Contractor must agree to indemnify and defend City against any claims or demands arising out of, or which are in any way related to, any services provided under the Second Tier Mutual Aid Service. The Second Tier Mutual Aid Contract will include similar provisions requiring the Second Tier Provider to indemnify City for any claims or demands made by Contractor or other parties related to the Emergency Transportation Services it may provide.

### **4. Billing**

A. City will be solely responsible for the billing and collection of all amounts owed by customers/patients provided Emergency Transportation Services in the City, whether for services provided by Contractor, the Second Tier Provider, City, or their respective employees, agents, volunteers, or subcontractors. City, in its discretion, will be free to bill for these services in whatever manner it may deem appropriate, and may combine billings for various services provided. Contractor and the Second Tier Provider will actively cooperate with City to provide whatever information or assistance City may reasonably require so that it can process customer/patient billings in a timely manner. This will include, but is not limited to, Contractor providing City with a detailed list of all

the Emergency Transportation Services provided by both the Contractor and the Second Tier Provider during the preceding month. The specific information to be provided by Contractor in the monthly reports will be determined by City and may be modified by City from time to time to meet its reasonable needs. Failure to provide accurate information in a timely manner will constitute a material breach of this Agreement.

B. The entire proceeds of all such billings and collection efforts will be the sole property of City. Neither Contractor nor the Second Tier Provider will have any right to the proceeds of any billings or collections for services provided under the First Tier Service, the Second Tier Mutual Aid Service or for any other services provided under this Agreement, unless specifically authorized in writing by City. Contractor must design its bid so that the amount bid as the Contract Price will be sufficient to provide the required level of services under both the First Tier Service and the Second Tier Mutual Aid Service, without expecting any additional amounts in compensation.

## **5. Term**

A. Effective Date. The effective date of this Agreement shall be 0001 hours on \_\_\_\_\_ (“Effective Date”), at which time CONTRACTOR will assume full responsibility for the provision of Emergency Transportation Services within the CITY. At the sole discretion of the Fullerton City Manager, the Effective Date may be postponed in order to protect public health and safety, or in the event CONTRACTOR is for any reason unable to commence performance at that time.

B. Initial Term. The initial term of the Agreement shall be three (3) years. The contract shall automatically expire at the end of the Initial Term unless extended as provided below.

C. Extension. Upon the mutual written agreement of the parties, The Agreement may be extended by the City for two additional one-year terms for a total of two years. Successful past performance during the initial contract period will be a critical factor in the decision to grant an extension. The City’s decision to either grant or deny a contract extension(s) shall be final. The decision to grant an extension shall be made by the City Manager. At the end of the Initial Term, or at the end of contract extension term(s) if granted, this Agreement shall automatically terminate (the Initial Term together with any contract extension(s), if any, shall hereinafter be collectively referred to as the “Term”).

## **6. Termination**

This Agreement may be terminated by the parties as hereinafter provided:

A. This Agreement may be terminated by either party, with or without cause, upon ninety (90) days prior written notice to the other party.

B. CITY may terminate this Agreement for Cause by providing CONTRACTOR seven (7) days prior written notice of termination for Cause and the factors constituting Cause.

C. CITY may terminate this Agreement immediately if the Fullerton City Manager and Fullerton Fire Chief (in their reasonable discretion) determine that continued operations by CONTRACTOR following the breach would constitute a danger to the public health, safety or general welfare.

## **7. Breach of Agreement**

A. Factors Constituting Breach and Cause. Factors constituting a breach of this Agreement and also warranting Cause for termination include but are not limited to each of the following:

1. A failure by CONTRACTOR to perform the covenants and requirements set forth in the Contract Documents in the time and manner specified, and as required by this Agreement.
2. Failure of CONTRACTOR to perform the Emergency Transportation Services in a manner which enables the CITY or CONTRACTOR to remain in compliance with the requirements of the County of Orange Emergency Medical Services ("OCEMS") ambulance ordinance and related rules and regulations.
3. Supplying the CITY with materially false or misleading information during the RFP process or during the course of producing any required reports to the CITY.
4. Willful falsification or unreasonable withholding of data supplied to the CITY or to OCEMS during the Term of this Agreement, including but not limited to: dispatch data, patient report data, response time data, financial data, or omission of other data required under this Agreement.
5. Failure to meet the minimum vehicle deployment requirements for ambulance service as described in the Contract Documents.
6. Failure of CONTRACTOR's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance.
7. Failure of CONTRACTOR to maintain all required vehicle maintenance schedules and records as set forth as described in the Contract Documents or as reasonably required by CITY.
8. Failure of CONTRACTOR to maintain all training and continuing education as required in the Contract Documents, and as required by and OCEMS policies and procedures and State regulations.
9. CONTRACTOR's failure or refusal to respond to any request by CITY concerning the manner or means by which CONTRACTOR is providing the operation of Emergency Transportation Services in the CITY under this Agreement and pursuant to the Contract Documents.
10. Transfer or assignment of ownership or other interest in CONTRACTOR contrary to the terms of this Agreement, including but not limited to Section 11 of this Agreement ["Assignment"].
11. Disruption of service due to failure to maintain ambulance maintenance



schedule.

12. The lapse of any license, permit or approval issued CONTRACTOR by a federal, state or local government, which license, permit or approval is/are reasonably necessary for the provision of the Emergency Transportation Services contemplated by the Contract Documents.
13. CONTRACTOR becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or suffers or fails to pay and discharge within ninety (90) days of entry any final judgment (after exhaustion of any period of appeals) by any court in an amount of fifty thousand dollars (\$50,000.00) or more.
14. CONTRACTOR files, or there is filed against CONTRACTOR, a petition to have CONTRACTOR adjudicated in a bankruptcy, or a petition for a reorganization or arrangement under any law relating to bankruptcy or insolvency.
15. CONTRACTOR is enjoined or prohibited by any court of competent jurisdiction from performing services under this Agreement.
16. The assets of CONTRACTOR are assumed by a trustee or other person pursuant to a judicial proceeding.
17. CONTRACTOR breaches or defaults in the performance of any of CONTRACTOR's material duties or obligations arising under this Agreement involving the payment of money, and after receiving written notice thereof from CITY fails within seven (7) days from receipt of such notice or have fully cured and corrected such breach or default.
18. Lapse of insurance required under this Agreement.
19. Failure to manage and resolve citizen complaints to the satisfaction of the CITY.
20. Failure to meet the on-time performance criteria as required in the RFP.
21. The breach or default of, or a failure to comply with, any material provision of this Agreement, any material provision of the RFP, or of any covenant specifically contained herein or incorporated by reference.

C. Right To Cure. In the event of any dispute arising under this Agreement, the injured Party shall notify the injuring Party in writing of its contentions by submitting a claim therefore. The injured Party shall continue performing its obligations hereunder so long as the injuring Party cures any default within thirty (30) days after service of the notice; provided, however, if a breach of this Agreement creates an immediate danger to the health and safety or general welfare to the CITY, in the reasonable discretion of the City Manager, may take immediate action to remedy the breach itself and/or terminate this Agreement.

Notwithstanding the preceding, if the Fullerton City Manager finds that CONTRACTOR is diligently proceeding with all steps necessary to cure such default, the Fullerton City Manager may, in his sole discretion, extend the time period by which CONTRACTOR must cure such deficiencies, including the effective date of such termination.

D. Waiver. No waiver of any Event of Breach or Default shall be valid or

effective unless in writing and signed by CITY. Any waiver of any one Event of Default or Breach shall not constitute, or be construed as creating, a waiver of any other Event of Default or Breach.

E. Action Following Termination. Should this Agreement be terminated for breach, CONTRACTOR agrees that CITY, in their discretion, may take immediate possession of any CITY materials, equipment, and supplies CONTRACTOR may have used in the performance of the Emergency Transportation Services. Notwithstanding the above, should this Agreement be terminated for breach, CITY shall have the option to take over the delivery of the Emergency Transportation Services itself, using CITY personnel or contractors; contract on a temporary emergency basis with other providers of emergency transport ambulance services; seek new proposals for service; or such other option as may be deemed necessary and legally available to CITY.

F. No Limitation On City's Rights. Nothing herein shall act as any limitation upon the remedies available to CITY whether at law, or otherwise, in the event of a breach or default of this Agreement.

## **8. Insurance**

A. Prior to beginning the provision of Emergency Transportation Services under this Agreement, CONTRACTOR must provide to the satisfaction of the CITY, certificates of insurance and endorsements evidencing the policy or policies of insurance in the types and amounts set forth below. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, the following minimum scope of insurance coverage:

- 1) Commercial General Liability Insurance in an amount not less than \$10,000,000 per occurrence, written on an occurrence form. If the policy carries an annual aggregate, such aggregate shall be in an amount not less than \$10,000,000 per occurrence.
- 2) Ambulance Medical Malpractice Insurance in an amount not less than \$3,000,000 per occurrence. If the policy carries an annual aggregate, such aggregate shall be in an amount not less than \$6,000,000 per occurrence. Such insurance coverage may be combined with either the general or automobile liability coverage required above; provided, however, if the insurance coverage is so structured, the combined coverage shall be in an amount not less than \$5,000,000 per occurrence, with an annual aggregate of not less than \$10,000,000.
- 3) Comprehensive Business Automobile Liability Insurance in an amount not less than \$5,000,000 per occurrence, covering owned, non-owned and hired vehicles, written on an occurrence form. If policy carries an annual aggregate, such aggregate shall be in an amount not less than \$10,000,000 per occurrence. Contractor understands that it must provide Business Automobile Liability coverage for all vehicles under both the First Tier Service and the Second Tier Service. This specifically includes, but is not limited to, Contractor's obligation to provide Business Automobile Liability coverage for any vehicles provided by City/ for use by Contractor under the First Tier, as well as for any vehicles provided by Contractor directly.

4) Workers' Compensation and Employers' Liability Insurance in a statutory amount for workers' compensation and in an amount not less than \$1,000,000 for employers' liability. Such insurance shall contain a waiver-of-subrogation clause in favor of the CITY and, and their respective officers, officials, employees and agents.

B. CONTRACTOR shall also comply with the following requirements:

1) If the above-required insurance coverage does not provide for an annual aggregate which is twice the per-occurrence limit, in the alternative the insurance policy (policies) shall be amended (by appropriate ISO endorsements) so that the policy limits apply solely to this Agreement.

2) The above-required liability insurance shall be in a form which supports coverage for the provisions of the indemnification clause required under this Agreement, including a claim brought against the CITY for the injury to, or death of an employee or agent of CONTRACTOR.

3) In the event of a claim (claims) against the above-referenced liability policies which reasonably may deplete one-half or more of the aggregate limits, CONTRACTOR shall immediately notify CITY. In the event a claim (claims) against the above-referenced liability policies which are reasonably expected to deplete 90% of the aggregate limits, CONTRACTOR shall, at CONTRACTOR's expense, reinstate the aggregate limits at least to an amount equal to one-half of the face amount of the aggregate limits on the policies.

4) All insurance required pursuant to this section shall be issued by a company authorized by the Insurance Department of the State of California and rated A:VII or better by the latest edition of Best's Key Rating Guide.

5) No insurance required herein shall provide for a deductible in excess of \$5,000, or a self-insured retention in any amount, without prior written consent of the CITY; and, the granting or denying of such consent shall be at the sole and absolute discretion of the CITY.

C. Endorsements.

1) All insurance required herein shall be endorsed to state that "Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the CITY (except for nonpayment for which a ten (10) day notice is required)."

2) The liability policies required herein, except for professional liability (if a stand-alone coverage), workers compensation and employers' liability, shall, by endorsement, contain the following provisions:

(a) "The CITY of Fullerton, and its officers, officials, employees, representatives, and volunteers, are hereby declared to be additional insureds as respects the operations, activities, work, errors, or omissions of the named insured arising out of or in connection with any contract or agreement with the City of Fullerton."

(b) "This insurance is primary to, and shall not contribute with, any insurance or self-insurance maintained by the C of Fullerton or by

any of the designated additional insureds.”

(c) “This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.”

3) Worker's Compensation and Professional Liability policies shall be endorsed to state that the insurer waives all rights of subrogation against the CITY, and its officers, officials, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR under this Agreement.

**D.** All insurance coverages shall be confirmed by execution of endorsements and certificates of insurance. CONTRACTOR is required to file the completed policy endorsements and certificates with CITY on or before the Effective Date of this Agreement, and to thereafter maintain current endorsements on file with CITY. The completed endorsements and certificates of insurance are subject to the approval of CITY.

**E.** Nothing in this section shall be construed as limiting in any way; the Indemnification and Hold Harmless clause contained herein in this Agreement, or the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property.

**F.** CITY shall have the right at any time to review the coverage, form, and limits of insurance required herein. If, in the sole and absolute discretion of the CITY, the insurance provisions in this Agreement do not provide adequate protection for the CITY, the CITY shall have the right to require CONTRACTOR to obtain insurance sufficient in coverage, form, and limits to provide adequate protection and CONTRACTOR shall promptly comply with such requirement. The CITY's requirements shall not be unreasonable, but shall be adequate in the sole opinion of the CITY to protect against the kind and nature of risks which exists at the time a change of insurance is required, or thereafter.

**G.** Alternate forms of insurance, that meet the above requirements, must be approved by the CITY's Risk Manager prior to beginning any work under this Agreement.

## **9. Indemnification**

CONTRACTOR agrees to defend, indemnify, hold free and harmless the CITY, and its officers, officials, agents, employees and volunteers, at CONTRACTOR's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the CITY, or its officers, officials, agents, employees or volunteers, arising out of the performance of the CONTRACTOR, its employees, agents and/or authorized subcontractors, of the work undertaken pursuant to the Agreement, specifically including but not limited to the Emergency Transportation Services.

The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, agents and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, agents and/or authorized subcontractors, and/or

whenever any claim, action, complaint or suit asserts liability against the CITY, or its officers, officials, agents, employees or volunteers, based upon the work performed by the CONTRACTOR, its employees, agents and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, agents and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of any party for claims, actions, complaints or suits arising out of the sole negligence or willful misconduct of said party.

10. Compliance with RFP Requirements for Operations, Personnel and Safety.

Without limiting Contractor's duty to comply with other requirements of the RFP, Contractor understands that throughout the Term of this Agreement Contractor must remain in full compliance with the terms, conditions and requirements of the Contract Documents including, but not limited to the minimum qualifications for provision of the Scope of Work. The failure of Contractor to abide by any of the requirements set forth in the Contract Documents will be considered a breach of this Agreement and will be grounds for termination.

11. Assignment.

- A. Except as provided herein, Contractor may not delegate, transfer or assign its rights or otherwise transfer its obligations, in whole or in part, under the proposed contract to any other person or entity without first obtaining the prior written consent of the City and not for 180 days after the formal contract award. Any such assignment or transfer without the prior written consent of the City shall be void; the attempted assignment shall constitute a breach of the Contract.
- B. For purposes of this section, the following will be considered to be a "transfer" or "assignment":
  1. Any change in the business structure, including but not limited to, changes from or to: (a) a sole proprietorship; (b) a partnership, including any change in the partners; (c) a corporation, including any change in the shareholders, whether by operation of law or otherwise;
  2. Bankruptcy, an assignment for the benefit of creditors, or the appointment of a receiver; or
  3. A transfer by any of the owners, shareholders or members (whichever is applicable) of Contractor of greater than ten percent (10%) of the ownership interest, stock or membership interest (whichever is applicable) in Contractor's business, issued as of the Effective Date by the Contractor, or the sale or transfer of over twenty-five percent (25%) of the assets of the Contractor. In the event a Contractor experiences regular stock exchanges in excess of the ten percent (10%) threshold, a separate agreement may be negotiated to set a threshold that still provides the City with the protections intended. The stock sale of a publicly traded corporation that does not constitute a change in majority ownership will not be deemed a transfer of ownership for purposes of this Section.

## **12. Audits and Inspections.**

At any time during normal business hours, and as often as may reasonably be deemed necessary by the CITY, the CITY may observe and inspect CONTRACTOR's business office, and CONTRACTOR must make promptly available to the CITY for its examination all of CONTRACTOR's records that pertain to performance of the Agreement. The CITY may audit, examine, and copy any and all CONTRACTOR records pertaining to their performance of the Agreement, including but not limited to, personnel records, daily logs, conditions of employment, and all other data. The CITY's right to inspect CONTRACTOR's business office and any and all records pertaining to their performance of the Agreement will be restricted to normal business hours and reasonable notice shall be given to CONTRACTOR in advance of such inspection.

## **13. Independent Contractor.**

A. In the performance of this Agreement, CONTRACTOR shall be acting in an independent capacity from the CITY, and not as an agent, employee, partner, or pursuant to any kind of joint venture or partnership with the CITY. The parties understand and agree that CONTRACTOR, its officers, agents and employees (which term specifically includes, but is not limited to, the Transportation Personnel) are not employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of CITY employees including, but not limited to, medical, unemployment, or workers' compensation insurance.

B. Neither the CITY, or any of its officers, elected officials, agents, representatives, or employees, shall have any control over the conduct of CONTRACTOR's agent's and employees except as specifically set forth in the Contract Documents. Under no circumstances shall CONTRACTOR or any of its agents or employees represent that they are in any manner agents or employees of the CITY, it being understood that CONTRACTOR its agents and employees are as to the CITY, wholly independent contractors and that CONTRACTOR's obligations to the CITY are solely those prescribed by the Contract Documents.

C. CITY has no responsibility whatsoever for the payment of any wages, salary, health benefits, retirement benefits, taxes, or any other benefits that may be due to CONTRACTOR's employees and agents performing Emergency Transportation Services under this Agreement, specifically including but not limited to the Transportation Personnel. CONTRACTOR further acknowledges and agrees that the CITY has no responsibility whatsoever for the filing of any employer related documentation (tax forms, payroll, or otherwise) with the federal, state or local governmental authorities, concerning those persons CONTRACTOR assigns to perform Emergency Transportation Services under this Agreement. The preparation and filing of all employee related documentation shall be the sole responsibility of CONTRACTOR.

## **14. Compliance With Laws**

All services provided by CONTRACTOR pursuant to the Contract Documents must be rendered in full compliance with all applicable federal, state, and local laws, rules, statutes, and regulations. It will be CONTRACTOR's sole responsibility to determine which federal, state, and local laws, rules, statutes, and regulations apply to the services

to be performed pursuant to the Contract Documents, and to maintain compliance at all times throughout the Term of this Agreement.

**15. Responsibility**

Except as may be specifically stated herein to the contrary, it shall be the responsibility of CONTRACTOR to provide all Transportation Personnel with whatever resources and equipment are necessary to perform the Emergency Transportation Services, and to otherwise satisfy all of the terms and conditions set forth in the Contract Documents at all times during the Term of this Agreement. Except where it may be specifically permitted in the Agreement, CONTRACTOR may not use any outside ambulance service providers or other resources to satisfy its obligations to provide Emergency Transportation Services to the CITY, without first obtaining the prior written consent of the CITY. Notwithstanding the granting of any such approval by the CITY, nothing stated herein shall relieve CONTRACTOR of its duties and responsibilities under the Agreement, and any additional cost incurred shall not be charged to the CITY.

**16. Acts or Omissions of Representatives**

The acts and/or omissions of the owner(s), officers, operators, officials, employees, agents, and representatives of the CONTRACTOR in the performance of the services and obligations under the Contract Documents shall constitute the acts and/or omissions of the CONTRACTOR.

**17. Insolvency**

CONTRACTOR shall not, without the prior written consent of the Fullerton City Manager, suffer either the appointment of a receiver to take possession of all, or substantially all of the assets of CONTRACTOR, or make a general assignment of such assets for the benefit of creditors. Any such action taken or suffered by CONTRACTOR under any insolvency or bankruptcy proceeding constitutes a material breach of this Agreement by CONTRACTOR, and all property, equipment or materials assigned by the CITY to CONTRACTOR related to the provision of services under this contract shall be automatically "released" by CONTRACTOR and returned back to the possession and control of the CITY. Following the occurrence of any such event, the Fullerton City Manager may assign such property, equipment or materials to another Emergency Transportation Services provider, in the CITY's sole discretion.

**18. Familiarity With Work**

By execution of this Agreement, CONTRACTOR warrants that:

- A. It has thoroughly investigated and considered the Emergency Transportation Services to be performed;
- B. It possesses any and all licenses which are required under relevant local, State, or Federal law to perform the Emergency Transportation Services contemplated by this Agreement and shall maintain all appropriate licenses during the performance of this Agreement.
- C. It has expertise in the provision of Emergency Transportation Services as that term is defined in this Agreement;
- D. It carefully considered how the Emergency Transportation Services should be performed; and
- E. It fully understands the difficulties and restrictions attending the

performance of the Emergency Transportation Services under this Agreement.

**19. Validity**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

**20. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

**21. Entire Agreement**

This Agreement supersedes any and all other agreements whether oral or written, between the parties hereto with respect to the subject matter hereof, and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement or modification of this Agreement shall be effective only if executed in writing and signed by both CITY and CONTRACTOR.

**22. Attorney's Fees**

In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the Court to be reasonable.

**23. Representatives and Notices**

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

\_\_\_\_\_ shall be the representative of CONTRACTOR for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of CONTRACTOR, called for by this Agreement, except as otherwise expressly provided in this Agreement. All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail, postage prepaid, return receipt requested, to the following addresses indicated below:

If to City: Attn: City Manager  
City of Fullerton  
303 W. Commonwealth Ave.  
Fullerton, California 92832

If to CONTRACTOR: Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or forty-eight (48) hours after deposit in the U.S. Mail as reflected by the official U.S. postmark. Either party may change its address by giving notice in writing to the other party.

**24. Waiver**

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought, referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

**25. Rights and Remedies are Cumulative**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

**26. Cooperation**

CONTRACTOR must cooperate with the CITY and take all actions necessary to ensure that all terms and conditions, and required performance levels, set forth in the Contract Documents are satisfied at all times throughout the Term of the Agreement.

**27. Legal Action**

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy and default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**28. Amendment**

This Agreement may be amended only by the written mutual consent of CITY and CONTRACTOR.

**29. Additional Services**

CONTRACTOR shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services are approved in writing by CITY prior to CONTRACTOR performing the additional services. It is specifically understood that oral requests or approvals of such additional services, change orders, or additional compensation, and any approvals from the CITY, shall be barred and are unenforceable.

**30. Counterparts**

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

**31. Corporate Authority**

The persons executing this Agreement on behalf of the Parties hereto warrant that

they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so the Parties hereto are formally bound to the provisions of this Agreement.

**[SIGNATURES TO FOLLOW ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all formalities required by law on the respective dates set forth opposite their signatures.

“CONTRACTOR”

By: \_\_\_\_\_  
Title

“CITY”  
THE CITY OF FULLERTON  
a municipal corporation

By:

\_\_\_\_\_  
Eric J. Levitt, City Manager

ATTEST:

By:

\_\_\_\_\_  
Lucinda Williams, City Clerk

APPROVED AS TO FORM:

By:

\_\_\_\_\_  
Richard D. Jones, City Attorney