

## REQUEST FOR PROPOSALS

### EMERGENCY AMBULANCE TRANSPORTATION SERVICES FD 11-01

#### CLARIFICATION No. 1

Date: February 9, 2012

From: Chief George Good, City Representative

Subject: Clarification No. 1 in response to inquiries received regarding Request for Proposals No. FD 11-01

Proposal Due Date and Time: February 23, 2012, 3:00 p.m. (local time, Phoenix, Arizona)

#### **SCOPE**

This Clarification clarifies, corrects, or modifies the original Request for Proposals documents prepared by the City of Tolleson (the "City"). Acknowledge receipt of this Clarification in the space provided on the attached form. This Acknowledgement and Clarification must accompany the submitted Proposal. Failure to do so may subject the Vendor to disqualification.

This Clarification No. 1 consists of responses to inquiries received by the City as of the Final Date for Inquiries, Friday, February, 3, 2012.

#### **CLARIFICATIONS**

1. (a) RFP Section B, Sample Professional Services Agreement, Page B-3, Section 9, Performance Warranty; Performance Bond, and (b) RFP Section B, Sample Professional Services Agreement, Exhibit D, B-57 and B-58, Performance Bond:

Question: Please provide the specific performance bond amount required.

Clarification: \$1,000,000.00

2. RFP Section B, Sample Professional Services Agreement, Exhibit B, Scope of Work, Page B-37, Item No. 56, Ongoing Costs:

Questions: Please provide a comprehensive list of the anticipated ongoing costs. In addition, Southwest Ambulance currently contracts with Phoenix Regional

Dispatch Center. Does the City require an additional dispatch fee payable to Tolleson, in addition to the fee currently paid to Phoenix Regional Dispatch?

Clarifications: Please see (a) RFP Section B, Sample Professional Services Agreement, Page B-2, Section 4, Fire Department Services Fee; Payment and (b) RFP Section B, Sample Professional Services Agreement, Exhibit B, Scope of Work, Page B-36, Item No. 55 regarding payment of ALS service fees. The City does not anticipate any additional ongoing costs. The City does not require an additional dispatch fee payable to the City.

3. RFP Section B, Sample Professional Services Agreement, Exhibit B, Scope of Work, Page B-41, Appendix A, City of Tolleson Data and Statistics:

Question: Are these totals the average transports *per month*, rather than calendar year, for the years 2008, 2009 and 2010? Can the City provide call data for 2011?

Clarifications: Based on records provided to the City by Arizona Department of Health Services (“ADHS”), the numbers provided in Appendix A to the Scope of Work represent the aggregate total number of transports for all of the years indicated. The aggregate totals provided are *not* per month averages. The ADHS records on which the aggregate totals are based are on file and can be provided upon request. ADHS provided no call data for 2011. The City does not have call data for 2011 and is therefore unable to provide 2011 call data.

4. RFP Section A, Page A-1 and A-2, Section 2.3, Required Submittal:

Question: Can required items, such as financial documents, which will clearly exceed the City’s 15-page proposal limit, be submitted electronically and/or as attachments to the proposal?

Clarification: Required financial documents may be submitted as an attachment to a Proposal and will not be counted against the 15-page limit.

**CITY OF TOLLESON  
ACKNOWLEDGMENT OF CLARIFICATION RECEIVED**

**REQUEST FOR PROPOSALS**

**EMERGENCY AMBULANCE TRANSPORTATION SERVICES  
FD 11-01**

**CLARIFICATION No. 1**

\_\_\_\_\_, affirms that CLARIFICATION No. 1 has  
(Name of Vendor/Designee)  
been received and that the information contained in CLARIFICATION No. 1 has been  
incorporated in formulating the Vendor's Offer.

\_\_\_\_\_, 2012  
Signed Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

**This Acknowledgement and Clarification must accompany the submitted Proposal.**

**END OF CLARIFICATION No. 1**

**REQUEST FOR PROPOSALS  
FOR  
EMERGENCY AMBULANCE TRANSPORTATION SERVICES**

City of Tolleson  
9555 West Van Buren Street  
Tolleson, Arizona 85353

**SOLICITATION INFORMATION AND SELECTION SCHEDULE**

Solicitation Number: **FD 11-01**

Solicitation Title: **Emergency Ambulance Transportation Services**

Release Date: **December 20, 2011**

Advertisement Dates: **December 20, 21, 22, and 23, 2011 –Arizona Republic**

**NON-MANDATORY**

Pre-Submittal Conference: **January 20, 2012**

Final Date for Inquiries **February 3, 2012**

Proposal Due Date and Time: **February 23, 2012**  
**3:00 p.m.** (local time, Phoenix, Arizona)

Shortlist Announced for Oral Interviews: **March 1, 2012**

Oral Interviews (if necessary): **March 6, 2012**

Target City Council & Conditional Award Date: **March 13, 2012**

Anticipated Agreement Start Date: **Upon approval by Arizona Department of Health Services**

City Representatives: **George Good, Fire Chief**  
**623-474-4980**  
[ggood@tollesonaz.org](mailto:ggood@tollesonaz.org)  
**Chris Hagen, City Clerk**  
**623-936-2704**  
[chagen@tollesonaz.org](mailto:chagen@tollesonaz.org)

\* **In the event that a Vendor cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.**

\*\* **The City of Tolleson reserves the right to amend the solicitation schedule as necessary.**

Notice Given By: **Chris Hagen, City Clerk**  
**December 20, 2011**

Published In: Arizona Republic  
**December 22, 23, 24, & 25, 2011**

**SECTION A**

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I. RFP PROCESS; AWARD OF AGREEMENT

1. Purpose; Scope of Work. The City of Tolleson (the “City”) is issuing this Request For Proposals (this “RFP”) seeking proposals (“Proposals”) from qualified, licensed firms (“Vendors”) interested in providing professional services consisting of emergency ambulance transportation services (the “Services”), as more particularly described in the Scope of Work attached to the sample Professional Services Agreement as Exhibit C (the “Services”), and incorporated herein by reference. In accordance with the City’s Procurement Code, the City will accept sealed Proposals for the Services specified in the Scope of Work in the sample Professional Services Agreement.

2. Preparation/Submission of Proposal. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

2.1 Irregular or Non-responsive Proposals. The City shall consider as “irregular” or “non-responsive” and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City:

- a. Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Service.
- b. Vendor has a past record of failing to fully perform or fulfill contractual obligations.
- c. Vendor cannot demonstrate financial stability.
- d. Vendor’s Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, is intended to mislead the City in its evaluation of the Proposal.

2.2 Submittal Quantities. Interested Vendors must submit **one (1) original and four (4) copies (five (5) total submittals)** of the Proposal. In addition, interested parties must submit **one (1) original copy** of the Proposal on a CD-ROM (or electronic media approved by the City) in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria shall result in the Proposal being considered non-responsive.

2.3 Required Submittal. The Proposal shall be submitted with a cover letter with an **original ink signature** by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor shall be considered non-responsive. The Proposal shall be a maximum of **fifteen (15)** pages to

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address the Proposal criteria (excluding resumes and the Vendor Information Form, but including the materials necessary to address Project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed Project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. The minimum allowable font for the Proposal is **11 pt, Times New Roman**. Failure to adhere to the page limit, size and font criteria and shall result in the Proposal being considered non-responsive. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

2.4. Vendor Responsibilities. All Vendors shall (a) examine the entire RFP, (b) seek clarification of any item or requirement that may not be clear, (c) check all responses for accuracy before submitting a Proposal and (d) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be considered. A Vendor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal confers no right of withdrawal after the Proposal Due Date and Time.

2.5. Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP number and title, **(FD 11-01) Emergency Ambulance Transportation Services**, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

2.6. Address. All Proposals shall be directed to the following address: City Clerk, 9555 West Van Buren Street, Tolleson, Arizona 85353, or hand-delivered to the City Clerk's office by the Proposal Due Date and Time indicated on the cover page of this RFP.

2.7. Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

2.8. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **90** days after the Proposal Due Date and Time indicated on the cover of this RFP.

2.9 Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.

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3. Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.

4. Inquiries.

4.1 Written/Verbal Inquiries. Any question related to the RFP shall be directed to one of the City Representatives whose names appear on the cover page of this RFP. Questions shall be submitted in writing or via e-mail by the close of business on the Final Date for Inquiries indicated on the cover page of this RFP or submitted verbally (a) at the Pre-Submittal Conference on the date indicated on the cover page of this RFP (if such Pre-Submittal Conference is held) or (b) after the Pre-Submittal Conference but before the Final Date for Inquiries indicated on the cover page of this RFP. In the event the City is closed on the Final Date for Inquiries, the Vendor shall submit the question(s) to one of the City Representatives via e-mail or voicemail. Any inquiries related to this RFP shall refer to the number and title, page and paragraph. However, the Vendor shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until after the Proposal Due Date and Time.

4.2 Inquiries Answered. Written questions will be read and answered at the Pre-Submittal Conference on the date indicated on the cover page of this RFP. Verbal or telephone inquiries directed to City staff **will not be answered**. Within two (2) business days following the Pre-Submittal Conference, answers to all questions received in writing or via e-mail or verbally at the Pre-Submittal Conference will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an RFP package from the City and who legibly provided their mailing address, facsimile and/or e-mail address to the City. No questions, submitted in any form, will be answered after the Final Date for Inquiries listed on the cover of this RFP.

5. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFP. This conference may be designated as mandatory or non-mandatory on the cover page of this RFP. Additionally, if the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Vendor's Proposal non-responsive. Vendors are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the RFP. Oral statements or instructions will not constitute an amendment or addendum to this RFP. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum shall result in the Proposal being rejected as non-responsive.

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6. Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

7. Confidential Information. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be identified. The information identified by the Vendor as confidential shall not be disclosed until the City Representative makes a written determination. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld. If the City Representative determines to disclose the information, the City Representative shall inform the Vendor in writing of such determination.

8. Vendor Licensing and Registration.

8.1 ACC Authorization. Prior to the final award of the Agreement, the successful Vendor shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have a completed Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide licensure information with the Proposal. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

8.2 Regulatory Authorization. At the time of conditional award of the Agreement, the successful Vendor shall (a) be licensed with the Arizona Department of Health Services to provide emergency ambulance transportation services in Arizona, (b) have a CON with respect to the Primary Service Area established by this RFP and the Agreement, and (c) possess all other necessary regulatory permits.

9. Certification. By submitting a Proposal, the Vendor certifies:

9.1 No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

9.2 No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

9.3 No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection

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Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 4, Inquiries, above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

9.4 Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

9.5 No Signature/False or Misleading Statement. Failure to sign the Proposal, or signing it with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

9.6 Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Service Agreement including the Scope of Work and other Exhibits.

10. Award of Agreement.

10.1 Selection. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened on the Proposal Due Date and Time and at the place designated on the cover page of this RFP (the "Opening Date"). The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. The Selection Committee shall recommend to the City Council the conditional award of the agreement to the responsible Vendor whose Proposal is determined, in writing, to be responsive, the most advantageous to the City and which best meets the overall needs of the City taking into consideration the scoring criteria set forth in this RFP. The City Council may consider and conditionally award the agreement, which award may be based on such recommendation. The amount of applicable transaction privilege or use tax of the City shall not be a factor in determining the most advantageous Proposal. After the City has conditionally awarded an Agreement to the successful Vendor, all Proposals and scoring documentation shall be open for public inspection.

10.2 Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

10.3 Form of Agreement. The selected Vendor will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the City may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time. By responding to this RFP, the Vendor, whether or not selected, acknowledges that the

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City, by issuing this RFP and by any conditional award of an agreement hereunder, has not undertaken to regulate in the area of ambulances and ambulance services to the detriment of or in conflict with ADHS regulatory authority.

10.4 Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (a) waive any immaterial defect or informality, (b) reject any or all Proposals or portions thereof and (c) reissue an RFP.

10.5 Protests. Any Vendor may protest this RFP up to opening of Proposals. Thereafter, only the Vendors submitting proposals in response to this RFP may protest this RFP. All protests will be considered in accordance with the City Procurement Code.

11. Offer. A Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFP and the Vendor's responsive Proposal, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a professional services agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Professional Services Agreement is included herein.

**II. PROPOSAL FORMAT; SCORING**

Upon receipt of a Proposal, each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the Proposal is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Proposal based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award. If necessary, the Selection Committee may conduct oral interviews with at least three (3) of the highest ranked Vendors based upon the Proposal submittal scoring.

**Section 1: General Information**

**10 pts**

A. One page cover letter as described in Section I, 2.3.

B. Explain the legal organization of the Vendor. Provide identification information of the Vendor. Include the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the Proposal.

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C. Identify the location of the Vendor's principal office and the local work office, if different.

D. Provide a general description of the Vendor that is proposing to provide the Services, including years in business.

E. Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five (5) years. Briefly describe the circumstances and the outcome.

F. Identify any claims arising from a contract which resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and the outcome.

G. Vendor Information Form (may be attached as separate appendix).

**Section 2: Experience and Qualifications of the Vendor**

**20 pts**

A. Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the City; specifically relating experience with respect to providing emergency ambulance transportation services.

B. Provide a list of at least three (3) organizations of a similar size or similar operation to the City in which work has been performed. This list shall include, at a minimum, the following:

- (i) Name of company or organization.
- (ii) Contact name.
- (iii) Contract address, telephone number and e-mail address.
- (iv) Type of services provided.

The above information must be current, as this will be used to verify references. Inability of the City to verify references shall result in the Proposal being considered non-responsive.

**Section 3: Key Positions**

**20 pts**

A. Identify each key personnel member that will render services to the City including title and relevant experience required, including the proposed Project Manager and Project Engineer.

B. Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the City.

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C. If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

D. Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this Project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit.

**Section 4: Project Approach**

**50 pts**

A. Describe the Vendor's approach to performing the required Services described in the Scope of Work attached to the Professional Services Agreement as Exhibit C, and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling and staff.

B. Specifically, the Vendor must thoroughly describe all capabilities and methods in the following areas of its operations:

- (i) System planning and deployment capabilities and methods.
- (ii) Communications center management capabilities and methods.
- (iii) Field supervision capabilities and methods.
- (iv) Training and management of personnel capabilities and methods.
- (v) Recruitment, orientation and retention of personnel capabilities and methods.
- (vi) Quality improvement process management capabilities and methods.
- (vii) Interactions with First Responders capabilities and methods.
- (viii) Management of equipment, materials and supplies and distribution capabilities and methods.
- (ix) Fleet management capabilities and methods.
- (x) Driver training and risk management capabilities and methods.
- (xi) OSHA compliance and exposure control capabilities and methods.
- (xii) Medicare and AHCCCS (Medicaid) compliance program capabilities and methods.
- (xiii) Compliance and quality assurance for billing and collection capabilities and methods.
- (xiv) Accounts receivable management capabilities and methods.
- (xv) Respect for diversity in the work place and programs in place that support diversity.
- (xi) If a Vendor proposes to use a Subcontractor(s), all information required of a Vendor must be provided with respect to such Subcontractor(s), to the extent such information is relevant to such Subcontractor's obligations pursuant to its subcontract with the proposing Vendor (which statement must be submitted to and approved by the City.)

**Total Possible Points for Proposal:**

**100**

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III. ORAL INTERVIEWS; SCORING

In the event that a Vendor cannot be selected based solely on the Proposals submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the Proposals and relate more to identification of the Vendor's project approach and to an appraisal of the people who would be directly involved in this Services for this RFP.

**Oral Interview**

10	General Information
15	Experience and Qualifications of the Vendor
15	Key Positions
<u>60</u>	Proposed Services Provided
<b>100</b>	<b>Total Possible Points for Oral Interview</b>

**Total Points Possible for this RFP:**

**200**

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IV. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

\_\_\_\_\_  
VENDOR SUBMITTING PROPOSAL

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX #

\_\_\_\_\_  
CITY            STATE            ZIP

\_\_\_\_\_  
DATE

WEB SITE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

\_\_\_\_\_ Small Business Enterprise (SBE)

\_\_\_\_\_ Minority Business Enterprise (MBE)

\_\_\_\_\_ Disadvantaged Business Enterprise (DBE)

\_\_\_\_\_ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

SECTION B

**SAMPLE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of \_\_\_\_\_, 2012, between the City of Tolleson, an Arizona municipal corporation (the "City") and \_\_\_\_\_, a(n) \_\_\_\_\_ (the "Contractor").

RECITALS

A. The City issued a Request for Proposals, FD 11-XX "Request for Proposals for Emergency Ambulance Transportation Services" (the "RFP"), attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from vendors for emergency ambulance transportation services.

B. The Contractor submitted a proposal in response to the RFP (the "Proposal"), attached hereto as Exhibit B and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for emergency ambulance transportation services (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Effective Date; Term of Agreement. This Agreement shall be effective only if and when this Agreement is both fully executed by both the City and the Contractor and approved by the Arizona Department of Health Services and shall remain in full force and effect for three years from the latest date on which such conditions described in this Section have been met (the "Initial Term"). After the expiration of the Initial Term, this Agreement may be renewed for up to two successive one-year terms (each a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing, as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred

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to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.

3. No Subsidy or Payment by City. The City will provide no financial subsidy or payment of any kind to Contractor. The Arizona Department of Health Services sets rates that may be charged by ambulance companies having a Certificate of Necessity, as defined by Ariz. Rev. Stat. § 36-2201 (the "CON"). The division of responsibility within the EMS System, as defined in the Scope of Work, attached hereto as Exhibit C, or as otherwise required and assigned by this Agreement is intended to achieve the best combination of public/private expertise and Services for the public's health and safety.

4. Fire Department Services Fee; Payment. The Contractor shall pay the City a fee equal to the difference between the current ADHS-approved rate for advanced life support ("ALS") services and the current ADHS-approved rate for basic life support ("BLS") services and not greater than the differential in effect at the time service is rendered for each ambulance transport for which a City Firefighter provides ALS services during the transport. The Contractor shall pay the City monthly for the preceding month's ALS transports. Payment shall be based upon ALS services provided to date, and upon submission of invoices to the Contractor by the City. Payments not received by the City within 30 days of the invoice date shall be considered late and shall bear interest at 1.5% until paid.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All Services shall be subject to review and audit by the City as set forth in the Scope of Work or at other reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-monitoring and reporting system that is acceptable to the City.

SECTION B

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8. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor except as set forth in this Agreement.

9. Performance Warranty; Performance Bond. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field. In addition, the Contractor shall be required to furnish non-revocable security binding the Contractor to provide faithful performance of the Contract in the amount of 100% of the total Contract price payable to the City. Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the City Clerk within the time specified or seven days after Notice of Award if no period is specified. If the Contractor fails to execute the security document as required, the Contractor may be found in default and the Agreement terminated by the City. In case of default the City reserves all rights. All performance bonds shall be executed in the form attached hereto as Exhibit D and incorporated herein by reference, duly executed by the Contractor as Principal and having as Surety thereon a Surety company approved by the City and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A-

**SECTION B**

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or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

g. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing

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any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary insurance as respects performance of the Agreement.

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(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products and Completed Operations Annual Aggregate and a \$4,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$2,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 03 06 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for

**SECTION B**

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whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Contractor shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially change without 30 days' prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona and City of Tolleson, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, the City shall be paid for all undisputed ALS services provided to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the Contractor to the City for the undisputed portion of any fees due for ALS services provided by the City as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further

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obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Contractor to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor an amount equal to 150% of the gratuity.

14. Miscellaneous.

14.1 Independent Contractor. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2 above. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including without limitation the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards. This Agreement shall at all times, to the extent applicable, be subject to ARIZ. REV. STAT. Title 36 and any and all ADHS rules and regulations governing ground ambulance transportation, including the authority of ADHS to approve or modify municipal ground ambulance contracts under ARIZ. REV. STAT. § 36-2234(K). No provisions of this Agreement shall be construed to require the Contractor to violate any Orders or Decisions issued by the Director of ADHS or any governing statute or administrative rules regarding the provision of ambulance or ambulance service to the public.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

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14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. Furthermore, this Agreement shall not be construed and interpreted to the detriment of any applicable regulatory authority. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the City signed by the City Manager and no delegation of any duty of Contractor shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

14.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to

**SECTION B**

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exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City:                      City of Tolleson  
   9555 West Van Buren Street  
   Tolleson, Arizona 85353  
   Facsimile: (623) 907-2629  
   Attn: Chris Hagen, City Clerk

With copy to:                      GUST ROSENFELD, P.L.C.  
   One East Washington Street, Suite 1600  
   Phoenix, Arizona 85004-2553  
   Facsimile: (602) 257-7422  
   Attn: Scott W. Ruby, Esq.

If to Contractor:                      \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_  
   Facsimile: \_\_\_\_\_  
   Attn: \_\_\_\_\_

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (a) when delivered to the party, (b) five business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the party giving the notice paying all

**SECTION B**

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required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

14.15 Records and Audit Rights. Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under subsection 14.16 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.16 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.16 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to

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comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.17 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term “scrutinized business operations” shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

14.18 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of the Agreement, the Scope of Work, the Performance Bond, the RFP and the Contractor’s Proposal, the documents shall govern in the order listed herein.

[SIGNATURES ON FOLLOWING PAGE]

**SECTION B**

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IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“City”

CITY OF TOLLESON, an Arizona  
municipal corporation

\_\_\_\_\_  
Adolfo F. Gámez, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Chris Hagen, City Clerk

\_\_\_\_\_  
Scott W. Ruby, City Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2011,  
by Adolfo F. Gámez, the Mayor of the CITY OF TOLLESON, an Arizona municipal  
corporation, on behalf of the City of Tolleson.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

(affix notary seal here)



EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND

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[RFP]

See following pages.

EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND

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[Contractor's Proposal]

See following pages.

EXHIBIT C  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND

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[Scope of Work]

See following pages.

## **I. Scope of Work for Emergency Transportation Services**

### **1. Introduction**

The City of Tolleson, Arizona is soliciting proposals from qualified ambulance companies who are in compliance with applicable laws and have sufficient resources to provide primary Emergency Transportation Services for the City of Tolleson.

### **2. No Contact, No Influence during the RFP Process**

The City is conducting a competitive RFP process for the Contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Proposers submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Proposer, its employees, attorneys, lobbyists, surrogates, etc., in an attempt to influence the RFP process.

### **3. Prohibited Lobbying Activities**

The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the City Clerk's Office, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Fire Chief shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.

### **4. Agreement Status if City Elects to Provide Ambulance Transportation Services**

The Contractor acknowledges that the City reserves the right to elect to provide its own Ambulance Transportation Services in accordance with applicable law at any time during the term of this Agreement. In the event the City elects to provide its own Ambulance Transportation Services, the City may cancel this Agreement by providing Contractor with twelve (12) months prior notice of cancellation.

### **5. Emergency Medical Services System**

The City and the Fire Department participate with other cities, fire departments and fire districts in the Greater Metropolitan Phoenix Area in an automatic aid system to provide life safety services including emergency medical services ("EMS"), the provision of EMS within such system shall be referred to as the "EMS System." Through participation, the City and the Fire Department have agreed to the roles assigned to the City and the Fire Department within such EMS System and the City has thus adopted the EMS System as its system for the Services to meet certain assigned responsibilities. In accordance with the EMS System, the City contracts for Services pursuant to an exclusive Agreement with a single emergency medical ground

transport provider. The EMS System permits the interests of the City and such exclusive provider to be aligned to provide emergency ground transportation ambulance services as called for within the EMS System and otherwise. Although the City requires that specific resources be assigned for response within the Primary Service Area defined below, the City acknowledges that due to the nature of the automatic aid system the closest most appropriate resource may be dispatched to an emergency regardless of the geographic boundaries or assigned dedicated resource.

## **6. Primary Service Area**

The Primary Service Area for purposes of this RFP is the area within the boundaries of the City, which includes a population of approximately six thousand five hundred (6,500) people. The area is approximately six (6) square miles. At the time of final approval of this Agreement by ADHS, the Contractor must have a valid CON with respect to the Primary Service Area established in this RFP. In addition to a valid CON with respect to the Primary Service Area, at the time of final approval of this Agreement by ADHS, the Contractor must have obtained all other necessary regulatory approvals from the applicable regulatory authority.

## **7. Data and Statistics**

Relevant data regarding the EMS System and the City's statistics (including the statistics the City has with respect to Contracts for emergency ground transportation ambulance services) is available in Appendix A. The City makes no representation as to the accuracy of the information and it is provided to the Proposers for use in the preparation of Proposals to the extent each Proposer determines appropriate under the circumstances. The City guarantees no minimum number of instances requiring Services or dispatches for Services.

## **8. City's Responsibilities/EMS System**

Proposers acknowledge that they are fully aware of the responsibilities of the City and the Fire Department within the EMS System.

## **9. Administrative Medical Director**

The position of Administrative Medical Director is established by the City in accordance with Arizona Administrative Regulation R9-25-204, which also sets forth qualifications and duties of the Administrative Medical Director. The Administrative Medical Director is responsible for determining the EMS protocols for EMS within the City of Tolleson.

## **10. Contractor Contact Person**

It is the City's desire to have strong, local control of the Contractor's operations in the Primary Service Area. Therefore, the Contractor is required to provide the title, reporting relationship and limits of authority for a senior executive, who will be permanently located within the Primary Service Area or in close proximity thereto (West Valley) and serve as the Contractor's Contact Person with the Fire Department.

## **11. Contractor's Responsibilities**

In accordance with the EMS System, the Agreement, and the RFP, Contractor will furnish the Services in response to appropriate dispatch and field operation directives including, but not limited to the following:

- Employment of all personnel required for the Services and related functions.
- Supervision and management of its employees, agents and Subcontractor(s) (if any).
- Provision and maintenance of the ambulances, ambulances and the equipment as outlined in the Agreement or the RFP, materials and supplies required and necessary to provide the Services.
- Training of all of employees, agents and Subcontractor(s) (if any) performing the Services.
- Development and management of internal quality improvement systems.
- Full and active participation in quality improvement required by the EMS System and the City.
- Purchasing of equipment, materials and supplies, and inventory control to provide the Services.
- Support services necessary to provide the Services.
- Accurate completion and timely submission of all required data and reports of every kind.
- Timely response to all notices and the timely providing of all notices, as required.
- Meeting Contractual response times and other performance requirements in compliance with applicable law (including, but not limited to, Arizona Department of Health Services laws and regulations), the Agreement or this RFP and the EMS System.
- Participate and cooperate with the Administrative Medical Director and City representatives in audits, inspections and investigations, with timely responses and completion of requirements.
- Required reports of compliance.
- Maintain verifiable data of performance.
- Provide indemnification, insurance performance guarantees and other security.

- In its Proposal, each Proposer will set forth in detail how it will plan for and perform the functions set forth above.

## **12. Credentials**

Credentials will be reviewed and evaluated to establish the strength of each Proposer in the areas of qualifications, experience, financial capability and stability, and regulatory compliance. Proposers may not submit incomplete Credentials. Incomplete or lacking Credentials will in certain instances and may in other instances result in the rejection of a Proposal.

Upon receipt of all Proposals, the City will conduct a review and, if deemed necessary, verification of the Credentials of each Proposer. A more thorough review of Credentials may be performed with respect to the Proposer selected for Award Recommendation and/or Proposers invited to submit a Final and Best Proposal.

## **13. Certificate of Necessity**

The Contractor (a) must have and furnish a valid/current copy of a CON from the Arizona Department of Health Services (“ADHS”) issued to the Proposer covering the Primary Service Area and for the Services, or (b) agree and undertake to obtain such valid/current CON from the ADHS prior to the City’s final award of an Agreement for the Services.

## **14. Permits and Licenses**

Each Proposer must furnish a copy of all other required permits and licenses necessary to provide the Services.

## **15. Statement of Qualifications**

Detailed information must be submitted concerning any site (and related sites) from which Proposer offers Services similar to these Services. Such information from sites (and related sites) similar to the sites contemplated by the Agreement or the RFP for communities similar to the City will be considered most relevant.

## **16. Capabilities and Methods**

Each Proposer must provide a thorough description of all capabilities and methods in the following areas of its operations:

- System planning and deployment capabilities and methods.
- Communications center management capabilities and methods.
- Field supervision capabilities and methods.
- Training and management of personnel capabilities and methods.
- Recruitment, orientation and retention of personnel capabilities and methods.

- Quality improvement process management capabilities and methods.
- Interactions with First Responders capabilities and methods.
- Management of equipment, materials and supplies and distribution capabilities and methods.
- Fleet management capabilities and methods.
- Driver training and risk management capabilities and methods.
- OSHA compliance and exposure control capabilities and methods.
- Medicare and AHCCCS (Medicaid) compliance program capabilities and methods.
- Compliance and quality assurance for billing and collection capabilities and methods.
- Accounts receivable management capabilities and methods.
- Respect for diversity in the work place and programs in place that support diversity.
- One Proposer for each Proposal
- Only a single entity may be a Proposer of a Proposal. If a Proposer will use a Subcontractor(s), all information required of a Proposer must be provided with respect to such Subcontractor(s), to the extent such information is relevant to such Subcontractor's obligations pursuant to its subcontract with the Proposer (which statement must be submitted to and approved by the City).

**17. Key Positions and Key Personnel**

Each Proposer must identify key positions within its organization and identify Key Personnel for each such position. At a minimum, the City considers the positions generally described below to be key positions:

- a. Chief Executive Officer
- b. Chief Financial Officer
- c. Operations Manager
- d. Communications Manager
- e. Tolleson Area Manager

## **18. Financial Position**

Each Proposer must provide records and data that set forth the financial history of the Proposer. All financial information should be reported for the legal entity submitting and responsible for the Proposal and providing Services. If the entity is a multi-site entity or subsidiary entity, it may report consolidated financial information; provided, that a letter guaranteeing the Proposer's performance with the full faith and credit of the parent or affiliated organization(s) is included with the Proposer's financial data. The Proposer must also provide and document the following:

- Access to and sources of sufficient capital to provide for implementation and start-up of the Services.
- Financial reserves and/or net worth sufficient to sustain operation of the Services.
- Any event or circumstance or reasonably anticipated event or circumstance that may have a material bearing on the financial condition, solvency or credit worthiness of the Proposer. This should include, but is not limited to, the disclosure of any material contingent liabilities or uninsured material contingent liabilities, reasonably anticipated losses, voluntary or involuntary bankruptcy filings and involuntary ambulance services Agreement terminations in other jurisdictions.
- If the Proposer or any parent/affiliate(s) is publicly traded, a copy of the most recent annual report and SEC forms 10-(k) and 10-(Q). These must include financial statements for at least the most recent two (2) year period.
- If the Proposer is not publicly traded, copies of independently audited financial statements (conducted in accordance with applicable independent audit standards) for the last two (2) years are required (if a Proposer has not been in operation for two (2) years the required information should be provided for the shorter period of time the Proposer has been in operation). Should independently audited statements not be available, the Proposer shall submit financial statements together with notarized attestations of accuracy (satisfactory in substance to the City) signed by the Chief Financial Officer and Chief Executive Officer of the Proposer (as well as owners having a greater than ten percent (10%) interest in such Proposer). Current interim financial statements, prepared by a Certified Public Accountant (which may be unaudited) must also be provided.
- Clear evidence of the ability of the Proposer to secure insurance coverage required by the Agreement or the RFP. This shall be in the form prescribed by Section 11 of the Agreement (in form and substance satisfactory to the City) documenting that required coverages will be provided.

- Processes applicable to billing federal and state programs and other payor programs to assure required billing, documentation and compliance. Proposer should identify its guidelines and implementation processes and procedures. Proposer's compliance reporting and resolution of compliance issues should be set forth, together with the qualifications and experience of Proposer's compliance officer(s).

**19. Regulatory Compliance/Litigation**

Each Proposer must set forth in detail any and all regulatory investigations, findings, actions, complaints and their respective resolutions. Each Proposer will include details about any and all emergency medical services and ground ambulance transportation services Agreement terminations or Agreement amendments within the last five (5) years. Additionally, each Proposer will detail the circumstances and resolution of any emergency medical services and ground ambulance transportation services Agreement disputes or notices of non-compliance.

Each Proposer will provide a detailed list of all litigation with a reserved value in excess of \$100,000 in which the Proposer or an affiliated organization(s) is involved, together with such threatened and anticipated litigation and claims and anticipated claims.

**20. Subcontractor(s)**

Should a Proposer intend to utilize a Subcontractor(s) to provide any of Contractor's substantial responsibilities, including, but not limited to, dispatch coordination, ambulance response, ambulance transportation services, staffing, training, communications and call center management and/or services, protocol development, financial management, ambulance fleet and equipment maintenance, and similar services, the Proposer must include the credentials of each such Subcontractor and any relationship to the Proposer in order to permit the City to evaluate the circumstances. Copies of existing subcontracts (or proposed subcontracts) must also be included. The City will look only to each Proposer with regard to responsibility for performance in accordance with the Agreement. The City may approve or disapprove any subcontractor identified by any Proposer. The inability or failure of any Subcontractor to perform any duty or deliver contracted for performance will not excuse the Proposer from responsibility. If the City rejects a subcontractor(s) identified by a Proposer, such rejection may result in the rejection of the RFP.

**21. Scope of Services**

All Services will be required to be provided by Contractor at the Advanced Life Support (ALS) level. While the Contractor will not be obligated to provide services outside of the City boundaries, neither the Agreement nor the RFP will prohibit the Contractor from providing automatic aid and mutual aid services. Additionally each Proposer will provide special agreement services (i.e., community activities, emergency response stand-by, special events stand-by, etc.), communications and dispatch services as required in accordance with the EMS System and the Agreement. Although Proposers may seek other ground ambulance transportation services contracts, a Proposer(s) may not use any Tolleson required parts of the

EMS System to provide services for any such purposes not permitted by the Agreement or the RFP.

## **22. Dispatch Center / Communication Center**

The City currently uses the City of Phoenix Fire Department Alarm Center for Fire Department emergency dispatch services (the "Dispatch Center"). The City requires that Contractor provide a CAD system that best suits its needs and permits Contractor to meet or exceed the requirements of the Agreement. To meet this requirement, the Contractor must contract directly with the Dispatch Center. Contractor's communication center will be the contact for the Dispatch Center. While the City will evaluate each Proposer's approach, commitment and systems, the use of any particular CAD system, including the CAD system utilized by the Dispatch Center and/or the City communication center, will not excuse Contractor from meeting performance criteria for its communication center. Proposer's CAD system must fully interface with the Dispatch Center and, if needed, the City communication center.

In addition to the standard radio equipment installed in each ambulance, as identified in the Agreement or the RFP, Contractor agrees to install and use Mobile Communication Terminals (MCT) into each primary ambulance positioned in the City of Tolleson.

## **23. Dispatch and Acceptance**

The City will have all 911 requests for ambulance service within City dispatched to Contractor. Unless requested otherwise, Contractor shall respond to all requests for Services under this Agreement using emergency red lights and sirens (Code 3). City may, however, request that Contractor respond without red lights and sirens (Code 2) and will confirm the response mode at the time of dispatch. Contractor shall accept all requests for transportation Services dispatched by or on behalf of the City. These Services shall be provided by Contractor in accordance with the provisions of the Agreement. In the event the Contractor indicates that it is unable to timely respond to a request for ambulance service, the City may, without waiving any of its rights under this Agreement or at law, obtain such service however it deems necessary, including providing such service itself.

## **24. Radio Systems**

The City currently utilizes a VHF and 800 MHz radio system. Contractor must provide base, mobile and portable radios that enable voice interoperability by allowing the Contractor's communications center, ambulances and supervisors to communicate directly with Fire Department units and the Dispatch Center on radio channels and according to procedures established by the Fire Department. Contractor will be responsible for all radio purchases, leases and maintenance costs associated with the 800 MHz system.

## **25. Response Time Performance**

The City encourages each Proposer to be creative and flexible in providing the Services and improving the EMS System. Establishing the capability for performance that will meet or exceed the response time requirements of the Agreement or the RFP is Proposer's responsibility and will be a factor for evaluation of each Proposer.

Superior response time performance over any period of time does not permit inferior response time performance over any other period of time. Each Proposer must commit to use its best effort to minimize variations or fluctuations in response time performance (it is assumed that response time requirements are being met or exceeded).

**26. Response Time Requirements**

Each Proposer will demonstrate that it will provide the Services within the Primary Service Area and within the EMS System so as to achieve compliance with the requirements of the Agreement or the RFP.

Minimum compliance is achieved when 90% or more of responses for Code 3 calls and Code 2 calls meet the specified response time requirements. For example, to be in compliance for Code 3 calls, each Proposer must be able to place an ambulance on the scene of each Code 3 response within seven (7) minutes and fifty-nine (59) seconds for not less than 90% of all Code 3 calls. To be in compliance for Code 2 calls, each Proposer must be able to place an ambulance on the scene of each Code 2 call within ten (10) minutes and fifty-nine (59) seconds for not less than 90% of all Code 2 calls.

Each Proposer will be required to show that it can meet the following response time requirements City-wide.

Priority	Maximum Allowable Response Time	Definition
Code 3 Calls (First Priority)	7:59 minutes	Life Threatening Emergencies
Code 2 Calls (Secondary Priority)	10:59 minutes	Non Life Threatening Emergencies

Response priorities are defined according to a priority dispatch protocol approved by the Fire Chief, consistent with Arizona Department of Health Services guidelines. Currently, all dispatches of ambulances are Code 3 calls or Code 2 calls. The City may adopt additional priorities and associated response times as circumstances require.

**27. Response Time Reporting**

In every instance with respect to the specified response time criteria, each Proposer must commit to submit a written report, at least monthly, in a format approved by the City, Administrative Medical Director, and Fire Chief documenting the cause of each late response, a remedy and efforts to eliminate recurrence.

**28. Response Time Measurement**

The response time measurement methodology employed will influence operational requirements of the EMS System and the Agreement. The following methodology will be used throughout the Agreement term to measure response times. Response times will be measured from the time a dispatch is received at the communications center CAD terminal of a Proposer to the time a

Proposer's Primary Tolleson Ambulance arrives at the incident location in response to a dispatch.

For all dispatches for Services, arrival of the ambulance (staffed as required) shall be signaled by a Contractor's transmission to the Dispatch Center. Such transmission shall not be made until the ambulance actually arrives and is stopped at the specific location to which it has been dispatched. In the case of apartment or business complexes, such transmission shall not be made until the ambulance actually arrives at the point closest to the apartment or business to which it has been dispatched and to which its ambulance can be driven. Only arrival at a location, as measured by the transmission described in this paragraph, by a Contractor's ambulance is a measurement of response time.

Arrival on scene means the moment an ambulance crew member notifies the Dispatch Center that the ambulance is fully stopped at the location where it is required to be stopped while ambulance personnel exit to attend those in need of service. In situations where the ambulance has been requested to respond to a location other than the scene (e.g. staging areas for hazardous scenes), arrival on scene shall be the time the ambulance arrives at the designated location.

In instances when an ambulance crew fails to timely report arrival on scene, the time of the next communication with the ambulance crew will be used as the on scene time. However, a Proposer may appeal such instances when it can document the actual arrival time through other means, such as Fire Department personnel or Automated Vehicle Locator (AVL) position reporting.

If a dispatch is upgraded, prior to the arrival on scene of the first ambulance (e.g. a Code 2 call is upgraded to a Code 3 call), a Proposer's compliance with Agreement standards and responsibility for penalties will be calculated based on the shorter of: (i) time elapsed from call receipt to time of upgrade plus the higher priority response time standard; or (ii) the lower priority response time standard. For example, an ambulance is dispatched to a Code 2 call (required response time of 10:59) and is upgraded to a Code 3 call (required response time of 7:59) after two (2) minutes have elapsed from dispatch. Because  $7:59 + 2:00 = 9:59$  is shorter than 10:59, the response is subject to the response time requirement set forth in (i) above, and is considered a Code 3 call response. By way of further example, an ambulance is dispatched to a Code 2 call and is upgraded to Code 3 call after five (5) minutes have elapsed. Because 10:59 is shorter than  $7:59 + 5:00 = 12:59$ , the response is subject to the response time requirement set forth in (ii) above and is considered a Code 2 call response.

Downgrades may be initiated by medically trained Fire Department personnel as authorized by the Administrative Medical Director. If a dispatch is downgraded, prior to the arrival on scene of the ambulance, a Proposer's compliance with Agreement standards and responsibility for penalties will be calculated based on (i) the lower priority response time requirement, if the ambulance response is downgraded before it would have been judged late under the higher priority response time requirement; or (ii) the higher priority response time requirement, if the ambulance response when downgraded would have been judged late under the higher priority response time requirement.

If an ambulance is reassigned en route prior to arrival at the scene (e.g. to respond to a higher priority request), a Proposer's compliance and penalties will be calculated based on the response time requirement applicable to the assigned priority of the initial dispatch. The response time will be measured to the arrival of another of Contractor's ambulance on the scene from which the en route ambulance was diverted.

If an ambulance is cancelled by an authorized agency, after an assignment has been made but prior to the arrival of the ambulance at the scene (and no ambulance is required at the scene), the response time will be measured to the moment of cancellation. If the elapsed response time at the moment of cancellation exceeds the response time requirement for the assigned priority of the call, the unit will be determined to be late and the appropriate penalty may be assessed.

A Contractor will not be held accountable by the City for emergency or non-emergency response time compliance for any response dispatched to a location outside the Primary Service Area. Responses to requests for service outside of the Primary Service Area will not be counted in the total number of responses used to determine compliance with the Agreement.

Each incident requiring response will be counted as a single response regardless of the number of ambulances that respond. The dispatch time of the first ambulance dispatched and the on scene time of the first arriving of a Proposer's ambulances will be used to compute the response time for the incident.

Contractor shall be required to provide for reserve service capacity in order to increase service should temporary EMS System or dispatch overload occur. However, it is understood that from time to time unusual factors beyond Contractor's reasonable control may affect the achievement of the specified response time requirement. Unusual factors are limited to unusually severe weather conditions, declared disasters or periods of unusually high demand for emergency services. Unusually high demand for emergency services, for the purpose of considering penalty exemption requests, will be determined by the Fire Department according to its statistical models. Equipment failures, traffic congestion, ambulance failures, dispatch errors, inability to staff ambulances and other similar causes will not be grounds for granting an exception to compliance with the response time requirements.

If Contractor thinks that any response or group of responses should be excluded from the compliance calculations due to unusual factors beyond Contractor's reasonable control, Contractor may provide detailed supporting information in writing to the Fire Chief, or authorized designee. Contractor may request that the City exclude a response or group of responses from response time calculations. Any such request must be made in writing and be received by the Fire Chief, or authorized designee within five (5) business days after the end of each month. The Fire Chief, or authorized designee, will review the request and issue a determination. Should Contractor dispute the determination, Contractor may appeal in writing to the Fire Chief, or authorized designee, for a definitive ruling within five (5) business days. The Fire Chief's ruling will be final and binding.

The City may require the Contractor to provide reports that specify geographical zones within the City. These reports will be utilized to assess area response times and to anticipate future

response needs. These specialized reports will not be utilized to measure overall response time performance.

Each Proposer will describe its system to assure a complete audit trail for all response times. The Medical Transportation Agreement Coordinator and Administrative Medical Director shall have prompt access to all relevant data in order to assure compliance and to calculate penalties. Access to and security of data will be considered in assessing Proposals.

**29. Non-Performance Penalties**

Non-Performance Penalties:

The following penalties will be assessed when City-wide response time compliance for Code 2 call or Code 3 call transports fall below 90% for any given month:

89%	\$10,000
88%	\$11,000
87%	\$12,000
86%	\$13,000
85%	\$14,000

Each Code 3 response time exceeding 14 minutes 59 seconds will be assessed a non-performance penalty of one thousand dollars (\$1,000).

Each Code 2 response time exceeding 20 minutes will be assessed a non-performance penalty of five hundred dollars (\$500).

Non-performance penalties are due within fifteen (15) days of notice of non-performance.

If the City finds that a call was assigned a lower priority than would have been assigned had Contractor's communications personnel properly followed the priority dispatch standards as approved by the EMS System, the Fire Chief or his designee, the City will measure the response time against the higher priority and, when applicable, the response will be subject to late response time penalties.

Failure to meet Code 2 call or Code 3 call response time requirements for at least 90% of responses each month for (three) 3 consecutive months or for (four) 4 months in any Agreement year will be a Services default and may result in termination of the Agreement and liquidated damages.

**30. Notice of Inability to Respond**

Contractor shall immediately notify the Dispatch Center if Contractor does not have an ambulance that is staffed and equipped as necessary to respond to an incident close enough to the incident scene to meet a seven (7) minute fifty-nine (59) second response time for a Code 3 response or an ten (10) minute fifty-nine (59) second response time for a Code 2 response. In the

event Contractor indicates that it is unable to timely respond to a request for ambulance service, dispatch center or the City may, without the City waiving any of its rights under this Agreement or at law, dispatch a second provider to the incident.

**31. Out of Service Reporting**

Contractor agrees to notify the City when an ambulance is taken out of service and what arrangements are being made for a replacement. Notification will be within one (1) hour of the ambulance being taken out of service. Contractor further agrees to notify the City of any staffing problems and reduced service levels. Notification will be within one (1) hour of any staffing problems that will reduce service levels.

**32. Response Time Reporting Requirements**

Contractor will provide, by the seventh (7) day of each calendar month, reports detailing its performance during the preceding month as it relates to every performance requirement stipulated herein.

**33. Contractor Provided Equipment, Materials and Supplies**

The Contractor must specify in its Proposal what equipment, materials and supplies it will provide for performing the Services. At a minimum, equipment, materials and supplies set forth in Appendices B and C attached to this Scope of Work must be provided and by the name and type, etc. where specifications are set forth in such Appendices. Each Proposer must provide a detailed plan for the management of its equipment, materials and supplies.

Additionally, the City reserves the right to require Contractor at Contractor's expense to carry additional equipment during the term of this Agreement if reasonably necessary and will give Contractor ninety (90) days notice of intent to require such additional equipment.

**34. Contractor Provided Ambulances**

Each Contractor Ambulance must be an ambulance that meets or exceeds Arizona Department of Health Services requirements for ambulances providing ALS services.

Each ambulance must have a patient compartment for two patients, one EMT-B and one EMT-P, a Fire Department EMT-P and Fire Department Advanced Life Support ("ALS") equipment. Each ambulance must have a method of safely securing Fire Department ALS equipment during transport, with the equipment remaining easily accessible during transport. The front seat area of all ambulances must be able to accommodate one family member of a patient (in the front passenger seat) and the Contractor's employee, as driver.

**35. Primary Ambulances Provided by Contractor**

Primary ambulances provided by the Contractor shall be assigned by Contractor to an emergency call within City or other jurisdiction only if it is the closest appropriate apparatus to the emergency scene and shall immediately return to the geographical boundaries of City at the

conclusion of an emergency call unless assigned to another emergency call for which it is the closest appropriate apparatus to the emergency scene.

Contractor's primary ambulances may be used for "move-ups" outside the geographical boundaries of the City without the permission of the Fire Chief, or authorized designee, so long as all other requirements of this Scope of Work are met with respect to the City, namely the response times described above. For purposes of this Agreement "move ups" shall mean a system of ambulance resource allocation designed to place ambulances in geographically strategic locations with the intent of minimizing response times during periods of increased ambulance activity.

Each primary ambulance will have a digital cellular telephone pre-programmed with all phone numbers needed for medical communications. Programming may be updated from time to time to reflect the needs of the City and Contractor.

Ambulances must meet all applicable federal, state and local requirements and it shall be the responsibility of Contractor to assure appropriate certifications from ambulance manufacturers and to assure that all ambulances are operated within federal (U.S. Department of Transportation), state (Arizona Department of Health Services and other State of Arizona agencies imposing requirements) and local guidelines (City, Fire Department and all other applicable local guidelines and requirements). Guidelines include all applicable limitations on gross vehicle weight.

Ambulances used to cover for primary ambulances assigned to the City, shall be similarly equipped as are the primary ambulances.

Contractor shall monitor, through their established maintenance program, the condition, safety and reliability of all ambulances. Ambulances that accumulate 175,000 miles or reach sixty (60) months in total service time shall be replaced by new ambulances at Contractor expense. Contractor has one hundred-twenty (120) days from the date of either mileage or age occurrence to replace the identified ambulance with a new ambulance.

In August of every year, the Contractor will provide the City a report of all primary ambulances stating the year, make, current mileage, identification number and any planned replacements over the next fiscal year.

An additional ALS Ambulance may be required in the future to address the following:

- Increased call volume by twenty percent (20%) under this Agreement over the call volume experienced during the first year of this Agreement.
- Population increases within the City's geographical boundaries of twenty percent (20%) or more over the population in effect at the inception of this Agreement.
- Increased traffic congestion within the City's geographical boundaries resulting in on-scene wait time increases experienced by City employed personnel of ten percent (10%) or more over the on-scene wait times experienced during the first year of this Contract; or

- Increased average response times of ten percent (10%) or more over the average response times experienced during the first year of this Agreement.

The decision to require such additional ambulance under the above-stated circumstances shall be at the sole discretion of City. Contractor also may propose to assign additional “reserve” and “peak time” ambulances to the City to provide additional ambulances throughout the City to be available on a non-dedicated basis. These ambulances may supplement the minimum number of ambulances required during periods of extensive activity to respond on behalf of units already dispatched to prior requests for service or to replace ambulances incapable of performing. The number of ambulances available under the Agreement will be considered when evaluating proposals.

### **36. Ambulance Stations**

Contractors will provide stations for all ambulances, including stations within the Primary Service Area for Ambulances (the “Stations”). Such Stations shall be manned and in locations that will permit Contractor to comply with Response Time Requirements as set forth in the Agreement or the RFP. All Stations shall be subject to inspection by the City. Each Proposer shall submit to the City the proposed locations for Stations required to be located within the Primary Service Area. Additional consideration will be given to proposals that address the City's unique population centers and propose station locations that enhance the response time to these population centers. Contractor's Stations must accommodate ambulances at such Stations or in immediate proximity thereto, provide accommodations for crew and other necessary ambulance personnel as required and as necessary to provide the Services. The Agreement will contain a provision requiring Contractor to obtain advance written approval of changes with regard to the location of its Stations within the Primary Service Area throughout the term(s) of the Agreement from the Fire Chief. The Fire Chief will only approve changes if the Contractor establishes that the changes will not impair Contractor's ability to meet response time requirements as set forth in this RFP and the Agreement.

Each Proposer will provide its plan for peak time ambulance locations.

The Contractor shall notify the Bureau of Emergency Medical Services as to the location of each ambulance station as required by A.R.S. § 36-2232(C)(3) and (4).

### **37. Ambulance Posting**

The City realizes that in order to meet response time requirements and ambulance availability for the City and the regional EMS system that the Contractor may post ambulances for a period of time in a location that is not considered an ambulance station. These postings will in no way replace the Contractor's requirement to maintain permanent ambulance stations. Postings should last no longer than four (4) consecutive hours in any one geographic area.

Additionally, posted ambulance personnel should not frequent local businesses without the business owners consent for the sole purpose of seeking shelter, sleeping, or to use the restrooms to bathe, shave and uniform changing. Posted ambulances will not be left idling near business entrances, intake for business HVAC systems or behind business or in ally ways. Posted

ambulances should not be parked in areas that limit the parking for business customers or limit or impede access to the business.

Failure to comply with ambulance posting criteria may result in termination of the Agreement.

### **38. Ambulance Staffing and Scheduling**

Scheduling of Contractor's staff and ambulance crews will be the responsibility of the Contractor, subject to reasonable coordination with the City's Fire Department's schedule the overarching goal of such coordination being to create an efficient and harmonious work atmosphere for optimum patient care and transport.

All ambulance crews shall have a minimum six (6) months service on a 911 ambulance;

All ambulance crew personnel assigned to or available to drive Contractor's ambulances must complete a comprehensive emergency driver-training program and possess a valid Arizona driver's license in accordance with the Arizona Department of Transportation, Motor Vehicle Division requirements and all certification/licensing required by the Arizona Department of Health Services and the City.

Contractor shall prohibit staff and ambulance crews from working more than forty-eight (48) consecutive hours without a twenty-four (24) hour off duty rest interval. This on duty-off duty rest interval applies to personnel's entire work schedule and not just to the hours scheduled within the City of Tolleson.

### **39. Ambulance Safety**

The City reserves the right to place any of the Contractor's ambulances responding in the City out of service for response in the City when an unsafe condition becomes known to City employees. This may include, but not be limited to: mechanical issues (ex. bald tires, unsafe brakes, malfunctioning heating and cooling system, emergency response lights and sirens and communication equipment) and medical equipment issues (ex. inoperable suction units, insufficient oxygen or lack of required ADHS and Agreement required medical supplies). It will be the Contractor's responsibility to provide back up ambulances in a timely manner while the ambulance that has been deemed unsafe is returned to proper serviceable condition.

### **40. Contractor Billing and Collection for Fire Department EMT-P Services**

Contractor will charge fees for its services and the services of Firefighter EMT-P personnel as appropriate and permitted. All billing and collection services will also be the responsibility of Contractor. Fees may only be charged as established by the ADHS and in accordance with arrangements applicable to each payor (including federal, state and local government payors).

Contractor shall pay the City for the Services of City employees providing Services in accordance with the provisions set forth in Payment for Fire Department Services, as set forth in Section 55, below.

### **41. Contractor Training of Ambulance Personnel**

Contractor shall be responsible for the permits, licenses and certifications of its ambulance personnel required by all agencies having authority in such matters. Each Proposer will set forth in detail its commitment to and training plan for assuring the training of its EMT-B, EMT-P, other personnel and its drivers of ambulances as required by all agencies having authority in such matters and assure continued compliance with all permits, licenses and certifications requirements.

**42. Move-Up Policy**

Contractor agrees to comply with all applicable provisions of the EMS System and the Fire Department with regards to move-up policies. Contractor's plan for compliance with such policies will be submitted with its Proposal. Changes to Contractor's approved plan during the term of the Agreement will require written approval in advance from the Fire Chief.

**43. Solicitation of Information/Patients**

Contractor may solicit information about patients (including payor information). Notwithstanding the foregoing, no attempt will be made to solicit such information or to collect services or fees from a patient, patient's representatives or any other payor until the patient has been accepted at a receiving medical facility, as applicable.

**44. Survey of Patients**

The Contractor and the City may survey patients transported pursuant to the Agreement. All such survey information shall be shared by the parties.

**45. Control of Scene**

The Fire Department is responsible for scene management for all responders and patients at the scene. Control of scene matters and command structure are set forth in Volume II of the Phoenix Regional Operations Manual and the Tolleson Fire Department Ambulance Operations Guidelines set forth in Appendix D. These guidelines are subject to change and further direction as determined by the Fire Department. Any significant change to these guidelines regarding the specific criteria for ambulance response will be subject to Arizona Department of Health Services, Bureau of EMS and Trauma Services approval.

**46. Agreement Administration**

The Agreement Administrator for the City for the Agreement is the Fire Chief or authorized designee. The Fire Chief or authorized designee shall have responsibility for the following:

- Assuring compliance with the Agreement;
- Developing and conducting scene training for ambulance personnel;
- Participation in Contractor's ambulance personnel meetings (quarterly);
- To act as liaison with the Contractor and medical facilities receiving patients;

- Researching and reporting to Contractor on ambulance transportation services and transport;
- The performing of field observations and reporting such observations to the Contractor and the City;
- Reviewing response time data as provided by Contractor;
- The coordination of ambulance coverage for identified events; and
- The manner of conducting customer (including patient) surveys and such other similar duties as are assigned by the City.

**47. Basic Staffing**

Contractor agrees to provide the City on a monthly basis information and analysis necessary for the City to evaluate the performance of all communications center and ambulance personnel (including direct supervision and support personnel) in order for the City to assess compliance with the Agreement. The Agreement will set forth Contractor obligations to notify the City of the terminated employment of its communications center personnel and Ambulance personnel (both voluntary and involuntary); and the immediate notification of the employment of new personnel (to include direct supervisory and support personnel).

**48. Alternative Transportation**

As Arizona law or ADHS regulations are revised to encompass the implementation of alternative transportation options and destinations for service originated within public safety dispatch, the Contractor will work cooperatively with the City to provide equipment, personnel, joint guidelines, and performance criteria in order to provide such alternative transportation. This process may include, but is not limited to stretcher vans, ALS assessment and transportation units, or other vehicles or personnel as necessary to meet future needs.

**49. Information/Data Sharing**

The City considers medical data gathered in the EMS System as property of the City. The City has set criteria under which this data may be shared to benefit the EMS System and patient care. The Contractor will share no data obtained in the Tolleson EMS System without expressed written authorization from the Fire Chief and may be required to submit detailed written explanations on how the data will be used and de-identified. This does not pertain to data required to be submitted to the ADHS under CON regulations.

**50. Emergency Assistance/Disaster Assistance/Automatic Aid**

Each Proposer must set forth its plans for responding to major emergency situations within the Primary Service Area and outside the Primary Service Area where Ambulances may be involved. In addition, each Proposer must set forth its plans for declared disaster situations and required assistance, “automatic aid” and “automatic aid arrangements” and “mutual aid” and “mutual aid

arrangements”, all such plans with approvals as required. All such plans must be in accordance with and comply with applicable law, regulations, rules, policies, questions and protocols.

**51. Supplies and Materials to Be Provided/Reimbursed to the City**

The Contractor will be responsible for providing supplies, and materials to the Fire Department in replacement of supplies and materials utilized by the Fire Department in providing Services related to a transport of billable event (including supplies and materials utilized by the City’s EMT-P personnel involved in transport). Proposer should provide a plan to restock the Fire Department stations with supplies. In lieu of providing such supplies and materials the Contractor may enter into an arrangement pursuant to the Agreement to reimburse to the City its cost of such supplies and materials, and related costs.

**52. Replacement of Pharmaceuticals**

The Contractor, if billing for pharmaceuticals used in patient care and associated with a transport or billable event, will be required to replace pharmaceuticals and EMS supplies if used by City during transport. The City may purchase the pharmaceuticals through the base hospitals or third-party vendors in the City’s sole discretion. The pharmaceuticals used by the Tolleson Fire Department for patient care are determined by the Administrative Medical Director in accordance with the ADHS regulations.

**53. Base Hospital**

The City has entered into an Emergency Medical Services Base Hospital Agreement with Banner Estrella Hospital. The Agreement sets forth Hospital responsibilities and identifies Hospital personnel for providing medical direction to the City, including direction to the Fire Department and Contractor personnel engaged in carrying out the medical ground ambulance transportation services contemplated by the Agreement or the RFP. The Contractor must agree to at all times utilize the services available pursuant to the Emergency Medical Service Base Hospital Agreement and, as a contractor for medical services with the City, Contractor must comply fully with the terms and conditions of such Agreement. Specifically, Contractor agrees to require its personnel to utilize, in every indicated circumstance, medical advice and services available pursuant to the Emergency Medical Service Base Agreement. Should the City enter into a Base Hospital Agreement with any other hospital or any other medical direction entity, the Contractor agrees to honor that agreement in like fashion as the current Agreement. The Base Hospital Agreement is an agreement for the provision of medical direction, pharmacy services and quality assurance.

**55. Payment for Fire Department Services**

City shall propose a fee to be paid to the Fire Department for each ambulance transport for which a Fire Department EMT-P provides ALS services. The Proposer should offer a system for tracking and verification of transports meeting the ALS services criteria. Payment should be made monthly, as set forth in the Agreement, for the preceding month’s ALS services transports. As set forth in the Agreement, late payments shall bear interest at 1.5% until paid.

**56. Ongoing Costs**

The Contractor shall pay the City by wire transfer for ongoing costs by the first week of each month for the preceding month of costs occurred. Ongoing costs include MCT costs, Dispatch costs if any, supply costs if any, pharmaceutical costs if any and ALS service fees.

**57. City Use of Ambulances**

Contractor shall permit City to temporarily use the primary ambulances assigned pursuant to this Agreement to the fullest extent permitted by law and with approval of ADHS, should Contractor be unable to continue to provide transportation Services due to financial or other problems.

**58. Community Activities**

Upon request, Contractor agrees to participate in various health and safety related community activities at no cost to City. The Contractor may opt not to participate if the Contractor feels that the hours of participation are excessive.

**59. Emergency Response/Stand-By**

Contractor agrees to provide an ambulance for emergency scene stand-by, at no charge to City, when a City Fire Captain or higher-ranking City fire official has reason to believe a life threatening emergency situation warrants an ambulance stand-by. This standby will include working fires where life safety hazards exist for the public and Fire Department personnel.

**60. Special Event Stand-By**

The Contractor agrees that the City will retain all rights for negotiation of EMS and transport services at special events coordinated by the Fire Department. The Fire Department Special Events Coordinator may negotiate ambulance standby costs into commercial special event agreements in conjunction with the Contractor, where EMS staffing is coordinated by the Fire Department. The Contractor shall provide and maintain, with the Fire Chief or authorized designee, a current and accurate list of standby charges. The City is under no obligation to negotiate or organize such an arrangement.

The Contractor agrees to notify the Fire Chief or authorized designee forty-eight (48) hours prior to any private EMS or ambulance standby scheduled within the City of Tolleson boundaries. The Contractor shall provide the following information: Date, time, location, type of event, attendance expectations, promoter information, and the number and type of EMS / ambulance personnel assigned.

**61. Arizona Department of Health Services Regulation**

No provision of this Agreement shall be construed to require Contractor to violate any applicable orders, statutes, rules or regulations administered by the ADHS regarding the provision of ambulance service to the public. Contractor shall immediately notify City of any provision of this Agreement which it believes may cause it to be in violation of any applicable order, statute, rule or regulation if Contractor complied with such Agreement provision.

**62. Notice of Litigation**

The Contractor shall agree to notify the City within twenty-four (24) hours of any litigation or significant potential for litigation of which the Contractor becomes aware and which arises from a request by City for an ambulance response or from an ambulance transport originating in the City. Further, the Contractor will be required to warrant that it will disclose in writing to the City all litigation involving the Contractor, the Contractor's related organization, owners and key personnel.

**63. Quarterly Income Statements**

Quarterly income statements for the Contractor's operation under the City Agreement shall be provided to the City within ninety (90) days of the end of each calendar quarter. The income statements shall include an opinion by a Certified Public Accountant that has direct responsibility for financial aspects of the Contractor's operations under the City Agreement that fairly presents the results of operations, financial positions and cash flows of the Proposer. It is understood that the City may make these financial statements available to other parties as deemed appropriate. Within ninety (90) days after the end of each fiscal year, the Proposer will provide to the City a copy of its audited financial statements.

**64. Audits and Inspections**

Authorized City representatives may at any time, and without notification, directly observe the Contractor's operation of the communications center, maintenance facility and any ambulance post location. Proposer's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate amounts related to the Agreement shall be open to inspection and subject to audit and/or reproduction by the City's authorized representative to the extent necessary to adequately permit evaluation and verification of the terms and payments from the Agreement. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Proposer's records and personnel pursuant to the provisions of this provision throughout the term of any Agreement and for a period of three (3) years after final payment under the terms of the Agreement. A City or Medical Direction representative may ride as an observer on any Contractor ambulance at any time, provided that in exercising this right to inspection and observation, City and Medical Direction representatives shall conduct themselves professionally and shall not interfere with the duties of the Contractor's employees, and shall at all times be respectful of the Contractor's employer/employee relationships. City and Medical Direction representatives shall have the right to audit the reports and data that the Contractor is required to provide under the Agreement. Such audits will be conducted during normal business hours with a minimum of forty-eight (48) hours notice to the Contractor.

Contractor shall require all subcontractors, insurance agents, and material suppliers (Payees) to comply with the provisions of this article by insertion of the requirements hereof in a written Agreement between Contractor and Payee. Such requirements will also apply to subcontractors and sub-subcontractors, etc.

**65. Internal Risk Management/Loss Control Program**

The City believes that education and aggressive prevention of conditions in which accidents occur is the best mechanism to avoid injuries to patients and the Contractor's staff. Therefore, the City requires the Contractor to develop and implement an aggressive loss control program including, at a minimum, physical pre-screening of potential employees (including drug testing), initial and on-going driver training monitoring of driving performance, safety restraints for patients and caregivers, infectious/communicable disease training, lifting technique training, hazard reduction training, as well as involvement of employees in planning and executing its safety program.

**66. Health Insurance Portability and Accountability Act Compliance**

City and Contractor agree to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, related regulations, as amended ("HIPAA") in the event City or Contractor received patient records or information (Protected Health Information as defined by HIPAA). In particular, City and Contractor agrees to comply with the provisions set forth in Appendix F regarding such Protected Health Information. City's and Contractor's obligations under this sub-part shall survive the expiration or termination of this Agreement regardless of the reason for such termination.

**67. Contractor Communication with Arizona Department of Health Services**

The Contractor acknowledges and agrees that once the Agreement has been awarded the Contractor will inform the City of any communication between the Contractor and ADHS with reference to this Agreement. Such communication includes, but is not limited to, advising the City of any requests for written or verbal clarification from the ADHS, the content of replies to the requests for clarification, inclusion in any meetings with the ADHS regarding any Arizona Department of Health Services issues or concerns, etc.

**68. Additional Requirements for Ambulances**

Additional requirements for Ambulances are set forth in Appendix E.

**69. Product Endorsement/Advertising**

Contractor (and any supplier, subcontractor, etc) will not be permitted to use the name of the City for any endorsement without the expressed written permission of the City.

**70. "Lame Duck" Provisions**

Should Contractor be unsuccessful in subsequent emergency medical services and ground ambulance transport services Agreement award process, Contractor will, as required by the City, continue to provide Services required under the Agreement until a new contractor is selected and is performing services. Under these circumstances, Contractor will serve as a Lame Duck Contractor for a reasonable period of time. To assure continued performance consistent with the requirements of the Agreement for such period, the following will apply:

Contractor will continue all Services at the same level of effort and performance that were provided under the Agreement prior to the beginning of a new Agreement award process. The City recognizes that if a new contractor prevails in a future award process, Contractor may reasonably begin to transition the performance of services to the new contractor. The City will not unreasonably withhold its approval of Contractor's orderly transition process, including reasonable plans to relocate staff, relocate equipment, etc., but only to the extent that such transitioning does not impair the performance of services during the period. During any future Agreement award process conducted by the City, Contractor will permit its non-management personnel to discuss with competing organizations issues related to employment, if Contractor is not a Proposer. Contractor may, however, require that its non-management personnel refrain from providing information to a competing organization regarding Contractor's then current operations and Contractor may also prohibit its management personnel from communicating with representatives of competing organizations during such Agreement award process. However, once the City has made its decision regarding award, and in the event a new contractor is selected, Contractor will permit free discussion between its Tolleson based employees and the new contractor without restriction and without consequence to any employee.

**APPENDIX A  
TO  
SCOPE OF WORK  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND**

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**City of Tolleson Data and Statistics**

Population: 6,545 approximately

Square Miles: 6

Total Transports for calendar years 2008, 2009, and 2010: 76

Total ALS Transports for calendar years 2008, 2009, and 2010: 42

Total BLS Transports for calendar years 2008, 2009, and 2010: 34

The City makes no representation as to the accuracy of such information and it is provided to the Proposers for such use in the preparation of Proposals to the extent each Proposer determines appropriate under the circumstances.

The City guarantees no minimum number of instances requiring Services or dispatches for Services within or for any period of time.

**APPENDIX B  
TO  
SCOPE OF WORK  
TO  
PROFESSIONAL SERVICES AGREEMENT  
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THE CITY OF TOLLESON  
AND**

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**Ambulance Equipment List**

The items below are representative of equipment the Contractor may be required to supply on Ambulances.

1. AMBU Res-Cue replacement canister:  
AMBU Inc. #276 000 010
2. NAJO Backboard- with  
Ambu/NAJO redihold #NM1070-10850
3. Ferno K.E.D. Board:  
Ferno #IE-1250
4. H.A.R.E. Traction Splint with Aluminum ratchet- Adult  
Ferno #SP-4440 or equal
5. H.A.R.E. Traction Splint with Aluminum ratchet- Pediatric  
Ferno #SP-4430 or equal
6. S.T.A.R.T. Triage System Kit:  
BoundTree #681207  
NO EXCEPTIONS
7. Evac-U Splint Mattresses Adapter  
Hartwell Medical #EV 15 PSA
8. Blood Pressure Cuff- XL Adult
9. Blood Pressure Cuff- Adult
10. Blood Pressure Cuff- Pediatric
11. Autovent 2000  
Allied Healthcare Products INC. #L461

12. Stair Chair  
Ferno Model #42 or equal
13. Soft Breakdown or Scoop Stretcher
14. Blood Glucose Monitor  
Precision Xtra  
Abbott Laboratories #99837 or equal
15. Stethoscope
16. On board Suction Unit

**APPENDIX C  
TO  
SCOPE OF WORK  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND**

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**Ambulance Materials and Supplies List**

The items below are representative of materials and supplies the Contractor may be required to supply.

**AIRWAY**

1. Adult AMBU Bag with Mediport
2. Pediatric AMBU Bag with Mediport/Infant and Neonate size disposable BVM masks
3. Adult Stylette
4. Pediatric Stylette
5. Endolock Adult
6. Endolock Pediatric
7. Cric Kit with tools 6.5
8. Cric Kit with tools 5.5
9. Uncuffed ET Tubes/Stylette Combo 2.5-5.0
10. Cuffed ET Tubes/Stylette Combo: sizes 5.5-9.5
11. 6.0 Endotrol
12. 7.0 Endotrol
13. Bite Stick
14. B.A.M.M.
15. OPA: sizes 5.5-12
16. NPA: sizes 22fr.-36fr.
17. Combo In-line/handheld SVN setup
18. Pediatric High Flow Oxygen Mask
19. Pediatric Nasal Cannula
20. Adult Non-Rebreather Mask
21. Adult Nasal Cannula
22. CPAP Replacement Circuits
23. CPAP Replacement Masks
24. Green Line Disposable Laryngoscope Blades Miller 0, 1, 2, 3, 4
25. Green Line Disposable Laryngoscope Blades MacIntosh 2, 3, 4
26. Combitube 37 French
27. Autovent Circuit
28. Flex Guide ET Tube Introducer (“Boogie”) and Peds Size Flex Guide
29. Suction Tubing
30. Scort Suction Cannister

31. Suction Catheter - 6, 8, 10, 12, 14, 16, 18 Fr.
32. O2 Supply Tubing

### **INTRAVENOUS SUPPLIES**

1. Normal Saline 100 cc Bag
2. Normal Saline 250cc Bag
3. Normal Saline 1000cc Bag
4. Lactated Ringers 1000cc Bag
5. 15ga. Jamshedi I.O. Needle
6. 3.25" Angiocath Chest Needle: size 12ga
7. Protectiv Plus IV Catheters: sizes 14-24ga
8. Selec-3 IV Administration Set
9. Blood Tubing
10. Veni-Guard Sr.
11. Veni-Guard IV Start Kit
12. Sharps Shuttle
13. 2 gallon Sharps Container
14. Alcohol Preps
15. Easy IO drill and needles 15 and 18 Gauge
16. Pediatric Arm Board
17. Subclavian Set
18. 3ml Saline Bullets and 10ml Prefilled Syringe Saline Flushes

### **BANDAGING/ TAPE/ SPLINTING**

1. Medical Tape: sizes- .5", 1", 2", 3"
2. Medical "Duct" Tape
3. Trauma Dressing 10" X 30"
4. Trauma Dressing 5 X 9
5. Sterile 4" x 4" Gauze
6. Non-sterile 4" X 4" Gauze
7. Petroleum Gauze 4" X 4"
8. Triangular Bandage
9. Kling 3"
10. Band Aid 1" X 3"
11. Sterile Burn Sheet
12. Sterile Burn Towel
13. Sterile Burn Face dressing
14. Emergency Highway Blanket
15. Splint Small
16. Splint Medium
17. Splint Large
18. Elastic Bandage 3 X 5
19. Elastic bandage 6 X 5
20. Cervical Collar - Adult
21. Cervical Collar – Pediatric

22. Coban
23. Head block or AMBU Headwedge
24. Pelvic Sling
25. C-Spine Straps
26. Nail Polish Remover Pads

## **MONITORING**

1. 12-lead cardiac monitor
2. Adult Blue Dot Electrodes
3. Pediatric 3/pk Electrodes
4. Nasal CO2 Detector
5. Pediatric Nasal CO2 Detector
6. Adult/Pediatric Intubated CO2 Detector
7. Pediatric Oxisensor Pulse Oximeter Probe
8. Infant Oxisensor Pulse Oximeter Probe
9. Precision Xtra Test Strips
10. Safe-T-Pro Lancets
11. Blood Pressure Cuff – Neonate
12. Blood Pressure Cuff – Pediatric
13. Blood Pressure Cuff – Adult
14. Blood Pressure Cuff – Large Adult
15. Q-CPR Patches

## **SYRINGES/ NEEDLES**

1. 60cc Syringe with luer lock
2. 20cc Syringe with luer lock
3. 10cc - 12 cc Syringe with luer lock
4. 5cc Syringe with luer lock
5. 3cc Syringe with luer lock
6. 1cc Syringe with luer lock
7. 18ga Needle
8. 21ga Needle
9. Filter Needle

## **MISCELLANEOUS**

1. Disposable Penlight
2. Ammonia Inhalant
3. Alcohol Prep
4. Cold Pack
5. Heat Pack
6. 500 cc Irrigation Saline
7. Trauma Shears
8. O.B. Kit
9. Foil Baby Bunting

10. Umbilical Scissors
11. Band Aids
12. Glutose 15
13. Surgilube or equivalent water soluble lubricant
14. Nasal Gastric Lavage Tube: 10, 14 and 18 Fr.
15. Disposable Razor
16. Scapel # 11
17. Soft Restraints

## **PERSONAL PROTECTIVE EQUIPMENT**

1. Arm Sleeves
2. BioHazard Bags: Small, Medium and Large
3. Emesis Bags
4. Gloves Nitrile – Free Form EC Med, Large, X large and XX Large
5. N95 Respirator Mask: sizes medium and large
6. Vironox Hand Wipes
7. Personal Protection Kit
8. Sharps Shuttle
9. 1 gallon Sharps Container

**APPENDIX D  
TO  
SCOPE OF WORK  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND**

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**Ambulance Operations Guidelines**

The Fire Department provides Emergency Medical Services to the City of Tolleson, while an ambulance company supports the Fire Department with Emergency Transport Services.

In order to further develop the positive working relationship shared by these two organizations, the Tolleson Fire Department has created this guideline. The purpose of this guideline is to provide for a safe, consistent response from the City of Tolleson by clearly defining what the Department expects from Ambulance Transportation Services.

To further assist in the implementation of these guidelines, the guidelines may be used as a quick reference. The guidelines can be placed in the front of every Tolleson Map book in the ambulance fleet.

The Tolleson Fire Department realizes that not all situations that may be encountered in an emergency setting can be outlined in this document. However, by clearly defining the Fire Department's expectations and disseminating those expectations to response personnel within both agencies, a stronger more consistent system will result.

**General Procedures:**

1. **Appearance** – Ambulance employees are expected to dress and act in a professional manner at all times and in accordance with the Fire Department's grooming policy as may be amended from time to time by the City in its sole discretion. Uniforms shall be worn as intended, with shirts tucked in, boots zipped/tied, etc.

All ambulance personnel shall wear a complete uniform authorized by their employer when responding to all incidents in Tolleson. All uniforms must clearly identify the company name, the employee's EMS certification level, and the employee's name.

All uniform items must be maintained in a presentable condition. Unacceptable items include, but are not limited to, faded, worn or damaged, and severely cracked lettering. All head and outer wear shall contain company identification and must be approved by the employer.

2. **Communications** – Ambulance employees shall monitor the appropriate fire tactical radio channel throughout all incidents; from dispatch acknowledgement through arrival at the hospital or release from the incident. The Tolleson Fire Department expects that

all ambulance personnel are trained and familiar with radio communications procedures, are properly equipped to communicate with responding fire units and/or the Fire Department alarm room, and utilize the proper “Order Model” when conducting radio communications.

At a minimum, ambulance crews should communicate (via radio or MCT) the following times accurately to the Fire Department alarm room:

- Acknowledgement of Dispatch (Responding).
- Staged and/or On-Scene.
- Leaving for the hospital.
- Arrival at the hospital.
- Available (No Transport).

3. **Hazardous Incident Stand-by** -- One or more ambulances may be dispatched to certain incidents where Fire Department personnel are engaged in hazardous operations, to stand-by for emergency treatment and transportation. All assigned ambulances will be dedicated to the incident until released by COMMAND or until a transport is made. Normal dispatch protocols will apply (closest/more appropriate ambulance) and there will be no charge to the Fire Department for stand-by services of this type.

Ambulance personnel may be utilized to assist Fire Department personnel in the treatment, rehabilitation, and/or transportation of firefighters or civilians.

A single ambulance will automatically be dispatched by the Fire Department alarm room Code-2 (unless directed otherwise) to the following incidents:

- All “Working” structure fires (3-1 assignment or higher).
- All “Working” Hazardous Materials assignments in “heat stress management” conditions (whenever temperatures are expected to exceed 105 degrees or whenever the combination of air temperature and humidity equal a humidex index of 105 degrees).
- All First Alarm Brush fires (or greater) in “heat stress management” conditions (whenever temperatures are expected to exceed 105 degrees or whenever the combination of air temperature and humidity equal a humidex index of 105 degrees).
- Any “MayDay” assignment (ambulances to respond Code-3).

In addition, COMMAND may request additional ambulances or multiple ambulances to any type incident based on a risk assessment of Fire Department operations.

4. **Transfer of Patient Care** – Upon arrival, the ambulance crew should seek out the Fire Officer in charge of the scene for a report or assignment to assist with patient care. Prior to transport, the ambulance crew and the officer in charge (or his/her designee) shall cooperatively determine the patient's readiness for transport, transport urgency (Code 2 or 3), and hospital destination. All loading of patients into the ambulance will be under the direction of ambulance company personnel.

Patients requiring only BLS level care during transport may, at the discretion of the Fire Department personnel, be turned over to the care of ambulance personnel after a complete patient report and transfer of EMS Patient Encounter paperwork.

For patients requiring ALS care or continued assessment, the Tolleson Fire Department will maintain responsibility for patient care throughout the transport and until patient care is turned over to the receiving hospital, regardless of the ALS status of the responding ambulance.

Should the condition or number of patients necessitate more than one Emergency Medical Technician in the patient compartment to appropriately treat the patient(s), the Fire Department will provide personnel to maintain needed patient care during transport.

5. **Ambulance Arrival First** -- When an ambulance has arrived on the scene of an EMS incident prior to the arrival of a Fire Department unit, they should report on-scene and provide any pertinent response, location, or patient information via the Fire Department tactical radio channel.

The officer in charge of the subsequently arriving Fire Department unit will seek out the ambulance attendant in charge for a report on the condition of the patient, and any treatment that may have been provided. Following this transfer of information, the Fire Department will assume responsibility for patient care. A Fire Department paramedic may accompany the patient to the hospital.

6. **Hospital Diversion** -- If an ambulance is directed to transport to a receiving hospital that is in a diversion status, the ambulance crew should discuss destination options with the fire officer responsible for patient treatment prior to departing the scene. The fire crew will retain ultimate responsibility to decide the patient destination.

If the ambulance crew receives diversion status information after departing the scene with a BLS patient (no Fire personnel accompaniment), they should communicate any destination change to the Fire company providing initial care via MCT or the Fire Department alarm room.

7. **General Response Procedures** -- For interoperable consistency, the Tolleson Fire Department and all automatic aid partners conduct incident operations as outlined in the Phoenix Regional Operating Procedures. Ambulance employees are expected to be trained and familiar with pertinent Volume Two (Operations) and Volume Four (EMS) operational procedures, and should conduct operations accordingly. Upon request, the Fire Department will provide the ambulance company with copies of all pertinent procedure and Fire Department exceptions/additions.

For most medical incidents, after reporting on-scene, ambulance crews should report with their gurney and any necessary medical equipment to the fire officer in charge (usually a captain). Crews should park in a manner to protect the rear of the ambulance from traffic when possible.

8. **Incident Response Exceptions** -- Ambulance units responding to the specific incidents identified below should also follow these guidelines:

- **Major Medical Response (2-1-Medical or higher):**

- a. Turn off Siren before approaching the scene.
  1. Utilizing the Level I staging procedures (as outlined in SOP 205.06) on the assigned tactical channel, report:
    - Ambulance Unit ID.
    - Direction of Approach.
    - EXAMPLE: "Southwest 191 staged West"
- b. Park in a safe location, maintaining the ability to reposition if needed and monitor the assigned tactical radio channel until contacted by COMMAND with an assignment.
- c. If assigned a Level II staging location, respond directly to that location and report to the assigned STAGING OFFICER for assignment.
- d. When given an assignment, park as indicated and report to the assigned fire officer with the gurney and any necessary medical equipment for assignment.
- e. Prior to leaving for the hospital, report to the TRANSPORTATION OFFICER (if assigned) the patient ID/name, hospital destination, ambulance unit ID, and treating fire unit ID.
- f. Any responding ambulance company supervisors or management personnel will report to the TRANSPORTATION OFFICER upon arrival for assignment, unless directed otherwise by COMMAND.

- **Hazardous Incident Stand-by:**

- a. Unless directed otherwise, respond Code 2.
- b. Upon arrival, park in a safe location ½ - 1 block away (maintaining the ability to reposition as needed) in a manner so as not to impede fire department operations. On hazardous incidents, stage well outside the "Hot Zone".
- c. Utilizing the Level I staging procedures (as outlined in SOP 205.06) on the assigned tactical channel, report:
  1. Ambulance Unit ID.
  2. Direction of Approach.
  3. EXAMPLE: "Southwest 191 staged West"
- d. Stay with the vehicle and monitor radio traffic on the assigned Fire tactical radio channel(s) until contacted by COMMAND with an assignment.
- e. Do not participate in any fire suppression or hazardous activities.

- **Violent Incidents:** Violent incidents are defined as any type of incident in which Fire Department/Ambulance company members may be exposed to harm as a result of a violent or threatening situation. Based upon the circumstances of the violent incident, the Fire Alarm room will process fire units according to one of two modes:
  - a. Stage for Police Department (P.D.); Confirmed Patient(s)
  - b. Respond directly to a P.D. secured scene and proceed with caution.

The ALARM room will communicate the response mode via MCT and Radio, as well as through the ambulance company dispatch center. Units responding to incidents declared “STAGE FOR PD” should:

- a. Stage a minimum of ½ mile from the incident, out of sight of the incident, with at least two (2) means of egress (backing out doesn’t count).
- b. Units should turn off warning lights when staged and then turn them back on when completing the response to the scene. Turning off warning lights at the scene may reduce crowd attraction to the incident.
- c. Notify the ALARM room that the ambulance is staged and their location.
- d. The scene is only to be considered secured if the ALARM room gets a report from P.D. confirming that and relays that information to the crews assigned to the incident.
- e. Proceed to the scene and report on-scene via MCT or radio.

**APPENDIX E  
TO  
SCOPE OF WORK  
TO  
PROFESSIONAL SERVICES AGREEMENT  
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AND**

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**Additional Requirements for Primary Ambulances**

In addition to those requirements set forth in the RFP, and in order to ensure consistency of readiness and performance, the primary ambulances must meet the following specifications at Contractor's expense:

1. Equipment necessary to adequately and safely transport children under the age of eighteen (18);
2. The equipment, materials and supplies by "brand-name" identified in Appendices B and C above;
3. Radios meeting City specifications\* that are accessible from the patient treatment compartment of the ambulance and equipped with a compatible headset and microphone;
4. At least one dual-band handheld radio meeting City specifications\*;
5. A Mobile Computer Terminal unit meeting City specifications for receiving and transmitting dispatch and status notices;
6. A cell phone programmed for contacting medical control;
7. Automatic Vehicle Locator (AVL) equipment meeting City specifications;
8. The equipment necessary to facilitate participation in the ePCR system once the system is implemented;
9. Air-conditioning systems in the ambulance capable of adequately cooling both the patient treatment area and the operator's cab in the extreme desert climate of Tolleson, Arizona and its environs. The City prefers that each ambulance have auxiliary powered air-conditioning units and an indoor or shaded area for stationing.

The City reserves the right to require Contractor to carry additional equipment during the term of the Agreement and will give Contractor reasonable notice as provided for in the Agreement to make available such additional equipment.

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\* The City currently utilizes a VHF and 800 MHz radio system. Contractor must provide base, mobile and portable radios that enable voice interoperability by allowing the Contractor's dispatch center, ambulances and supervisors to communicate directly with Fire Department units and the Dispatch Center on radio channels and according to procedures established by the Fire Department.

**APPENDIX F  
TO  
SCOPE OF WORK  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND**

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**HIPAA Reporting Requirements**

- A. Terms used, but not otherwise defined, in this Appendix shall have the same meaning as those terms in 45 CFR Sections 160.103 and 164.501. For purposes of this Appendix, Business Associate means the City.
- B. Obligations and Activities of Business Associate. In conformity therewith, the Business Associate agrees that it will:
1. Not use or further disclose Protected Health Information (PHI) except as permitted under the Agreement or required by law.
  2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by the Agreement.
  3. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.
  4. Report to Contractor any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware.
  5. Ensure that any agents or subcontractors to whom Business Associate provides PHI, or who have access to PHI, or who the Business Associate receives PHI from, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI;
  6. Make PHI available to Contractor and to the individual who has a right of access as required under HIPAA within thirty (30) days of the request by Contractor regarding the individual;
  7. Incorporate any amendments to PHI when directed by Contractor;
  8. Provide an accounting of all uses or disclosures of PHI made by Business Associate as required under the HIPAA privacy rule within sixty (60) days; and
  9. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Contractor or Secretary of the Department of Health and

Human Services for purposes of determining Business Associate's and Contractor's compliance with HIPAA.

C. Permitted Uses and Disclosures by Business Associates. The specific uses and disclosures of PHI that may be made by Business Associate on behalf of Contractor include:

1. To perform functions, activities, or services for, or on behalf of, Contractor as specified in the Agreement and in compliance with the Privacy Rule;
2. For the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate;
3. As required by law;
4. Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.

D. Effective Date and Termination.

1. Notwithstanding any other provisions of the Contract, Contractor may terminate this Agreement if the Business Associate engages in conduct, which would, if committed by Contractor, result in a violation of the HIPAA privacy rule.
2. The termination of this Contract, Business Associate agrees to return or destroy all PHI received from, or created, or received by Business Associate on behalf of Contractor, and if return is infeasible, the protections of this Agreement will extend to such PHI.

EXHIBIT D  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND

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**City of Tolleson Performance Bond**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_, its successors or assigns, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the **City of Tolleson in the State of Arizona**, to the extent acting unanimously, referred to collectively as Obligee, in the maximum total penal amount of 1,000,000.00 in the aggregate, in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, firmly by these presents for actual monetary loss incurred by Obligee.

WHEREAS, Principal has entered into, with Obligee, those certain agreements, to provide emergency ambulance transportation services, respectively (the "Contracts"), and the Obligee has consented to accept this bond as security for the performance of the Contracts for the specified term of this bond and subject to the terms and conditions of this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform said contract during the term of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the term of this bond shall be for the period from \_\_\_(a one year time period as defined)\_\_\_\_\_, and any annual extensions of this bond shall be executed via Certificate of Continuation. The failure of the Surety to extend this bond at any annual bond anniversary shall not in itself be the basis for a claim against the bond. Any and all claims by Obligee shall be reimbursed by the Surety on the basis of reasonable, actual costs incurred by Obligee within a commercially reasonable timeframe. The Obligee, with the acceptance of this bond, acknowledges that the provisions and conditions of this bond are specifically incorporated in the Contracts as an amendment thereto and that the language of this bond shall supersede and preempt any Contract language to the contrary. Surety may cancel this bond at any time, without notice or demand, for failure to pay premium, collateral or other amounts due under this bond. Regardless of the number of extensions of this bond, the aggregate liability of the Surety is limited to the penal amount and shall not be cumulative.

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No right of action shall accrue on this bond to or for the use of any person, governmental entity or corporation other than the Obligee. Any suit under this bond must be instituted before the expiration of one (1) year from the first occurrence date of any event that forms the basis for the material service default underlying the Conditions Precedent unless such limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Signed and sealed on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_