NOTICE OF REQUEST FOR PROPOSALS

August 1, 2023

Re: Notice to Consultants – Request for Proposals ("RFP") No. 24-04 – Fire Department Emergency Medical Services (EMS) Analysis, Emergency Ambulance Transportation Fee Study and Recommendation, and Fire Department Standards of Cover Study

Notice is hereby given that the City of Escondido, a California municipal corporation ("City"), is requesting proposals for a Comprehensive Fee Study (referred to herein as “Project”).

One electronic version of the proposal must be emailed to lcostelo@escondido.org and received no later than 5 p.m. on September 1, 2023 (“Submission Deadline”). Any proposals received after the Submission Deadline will not be accepted.

Proposal files must be clearly labeled “RFP No. 24-04 – Escondido Fire Department Analysis and Studies”.

There will be no public opening of the proposals. Proposals will be treated as confidential until the contract is awarded or recommended for award.

Questions or comments concerning this RFP must be submitted via e-mail to Laura Costello, Fire Administrative Services Manager, at lcostelo@escondido.org, no later than 5 p.m. on August 18, 2023 (“Questions Deadline”). Any questions or comments regarding this RFP received after the Questions Deadline will be disregarded.

Emails concerning this RFP should state the following in the subject line: “RFP No. 24-04 – Escondido Fire Department Analysis and Studies.” Any communication regarding or relating to this RFP with any City employee or official other than the Fire Administrative Services Manager is strictly prohibited. A summary of questions from prospective consultants and City responses will be posted on the City’s website at https://www.escondido.org/purchasing by 5 p.m. on August 25, 2023.

Each proposal shall be in accordance with specifications, instructions, and information contained in this RFP. The City reserves the right to reject any or all proposals for any reason it deems necessary, to waive defects or irregularities in any proposal, and to accept the proposal deemed the most advantageous to the City. This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of a response to this request.

Sincerely,

Laura Costello, Fire Administrative Services Manager
City of Escondido
A. GENERAL

The City of Escondido is located in north San Diego County, approximately 30 miles north of the City of San Diego, California. The City of Escondido is an established community incorporated on October 8, 1888 under the general laws of the State of California. The City’s current population is approximately 152,200.

The City of Escondido is a full-service city that operates under a City Council/City Manager form of government. Day-to-day activities of the City are carried out under the direction of the City Manager. The City provides the following services to its citizens: Police, Fire, Water, Wastewater, Streets, Planning, Engineering, Building, and Community Services.

The General Fund Operating budget for 2023/24 is $130.8 million and the total operating budget for the same year is $248 million. The City has a total of 801 full-time employees, with a payroll of approximately 970 people.

The Escondido Fire Department (“EFD”) provides fire protection and emergency medical services to the City of Escondido and, through a contractual arrangement established in 1984, the Rincon Del Diablo Fire Protection District. A staff of 96 full-time safety (including Chief Officers), 15 full-time non-safety, 6 full-time administration, 6 full-time and 1 part-time fire prevention, and 20 support volunteers (age 55+) provide fire, rescue, emergency planning, fire prevention and emergency medical services to a total population of 165,268 within Escondido City and Rincon Del Diablo Fire Protection District in an area covering approximately 50 square miles in North San Diego County, California.

EFD’s staffing structure includes certified EMTs who work on ambulances with Firefighter Paramedics as part of its ALS ambulance transportation service. This innovative staffing model provides EMTs with experience running a variety of calls in a dynamic fast paced environment, while working alongside experienced team members who are dedicated to assisting new employees grow and learn. When vacancies occur, EMTs have the opportunity to promote to Paramedic once licensed and to Firefighter Paramedic after the completion of a fire academy.

EFD provides services via seven Fire Stations located strategically throughout its jurisdiction, with Administration located at the City’s combined Police and Fire Facility. The Department is organized across five Divisions: Administration, Operations, Prevention, Emergency Management and Support Services, and supported by an annual operating budget of just over $30 million.

B. OBJECTIVE

The City of Escondido, a California municipal corporation (“City”) is soliciting proposals from qualified consultants who can demonstrate experience, expertise, and qualifications necessary to conduct three studies and provide recommendations in the form of a report to the Escondido Fire Department leadership. The three study areas include:

- Fire Department Emergency Medical Services (“EMS”)
- Emergency Ambulance Transportation Program Cost and Fees
- Fire Department Standards of Cover
Proposals in response to this RFP can be submitted to conduct one or more of the studies referenced above. Accordingly, the City reserves the right to award one or more contracts resulting from this RFP. In evaluating proposals, preference will be given to prospective consultants that can conduct all three. Comprehensive proposals will reduce the impact of providing information and data on limited Fire Department administrative staff.

The successful consultant will clearly demonstrate a comprehensive understanding of public based EMS programs, public based ambulance transportation programs, and fire department administration and operations. The successful proposal will include a detailed list of what will be studied and what outcomes will flow from its recommendations.

The consultant awarded the Project (“Consultant”) shall enter into a services agreement in substantially the same form as the City’s standard Consulting Services Agreement, which is attached to this RFP as Exhibit A and incorporated herein by this reference. Consultant shall enter into the Consulting Services Agreement within 7 days of the City’s notice of award of the Project.

C. SUBCONTRACTORS

In the event the Consultant utilizes subcontractors for any portion of the Project, the Consultant shall be responsible for the entire Project and for coordinating the work of other sub-contractors. The Consultant will be responsible for verifying the experience and qualifications for any outsourced work to sub-contractors. The City reserves the right to decline use of sub-contractors prior to outsourcing if, upon review, the City determines that the sub-contractor does not possess the requisite skill, qualifications, or experience to perform the services. The Consultant is also responsible for paying its employees and any sub-contractors that Consultant hires. None of the responsibilities of the Consultant under the agreement(s) resulting from this RFP shall be delegated to another individual or entity.

D. PROJECT SCHEDULE

The following is the City’s best estimate of deadlines relating to this RFP and are not binding on the City. The City expressly reserves the right to make modifications to the estimated deadlines and dates described in this Section C as necessary:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Deadline</th>
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<tbody>
<tr>
<td>RFP Issue Date</td>
<td>August 1, 2023</td>
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<tr>
<td>Question Submittal Due</td>
<td>August 18, 2023</td>
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<tr>
<td>City Response to Questions</td>
<td>August 25, 2023</td>
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<tr>
<td>Proposals Due</td>
<td>September 1, 2023</td>
</tr>
<tr>
<td>Anticipated Award of Contract</td>
<td>September 8, 2023</td>
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E. SCOPE OF SERVICES

Project tasks shall include, but are not necessarily limited to, the following. If a prospective consultant feels that additional tasks are warranted, then such additional tasks must be clearly identified in the proposal.

The successful Consultant shall be responsible to produce the following outcomes:

1. Emergency Medical Services Study
   a. Review the Escondido Fire Department’s EMS Program, including the administration, polices, processes, and the deployment model.
   b. Identify deficiencies in operational (field) staffing and supervision and span of control.
   c. Identify deficiencies in oversite and administration of the EMS program including gaps that may lead to regulatory issues or errors.
   d. Identify critical and important functions that the Department currently is not doing with available staff.
   e. Make recommendations based on industry best practices regarding enhancements or changes to Escondido Fire Department’s EMS program.
   f. Provide a comprehensive written report, and assist with the presentation to Fire Department and City leadership. Assist with a presentation to City Council.

2. Ambulance Transportation Program Fee Analysis
   a. Review the ambulance transportation services provided by the Escondido Fire Department, including the relevant response data.
   b. Study the complete cost to provide ambulance transportation services, including but not limited to personnel, equipment, supplies, vehicles, training, certification, dispatch services, medical direction, technology, billing services, liabilities, and support staff. Include depreciation and replacement costs for vehicles and capital equipment.
   c. Considering the EMS Program Study results, develop a recommended and defensible set of fees for service for emergency ambulance transportation that provides cost recovery and includes:
      i. Base rate;
      ii. Administrative and supply charges; and
      iii. Other allowable charges.
   d. Provide a comprehensive written report, and assist with the presentation to Fire Department and City leadership. Assist with a presentation to City Council.
3. Standards of Cover Study

The City of Escondido is seeking proposals from qualified emergency services consulting firms to assist the City with a comprehensive community risk assessment and the development of long-range planning to address the future fire and emergency services needs of the community including:

a. Completion of a comprehensive Community Risk Assessment;

b. Comprehensive evaluation of the current delivery services model;

c. Evaluation of emergency response times based upon Escondido City’s Response Time Standard in our general plan and established industry standards;

d. Identification of the optimal fire station locations and resource deployment to ensure optimal levels of public safety that meet or exceed community expectations and industry standards;

e. Development of detailed service projections presented through Geographical Information Systems (GIS) maps and analysis;

f. Provide response data presentations (GIS maps) based upon geographical regions identified by the City;

g. Provide recommendations for future service delivery based upon projected community risk demands of the City of Escondido and the Rincon Fire Protection District;

h. Review the history of Escondido Fire, including previous Standards of Cover studies and Master Plan documents;

i. Review the current operational, functional, and program-based status of the Escondido Fire Department;

j. Provide recommendations that will shape the future of Escondido Fire Department over the next 10-15 years; and

k. Provide a comprehensive written report, and assist with the presentation to Fire Department and City leadership. Assist with a presentation to City Council.

F. PROPOSAL REQUIREMENTS

Content of Proposal

Prospective Consultants are responsible for preparing an effective, clear, and concise proposal. The proposal shall demonstrate the qualifications, competence, and capacity of the prospective consultant to provide the services described in, and in conformity with, the requirements of this RFP.

By submitting a proposal in response to this RFP, each prospective Consultant certifies that it takes no exceptions to the RFP (including provisions of exhibits and attachments hereto) and will accept the City’s terms and conditions. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal.
In order for a proposal to be considered, it must contain the following information. Format is left to the discretion of the Respondent. For the City to adequately compare and evaluate proposals objectively, all proposals must be 25 pages or less.

<table>
<thead>
<tr>
<th>--</th>
<th>Table of Contents</th>
<th>A Table of Contents that identifies the sections included in the RFP response.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Transmittal Letter</td>
<td>The letter should provide a brief summary of the proposal, concisely describing the project, its goals and the proposed plan of implementation. Include any other information called for by this RFP that the proposer deems relevant, and provide the names, titles, phone numbers and email addresses of the persons who will be authorized to make representation for Consultant’s organization.</td>
</tr>
<tr>
<td>2</td>
<td>Consultant / Firm Profile</td>
<td>Provide a general overview of the firm and consultant(s) that will be assigned to the project.</td>
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</table>
| 3  | Project Understanding and Approach | An overview of Consultant’s implementation methodology including but not limited to the following:  
   a. Project Plan: define all phases, tasks, and timeline.  
   b. Recommendation as to an implementation by phase or all modules at one time. The City’s goal is to have a completed EMS program study, ambulance transportation fee study and Fire Department Standards of Cover Study along with recommendations by June 30, 2024. During the term, the parties may negotiate and mutually agree to extend the term as necessary. However, in no event shall any agreement resulting from this RFP extend beyond October 30, 2024.  
   c. City Resources Needed: Fire Administration, City IT staff and Dispatch Center responsibilities, average estimated time per month by functional area. Indicate any additional resources needed.  
   d. Consultant Resources: roles, responsibilities, average estimated time per month. |
| 4  | Proposed Scope of Services | Please provide a Proposed Scope of Services, which is based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City’s proposed scope of work.  
Provide a realistic working schedule with key deliverables, milestones, and tasks. |
### References & Relevant Experience

Describe the firm/consultant’s experience in conducting similar studies and analysis. Include information regarding the resumes of consultant(s) that will be assigned and any other relevant information to demonstrate the firm’s experience with engagements of similar size and scope.

At a minimum, the consultant should provide a list of the most recent projects for which the consultant has performed similar services of similar size, scope, and complexity. Include the name, contact person, address, phone number and/or e-mail of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.

### Project Manager / Key Staff

Please include information about the specific relevant experience for the proposed Project Manager and all other applicable staff. A Project Manager must be designated and must be the principal contact for the City. Information on the experience of the Project Manager (on similar projects) and at least two references for the Project Manager. Provide the billing rates for the staff that will be assigned to the Project in accordance with the Cost Proposal section below.

### Cost Proposal

**a) Total All-Inclusive Not To Exceed Maximum Price:** The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum not to exceed price is to contain all direct and indirect costs including all out-of-pocket expenses. Provide a budget for each major milestone for the entire scope of services. The proposed budget should be inclusive of all meetings, conference calls, site visits and deliverables. The budget should include a list of anticipated reimbursable expenses with rates charged for each.

**b) Component Costs:** Include separate schedules of all fees and expenses for each of the work tasks and deliverables described in this RFP. These schedules should include hourly rates and number of hours anticipated for each staff level; as well as out-of-pocket expenses such as transportation, meals, communications, and duplication costs. The total of these separate schedules should have a direct relationship to the total all-inclusive maximum price.

**c) Rates for Additional Professional Services:** If it should become necessary for the City to request the successful firm to render any additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued resulting from this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the firm. Any such additional
G. Evaluation of Proposals

This RFP process seeks to find the best consultant for the City’s investment. The evaluation process is intended to help the City select the consultant with the best combination of expertise and experience in analyzing fire department operations, EMS programs and ambulance transportation program fees and delivering reports with recommendations. The Contract award shall be made to the most qualified Consultant(s) whose proposal is determined to be the most advantageous to the City taking into consideration the Consultant’s qualifications, price, performance history and other relevant criteria. Proposals will be evaluated based on the following criteria:

| Consultant’s approach and understanding of the City’s objectives and requirements | 30 |
| Consultant’s methodology and process | 20 |
| Feedback from municipal customer references and industry peers | 20 |
| Compliance with the City’s terms and conditions | 10 |
| Value delivered | 20 |
| **Total** | **100** |

H. GENERAL CONDITIONS

PLEASE READ CAREFULLY. THE FOLLOWING GENERAL TERMS AND CONDITIONS ARE A PART OF ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS RFP AND THE RESULTING CONTRACT.

This RFP as advertised, the specification requirements detailed in this RFP (including the following General Provisions), and documents on file with the City pertaining to this Project are subject to all provisions of the Ordinances of the City of Escondido. Each prospective consultant submitting a response to this RFP warrants that the submitted proposal is genuine and non-collusive, or made in the interest of any person, firm, or corporation. A non-collusion declaration form is attached to this RFP as Exhibit 2 and incorporated herein by this reference, shall be properly completed and returned with the proposal documents.

In submitting a proposal in response to this RFP, each prospective consultant agrees to the following general terms and conditions:

1. **Public Information**: The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal in response to this RFP indicates the prospective consultant’s acceptance of all terms and conditions contained in this RFP, including all exhibits and attachments hereto, unless clearly and specifically stated otherwise.
2. **Confidential Information**: Any information deemed confidential or proprietary should be clearly identified by the prospective consultant as such. Information identified as confidential or proprietary will be protected and treated with confidentiality to the extent permitted by applicable local, state, and federal law.

3. **Addendums**: The City reserves the right to amend, alter, or revoke this RFP at any time. Any modifications, clarification, or additions will be distributed via email as an addendum.

4. **Proposal Preparation Cost**: The City is not obligated to reimburse any prospective consultant for expenses incurred in preparing proposals in response to this RFP. All Prospective consultants shall bear their own costs, fees, and expenses incurred in preparing proposals in response to this RFP.

5. **Withdrawal of Proposal**: A prospective consultant may modify or withdraw their proposal, either personally or by written request via email, at any time prior to the Submission Deadline. Such requests should be directed to the City's Project Manager.

6. **Inaccuracies or Misinterpretations**: Subject to the City's sole discretion, the City may terminate a prospective consultant from the RFP process or terminate any agreement with the prospective consultant if the City determines that said prospective consultant has: (i) made a material misstatement, (ii) made a material misrepresentation, or (iii) provided materially inaccurate information.

7. **Optional Items**: Prospective consultants may elect to provide recommendations and pricing for optional items. Pricing for optional items shall not be included in the minimum requirements pricing.

8. **Business License**: The successful consultant shall be required to obtain a City of Escondido Business License pursuant to the terms of Exhibit 1.

9. **Signature**: All proposals shall be signed in the name of the prospective consultant and shall bear the original signature in longhand of the persons duly authorized to sign the proposal. Obligations assumed by such signature shall be fulfilled.

10. **Right to Reject Proposal**: The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The City is not obligated to explain or justify its selection or rejection of any prospective consultant. All proposals submitted in response to this RFP shall immediately become property of the City.

11. **Right to Conduct Personal Interviews**: The City reserves the right to conduct personal interviews or require oral presentations of any or all prospective consultants prior to selection.

12. **Right to Request Additional Information**: Prospective consultants shall furnish additional information as the City may reasonably require. The City reserves the right to investigate the qualifications of prospective consultants as it deems appropriate.
13. **Right to Determine Financial Responsibility and Viability:** The City reserves the right to request information pertaining to the financial stability of a prospective consultant to allow an appraisal of a prospective consultant’s current financial condition.

14. **Understanding the Services to be Performed:** By submitting a proposal in response to this RFP, each prospective consultant certifies that they have fully read and understand this RFP and have full knowledge of the scope, nature, quantity, and quality of services to be performed. Each prospective consultant understands that, if successful, they will be required to enter into a written contract in substantially the same form as Exhibit 1.

15. **Award of Contract:** Proposals submitted in response to this RFP will be analyzed and the contract awarded to the responsible prospective consultant whose proposal conforms to this RFP and is considered to be the most advantageous to the City, taking into consideration not just the proposal price, but also the evaluation criteria set forth in this RFP. If the prospective consultant does not execute a contract in substantially the same form as Exhibit 1 within seven calendar days after notification of award, the City may, subject to its sole discretion, (i) give notice to the prospective consultant of the City’s intent to select from the remaining prospective consultants or (ii) issue a new RFP for the services.

16. **Contract Funding:** The City’s funding of any agreement resulting from this RFP shall be on a fiscal year basis and is subject to annual appropriations. Prospective consultant acknowledges that the City is a municipal corporation, is precluded by the State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this RFP shall constitute an obligation of future legislative bodies of the City or State to appropriate funds for any agreement resulting from this RFP. Accordingly, prospective consultants acknowledge and agree that the funding for any agreement resulting from this RFP shall be contingent upon appropriation of funds.

17. **City Provisions to Prevail:** The terms of this RFP and the terms of any agreement resulting from this RFP shall govern the services. Any standard terms and conditions of the successful consultant shall not be acceptable to the City unless expressly agreed to by the City by separate document. The City reserves the right to reject a proposal containing unacceptable conditions as non-responsive as a condition of evaluation or award of the proposal.

18. **Equal Employment Opportunity:** The consultant awarded the project shall comply with all equal employment opportunity provisions of federal, state, and local non-discrimination laws, orders, regulations and guidelines as may be applicable to the consultant and be in effect during the performance of any agreement resulting from this RFP.

19. **Consulting Agreement:** Consultants submitting a proposal in response to this RFP shall be prepared to use the City’s standard contract form (Exhibit 1) rather than its own contract form. Services may not commence until Agreement for services is executed.

20. **Prospective Consultant’s Invoices:** Invoices shall be prepared and submitted to the City Finance Department, ATTN: Laura Costello, 1163 N Centre City Parkway, Escondido, CA 92026 or via email to lcostello@escondido.org. Invoices shall be submitted on a monthly basis and contain the following information: Purchase Order number, description of services rendered, rates, quantities, extended totals, and remaining balances. Invoices should
include all applicable sales or other taxes, and shall be remitted to appropriate agencies on the City’s behalf. All payments made pursuant to this contract are not assignble and shall only be made payable to the seller.

21. Payment Terms: The City’s payment terms are Net 30 days from date of invoice. No pre-payment or partial up front down payment will be made for any services or equipment. The time period allowed for payment, as indicated on the face hereof or offered by quote, bid, or proposal shall commence upon receipt of Prospective consultant’s invoice or upon receipt of the goods or services, whichever is later.

22. Insurance Requirements: The successful consultant must have insurance in accordance with the requirements listed in Exhibit 1.

23. Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a proposal, consultant represents that it is not a target of Economic Sanctions. Should the State determine consultant is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the consultant’s proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

24. Public Agency Clause: It is intended that other public agencies (e.g., city districts, public authorities, municipal utilities, public school districts and other political subdivisions or public corporations of California) shall have the option to participate in any award made as a result of this solicitation. The City shall incur no financial responsibility for their order placement and payments to the successful consultant. This option shall not be considered in proposal evaluation. State whether said option is granted:

__________________________  _______________________
YES                                           NO
EXHIBIT 1
Form Consulting Agreement

CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: John Tenger
760-839-5408
("CITY")

And: [Name]
[Entity Type: e.g., "a California corporation"]
[Street address]
[City, state, zip code]
Attn: [name of contact]
[Telephone number]
("CONSULTANT").

(The CITY and CONSULTANT each may be referred to herein as a “Party” and collectively as the “Parties.”)

WHEREAS, the CITY has determined that it is in the CITY’s best interest to retain the professional services of a consultant to [conduct a Fire Department Emergency Medical Services study, an Emergency Ambulance Transportation Program and Fee Study and a Fire Department Standards of Cover study and provide recommendations in the form of reports to the Fire Department leadership];

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

WHEREAS, the CITY and CONSULTANT desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment “A” and incorporated herein by this reference (“Services”).

2. Compensation. In exchange for CONSULTANT’s completion of the Services, the CITY shall pay, and CONSULTANT shall accept in full, an amount not to exceed the sum of [$Dollar Amount]. CONSULTANT shall be compensated only for performance of the Services
described in this Agreement. No compensation shall be provided for any other work or services without the CITY’s prior written consent.

3. **Performance.** CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.

4. **Personnel.** The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment “B”, attached to this Agreement and incorporated herein by this reference (“Personnel List”), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City’s prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City’s prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City’s prior written consent.

5. **Termination.** The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.

6. **City Property.** All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY’s prior written consent.

7. **Insurance Requirements.**

   a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:

      (1) **Commercial General Liability.** Insurance Services Office (“ISO”) Form CG 00 01 covering Commercial General Liability on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than $1,000,000 per occurrence and $2,000,000 general aggregate.

      (2) **Automobile Liability.** ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY’s Risk and Safety Division.

      (3) **Workers’ Compensation.** Worker’s Compensation as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.
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(4) **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) appropriate to CONSULTANT’s profession, with limits no less than $2,000,000 per occurrence or claim and $2,000,000 aggregate.

(5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.

b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:

(1) **Acceptability of Insurers.** Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best’s rating of no less than A-: FSC VII, or as approved by the CITY.

(2) **Additional Insured Status.** Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.

(3) **Primary Coverage.** CONSULTANT’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT’s insurance and shall not contribute with it.

(4) **Notice of Cancellation.** Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.

(5) **Subcontractors.** If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.

(6) **Waiver of Subrogation.** CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers’ Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.

(7) **Self-Insurance.** CONSULTANT may, with the CITY’s prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT’s (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of other insurance coverage required by this
Agreement. CONSULTANT’s utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.

(8) **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the CITY.

c. **Verification of Coverage.** At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.

d. **Special Risks or Circumstances.** The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

e. **No Limitation of Obligations.** The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.

f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

8. **Indemnification, Duty to Defend, and Hold Harmless.**

a. CONSULTANT (including CONSULTANT’s agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney’s fees and other related litigation costs and expenses (collectively, “Claims”), of every nature caused by, arising out of, or in connection with CONSULTANT’s performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.

b. CONSULTANT (including CONSULTANT’s agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become
subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.

c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

9. **Anti-Assignment Clause.** Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY’s prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY’s consent shall be void and ineffective. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY’s prior written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

10. **Attorney’s Fees and Costs.** In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney’s fees and costs.

11. **Independent Contractor.** CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.

12. **Amendment.** This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.

13. **Merger Clause.** This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

14. **Anti-Waiver Clause.** None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.

15. **Severability.** This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

16. **Governing Law.** This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.

17. **Counterparts.** This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

18. **Provisions Cumulative.** The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.

20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.

21. Compliance with Laws, Permits, and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable “General Prevailing Wage Determination” approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at http://www.dir.ca.gov/oprl/dprewagedetermination.htm and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

23. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 (“IRCA”). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

24. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)
IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____________________________

[City Manager/Department Head/Designee Name/Title]

[CONSULTANT COMPANY NAME]

Date: _____________________________

Signature

Name & Title (please print)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. McGUIINNESS, CITY ATTORNEY

BY: _______________________________

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.
ATTACHMENT A-Scope of Work

A. **General**
   
   *This section should include a general statement about the purpose/objective of the contract, including what is being done under the contract and who is doing it.*

   **Example:** Company LLC, a Delaware limited liability company (“Consultant”) will provide the City of Escondido, a California municipal corporation (“City”) with consulting services related to the City’s trail expansion project.

B. **Location**
   
   *This section should include the location(s) where the contract will be performed.*

   **Example:** Consultant to provide services in relation to the City’s trail expansion project, including certain services located at the project site, 4321 1st Avenue, Escondido, CA 92029.

C. **Services**
   
   *This section should describe the services the Consultant is to provide to the City, dividing the services into separate tasks if applicable.*

   **Example:**
   1. Perform initial site visit to evaluate potential improvements to trail.
   2. Conduct topographic survey of trail area.
   3. Provide final survey to the City, along with written report analyzing trail area and providing recommendations for location/scope of potential improvements.

D. **Scheduling**
   
   *This section should describe when the services should be performed, including any related scheduling requirements.*

   **Example 1:** Consultant to schedule specific dates of work in advance by contacting Staff person at 760-222-2222 or sstafferson@escondido.org. Further instructions will be provided upon scheduling.

E. **Contract Price and Payment Terms**
   
   *This section should state the contract price, what is included or not included within the contract price, and the terms and schedule for any payments.*

   **Example 1:** The contract price shall not exceed $5,000. The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

F. **Term**
   
   *This section should provide the time frame for the entire project or term of the contract. If possible, provide the starting and completion date.*

   **Example 1:** The term of this Agreement shall be from the Effective Date of the Agreement through September 30, 2020.

   **Example 2:** The term of this Agreement shall be for one year, commencing on the Effective Date of the Agreement.
G. Other

Some contracts may include unique requirements or provisions that do not fall within the above general categories (e.g., license/permit requirements, warranties, reference and incorporation of technical specifications or other documents). Any of these unique requirements/provisions should be listed here, or delete this section if not applicable.
ATTACHMENT B-Personnel List

Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed below. [Please indicate “N/A” if no person is designated (e.g., if CONSULTANT is a sole proprietor and will not use additional personnel).]

1. [Name, Title, Email Address, Company]; and

2. [Name, Title, Email Address, Company].

CONSULTANT shall not add or remove persons from this Personnel List without the City’s prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City’s prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City’s prior written consent.

Acknowledged by:

Date: _____________________________ [CONSULTANT Name/Title]
EXHIBIT 2
NONCOLLUSION DECLARATION

TO BE EXECUTED BY PROSPECTIVE CONSULTANT AND SUBMITTED WITH PROPOSAL

The undersigned declares:

The foregoing proposal submitted in response to the City of Escondido’s Request for Proposals No. 24-04 for a Fire Department Emergency Medical Services (EMS) Analysis, Emergency Ambulance Transportation Fee Study, and Fire Department Standards of Cover Study. Consulting is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The prospective consultant has not directly or indirectly induced or solicited any other prospective consultant to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any prospective consultant or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The prospective consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the prospective consultant or any other prospective consultant, or to fix any overhead, profit, or cost element of proposal price, or of that of any other prospective consultant. All statements contained in the proposal are true. The prospective consultant has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Each individual executing this declaration on behalf of a prospective consultant that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the prospective consultant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ______________________.

Date

___________________________________  ________________________________________
Signature  Signature

Title __________________________________  Title __________________________________

Of ____________________________________  Of ____________________________________

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: __________________________