



CITY OF PLACENTIA
REQUEST FOR PROPOSALS
FOR
FIRE PROTECTION SERVICES

RFP No. 2018-02

Issued: December 20, 2018

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

Submit RFP Response to:

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

City of Placentia
Request for Proposals
Specifications, Terms and Conditions
for
Fire Protection Services

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GENERAL INFORMATION

A. STATEMENT OF WORK

1. Intent

The City of Placentia ("City") is a suburban bedroom community of 6.6 square miles and approximately 53,000 residents. The City currently contracts with the Orange County Fire Authority (OCFA) to provide fire suppression, prevention and investigation services along with 911/advanced life support paramedic services. As part of its agreement with the OCFA, the City leases to the OCFA two fire stations it owns located at 120 S. Bradford Avenue and 1530 N. Valencia Avenue (Bradford Fire Station and Valencia Fire Station, respectively.) The City has contracted with the OCFA since 1995 when the Authority was first created and had previously contracted with the Orange County Fire Department prior to the County's dissolution of its fire department. Prior to June 1975, the City of Placentia Fire Department provided fire protection and paramedic/emergency medical services to the community. The City's existing agreement with the OCFA is set to expire on July 1, 2020.

The City seeks proposals from qualified service providers for a full-service fire suppression, prevention and investigation contract. In addition, these services include Hazmat response and Urban Search and Rescue. Concurrent to this proposal process for fire protection services, the City is soliciting separate proposals from qualified service providers for 911/Advanced Life Support (ALS) Emergency Medical Services (EMS). The City will award separate contracts with separate scopes of work for both service types although qualified service providers are encouraged to submit proposals for both fire protection and 911/ALS EMS.

The City has considered the costs and benefits associated with re-establishing a municipal fire department. To that end, the City endeavors to participate in this competitive process to evaluate and weigh those costs and benefits against proposals submitted by other qualified service providers. Accordingly, the City through a professional consultant shall submit a competitive proposal to stand up a City Fire Department to the City's Evaluation Committee for its consideration. The City's proposal shall adhere to the same

standards and criteria as other proposers and will stand on its own merits. The City's consultant has not participated or assisted in drafting this RFP and will not be presented with a copy of it until it is released to the public.

The City encourages proposers to be creative and innovative in their approach to offer options that provide a viable service level for the City. Proposers may elect to submit proposals that result in a collaborative approach in the delivery of services under a resultant contract. Proposers may submit a proposal that includes the use of multiple service provider agencies working together (i.e. neighboring jurisdictional agencies) to deliver the proposed required services described herein. In such a proposed collaborative approach, the proposer shall describe in its proposal, in detail, the organizational structure of the proposing entity (i.e. Joint Powers Authority agreement), describe the roles of each participating entity and describe how each of the collaborating entities will work together to deliver all the required services set forth herein under a resultant contract.

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

2. Scope

The City of Placentia is a Charter City and a political subdivision of the State of California with authority for designating fire protection first responders through a competitive procurement process. The City desires to enter into an agreement with the selected fire protection service provider to deliver the services specified in this RFP. The City's intent is to maintain its current ISO rating and ensure the same level of coverage, response times, resources at incident scenes, quality of service and training.

A successful fire protection system has three major consumer objectives: 1) prevent lost lives and minimize property loss; 2) quick

response times to emergencies; 3) provide these services in a fiscally prudent and responsible manner. The City seeks to meet these objectives now and, in the future, while ensuring good value for the community. One of the goals of the City's public safety program is to sustain a high-performance fire protection and emergency response system. Essential elements of this high-performance system include:

- Quick and effective response to fire suppression needs
- Effective fire prevention programs
- Effective fire investigation services
- Quick and effective response to Hazmat emergencies
- Quick and effective response to wildfire response and mitigation services
- Effective execution of urban search and rescue activities and vehicle extrications
- Effective planning and training for emergency response to natural or man-made disasters

B. INSTRUCTIONS TO PROPOSERS

1. Designated City Contact/Ex-Parte Communication Ban

All contacts during this competitive process is through designated Placentia City staff only. The evaluation phase of the competitive process shall begin upon issuance of the RFP to the public and shall continue until an Agreement has been awarded. Proposers, either directly or indirectly or through intermediaries, lobbyists, organized labor or other agents shall not contact or lobby evaluators, elected officials or other City staff from the time the RFP has been issued and released to the public until an Agreement has been awarded. **Attempts by Proposers to contact evaluators, elected officials or other City staff during this time period shall result in disqualification of that Proposer.** The purpose of this communication ban is to ensure a fully transparent and level playing field for all proposers. Proposers shall be required to submit a signed copy of the Ex-Parte Communication Certification attached as Exhibit C.

All questions regarding these specifications, terms and conditions are to be submitted in writing only as official Requests for

Information (RFI). The City will endeavor to provide written responses to all RFIs within five (5) business days. All RFIs submitted before the final deadline to submit RFIs as well as the City's written responses to RFIs will be answered posted to the City's website and available for all proposers to review. No RFIs will be accepted beyond the due date noted below. It is the responsibility of all Proposers to check the City's website periodically to ensure they have downloaded all responses to RFIs as well as any addendums to this RFP, as well as attach a signed copy of the attached Addendum Acknowledgement Form (Exhibit D) with its proposal.

All RFIs should be directed to:

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

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

2. RFP Calendar of Events

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

3. SUBMITTAL OF PROPOSALS

- 3.1 It is the responsibility of each Proposer to be familiar with all the specifications, terms and conditions of this RFP. By the submission of a Proposal, the Proposer certifies that, if awarded an Agreement, they will make no claim against the

City based upon ignorance of conditions or misunderstanding of the specifications.

- 3.2 All proposals must be SEALED and must be received by 5:00 p.m. PDT on February 28, 2019. Proposals are to be addressed to:

City of Placentia
Proposal for Fire Protection Services
401 E. Chapman Avenue
Placentia, CA 92870

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

- 3.3 NOTE: LATE AND/OR UNSEALED PROPOSALS WILL NOT BE ACCEPTED.
- 3.4 Proposals will be received only at the address shown above and the date and time indicated in the Calendar of Events. Any proposal received after said date and/or time or at a place other than the stated address will not be considered and will be returned to the Proposer unopened
- 3.5 All proposals, whether delivered by an employee of Proposer, U.S. Postal Service, courier or package delivery service, must be received prior to the time designated.
- 3.6 Proposer's name and return address must also appear on the mailing package.
- 3.7 No email (electronic) or facsimile proposals will be considered.
- 3.8 Proposer acknowledges all RFP terms and conditions and, by submission of its proposal, indicates the ability to perform in accordance with all specification herein.
- 3.9 Submitted proposals must be valid for a minimum period of one (1) year from the submittal date.

- 3.10 All costs associated with the preparation and submission of a proposal shall be borne by Proposer.
- 3.11 Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California Corporations Code or an equivalent statute. This provision does not preclude multiple Cities from joining together to provide these services.
- 3.12 Proprietary or Confidential Information:
- 3.12.1 No part of any proposal is to be marked as confidential or proprietary.
- 3.12.2 City may refuse to consider any proposal or part thereof so marked.
- 3.12.3 All proposals shall become the property of City.
- 3.12.4 City reserves the right to make use of any information or ideas contained in submitted proposals.
- 3.12.5 This provision is not intended to require the disclosure of records that are exempt from disclosure under the California Public Records Act (Government Code Section 6250, et seq.) or of "trade secrets" protected by the Uniform Trade Secrets Act (Civil Code Section 3426, et seq).
- 3.12.6 Proposals submitted in response to this RFP may be subject to public disclosure.
- 3.12.7 City shall not be liable in any way for disclosure of any such information.
- 3.13 All other information regarding the proposals will be held as confidential until such time as the RFP Review Committee has completed its evaluation and, or if, an award has been made.

Proposers will receive mailed award/non-award notification(s), which will include the name of the Proposer chosen. In addition, award information will be posted on the City's website, www.placentia.org/fireems.

- 3.14 Each proposal received, with the name of the Proposer, shall be entered on a record, and each record with the successful proposal indicated thereon shall, after the award of the order or Agreement, be open to public inspection.

4. PROPOSAL FORMAT

Proposals must be signed in ink by an authorized officer or employee of the company or public entity. Proposals shall incorporate all information requested in this RFP, in the order listed. City performance standards for fire protection services are identified in the Scope of Work (Exhibit A) of this RFP and shall be addressed in the manner stipulated for each standard.

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

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

4.1.2 Submitted Proposals

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

4.1.3 Narrative- Binder #1: The proposal may begin with a brief executive summary (not more than three pages) of

the highlights and overall benefits of the proposal to the City. To facilitate comparison and scoring of proposals, the mandatory Table of Contents must be adhered to. Any material deviation from these requirements may be cause for rejection of the proposal, as determined at the City's sole discretion. The narrative portion shall abide by the following specifications:

- Table of Contents must include corresponding page number and pages must be numbered sequentially
- Tabs must separate each section of the proposal
- Font - Times New Roman, no smaller than 12-point
- Line spacing no less than 1.5 lines
- Double -sided page printing
- Standard 8.5" by 11" paper

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

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

4.2 Proposers Proposal Submission Elements:

The required format for all submittals shall be consistent with the following format:

- A. Cover letter and proof of insurance requirements.
- B. General background information and qualifications.

- C. Proposed method for providing services and deployment strategies.
- D. Statement regarding the performance measures to be utilized in defining service delivery and service outcomes.
- E. Projected partnerships and collaborations that are being proposed including any joint/automatic response or mutual aid provisions.
- F. Proposed prevention efforts including new and existing construction inspection services, plans review, fire/arson investigations, pre-fire planning, code enforcement, and fire mitigation efforts or vegetation management.
- G. Quality control and system management (including the use of customer service surveys).
- H. References for any service contracts or service collaboration arrangements that the provider is or has been involved.
- I. Proposed Fee Structure.
 - i. Initial Service period cost to City
 - ii. Proposed pricing methodology for future or extended service terms.
 - iii. Identification of any additional user fee or service fee that may be instituted (plans review fees, inspections fees, stand-by fees for special events, false alarm fees, auto extrication fees, freeway response fees, hazardous materials clean-up fees, equipment of supply use fees, non-resident service fees, etc.) to defray annual City service costs
- J. Complete all forms/worksheets contained in Exhibits and include in corresponding Exhibits of proposal and placed in Proposer's Binder #2.

5. EVALUATION PROCESS /SELECTION COMMITTEE /CRITERIA

- 5.1 All acceptable proposals will be evaluated by a RFP Review Committee.
- 5.1.1 The RFP Review Committee will be composed of two City Council members, Chief of Police, Director of Finance, Emergency Services Coordinator, two subject matter experts in fire protection and EMS, and a member of the Citizen's Fiscal Sustainability Taskforce.
- 5.1.2 The RFP Review Committee will select a service provider in accordance with the evaluation criteria set forth in this RFP. Evaluation of the proposals shall be within the sole judgment and discretion of the RFP Review Committee.
- 5.2 All contact during the evaluation phase shall be through the designated City contact person only. Proposers shall not contact or lobby evaluators, elected officials or other City staff during until an Agreement has been awarded by the City Council. Attempts by Proposer, either directly or indirectly through lobbyists, organized labor, or other agents to contact and/or influence members of the RFP Review Committee, elected officials or other City staff **will** result in disqualification of the Proposer.
- 5.3 The RFP Review Committee will evaluate each proposal meeting the minimum qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risk of the City's requirements, as set forth in this RFP.
- 5.4 As a result of this RFP, the City intends to award a Fire Protection Services Agreement to the responsible Proposer whose response conforms to the RFP and whose overall proposal presents the greatest value to the City. The City may reject any Proposal and may waive, to the fullest extent permitted by law, any informalities or minor irregularities

therein not involving price, time or changes in the services provided. The City may also elect to re-establish its own fire department. The goal is to award an agreement to the Proposer or identify an alternative service model/option that offers the City the best quality that meets or exceeds the level of service it currently enjoys, as determined by the combined weight of the evaluation criteria, but at a cost that is fiscally prudent and sustainable over the long-term. Furthermore, the City reserves the right, in its discretion, to reject all Proposals and issue a further request for proposals.

- 5.5 In evaluating Proposals, City will consider the information provided in the Proposal, the compliance with the prescribed requirements, and such other data as may be requested in this RFP, or any other information requested, provided or discovered prior to the Notice of Award.
- 5.6 Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. Other information may be added to further support the evaluation process whenever such additional information is deemed appropriate in considering the nature of the services being solicited.
- 5.7 The City may conduct any investigations the City deems necessary to assist it in its evaluation of any Proposal and to establish the Proposer's responsibility, qualifications and financial ability (and that of its proposed subservice providers, suppliers, and other persons and organizations) to perform in accordance with the Agreement and the Proposal, to City's satisfaction, and within the prescribed time.
- 5.8 Evaluation Weighting Criteria: The weighting for each required section shall be as follows:

A.	General background and qualifications	20%
B.	Service methodology and deployment	25%
C.	Performance Measurement	10%
D.	Prevention Efforts	10%
E.	Quality Control Measures	10%

F.	References	5%
G.	Proposed Fee Structure	<u>20%</u>
		100%

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

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

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

6. NOTICE OF AWARD

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

6.2 The City retains the right to reject all bids and to not award an Agreement. Proposers will be notified if this is the outcome the City has chosen.

6.3 The Notice of Award will provide the following information:

7.3.1 The name of the Proposer being recommended.

7.3.2 The names of all other Proposers.

7.3.3 Evaluation points for each Proposer.

6.4 Debriefings for unsuccessful Proposers will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful proposal.

7. PROPOSAL PROTEST APPEALS PROCESS

The City of Placentia has taken great care in the establishment of fair and competitive procurement procedures and the commitment

made to follow those procedures. The following is provided in the event Proposers wish to protest the proposal process or appeal the recommendation to award an agreement for this project.

7.1 Any proposal protest must be submitted in writing to:

City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

7.2 The proposal protest must be submitted before 5:00 p.m. PDT of the tenth (10th) business day following the date of the Notice of Award.

7.2.1 The proposal protest must contain a complete statement of the basis for the protest.

7.2.2 The protest must include the name, address and telephone number of the person representing the protesting party.

7.2.3 The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. At a minimum, those parties listed in the Notices of Award/Non-Award shall be notified of such protest and the specific grounds therefore.

7.2.4 The procedure and time limits are mandatory and are the Proposer's sole and exclusive remedy in the event of Proposal Protest.

7.3 Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Proposal Protest, including filing a Government Code claim or any legal proceedings.

7.4 Upon receipt of written protest, the City will review and provide an opportunity to settle the protest by mutual agreement, will schedule a meeting to discuss or issue a written response to within five (5) working days of review date.

- 7.5 Responses will be issued at least five (5) days prior to City Council hearing date and will inform the Proposer whether the recommendation to the City Council has changed.
- 7.6 The decision of the City may be appealed to the City Council. All appeals to the City Council shall be in writing and submitted within five (5) calendar days of notification of decision by the City Administrator. The decision of the City Council is the final step of the appeal process.

C. TERMS AND CONDITIONS

1. AWARD

- 1.1 Proposals will be evaluated by the RFP REVIEW COMMITTEE and will be ranked in accordance with the RFP Evaluation Criteria.
- 1.2 The RFP REVIEW COMMITTEE will recommend award to the Proposer who, in its opinion, has submitted the proposal that best serves the overall interests of the City. Award may not necessarily be made to the Proposer with the lowest cost, however it is a chief imperative of the City that these services be provided in a fiscally prudent and sustainable manner. The RFP REVIEW COMMITTEE may also recommend that the City reestablish its own fire department or seek out alternative service model/options.
- 1.3 The proposal evaluation process set forth herein will be used to assist the RFP Review Committee in making its recommendation to City Council, but it is at the City's "sole discretion" to ultimately determine who or what entities can best provide these services and which proposal is the best fit for the City.
- 1.4 The City reserves the right to reject any or all responses that materially differ from any terms contained herein or from any exhibit attached hereto and to waive informalities and minor irregularities in responses received.

- 1.5 City Council approval is required to enter into an agreement. Service provider shall sign an acceptance of award letter prior to City Council approval in principle.
- 1.6 The terms and conditions of the Agreement will be negotiated with the selected Proposer in accordance with the RFP and the Proposers response.
- 1.7 A final best offer shall be negotiated with the selected service provider.

EXHIBIT A SCOPE OF WORK

City Authority, Control & Responsibility:

The City seeks to provide as much flexibility as possible for service providers to propose innovative service models that provide a viable service level for the City. However, the City shall ultimately maintain local discretionary decision-making and control over service levels, budget, and funding for emergency fire suppression, prevention, investigation, hazmat response and urban search and rescue services. The service provider shall operate under the City's Emergency Response Plan and shall work with and train with City staff in emergency preparedness operations.

The City of Placentia shall continue to retain ownership and control of the Valencia and Bradford Fire Stations. The City will lease to the selected service provider (separate lease agreement) both fire stations for \$1 per year. The service provider, if it decides to occupy the fire stations and deploy its resources from those locations, will be responsible for providing general and routine maintenance of a non-structural or mechanical nature for both fire stations, building as well as general property maintenance, as defined in the lease agreement. In addition, the service provider, if they choose to utilize a City-owned fire station, shall share the use and operation of those stations with the City's 911/ALS service provider. The City envisions a three-party lease agreement governing the use of those stations between the fire protection and 911/ALS service provider and the City. Lastly, the City envisions incorporating and expanding the use of those facilities to support City programs in conjunction with the services provided by both service providers.

The service provider will be required to provide all necessary equipment, vehicles, apparatus, materials, and supplies needed to provide these services to the City the cost of which shall be incorporated into the annual service contract cost the City pays. The City's fire protection service provider will be expected to work closely and cooperatively with the City's 911/ALS service provider to deliver effective public safety services to the community.

The selected service provider shall designate a Fire Chief to the City who will also assume Fire Code Official (Fire Marshal) duties, which includes the enforcement of Title 19 of the California Code of Regulations and all

applicable codes in the Placentia Municipal Code pertaining to building/fire codes and building safety inspections.

Contractual Duties, Responsibilities & Obligations:

The Proposer's services provided through a contract with the City shall be at comparable levels to the City's current service levels and response times. These services shall also be delivered in a financially sustainable and responsible manner as identified in this Request for Proposal. The Proposer's emergency fire protection services will include commercial, residential, and industrial, outdoor fire safety inspections/prevention, investigations, hazardous materials incident response, vehicle fires, emergency vehicle extrication, hazardous conditions response (flooding, downed power lines, earthquake, terrorist incidents) and mutual/automatic aid to surrounding communities.

The Proposer will provide for the professional management and operational control of the fire department following the level of service and policies established by the City. The Proposer will recruit, test, hire, train, and manage the personnel required to deliver this service. The Proposer will provide training to all employees, by accredited and qualified instructors and institutions, that will meet or exceed the accepted industry standards, requirements, and specific operational needs of the City.

The City requires that all responding, or support personnel shall meet any applicable County, State or Federal qualifications or training requirements, including CAL-OSHA requirements, Driving licensure, etc.

Proposers shall offer in their proposals recommended criteria for the establishment of the minimum training requirements for operational personnel utilized in Placentia responses (State Fire Marshal's Office training certifications for: Firefighter 1 & 2, Driver Operator, Company Officers, Chief Officers, Fire Inspectors, Fire Investigators etc.) and for command response personnel and their level of training/competency as incident commanders.

Labor negotiations, worker's compensation, personnel administration, employee benefits, and career development will be the Proposer's responsibility. The City's expectations regarding work rules and existing memorandums of understanding between the Proposer and its employees will not impact or hamper the Proposer's ability to deliver the services in the manner prescribed herein by the City.

The Proposer through initial, and extended emergency response deployment will meet the standards of response cover needs for the City and community. The Proposer will designate the Bradford Fire Station as a "must cover" station if it elects to occupy this station. Proposers may demonstrate to the City that a "must cover" station is not needed or could be covered by alternate deployment models. "Must cover" means that any time the staffed apparatus is committed to an emergency or activity that precludes a response to a second incident, the City will be covered by either: 1) Cover engine that will be dispatched from another station, 2) Call back of off-duty personnel, or 3) Activation of volunteer firefighters. This will provide an immediate fire engine for second emergency or support to the initial emergency. The City will receive a minimum depth of coverage, and proposers are required to outline their proposed minimum depth of coverage. The Proposer will be required to comply with the City's required mutual coverage support during emergencies that are considered automatic mutual aid. Prior to providing service to the City on July 1, 2020, the selected service provider will need to have established its organization within the mutual aid coverage agreements with surrounding agencies.

Service provider shall participate in community events such as the annual Heritage Day Parade and Los Posadas Tamale Festival, both for community relations as well as provide public safety services at no additional cost to the City.

The Proposer will be responsible for the enforcement of all applicable State fire codes and code provisions in the Placentia Municipal Code pertaining to outdoor fire prevention and life safety inspections. The Proposer will maintain a representative in the City's Emergency Operations Center (EOC) when the EOC is activated. In addition, the Proposer will have an active and prominent role in the City's emergency response planning efforts and will participate with the City in emergency planning tabletop exercises.

Dispatch Service:

The City of Placentia operates the local 911 public safety answering point (PSAP) for police emergencies with City dispatchers. Fire and medical related emergency calls are currently transferred to the Orange County Fire Authority. Effective July 1, 2020, either the City's PSAP and dispatchers will assume dispatching duties for all medical and fire-related emergencies bringing all 911 dispatching needs within the City's dispatch/PSAP system, or an agreement will have been executed with

another entity to provide fire-related dispatching services. City 911 operators have the ability to dispatch all fire and medical calls in addition to dispatching law enforcement calls. Proposers from public agencies already utilizing existing dispatch infrastructure should identify proposed dispatching models/systems for fire emergencies they would implement or absorb into existing systems if providing fire protection services to the City of Placentia.

The emergency radio communications channels, to be utilized by the provider and their ability to interact with the Placentia 911 dispatch center, mutual aid partners and local law enforcement must be compatible with the communications systems currently used by the City. Proposers shall describe in their proposed operational plan for its communications systems and equipment and compatibility with the emergency radio communications channels and systems used by the Placentia 911 dispatch center, mutual aid partners and local law enforcement.

The provider must have a records management system and system access devices (for stations and vehicles) that can interface into the City's 911 CAD system and the ability to download incident response information into these records management systems. Proposers shall describe in their proposal's proposed operational plan, the records management system and system access devices it would use to provide services to the City and provide a detailed description of its ability to download incident response information and compatibility with the City's 911 CAD system, including CAD-to-CAD connectivity; if applicable, with Proposer's proposed operational plan.

Desired Service Level

In keeping with the City's stated desire to deliver these services in a fiscally prudent and sustainable manner at a comparable service level, the vision for such a delivery model emphasizes quality and expedient service, maximizes efficiencies, lowers costs, and adds value. The City's fire protection service provider will not be a first responder to medical emergencies. However, in those unusual or significant EMS events the Fire Service Provider may be summoned by the City's EMS provider in a BLS or support capacity. The Fire Protection Provider is expected to respond to the following types of calls:

- Working structure and other fires
- Wildfire response and mitigation services

- Traffic accidents requiring patient extrication
- Urban/technical rescues
- Fire investigation services
- Hazardous materials response
- Hazardous conditions
- Community outreach and fire prevention education
- Fire/development plan check services

In presenting the staffing and equipment necessary in the Proposer's opinion to provide effective and fiscally sustainable fire protection services to the City of Placentia, the proposal should include a broad overview of the proposed service delivery model.

Proposers may elect to propose alternate force deployment strategies including the use of roving or patrol units, posting of vehicles at key locations, or the utilization of peak staffing models and of other staffing and deployment strategies that differ from dedicated staffing at the two existing Placentia facilities.

Proposers shall offer in their proposals the proposed level of Hazardous Materials response that shall be available (Awareness, Operations, Technician, Specialist).

The service model must indicate the number of positions by employee classification that are available to provide service, both in terms of fully employed personnel assigned to Placentia, or personnel with combined or shared service responsibilities.

In addition, all necessary vehicles and equipment such as apparatus, support vehicles, command personnel, etc., to provide this service shall be outlined by Proposers.

Proposers may elect to propose the use of alternative response vehicles for non-emergent response to service calls, public assist, automatic fire alarms or other non-emergent response activities, such alternative service delivery approaches should be detailed by the proposer in its proposal.

The following table provides service call statistics for calendar years 2015-2017 as provided by the OCFA. It should be noted that this table includes EMS calls which are not included in the scope of work for this RFP. EMS services shall be provided under a separate contract:

Year	Unit Responses	Fire Incidents*	EMS Incidents	Other Incidents**	Incident Totals
2015	7,546	40	2,367	630	3,037
2016	8,031	49	2,416	772	3,237
2017	7,754	51	2,668	758	3,477

*Placentia experiences approximately 3-4 actual working structure fires per year

**Other incidents: Cancelled, ruptures, hazardous conditions, service calls, good intent, false alarms and miscellaneous calls

Proposers should describe their proposed operational plans to provide for the full-force response to each response type such as fires or other emergencies that quantifies the total number of personnel and equipment that would respond to the various occupancy groups (single family, multiple family, commercial, industrial, high-hazard occupancies, target hazards, high rise structures, grass fires, outdoor fires, vehicle fires and etc.) in their proposals.

The City's planned Transit Oriented District (TOD) is located along Crowther Avenue between the 57 Freeway and Cameron Street. The TOD will be anchored by a future Metrolink Train Station and 4-level, 246 space parking structure. At full build-out of the TOD, the City anticipates adding approximately 1,000 new apartment units and up to 50,000 square feet of new commercial space. The apartment buildings will be a maximum of 5 stories and consist of Class-A construction with non-combustible materials and fully sprinkled. The City has adopted similar development codes for its Old Town Placentia District located north of the proposed train station along Santa Fe and Bradford Avenues. Future developments in the City's Old Town will see an additional 600 residential apartment units in 5-story maximum buildings similar to those in the TOD.

Administrative and Support Services:

Proposers must declare who will be appointed as the designated fire chief or chief fire officer for the City of Placentia and will represent the City in that capacity while reporting to the City Administrator. The appointed Fire Chief/Chief Fire Officer will have the ability to make changes or re-assignments of assigned personnel. This individual will manage this contract in a professional and efficient manner, attend City Council meetings when requested, attend City Management team meetings, provide personnel management services, attend other policy meetings and special events as appropriate or requested, and coordinate emergency

planning with other agencies including automatic and mutual aid agreements.

All administrative and support services, and management functions related to contracted fire personnel (i.e. personnel administration, labor relations, contract negotiations, etc., disciplinary actions, uniforms, turnouts, medical response & firefighting materials and supplies, etc.) will be performed or provided by the Proposer. At no time shall the Proposer's existing work rules or memorandums of understanding with its employees impede the Proposer's ability to deliver the services in the manner and cost structure required by the City and as determined by the City.

Proposers shall offer in their proposals recommended criteria for the establishment of "performance measures" and the frequency of their reporting in assessing service delivery. Proposers shall also offer in their proposals recommended criteria for the establishment of financial penalties when service delivery criteria are not being met.

The City will require the service provider to maintain a notification process that provides notification to the City for significant occurrences such as the following examples;

- During major incidents in the city (while the event is on-going)
- Any time a civilian fire injury or fire death occurs.
- Any time a fatality occurs during a vehicle accident
- Any time the provider receives a complaint regarding the service provided or the actions or inactions of an employee.
- Any time property damage is caused by the provider.
- Any time a provider vehicle is involved in an accident within city limits.
- Any time a fire violation is uncorrected after a 30-day period.
- Any time an occupancy in the City is red-tagged or vacated because of a hazard or the in-operability of a fire protection system.

Proposers shall provide a detailed proposed notification process consistent with the examples set forth herein that it will employ to meet this requirement.

Fire Prevention and Investigation Services:

The Proposer will assist the City with the following programs:

- Outdoor fire and life safety inspections and enforcement as per applicable State and Placentia Municipal Codes
- Public education (i.e. school and civic programs, community outreach, etc.)
- Fire hazard Reduction Program (i.e. emergency response pre-planning, special event fire safety, plans/inspections)
- Arson investigation and related law enforcement assistance to the Placentia Police Department on an as-needed basis

Annual Cost Proposal:

The proposal will include the annual cost to provide all services contained herein as outlined in Exhibit B. The cost shall be broken out by fire station, if applicable. The cost shall be a fixed amount for the first three (3) years of this agreement. Beginning in Year 4 of the agreement term, an annual adjustment will be allowed based on the Consumer Price Index for all Urban Consumers for the Los Angeles, Long Beach, Anaheim region for the preceding 12 months.

Regular Meetings, Reporting & Billing Requirements to the City:

The service provider will provide a monthly fire department activity report to the City Administrator. The monthly activity report will include all fire department activities for a given month broken down by category (i.e. emergency fire suppression incidents, property loss estimates (if applicable), coverage or response time issues (if any), mutual aid responses, other emergency-related incidents, and community support activities. The City and the service provider will meet quarterly to discuss service provision performance and other key issues involving the service agreement.

The service provider will provide an annual fire department report to the City Administrator. This annual report will be a detailed summary of the department's activities (as mentioned above) and statistical data broken

down by category for the previous year, as well as an identification of challenges and issues addressed during that time, or that remain unresolved. The service provider will provide detailed billings, based on the City's contract with the service provider, to the City's Finance Director for payment.

Required Insurance Coverages.

The required insurance coverages including lines of insurance, coverage limits and related criteria are set forth in Exhibit E Insurance Coverage Agreement.

Proposed Service Fees:

The Proposer shall indicate in its proposal any identified service fees it intends to or already does charge the public while directly providing service to the City of Placentia (including any variances in fees for residents, business and non-residents) for the delivery of any service. Such identified proposed service fees should include specific details as the actual service to be provided, the fee for each service and any variables. Additionally, such schedule of fees should be applicable for a specified time frame, which at a minimum shall be for the first three years of a resultant agreement. Thereafter, any proposed adjustments to the proposed service fees shall be no more than an annual adjustment, which shall be based on the Consumer Price Index for all Urban Consumers for the Los Angeles, Long Beach, and Anaheim region for the preceding 12 months. All such proposed initial service fee schedules and any future adjustments to such fees, shall be contingent on formal approval and act of the City Council. Any fees collected by the service provider shall be used to offset the annual service cost charged to the City.

If a Proposer elects to propose one or more service fees in its submittal, the Proposer should indicate how any revenue received by the Proposer, if awarded a resultant agreement, for such fees will reduce the proposed costs set forth in Proposer's Cost Proposal if approved.

If a Proposer elects to not establish any service fee at any time during the initial term of a resultant agreement, or delay establishing such a fee for a specified amount of time, it should so state that in its submittal.

The Proposal Shall Also Include the Following:

- 10-year history of the service fee charged to other agencies contracting who contract with the Proposer for fire protection services.
- 10-year history of the Proposer's salary and benefit increases that have been passed on in the form of increased costs to its contracting agencies, especially municipalities.
- Identify the Proposer's time frame needed to acquire equipment and personnel to service this contract.

**EXHIBIT B
COST PROPOSAL**

1. Total Annual Cost Bradford Fire Station:

\$ _____

2. Total Annual Cost Valencia Fire Station:

\$ _____

OR

3. Alternate Service Model Fire Protection Coverage Annual Amount:

\$ _____

EXHIBIT C
EX PARTE COMMUNICATIONS BAN CERTIFICATION

DECLARATION OF EX PARTE COMMUNICATION

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

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

Dated _____

Signature of Authorized Agent

Printed, Title

Subscribed and sworn to before me by

This _____ day of _____, 2018

(Signature of Notary Republic)

(SEAL)

EXHIBIT E INSURANCE COVERAGE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Indemnification Requirements.

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

**EXHIBIT F
PROFESSIONAL SERVICES AGREEMENT**

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH**

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

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of a professional fire protection service provider as an independent contractor for the provision of fire suppression, prevention and investigation services, as more fully described herein; and

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

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

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

E. WHEREAS, an efficient and effective fire protection system is critically important to the safety, health and welfare of the public.

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

1.0. SERVICES PROVIDED BY SERVICE PROVIDER

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

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

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

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

1.4. Warranty. Service Provider warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and

safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Service Provider shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Service Provider's performance under this Agreement.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Service Provider shall be paid in accordance with the fee schedule set forth in Exhibit "A". Service Provider's total compensation shall not exceed _____ Dollars (\$ _____.00).

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

Contractor shall be solely entitled to perform, and is responsible for performing, billing of patients and third party payors for services provided hereunder. City shall not bill, or permit any other party to bill patients or third party payors, for ALS emergency ambulance services provided by Contractor or within Contractor's EOAs with the exception of billing that may be done by ambulance providers authorized by REMSA to provide mutual aid during a multi-casualty incident (MCI) or disaster. Contractor

shall comply with all applicable laws governing billing and collection, including but not limited to laws and regulations applicable to patients covered by Medicare, Medicaid, and other public or private reimbursement programs.

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

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

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Service Provider. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Service Provider shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such

suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

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

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Service Provider, if the latter should:

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

4.3. Compensation. In the event of termination, City shall pay Service Provider for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date

of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Service Provider. City shall not be liable for any claim of lost profits.

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

5.0. INSURANCE

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

- (e) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Five Million Dollars (\$5,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Service Provider maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Service Provider.
- (f) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less

than Five Million Dollars (\$5,000,000.00), combined single limits, each incident for bodily injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be two times the required occurrence limit. If Service Provider maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Service Provider.

- (g) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Service Provider. Service Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Service Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

- (h) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Five Million Dollars (\$5,000,000.00), combined single limits, per

occurrence and aggregate. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be two times the required occurrence limit. If Service Provider maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Service Provider. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Service Provider shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

- (f) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Service Provider pursuant to its contract with the City; products and completed operations of the Service Provider; premises owned, occupied or used by the Service Provider; automobiles owned, leased, hired, or borrowed by the Service Provider."
- (g) Notice: "Service Provider shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any

insurance, Service Provider shall forthwith obtain and submit proof of substitute insurance. Should Service Provider fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Service Provider's sole cost and expense."

- (h) Other insurance: "The Service Provider's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (i) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (j) The Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this

Agreement, or the extent to which Service Provider may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

6.3. Contract Managers. City shall designate a Contract Manager to work directly with Service Provider in the performance of this Agreement. It shall be the Service Provider's responsibility to assure that the Contract Manager is kept informed of the progress of the performance of the services and the Service Provider shall refer any decision, which must be made by City, to the Contract Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Manager.

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

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

IF TO SERVICE PROVIDER:

Tel: _____
Fax: _____

Attn: _____

IF TO CITY:

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

Attn: _____

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

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

6.7. Assignment. Service Provider shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Service Provider's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance

shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Service Provider of Service Provider's obligation to perform all other obligations to be performed by Service Provider hereunder for the term of this Agreement.

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

6.9. Independent Contractor. Service Provider is and shall be acting at all times as an independent contractor and not as an employee of City. Service Provider shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Service Provider or any of Service Provider's employees, except as set forth in this Agreement. Service Provider shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Service Provider shall secure, at its sole

expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Service Provider and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Service Provider shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Service Provider further agrees to indemnify and hold City harmless from any failure of Service Provider to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Service Provider under this Agreement any amount due to City from Service Provider as a result of Service Provider's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

6.13. Public Records Act Disclosure. Service Provider has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Service Provider, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Service Provider informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the

performance of its obligations hereunder except as expressly provided herein.

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

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

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

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

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

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial

benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

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

CITY OF PLACENTIA,
A municipal corporation

City Administrator

Date: _____

ATTEST:

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

SERVICE PROVIDER

Date:

Signature

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Date:

Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

Date:

Rosanna Ramirez, Risk Management

APPROVED AS TO CONTENT:

Date:

Contract Manager

DEPARTMENTAL APPROVAL

_____ Date: _____
Name, Title

EXHIBIT A

SERVICE PROVIDER'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS