



**Request for Proposal (RFP) for
Consultant Services for EMS Transport Services Contract**

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| Solicitation Number: | 10090123-24-K |
| Solicitation Issue Date: | April 26, 2024 |
| Pre-Proposal Conference: | No pre-proposal will be held. |
| Questions and Comments Due: | May 10, 2024 @ 12:00 p.m. |
| Proposal Due Date and Time ("Closing Date"): | May 28, 2024 @ 2:00 p.m. |
| Contract Terms: | One (1) year with an additional One (1) year renewal from Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions. |
| City Contact: | Kristine Kallek, Senior Procurement Contracting Officer kkallek@sandiego.gov (619)-236-6041 |
| Submissions: | <p>Proposer is required to provide one (1) original hard copy and one (1) electronic copy (e.g., thumb drive or CD), or an electronic proposal via PlanetBids, of their response as described herein.</p> <p>The City may require Proposers to submit original hard copies prior to execution of the contract if the PlanetBids electronic submission does not include an authorized electronic signature page (e.g., Adobe Sign, DocuSign).</p> <p>Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.</p> |

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090123-24-K,
CONSULTING SERVICES FOR EMS TRANSPORT SERVICES CONTRACT**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) Number 10090123-24-K, Consulting Services for EMS Transport Services Contract (hereinafter referred to as "Consultant" or "Contractor").

RECITALS

On or about April 26, 2024, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience and personnel necessary to provide the services.

City wishes to retain Contractor to provide **Consulting Services for EMS Transport Services Contract** as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Contract Administrator. The City of San Diego Fire Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Jodie Pierce, Deputy Fire Chief
600 B St Suite 1200 San Diego, CA 92101
619-533-4300
JLPierce@sandiego.gov

1.4 Written Authorization. City shall issue a written authorization to proceed before Contractor is authorized to perform Services.

ARTICLE II DURATION OF CONTRACT

2.1 Term. This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for one (1) additional year. Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$ 88,121 Initials: *KH*

Contractor must immediately inform the City when the cumulative value of work done under this Agreement exceeds eighty percent (80%) of the total compensation authorized in this article, or when it reasonably appears to Contractor that the cumulative value of work done under this Agreement may exceed the total compensation authorized in this article within forty-five (45) days. The City is not required to pay more than the maximum amount authorized.

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1st Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of any exceptions
or clarifications to the RFP, if any

4th Contractor's Pricing

5th Contractor's Proposal

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

AP Triton, LLC

Proposer

1309 Coffeen Avenue, Suite 3178

Street Address

Sheridan WY 82801

City

833.251.5824

Telephone No.

verwin@aptriton.com

E-Mail

BY:



Signature of
Proposer's Authorized
Representative

Kurt P. Henke

Print Name

Principal / Managing Partner

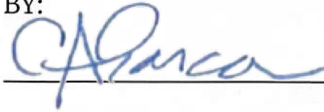
Title

09.18.2024

Date

CITY OF SAN DIEGO
A Municipal Corporation

BY:



Print Name:

Claudia C. Abarca

Director, Purchasing & Contracting Department

September 19, 2024

Date Signed

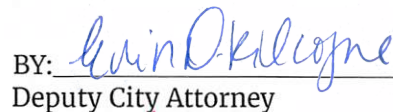
Approved as to form this 26 day of

September

, 20 24.

MARA W. ELLIOTT, City Attorney

BY:



Deputy City Attorney

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B – Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C – Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on th

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of

the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in

market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require proposers to interview and/or make an oral presentation if one or more proposals score within five (5) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within five (5) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

| | MAXIMUM EVALUATION POINTS |
|---|---------------------------------|
| A. Responsiveness to the RFP. | 20 |
| 1. Requested information included and thoroughness of response | |
| 2. Understanding of the project and ability to deliver as exhibited in the Executive Summary. | |
| 3. Technical Aspects clear and concise proposal presented in response to the requirements set forth in the RFP. | |
| 4. The Proposal's acceptance of the Exhibit B Scope of work and City's General Contract Terms and Provisions. | |
| B. Staffing Plan. | 20 |
| 1. Qualifications of personnel adequate for requirement | |
| 2. Clearly defined Roles/Responsibilities of personnel | |
| 3. Documentation proof for Staff who have passed/cleared any security background checks | |
| C. Firm's Capability to provide the services and expertise and Past Performance. | 35 |
| 1. Relevant experience of the Firm and subcontractors | |
| 2. Experience developing similar RFPs for other similar sized agencies. | |
| 3. Other pertinent experience | |
| 4. Past/Prior Performance | |
| 5. Capacity/Capability to meet The City of San Diego needs in a timely manner | |
| D. Price. | 10 |
| E. Mandatory Interview/ Oral Presentation. | 15 |
| 1. Thoroughness and Clarity of Presentation | |
| | MAXIMUM EVALUATION POINTS |
| SUB TOTAL MAXIMUM EVALUATION POINTS: | 100 |
| F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms* | 12 |
| FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE: | 112 |

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Consultant Award Tracking Form.

5. Statement of Economic Interest, Form 700. In accordance with the City's Conflict of Interest Code, the selected recruiter may be included in the list of designated employees required to complete a statement of economic interest disclosing relevant financial interests with the scope as directed by the City.

6. Conflict of Interest Certification.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B SCOPE OF WORK

A. BACKGROUND

The City of San Diego (City) administers an independent Emergency Medical Services system (EMS System) within its Exclusive Operating Area (EOA). The City's EMS System currently provides prehospital care and emergency ambulance transport through both the San Diego Fire-Rescue Department and third-party accredited ambulance providers. The City is requesting proposals from qualified and experienced EMS consulting firms to develop a process to award a qualified provider to deliver prehospital care and emergency ambulance transportation services throughout the City's EOA.

B. OBJECTIVE

The City intends to hire industry experts to develop a comprehensive request for proposal (RFP) for improved EMS System and ambulance transportation services.

C. SCOPE OF WORK AND DELIVERABLES

Proposer will be responsible for all aspects of the RFP development process, from initial needs assessment and stakeholder engagement to drafting the final RFP document and evaluation criteria.

- **Needs Assessment and Stakeholder Engagement:**
 - Evaluate the financial performance and impact of the City's EMS System since October 2023, utilizing available data on revenue and other relevant metrics.
 - Facilitate stakeholder engagement meetings with elected officials, City personnel, the City's Technical Committee (comprised of City-personnel designated subject matter experts), and other relevant stakeholders.
 - Analyze stakeholder input to understand community needs and expectations towards the City's EMS system.
- **RFP Development:**
 - Collaborate with the Fire Chief in developing the optimal model to develop the RFP for the ambulance transportation services.
 - Develop a detailed RFP outlining the City's requirements and expectations for the EMS System.
 - Define the desired technical specifications, service expectations, performance indicators, and evaluation criteria.
 - Ensure clear and concise language throughout the RFP document to promote easy understanding by potential vendors.
 - Ensure the RFP complies with all applicable laws and regulations.
- **Procurement Support:**
 - Recommend a scoring system for evaluating proposals based on established criteria.
 - Schedule and facilitate meetings with stakeholders throughout the procurement process.
 - Provide guidance on the RFP dissemination process and vendor selection.
 - Offer support during the selection phase as needed (optional).

- **Deliverables**

- Presentation summarizing the needs assessment findings and stakeholder feedback.
- Finalized RFP document for the EMS system and Ambulance Transportation Services (ATS) plan.

D. TIMELINE

The City will provide a specific timeline for the project upon selection of the consultant.

E. QUALIFICATIONS AND EXPERIENCE

Proposers must meet the following minimum qualifications and provide the following information to enable the City to evaluate the Proposer's qualifications and experience:

1. Proven experience in developing RFPs for complex public safety systems, particularly EMS systems.
2. Minimum of five years' experience working with fire-based EMS transportation agencies in the state of California
3. Proposer must provide a list of a minimum of two projects (successfully completed or in progress) that the Proposer has undertaken within the past 10 years related to the specifications described herein.
4. Specific Experience: Identify the individuals, key personnel, including name, title, and relevant experience, who will be responsible for overall account management.
5. Strong understanding of the 2023 California EMS System Strategic Plan and its key principles.
6. Provide a brief description of the Proposer's approach to the development of work plans or strategies for similar clients in the past.
7. Expertise in Public Provider Ground Emergency Medical Transport (PP-GEMT) programs.

F. PROJECT TEAM

Proposer must propose a team (Project Team) to perform the services described as part of their proposal. Proposer must submit a resume for each proposed team member and identify the position and level of involvement for each member with regards to the provision of services. Any changes to the original proposed Project Team require written approval from the Contract Administrator identified in the RFP, Section 1.3 Contractor Administrator. Proposer must provide a brief explanation for the change and applicable resumes at the time of the request.

G. REFERENCES

Proposer must demonstrate that they are able to perform the work as specified in this RFP. The City reserves the right to contact references not provided by the Proposer. References must be submitted on the Contractor Standards Pledge of Compliance form attached to this RFP. Proposer cannot provide a current City of San Diego staff member as a reference. If a City staff member is provided, the Proposer will be required to provide an additional reference.

Proposer is required to state all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor on the form attached to this RFP.

The City may rely on references as part of the evaluation process. The City reserves the right to take any or all of the following actions: reject a proposal based on an unsatisfactory reference, contact any person or persons associated with the reference, request additional references, contact organizations known to have used in the past or currently using the services supplied by the Proposer or the Proposer's Subcontractors (as listed in Contractor Standards Pledge of Compliance form attached to this RFP), and contact independent consulting firms for additional information about the Proposer or the Proposer's Subcontractors.

H. PRICE SCHEDULE

The City will evaluate Section 1: Cost for Deliverables to assess points for Cost in accordance with the Exhibit A, 3.6 Evaluation Criteria, D. Price. Therefore, Proposer must submit pricing on the form and format provided herein, and in its entirety, to be considered responsive to this RFP. Any deviations from the Pricing Schedule will be considered non-responsive and unacceptable. Pricing must be inclusive of all fees and costs associated with the cost of services as described in the RFP, including office rent, telephone, facsimile, postage, photocopying, support services and overtime, travel and any other expenses incurred in the course of performing the work. No other fees, costs, or other charges will be considered.

SECTION 1: COST FOR DELIVERABLES

Proposer must include all associated costs, in the form and format herein, for deliverables as described in the RFP.

| Deliverable | Price |
|---|-----------------|
| Section 1: Project Initiation | \$35,657 |
| Section 2: Evaluation of Current Conditions | \$19,222 |
| Section 3: RFP Development | \$27,020 |
| Section 4: Procurement Support | \$6,222 |
| TOTAL SECTION 1 | \$88,121 |

SECTION 2: ADDITIONAL SERVICES

The City may request additional services within the scope of work described in the RFP. Proposer must provide specific job title and hourly rates for any potential additional services. Additional services will not be evaluated in accordance with Exhibit A, 3.6 Evaluation Criteria.

| Title | Hourly Rate |
|------------------------------|--------------|
| <i>Ex. Managing Director</i> | <i>\$395</i> |
| | |
| | |
| | |
| | |



THE CITY OF SAN DIEGO

GENERAL CONTRACT TERMS AND PROVISIONS

APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I

SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II

CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

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

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.



City of San Diego
California

Proposal to provide

EMERGENCY MEDICAL SERVICES Transport Services Contract Consulting

May 2024

Solicitation #: 10090123-24-K



AP TRITON
VISION • INNOVATION • SOLUTIONS

TAB B:

EXECUTIVE SUMMARY & RESPONSES TO SPECIFICATIONS

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EXECUTIVE SUMMARY

The City of San Diego operates an exclusive and robust EMS system, delivering prehospital care and emergency ambulance transportation through a combination of the San Diego Fire-Rescue Department and accredited third-party providers. Recognizing the need for continual improvement and adaptation in its services, the City seeks to overhaul its process for selecting an EMS provider to ensure superior, efficient, and responsive care for its community.

The primary objective of this project is to engage industry-leading expertise to construct a detailed and effective RFP that will guide the selection of a qualified provider capable of meeting the growing and evolving needs of San Diego's diverse population. AP Triton understands that this RFP must reflect the City's dedication to quality, innovation, and community responsiveness in its EMS offerings.

AP Triton will take a comprehensive approach to the project, beginning with a thorough needs assessment to evaluate the financial and operational performance of the existing EMS system since October 2023. This assessment will form the foundation for understanding the current landscape and identifying areas for enhancement.

Stakeholder engagement is critical in this context, as the EMS system directly impacts numerous community members and sectors. AP Triton plans to facilitate inclusive and constructive dialogues with elected officials, city personnel, technical experts, and the wider community to capture a broad spectrum of insights and expectations. This engagement will be structured to ensure that all voices are heard, and that the resulting RFP is reflective of the collective community will and aligned with best practices in EMS provision.

The development of the RFP document itself will require close collaboration with the City's Fire Chief and EMS technical committee to ensure that the scope, specifications, and evaluation criteria are well-defined, attainable, and aligned with legal and regulatory standards. The RFP will aim to attract competent bidders who can elevate the City's EMS services to new levels of excellence and efficiency. Continuing to work with stakeholders through the procurement process and providing guidance on the RFP scoring and selection phases.

AP Triton, with our long history of working with the City of San Diego, is uniquely equipped to guide the City through this critical development process. The familiarity we have with the past system struggles and recent emergency redesign is invaluable in assisting the City in evaluating future system designs. Our approach is built on a foundation of past experience with the City, empirical analysis, stakeholder collaboration, and strategic foresight. By choosing AP Triton, the City will partner with a team that is not only skilled in EMS system enhancement but also deeply committed to the principles of community-focused healthcare improvement. We are excited about the opportunity to continue contributing to San Diego's legacy of excellence in emergency medical services and look forward to the potential of working together to shape a safer, healthier future for all its residents.

PROJECT APPROACH & SCOPE OF WORK

SECTION ONE—PROJECT INITIATION

Task 1-A: Project Initiation & Development of a Work Plan

AP Triton will meet virtually with San Diego City's project team and/or liaisons. The purpose will be to develop a complete understanding of the department's background, goals, and expectations for the project.

AP Triton's Project Manager will develop and refine a proposed work plan that will guide the Project Team. This work plan will be developed identifying:

- Project team members responsible for each task
- Major tasks to be performed
- Resources to be utilized
- Methods for evaluating study results
- Monthly Progress Reporting schedule (Task 1-D)
- Any potential constraints or issues related to accomplishing specific tasks

The benefits of this process will be to develop working relationships between the AP Triton Project Team and the San Diego City Team and determine communications processes, and identify logistical needs for the project.

Task 1-B: Acquisition of Information & Data

AP Triton will request pertinent information and data from San Diego City and any other agencies as necessary. This information is critical and will be used extensively in the various analyses and development of the report. Thoroughly researched and relevant studies will be included during AP Triton's review. With the recent studies AP Triton has performed for the City much of this information has been reviewed and will only need to be updated as needed. The documents and information relevant to this project will include, but not be limited to, the following:

- Any past or current emergency service studies, research, and/or Standards of Cover assessments
- Community Comprehensive Plan documents, including current and future land-use information
- Local census, economic, and demographic data
- Local Geographic Information Systems (GIS) data
- Zoning maps and zoning codes
- Financial data, including debt information, long-range financial plans, revenue sources, and projections
- Administrative policies and procedures
- Standard Operating Guidelines (SOGs) and service delivery practices
- Current service delivery and response time performance standards, objectives, and targets
- Information on training programs, life-safety and prevention programs, and special operations
- Fire station facilities (as well as any training center and separate administrative facilities) and apparatus inventories
- Local collective bargaining agreements
- Automatic and mutual aid agreements
- Records management data, including National Fire Incident Reporting System (NFIRS) incident data
- Computer-Aided Dispatch (CAD) incident records
- Any other documents and records necessary for the successful completion of the project

Task 1-C: Stakeholder & Community Input

The AP Triton Project Team will conduct on-site interviews and gather information from key personnel and stakeholders. Some information may be acquired through the use of electronic forms, online surveys, and/or telephone interviews. Key tasks for stakeholder engagement include:

- Identify and categorize key stakeholders including elected officials, City personnel, City technical committee, emergency service providers, hospitals, and other members of the EMS system.
- Develop a stakeholder engagement plan detailing the approach for interaction and information gathering.
- Facilitate workshops and meetings with stakeholders to discuss their views and gather input on the EMS system.
- Compile and analyze all feedback to extract key themes, priorities, and expectations for the EMS system.
- Prepare a report summarizing stakeholder needs and recommendations for the RFP.

From these interviews, AP Triton will obtain additional perspectives on operational, economic, and policy issues facing the fire department and ambulance transport system.

Task 1-D: Monthly Progress Reporting

To maintain transparency and facilitate smooth communication throughout the project, the AP Triton team will provide San Diego City with a monthly progress report. The schedule for these reports will be negotiated during project initiation.

The monthly report will cover the following areas:

- **Project Milestones:** Overview of key achievements and milestones reached during the reporting period.
- **Task Status:** Update on the status of each task or deliverable, including any challenges encountered and how they are being addressed.
- **Next Steps:** Outline of the goals and objectives set for the following reporting period.

This monthly progress reporting mechanism aims to ensure that San Diego City is always fully informed and involved in the project, facilitating collaborative decision-making and timely adjustments as needed.

SECTION TWO—EVALUATION OF CURRENT CONDITIONS

An evaluation of the current ambulance system conditions will assist in identifying areas to address in the next RFP. AP Triton will focus on updating and identifying changes since our system report dated April 2024.

Task 2-A: Organization Overview

An overview of the department and the communities served will be developed addressing:

- Service area population and demographics
- Description of the current service delivery infrastructure
- Governance and lines of authority
- Organizational design
- Operating budget, funding, fees, taxation, and financial resources

Task 2-B: Financial Performance & Impact Review

AP Triton will thoroughly assess the financial health and operational impact of the EMS system since October 2023, utilizing comprehensive data analysis to inform the development of the new RFP. This will include, but not be limited to:

- **Revenue Analysis:** Examine all revenue streams associated with the EMS system, including payer mix, transport volume, government funding, service charges, and any other sources.
- **Cost Analysis:** Break down the expenses related to EMS operations, focusing on fixed and variable costs, capital expenditures, and any unexpected costs incurred during the specified period.
- **Profitability and Cost Efficiency:** Calculate key financial ratios such as profit margins and cost efficiency ratios to assess the financial sustainability of the EMS system.

Task 2-C: Service Delivery & Performance

To the extent data is available, AP Triton will review and observe areas affecting ambulance transport service levels and operational performance. The focus will be on changes since our last report. These will include, but not necessarily be limited to:

- **Service Demand Study**
 - A service demand study that will analyze and geographically display current service demand by incident type and temporal variation.

- **Distribution Study**
 - Overview of the current station and ambulance deployment strategy, analyzed through Geographic Information Systems (GIS) software, with identification of service gaps and redundancies in initial unit arrival.
- **Response Reliability Study**
 - Current workload, including unit hour utilization (UHU) and Time on Task (TOT).
- **Historical Performance Summary**
 - Analysis of actual and historical system reflex time performance, analyzed by individual components including but not limited to call processing time, turnout time, travel time, total response time.
 - Response time performance of ambulances.
 - Other analyses necessary to determine operational performance, which will include the location of the current fire stations and potential location for additional stations, if indicated.
- **Capacity Study**
 - A study of the maximum emergency service capability of the ambulance resources.
- **Effectiveness of Inter-Jurisdictional Response**
 - Analysis of the effectiveness and benefits of emergency services provided by SDFD and its partners.
 - Service demand and impact of automatic and mutual aid responses provided and received.
- **Identify System Weaknesses and Needs**
 - List system weaknesses in service delivery that should be addressed in RFP.
- **Any other analyses necessary to inform the development of the new RFP.**

Task 2-D: Population Growth & Service Demand Projections

AP Triton will review and develop projections as follows:

- An interpretation of available census and community development data will be provided, indicating:
 - Population history
 - Census-based population growth projections
 - Community planning-based population growth projections

Population growth projections, along with historical and forecast incident rates, will be utilized to develop projections for future service demand.

Task 2-E: Strategic Goals

AP Triton will develop suggested strategic goals from all the input and data collected to aid in the development of the RFP. These will include, but not necessarily be limited to:

- Response time guidelines
- ALS vs BLS response recommendations
- Deployment plan including unit hours
- Use of Multiple Providers or Hybrid In-house and Private Provider
- Further integration of Mobile Integrated Health programs
- Inter-Jurisdictional Response
- Update Performance Indicators

Task 2-F: Report Review & Finalization

AP Triton will produce a draft Current Conditions and Financial Performance & Impact Review, including stakeholder feedback, goals, and effectively communicate the findings and recommendations to the City of San Diego.

- **Draft Production:** AP Triton will develop an electronic draft of the report. The draft will include detailed narrative analysis, clearly designated findings and recommendations, and supporting visual aids such as charts, graphs, GIS maps, and diagrams to enhance understanding.
- **Technical Review:** Engage with the City representatives for a technical review, providing opportunity for feedback and discussion to refine the content.
- **Finalization:** Incorporate feedback from the City to finalize the Current Conditions and Financial Performance & Impact Review.
- **Final Presentation:** Conduct the final presentation to City representatives and other designated stakeholders that summarizes the report, methodologies, primary findings, and recommendations.

SECTION THREE—RFP DEVELOPMENT

In this section, AP Triton will draft a comprehensive RFP document that outlines the requirements for the EMS system.

Task 3-A: RFP Framework Design

AP Triton will organize a series of structured workshops with the Fire Chief and the City's Technical Committee to collaboratively design the RFP's structure. The focus will be on aligning the RFP framework with the EMS system's strategic goals and operational realities. This includes:

- Collaborate with the Fire Chief and the City's Technical Committee to design the structure and content of the RFP.
- Develop sections on minimum qualifications, technical specifications, service expectations, financial, workforce and diversity, performance indicators, future system enhancements, and legal requirements:
 - **Minimum Qualifications:** Outline needed minimum qualifications including years providing ambulance service, organizational experience, and leadership.
 - **Technical Specifications:** Specify the technical requirements for EMS equipment, technology systems, and operational protocols. Include requirements for interoperability with existing City systems.
 - **Service Expectations:** Define clear service delivery standards such as response times, coverage areas, standby and special events, and patient care standards. Identify community involvement and activity requirements. Ensure these are measurable and aligned with national EMS benchmarks.
 - **Financial:** Define budget and fiscal sustainability. Identify fees and billing policies.
 - **Workforce and Diversity:** Outline priority of ensuring culturally responsive patient care with emphasis on workforce diversity to ensure equity in serving the community. Define values, policies, and structures that will enable staff to work effectively cross-culturally and mirror the diverse nature of the City. Identify employee safety and wellness needs.
 - **Performance Indicators:** Develop specific and quantifiable performance metrics that providers must meet or exceed. Include both qualitative and quantitative measures.

- **Future System Enhancements:** Define expectations to work closely with system partners to optimize compliance with the objectives of the City and the Triple-Aim goals of the state.
- **Legal and Regulatory Compliance:** Detail all applicable local, state, and federal regulations that potential providers must adhere to, including licensing requirements and data privacy laws.

Task 3-B: Drafting and Review

AP Triton will utilize the insights and inputs from stakeholder interviews, community input, collaborative workshops, and baseline current conditions review to draft the initial RFP document. AP Triton will ensure the language is clear, concise, and free of ambiguity to facilitate accurate responses from bidders. AP Triton will facilitate a structured review process involving multiple stakeholders, including legal advisors, financial analysts, and operational managers, and utilize their feedback to refine and improve the draft. Key deliverables include:

- Draft of the RFP document, ensuring clarity and compliance with all applicable regulations.
- Conduct comprehensive reviews with City officials and revise the document based on feedback.

Task 3-C: Finalization and Approval

AP Triton will consolidate all feedback and finalize the RFP document, paying particular attention to the clarity of requirements and the inclusiveness of evaluation criteria. Following this, AP Triton will present the final draft of the RFP to the City officials in a formal meeting.

- Prepare the final draft of the RFP, incorporating all necessary adjustments.
- Present the final RFP to the City for approval and make any required changes.

SECTION FOUR—PROCUREMENT SUPPORT

AP Triton will support the City in the proposal evaluation process, ensuring transparency, fairness, and effectiveness.

Task 4-A: Evaluation Support

AP Triton will work with the City's stakeholders to define clear, measurable criteria based on the RFP requirements, such as technical capabilities, cost-effectiveness, innovation, and alignment with local EMS strategies.

- Develop a scoring system and evaluation criteria in consultation with the City.
- Train City personnel on the evaluation process to ensure consistency and fairness in proposal assessment.

Task 4-B: Selection Phase Support

AP Triton will provide additional support as needed during the critical selection phase. Key support during this task includes:

- Facilitation of meetings and discussions during the proposal evaluation phase.
- Advisory support during the selection of the final service provider.
- Acting as an advisor during negotiations, providing insights on industry standards and practices to ensure favorable terms for the City.
- Offering analysis and feedback on the final selection, helping to justify decisions based on comprehensive evaluation data.
- Assist in resolving any conflicts or issues that arise during the selection phase, providing mediation support and alternative solutions as needed.

Project Deliverables

- Project work plan
- Needs assessment report
- Stakeholder engagement report
- Draft and final RFP documents
- Scoring and evaluation guidelines

ESTIMATED PROJECT TIMELINE

Project Completion Timeline

Based on our extensive experience in conducting a wide array of analyses across public safety disciplines, including but not limited to fire service, emergency medical services, and law enforcement, we propose an estimated timeline of 6–9 months for the successful completion of the project. It is important to emphasize that the proposed timeline will commence only upon our receipt of all the necessary information and data required to conduct a thorough and accurate evaluation of the project scope. We have allocated two weeks for the client's technical review of the draft deliverables. Please note that any additional time needed for reviews or modifications will result in an extended project timeline.

While the 6–9-month window is our standard estimated timeframe, our team remains committed to completing the project as efficiently as possible without compromising the quality of our work. Our experienced consultants are dedicated to delivering actionable recommendations and high-quality outputs that align with the project's objectives.

The success of this project is contingent upon a collaborative relationship between our team and the City of San Diego. We value open communication and will provide regular updates on the project's progress, as well as any adjustments that may be needed to the initial timeline.

Our priority is to provide City of San Diego with comprehensive and insightful evaluations, complete with actionable and sustainable recommendations. Should opportunities arise to expedite specific tasks or processes, we will actively pursue them in order to deliver the final report in the most efficient manner possible.

Estimated Time to Complete the Project: 6–9 months

| Project Section | — Month — | | | | | | | | |
|---|-----------|---|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| Section 1: Project Initiation | | | | | | | | | |
| Section 2: Evaluation of Current Conditions | | | | | | | | | |
| Section 3: RFP Development | | | | | | | | | |
| Section 4: Procurement Support | | | | | | | | | |

ABOUT AP TRITON

Contact Information

The headquarters of AP Triton, LLC is located in Sheridan, Wyoming. Consultants and other subject matter experts (SME) are located throughout the United States.



Address: 1309 Coffeen Avenue Suite 3178, Sheridan, WY 82801



Phone: 833.251.5824 (toll free)



E-Mail: info@aptriton.com



Website: www.aptriton.com

About AP Triton

Established in 2014, AP Triton is a leading provider in the public safety industry with a proven track record in the fire service, emergency medical services, law enforcement, fire prevention, and life-safety programs. Our extensive experience spans a wide range of disciplines, enabling us to offer comprehensive solutions tailored to the unique needs of our clients.

Our team of consultants brings a wealth of expertise and has successfully executed numerous projects, including Master Plans, Strategic Plans, Emergency Operations Plans, Community Risk Assessments/Standards of Cover, Consolidation Feasibility Studies, EMS System Analyses, Staffing Studies, Agency Evaluations, Cost Recovery and Valuation Studies, and Fire Station Location Studies. We pride ourselves on our ability to deliver high-quality and actionable recommendations that drive positive change.

At AP Triton, we understand that traditional approaches to public safety may not always yield optimal results. That's why we prioritize innovative thinking and creative problem-solving. We believe that sustainable solutions require a forward-thinking mindset, and we bring our experience and expertise to help our clients overcome challenges and seize opportunities.

With our deep understanding of public safety departments of all sizes, AP Triton is uniquely positioned to address the specific needs of the City of San Diego. Our consultants have decades of experience working with diverse organizations, and we leverage this knowledge to provide customized, practical, and effective solutions. We take the time to listen to our clients, understand their local issues, and develop strategies that promote long-term success.

AP Triton is currently engaged in a comprehensive EMS Optimization & Feasibility Study for the City of San Diego Fire-Rescue Department, which positions us uniquely to understand and meet the specific needs of the City's EMS system. Our ongoing project involves a thorough review of the existing ambulance transport system, including the evaluation of current contracts and contractor performance. We have closely examined the interactions between the City of San Diego and their existing EMS provider, Falck, to identify areas for contract amendments and emergency actions that ensure public safety is maintained at the highest level. Moreover, our detailed analysis extends to exploring various EMS delivery system models aimed at increasing efficiency, cost-effectiveness, and patient-care quality within the San Diego Fire-Rescue Department. This in-depth involvement with the City's EMS framework provides AP Triton with intimate knowledge of the local EMS operations and challenges, making us the best choice for developing a new and improved RFP process. Our established relationship with key city stakeholders and our ongoing commitment to enhancing San Diego's EMS services, underscore our alignment with the City's long-term goals for a sustainable and high-quality EMS system.

When it comes to innovative solutions, unparalleled expertise, and a commitment to your success, AP Triton is the partner you can rely on. Let us help you transform your public safety operations and achieve your goals in the most efficient and sustainable way possible.

AP Triton's Approach to Projects

AP Triton's approach to projects demonstrates our deep understanding of your expectations. With our extensive experience working with fire departments, fire districts, EMS organizations, and various emergency services agencies across diverse communities in the United States, we bring a wealth of knowledge and expertise to every engagement. Key elements of Triton's methodology include:

- **Thorough Understanding:** We ensure a complete understanding of the project background, goals, objectives, and the complex issues that need to be addressed. This allows us to develop tailored solutions that align with your specific needs.

- **Comprehensive Scope of Work:** We develop a well-designed and practical scope of work (SOW) and workplan that actively involve key stakeholders, leadership, and other relevant individuals. This collaborative approach ensures that all perspectives are considered and results in a robust project plan.
- **Advanced Tools and Technologies:** Triton leverages state-of-the-art GIS mapping, computer modeling, data analysis tools, and web-based communication technologies to enhance project outcomes. These sophisticated tools enable us to provide accurate analyses, insightful recommendations, and efficient collaboration.
- **Web-based Communication Platform:** To facilitate seamless communication and collaboration throughout the project, we utilize secure cloud-based data-sharing applications to create an online project site. This platform allows the client and project team members to collaborate effectively. Additionally, we employ virtual conferencing software for client communications and presentations.
- **Subject Matter Experts:** We engage experienced subject matter experts (SMEs) with in-depth knowledge of the fire service, EMS, and other related emergency services disciplines. Our team also includes experts in GIS and data analysis, ensuring comprehensive expertise is applied to your project.
- **Commitment to Timeliness:** We are committed to delivering projects and deliverables within the requested timeline while maintaining high standards of quality. Our dedicated team works diligently to meet or exceed your expectations, ensuring timely completion.
- **Clear and Accessible Reports:** We provide high-quality printed and bound reports that present clear contents and actionable recommendations. Our reports are designed to enable easy comprehension for clients, key stakeholders, and community members alike.

At Triton, we combine our extensive experience, advanced tools, collaborative approach, and commitment to excellence to deliver successful projects that meet your expectations.

Best Practices & National Standards

Based on the type of project and study requirements, Triton will refer to and utilize current industry best practices, along with relevant national standards promulgated by a wide variety of associations and organizations that develop consensus standards for the fire service, EMS, communications, and other related services. These may include the *National Fire Protection Association (NFPA)*, *Center for Public Safety Excellence (CPSE)*, *Commission on Accreditation of Ambulance Services (CAAS)*, and other organizations.

AP Triton utilizes a multi-faceted approach to providing recommendations for our clients. The following encompasses our best practices:

- **Understand client needs:** Triton begins by thoroughly understanding the specific needs and goals of your agency. This allows us to tailor our recommendations accordingly.
- **Develop a work plan:** Triton collaborates with the client to develop a work plan that outlines the goals, objectives, and action steps required to achieve desired outcomes of the project. This ensures the plan is realistic, measurable, and aligned with industry standards and best practices.
- **Engage stakeholders:** Triton involves key stakeholders, including elected officials, personnel, and management representatives, throughout the consulting process. Stakeholder input and buy-in are crucial for the successful implementation and sustainability of any recommended changes.
- **Conduct a comprehensive assessment:** Triton conducts a thorough assessment of the existing organization(s). We identify areas for improvement and prioritize them based on their impact and feasibility.
- **Enhance operational efficiency:** Triton identifies opportunities to optimize operational processes.
- **Focus on continuous training and education:** Triton emphasizes the importance of ongoing training and education. We promote a culture of continuous learning, keeping up with the latest industry advancements, protocols, and technologies.
- **Incorporate data-driven decision-making:** Triton utilizes data and analytics to drive decision-making recommendations.
- **Foster collaboration and partnerships:** Triton encourages collaboration between agencies when possible. These relationships facilitate information sharing, coordination, and mutual support to enhance services and outcomes.
- **Ensure compliance with regulations:** Triton strives to stay current with local, state, and federal industry regulations.
- **Monitor and evaluate progress:** Triton assists our clients in establishing systems for monitoring and evaluating the implementation of our recommendations and the overall performance of your organization.

Every organization is unique; therefore, AP Triton adapts these best practices to fit the specific context and needs of your agency.

PROJECT TEAM QUALIFICATIONS

AP Triton is dedicated to partnering with highly experienced and qualified public safety consultants. We have a diverse pool of individuals with extensive knowledge and expertise to meet a wide range of client needs. At Triton, we approach each project with unwavering commitment, treating it as our top priority. We are confident that AP Triton is the ideal choice to provide you with reliable EMS transport consulting solutions that cater to your present and future requirements.

Our Project Team boasts a wealth of experience across various locations throughout the United States. Our approach to assembling Project Teams is meticulous, considering each associate's background, education, experience, and expertise. This ensures that we match the right individuals to the specific tasks required to successfully address your agency's unique needs. As you will discover in the following biographies and resumes, each team member brings a distinct set of skills and valuable past experiences that will greatly benefit this project.

By choosing AP Triton, you gain access to our exceptional talent pool and a customized team equipped to deliver optimal solutions tailored to your specific requirements. We are committed to exceeding your expectations and providing you with unparalleled expertise and support throughout the project.

Project Management Structure

AP Triton's project teams have developed strong organizational skills and adaptability to effectively balance their workload and ensure successful outcomes across various engagements. Triton manages multiple projects simultaneously while ensuring high-quality work and meeting client expectations with the following strategies:

- **Team:** Triton customizes each team, matching our associates' skills and expertise to each client's specific needs. We delegate specific tasks or engage a team to assist with certain aspects of the project. By leveraging the expertise and skills of others, we can distribute the workload and maintain productivity.
- **Time Management & Task Prioritization:** Effective time management is crucial for consultants. They prioritize tasks, set deadlines, and allocate dedicated time blocks for each project. This helps them stay organized and focused on delivering results.
- **Project Planning:** Triton creates work plans that outline key deliverables, milestones, and timelines for each project. This provides us with a clear roadmap and ensures we remain on track with our commitments.
- **Effective Communication:** Clear and proactive communication with clients is essential. Triton keeps our clients informed about project timelines, progress, and any potential challenges. This transparency fosters trust and helps us manage client expectations.
- **Leveraging Technology:** Consultants utilize various tools and technologies to enhance their productivity and efficiency. Project management software, communication platforms, and collaborative tools enable seamless coordination, document sharing, and real-time updates.
- **Efficient Work Processes:** Triton is constantly evaluating quality assurance and quality improvement. We develop efficient work processes and methodologies based on our experience and industry best practices. We strive to streamline repetitive tasks, leverage templates and frameworks, and adopt standardized approaches to optimize our workflow.
- **Prioritization & Focus:** Triton's designated Project Manager is available for the duration of the assigned project. They lead the team and assist our associates and subject matter experts in prioritizing their tasks based on project urgency, client needs, and strategic importance.
- **Collaboration:** Our project teams do not operate in a silo. We possess a pool of expertise and resources. Our project teams collaborate to share insights, seek advice, and leverage collective knowledge to deliver high-quality results.

Richard Buchanan, MA, BA
Project Manager**Summary of Qualifications**

Mr. Buchanan has been in emergency service for 33 years. His diverse background began as a volunteer in a small rural ambulance service. After several years in an urban setting gaining Paramedic experience, he returned to a rural setting and became the EMS Director for Gunnison Valley Hospital. During this time, he took a BLS volunteer agency to a paid ALS system serving over 3,000 square miles. After 16 years in leadership, he transitioned to the South Metro Fire Department serving an additional 17 years in a variety of capacities including paramedic, company officer, EMS certification program development, Type I Haz-Mat team coordinator, and EMS Operations Officer. Over the past three years, he has provided full-time consulting services focusing on the development of master plans, organizational assessment, strategic planning, and standards of cover studies.

Mr. Buchanan provides training throughout Colorado in most areas of prehospital care and the management of hazardous material events. He has also consulted with fire and EMS Department to conduct utilization studies and implement asset management programs focusing on inventory distribution, cost reduction, and efficacy. Mr. Buchanan holds a Master's Degree in Organizational Leadership, a Graduate Certificate in Project Management, and a Bachelor of Arts in Business Administration.

Educational Background

- Bachelor of Arts Degree—Business Administration—Western State University
- Master's Degree—Organizational Leadership—Regis University
- Graduate Certificate—Project Management—Regis University

Professional Experience

- Project Manager, AP Triton
- Project Manager, Emergency Services Consulting International
- Company Officer, South Metro Fire Rescue, Colorado
- HazMat Technician, South Metro Fire Rescue, Colorado
- EMS Instructor, Centura Health, Colorado
- EMS Director, Gunnison Hospital, Colorado

Relevant Experience

- LEAN Facilitator
- Just Culture Facilitator
- Certified Instructor (ACLS, PALS, Colorado EMS)
- Adjunct EMS Instructor, Centura Health, Denver Health, Lutheran Medical

Associated Professional Accomplishments

- Published works: Buchanan, R. (1988). Hypothermia. In P. T. Pons, & V. J. Markovchick, Pre-Hospital Emergency Care Services. Philadelphia, PA: Hanley and Belfus, inc.

Dave Barry BS, IT
Senior Associate/EMS SME**Summary of Qualifications**

With a rich and diverse career spanning 31 years, Mr. Barry is an experienced EMS subject matter expert. His journey began with an eager step into the world of medical care as an Emergency Medical Technician (EMT) with a small ambulance company. Now, as the EMS Manager for a prominent municipal Fire Department in Southern California, his expertise in the field is widely recognized.

Over the last decade, Mr. Barry has been instrumental in developing, implementing, and managing large-scale programs that have significantly impacted community EMS care. His visionary projects include the Community Care Response unit, which leverages Nurse Practitioners in the field to assist with low-level medical aids. Moreover, his leadership has driven the successful management of a fire-based ambulance program, adeptly handling the 24,000 EMS calls generated in the City of Anaheim.

Beyond his role in the municipal department, Mr. Barry extends his extensive experience to communities and agencies across the United States, offering specialized consulting services. His focus is on the strategic development and implementation of Emergency Medical Services tailored to the unique needs and challenges of each community.

In Mr. Barry, clients find a seasoned professional with unparalleled expertise and a track record of transformative solutions. His approach resonates with AP Triton's commitment to innovative thinking, sustainable solutions, and client-centered strategies, making him an invaluable asset to communities aiming to elevate their emergency medical services.

Professional Development & Education

- Bachelor of Science degree, Information Technology—Columbia Southern University
- Associate of Science degree, Fire Science—Santa Ana College

Licensure & Certifications

- Company Officer, Anaheim
- Infection Control Officer, City of Anaheim
- EMS Manager—Anaheim, California
- Paramedic—California
- Certified Instructor (ACLS, PALS, CPR)

Relevant Experience

- Ambulance program management, Anaheim
- Information Technology program management, Anaheim
- Alternative EMS program management, Anaheim

Associated Professional Accomplishments

- Developed/maintain reference website for Field Paramedic Care, www.paramedickardex.com
- Presented at the Vision 20/20 Symposium on reducing Community Risk with Emergency Response, Washington DC, 2018

Don Trapp

EMS Division Manager



Summary of Qualifications

With a distinguished career spanning 35 years in Public Safety, Mr. Don Trapp stands as a respected leader and innovator in the field. His vast experience encompasses over nine years in senior Fire Chief Officer roles, where he has made significant contributions to the development and implementation of comprehensive fire and emergency services plans.

Mr. Trapp's leadership extends beyond crafting essential policies and procedures. He has adeptly facilitated the acceptance of these critical plans through collaboration with various governing bodies. His mastery in developing and implementing emergency, strategic, master plans, and succession management processes has been instrumental in streamlining departmental operations and enhancing efficiency.

His specialized expertise in Standards of Cover Analysis, Fees for Service and Cost Recovery Programs, and Advanced Life Support (ALS) Program Development shines through both transport and engine company-based organizations. With a quarter of a century spent as a Paramedic, including the management of EMS operations comprising over 60 paramedic units and 14 ambulances, Mr. Trapp's extensive knowledge in EMS system performance, funding, billing, and staffing sets him apart as an industry authority.

Work Experience

- San Bernardino County Fire Protection District, CA—Firefighter/Paramedic to Fire Chief
- San Bernardino County Professional Firefighters, CA—Executive Vice-President
- Hemet Valley Ambulance Service, CA—Paramedic
- CAL FIRE Riverside County Fire, CA—PCF Fire Apparatus Operator

Education

- Columbia Southern University—AS Fire Science
- California State Fire Officer
- Paramedic
- Background Investigator
- Reserve Peace Officer

Significant Projects

- City of San Bernardino Annexation through LAFCO
- Implemented Single Role Non-Safety Ambulance Operator Program
- City of Upland Annexation through LAFCO
- City of Victorville Contract for service and transition
- Negotiated initial response ALS air resource contract with REACH

Professional Affiliations

- California Fire Chiefs Association
- Metropolitan Fire Chiefs Association
- FIREScope—Operations
- League of California Cities
- Foresters and Fire Wardens

Chris Coates EFO, BA

Senior Associate



Summary of Qualifications

Chris is a highly respected Chief officer with over 27 years of fire service experience with expertise in various areas. Preceding his career as a firefighter/paramedic, Chris worked as an in-house ambulance operator (AO) for a large county agency and currently oversees the administrative, training, and operations of the ambulance operator program within Costa Mesa Fire & Rescue, resulting in a well-versed knowledge of an EMT ambulance operator program. As a Training Officer, with an unwavering collaborative mindset, Chris is skilled in planning, organizing, and managing programs and projects. Currently, Chris serves as a Battalion Chief overseeing many significant programs and projects where he is known for his commitment to continuous improvement. Chris' involvement includes, but is not limited to, serving as the Urban Search & Rescue manager, developing and spearheading the Peer Support program, active participant in achieving accreditation, and currently guiding a committee in updating all policies and procedures.

Notably, and during a time of transition, Chris brought stability to the EMS and training division when he developed a results-oriented plan (EMS and training) that was in alignment with national, state, and local regulations. In addition, Chris developed, facilitated, and managed several recruit academies for probationary firefighters from the ground up while working closely with the Office of the State Fire Marshal's State Fire Training to award Firefighter 1 & 2, Fire Control 3, and Driver Operator 1A certificates.

Professional Development & Education

- Graduate of the Executive Fire Officer program, National Fire Academy
- Bachelor of Arts, Brandman University
- Associates of Arts, Coastline Community College
- Training in fire department administration, budget, fire ground command and control, management, leadership, and safety

Licensure & Certifications

- Numerous state certifications ranging from technical rescue to Chief Officer
- Public Information Officer (PIO-3), California Incident Command Certification System

Professional Experience

- 27 years in public safety experience, several years as a Chief Officer
- Administrative Captain managing Training and Safety, EMS, and PIO
- Orange County Fire Chiefs EMS Committee
- Program Manager Urban Search & Rescue
- Adjunct Instructor, Santa Ana College

Associated Professional Affiliations & Activities

- Southern Director, California Fire Chiefs Association Operations
- Past President, California Fire Chiefs Association Training Officers (CATO)
- Statewide Training and Education Committee (STEAC)
- Costa Mesa Fire & Rescue Peer Support Oversight
- Recipient of Various Department Recognition awards and distinctions
- Leadership Tomorrow, Orange County, CA

Other Project Experience

- Salinas FD, Master Plan (EMS, Dispatch)
- South Placer FPD, Master Plan (EMS)
- Montgomery County EMS, TX (EMS)

Clay Steward MS/EM**Senior Associate/Data Analyst****Summary of Qualifications**

Clay Steward is an experienced fire service senior manager actively serving the industry for 25 years. He began his fire service career at Edgewater Fire Department, CO and moved to Arvada Fire Protection District after three years. At Arvada, he rose through the ranks where he ultimately retired as the division chief of planning and support services in 2018. During his tenure, he served as the district's

Accreditation Officer and lead his organization through its first accreditation bid with the CFAI. Since retirement, he has worked as an independent contractor specializing in fire service data and accreditation documentation.

Clay brings a strong technical background in data engineering and analytics that augments his detailed understanding of fire service management and continuous improvement. Clay is a **CFAI Peer Assessor** and is experienced in developing community risk assessments, standard of cover, strategic planning, and self-assessment documents for the CFAI.

Professional Development & Education

- Master of Science in Emergency Management, American Public University, Charles Town, WV
- Associate of Science in Fire Science, Red Rocks Community College, CO
- Center for Public Safety Peer Assessor and Accreditation Management Courses
- Data analytic, data engineering, and data science training
- Lean and lean six sigma course experience and education

Licensure & Certifications

- CFAI Peer Assessor Level 1
- IBM Data Science Specialization
- Alteryx Core Designer
- Tableau Analyst and Author
- Center for Professional Credentialing Chief Fire Officer

Experience

- Active fire service and data and management consultant
- Experienced trainer
- Retired Division Chief and Accreditation Officer
- Experienced training and safety officer
- 25 years of service in the fire service
- 11 years and current member of the plans section of the Jefferson County type III IMT team
- 14 years experienced with FEMA's CO-TF1 US&R team

Associated Professional Accomplishments

- Developed and teaches Introduction to Data Analytics for Emergency Services course
- Currently active and past steering committee member of the Rocky Mountain Professional Credentialing and Accreditation Consortium
- Past IAFF Secretary and Treasurer, Local 4056

Stephen C. Lieberman

Senior Associate



Summary of Qualifications

Steve possesses a dynamic professional background that seamlessly integrates both private and public sector experiences, underscoring his expertise in relationship building, in-depth research, strategic marketing, and political savvy. His ethical approach is marked by unwavering integrity and honesty.

His diverse career path encompasses roles in corporate finance and public safety, enriched by his tenure as a City Councilmember and Mayor. Steve's strategic leadership capabilities have been particularly evident in his roles as a Fire Chief and an Emergency Medical Services Agency Administrator. In these positions, he has demonstrated exceptional change management skills.

Steve's broad experience empowers him to deliver realistic, well-considered, and comprehensive reports and recommendations, always with the client's best interests in mind. For instance, as a Fire Chief, he spearheaded the development of fire and life safety regulations for commercial cannabis manufacturing. This task required him to acquire new knowledge and collaborate with safety experts nationwide, aiming to minimize community risks.

Additionally, as a Liaison Officer with a Type III Incident Management Team, Steve showcased his adaptability and crisis management skills during the COVID-19 pandemic. He played a pivotal role in constructing and managing several mass vaccination sites, navigating the complexities of the public health crisis with competence and resilience.

Steve's unique blend of experiences across different sectors makes him an invaluable asset, particularly in roles demanding comprehensive understanding, strategic planning, and effective community-oriented solutions.

Educational Background

- Bachelor of Business Economics, Accounting Emphasis — University of California, Santa Barbara, June 1983

Professional Experience

- Five Cities Fire Authority, Fire Chief/Executive Officer, 2014–2023
- County of San Luis Obispo Emergency Medical Services Division, Director, 2012–2014
- Sprint Nextel & Verizon Wireless, Manager Business Development, Sales Manager, Government Account Executive, 1999–2012
- Verizon Wireless, Sales Manager, 2006–2008
- City of Grover Beach, Mayor/City Councilmember, 2000–2008
- National Broadcasting Company, Director of Financial Administration, Manager, Administrator, 1985–1992

Professional Contributions

- San Luis Obispo County Type III Incident Management Team, Liaison Officer
- San Luis Obispo County Fire Chiefs Association
- League of California Cities Public Safety Policy Committee

PROJECTS & EXPERIENCE

Client List

The following is a *partial* list of AP Triton's current and former clients. An expanded list can be provided upon request.

- Aberdeen Fire Department (WA)
- Alameda County Fire Chiefs Association (CA)
- Alameda County FPD (CA)
- Alaska Fire Chiefs Association (AK)
- Albany Fire Department (OR)
- American Canyon Fire Protection District (CA)
- Anaheim Fire and Rescue (CA)
- Aspen Fire Department (CO)
- Berkeley Fire Department (CA)
- Bethel Fire Department (AK)
- Big Bear Lake Fire Department (CA)
- Blaine County (ID)
- Blaine County Ambulance Service District (ID)
- Brattleboro Fire Department (VT)
- Brea Fire Department (CA)
- Brigham City Fire Department (UT)
- Burbank Fire Department (CA)
- California Fire Chiefs Association (CA)
- California Metro Chiefs Association (CA)
- Carlsbad Fire Department (CA)
- Carolina Panthers, Bank of America Stadium (NC)
- Carroll County Ambulance District (MO)
- Carson City Fire Department (NV)
- Central Fire District of Santa Cruz County (CA)
- Central Jackson County FPD (MO)
- Central Kitsap Fire & Rescue (WA)
- Central Pierce Fire Protection (WA)
- Chariton County Ambulance District (MO)
- Chico Fire Department (CA)
- Chula Vista Fire Department (CA)
- City of Alameda Fire Department (CA)
- Hermosa Beach Fire Department (CA)
- Huntington Beach Fire Department (CA)
- Idaho Fire Chiefs Association (ID)
- Kennewick Fire & Ambulance (WA)
- Kern County Fire Department (CA)
- La Verne Fire Department (CA)
- Lake Ozark FPD (MO)
- Lincoln Fire & Rescue (NE)
- Long Beach Fire Department (CA)
- Manatee County (FL)
- Marysville Fire District RFA (WA)
- Medford Fire Department (OR)
- Menlo Park Fire Protection District (CA)
- Merced Fire Department (CA)
- Milwaukee Fire Department (WI)
- Modesto FD/Stanislaus County OES (CA)
- Montecito FPD (CA)
- Napa County Fire Department (CA)
- Napa Fire Department (CA)
- Nevada LAFCO (CA)
- North View Fire District (UT)
- Orting Valley Fire-Rescue (WA)
- Pflugerville Fire Department (TX)
- Placer LAFCO (CA)
- Portland Fire Department (TX)
- Putney Fire Department (VT)
- Redmond Fire & Rescue (OR)
- Redmond Fire Department (OR)
- Ridgecrest Regional Hospital
- Riverside City Fire Department (CA)
- Salado VFD/Bell County ESD #1 (TX)

- City of Costa Mesa Fire Department (CA)
- City of Downey Fire Department (CA)
- City of Fresno Fire Department (CA)
- City of Kingsburg (CA)
- City of Long Beach (CA)
- City of Napa Fire Department (CA)
- City of Ontario/San Bernardino County (CA)
- City of Pflugerville (TX)
- City of San Diego Fire Department (CA)
- City of Santa Ana (CA)
- City of Westminster (CA)
- Clackamas Fire District 1 (OR)
- Clifton FPD/Grand Junction FD (CO)
- Coalinga Fire Department (CA)
- CONFIRE JPA (CA)
- Contra Costa County FPD (CA)
- Cowlitz 2 Fire & Rescue (WA)
- Davidson Fire Department (NC)
- DeKalb County Fire Rescue (GA)
- Derby Fire Department (KS)
- Douglas Okanogan County FD 15 (WA)
- Eastern Placer County JPA (CA)
- El Dorado Hills Fire Department (CA)
- Elk Creek Fire Protection District (CO)
- Eugene Springfield Fire (OR)
- Eureka Fire Protection District (MO)
- Fairfield Fire Department (CA)
- Fort Myers Fire Department (FL)
- Fremont Fire Department (CA)
- Fullerton Fire Department (CA)
- Gig Harbor/Pierce FD #5 (WA)
- Golden Fire Department (CO)
- Golden/Fairmount/Pleasant View FDs (CO)
- Grand Junction Fire Department (CO)
- Grand River Regional Ambulance (MO)
- Gray's Harbor Fire District #5 (WA)
- Hawaii Fire Chiefs Association (HI)
- Salinas Fire Department (CA)
- San Bernardino County JPA (CA)
- San Diego Fire Department (CA)
- San Luis Obispo Fire Chiefs Association (CA)
- San Ramon Valley Fire Protection District (CA)
- Santa Barbara (City) Fire Department (CA)
- Santa Barbara County Fire Chiefs Association (CA)
- Santa Barbara County Fire Department (CA)
- Santa Clara LAFCO (CA)
- Santa Cruz County Fire Department (CA)
- Santa Cruz LAFCO (CA)
- Santa Maria Fire Department (CA)
- Santee Fire Department (CA)
- Seattle Fire Department (WA)
- Solano County Fire Chiefs Association (CA)
- Sonoma County Fire District (CA)
- Sonoma Valley Fire Department (CA)
- Stockton Fire Department (CA)
- Suisun City Fire Department (CA)
- Sunnyside Fire Department (WA)
- Tacoma Fire Department (WA)
- Templeton Fire & Emergency Services (CA)
- Town of Stowe (VT)
- Truckee Meadows Fire Protection District (NV)
- Tualatin Valley Fire & Rescue (OR)
- Tulare Fire Department (CA)
- Ukiah Valley Fire Authority (CA)
- Utah Fire Chiefs Association (UT)
- Vacaville Fire Department (CA)
- Valley Center Fire Protection District (CA)
- Ventura County Fire Department (CA)
- Washington Fire Chiefs Association (WA)
- Watsonville Fire Department (CA)
- Webster Fire Department (TX)
- Whitefish Fire Department (MT)
- Williamson County (TX)
- Williston Fire Department (VT)

Project Types

The following is a *partial* list of projects completed by AP Triton. Our teams have participated in numerous studies throughout the United States.

Project Description

- Ambulance Services Optimization Study:
- Ambulance Services Optimization Study:
- Ambulance Services Study:
- Ambulance Services RFP:
- Annexation Study (three districts):
- BLS Ambulance System Valuation:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk/Service Delivery Analysis:
- Cost Recovery & Fee Study:
- CRA-SOC & Master Plan Update:
- CRA-SOC & Master Plan Update:
- Consolidation Feasibility Study:
- Cooperative Services Study:
- Countywide Fire Service Review:
- Emergency Operations Plan:
- Continuity of Operations Plan:
- Emergency Operations Plan:
- Continuity of Operations Plan:
- EMS Agency Evaluation:
- EMS Feasibility & Optimization Study:

Organization

Alameda County Fire Chiefs Association (CA)
 Santa Barbara County Fire Department (CA)
 Modesto FD/Stanslaus County OES (CA)
 Sonoma County Fire District (CA)
 Contra Costa County FPD (CA)
 Seattle Fire Department (WA)
 Coalinga Fire Department (CA)
 Davidson Fire Department (NC)
 La Verne Fire Department (CA)
 Marysville Fire District RFA (WA)
 Medford Fire Department (OR)
 San Ramon Valley Fire Protection District (CA)
 Santa Barbara (City) Fire Department (CA)
 Tulare Fire Department (CA)
 Santee Fire Department (CA)
 Eugene Springfield Fire (OR)
 Salinas Fire Department (CA)
 Santa Maria Fire Department (CA)
 Elk Creek Fire Protection District (CO)
 Clifton FPD/Grand Junction FD (CO)
 Santa Clara LAFCO (CA)
 Carolina Panthers, Bank of America Stadium
 Carolina Panthers, Bank of America Stadium
 City of Kingsburg (CA)
 City of Kingsburg (CA)
 Williamson County (TX)
 Webster Fire Department (TX)

Project Description

- EMS Feasibility Study:
- EMS Optimization Study:
- EMS Optimization Study:
- EMS Optimization Study & Transition Plan:
- EMS Strategic Assessment & Analysis:
- EMS Sub-Contractor RFP Response:
- EMS Sub-Contractor RFP Response:
- EMS System Evaluation & Modeling Study
- EMS Optimization and Feasibility Study:
- EMS System Evaluation:
- EMS Valuation & Transport Study:
- EMS System Valuation:
- EMS System Valuation:
- EMS System Valuation:
- EMS Transportation & Optimization Study:
- EMS Transportation & Optimization Study:
- Facilities Master Plan:
- Financial Analysis:
- Fire Department Evaluation:
- Fire & EMS Municipal Service Review:
- Fire & EMS Organizational & Staffing Analysis:
- Fire Department Cooperative Services Study:
- Fire District Consolidation Study:
- Fire Prevention Fee Study:
- Fire Prevention Fee Study:
- Fire Services Analysis:
- Fire Services Special Study:
- Fire Station Location Study:
- Fire Station & CRA/SOC Study:
- Fire/EMS Assessment:
- First Responder Fee Study:

Organization

Brattleboro Fire Department (VT)
 Burbank Fire Department (CA)
 Riverside City Fire Department (CA)
 Carson City Fire Department (NV)
 City of Ontario/San Bernardino County (CA)
 CONFIRE JPA (CA)
 Santa Barbara County Fire Department (CA)
 Ventura County Fire Department (CA)
 San Diego Fire Department (CA)
 Truckee Meadows Fire Protection District (NV)
 Ridgecrest Regional Hospital
 San Luis Obispo Fire Chiefs Association (CA)
 City of Santa Ana (CA)
 City of Westminster (CA)
 Alameda County Fire Chiefs Association (CA)
 Solano County Fire Chiefs Association (CA)
 Redmond Fire Department (OR)
 Long Beach Fire Department (CA)
 Salado VFD/Bell Couty ESD #1 (TX)
 Santa Clara County LAFCO (CA)
 Town of Stowe (VT)
 Golden/Fairmount/Pleasant View FDs (CO)
 Clackamas Fire District 1 (OR)
 Manatee County (FL)
 Big Bear Lake Fire Department (CA)
 Williston Fire Department (VT)
 Santa Cruz LAFCO (CA)
 Portland Fire Department (TX)
 Montecito FPD (CA)
 Pflugerville Fire Department (TX)
 Carlsbad Fire Department (CA)

Project Description

- First Responder Fee Study:
- First Responder Fee Study:
- First Responder Fee Study:
- Long-Range Fire Department Master Plan:
- Long-Range Master Plan:
- Management Audit:
- Master Plan:
- Master Plan:
- Master Plan & Strategic Plan:
- Master Plan:
- Master Plan:
- Master Plan & Community Risk Assessment:
- Master Plan & CRA-SOC:
- Master Plan & Strategic Plan:
- Operations Analysis:
- Organizational & Operational Analysis:
- Municipal Service Review & SOI Study:
- Municipal Service Review & SOI Study:
- Optimization Study:
- Organizational Analysis:
- Prevention Fee Study:
- Regional Ambulance Study:
- Smoke Movement Analysis:
- Staffing Study & Operational Analysis:
- Strategic Plan:
- Strategic Plan:
- Strategic Plan:
- Strategic Plan:
- Strategic Plan:
- Valuation Study:

Organization

Merced Fire Department (CA)
 Napa Fire Department (CA)
 Truckee Meadows Fire Protection District (NV)
 Templeton Fire & Emergency Services (CA)
 Fairfield Fire Department (CA)
 Menlo Park Fire Protection District (CA)
 American Canyon Fire Protection District (CA)
 Napa County Fire Department (CA)
 North View Fire District (UT)
 Orting Valley Fire-Rescue (WA)
 Whitefish Fire Department (MT)
 Brigham City Fire Department (UT)
 Central Fire District of Santa Cruz County (CA)
 Redmond Fire & Rescue (OR)
 Putney Fire Department (VT)
 City of Napa Fire Department (CA)
 Placer LAFCO (CA)
 Nevada LAFCO (CA)
 Alameda County Fire Chiefs Association (CA)
 Grand Junction Fire Department (CO)
 Suisun City Fire Department (CA)
 Eastern Placer County JPA (CA)
 Carolina Panthers, Bank of America Stadium
 Derby Fire Department (KS)
 Aspen Fire Department (CO)
 Blaine County Ambulance Service District (ID)
 Davidson Fire Department (NC)
 Central Fire District of Santa Cruz County (CA)
 La Verne Fire Department (CA)
 Pflugerville Fire Department (TX)

CLIENT REFERENCES

The following are several references and projects out of the hundreds of projects and studies previously completed by Triton. Additional references can be provided.

City of San Diego Fire & Rescue (California)

Project Title & Description: EMS Optimization & Feasibility Study

The City of San Diego Fire and Rescue contracted AP Triton to review the ambulance transport system within the city. AP Triton's report provides an in-depth review of the current contract, performance of the contractor, correspondence between the City of San Diego and Falck, and options for contract amendments, or emergency actions to ensure continued public safety.

San Diego Fire and Rescue has additionally retained AP Triton to conduct a comprehensive study of the various components that comprise the EMS delivery system of the San Diego Fire-Rescue Department (SDFRD). The study will result in a detailed analysis and recommendations including, but not limited to, system models that would produce increased efficiency, cost-effectiveness, operational and patient-care quality improvement, long-term sustainability, and more.

| | | | |
|----------------------------|-------------------------------------|----------------|---------|
| Contact Name/Title: | Jodie Pierce, Deputy Fire Chief EMS | Year: | 2021– |
| Client Phone: | 619.279.4467 | Status: | Ongoing |
| Client E-Mail: | jlpierce@sandiego.gov | | |

Sonoma County Fire District (California)

Project Title & Description: Ambulance Subcontractor RFP Development, Process, & Response

Sonoma County Fire District retained AP Triton to design and develop a Request for Proposals for an ambulance services provider, assist in the RFP process, and provide subject matter expertise support during the written submission evaluations and the oral presentation evaluations, and assist with the contracting of a selected provider. In addition, AP Triton provided consulting services and assistance to Sonoma County Fire District in the development and preparation of a response to an RFP from Sonoma County for emergency ambulance transportation services. Sonoma County Fire District was the successful bidder on the County's RFP.

| | | | |
|----------------------------|---------------------------|----------------|-----------|
| Contact Name/Title: | Mark Heine, Fire Chief | Years: | 2021–2023 |
| Client Phone: | 707.838.1170 | Status: | Complete |
| Client E-Mail: | mheine@sonomacountyfd.org | | |

Santa Barbara County Fire Department (California)

Project Title & Description: Ambulance Subcontractor RFP Development, Process, & Response

Santa Barbara County Fire Department retained AP Triton to design and develop a Request for Proposals for an ambulance services provider, assist in the RFP process, and provide subject matter expertise support during the written submission evaluations and the oral presentation evaluations, and assist with the contracting of a selected provider. In addition, AP Triton provided consulting services and assistance to Santa Barbara County Fire Department in the development and preparation of a response to an RFP from Santa Barbara County for emergency ambulance transportation services.

| | | | |
|----------------------------|--------------------------|----------------|----------|
| Contact Name/Title: | Mark Hartwig, Fire Chief | Year: | 2023 |
| Client Phone: | 805.681.5552 | Status: | Complete |
| Client E-Mail: | mhartwig@countyofsb.org | | |

Contra Costa County FPD/East Contra Costa FPD (California)

Project Title & Description: Phase One: Annexation Financial Feasibility Study

Triton was retained by the fire districts to conduct an analysis and determine the financial efficacy of CCCFPD annexing ECCFPD, and to make recommendations accordingly. Triton's analysis demonstrated that annexation was fiscally possible and made recommendations to move forward with Phase Two: Annexation Feasibility Study.

Project Title & Description: Phase Two: Fire District Annexation Feasibility Study

This project was a two-phase study for a potential annexation of the East Contra Costa Fire Protection District (ECCFPD) and the Rodeo-Hercules Fire District (RHFPD). Phase one was fiscal projections and current budget information as it relates to the conceptual annexation of East Contra Costa FPD (ECCFPD) by Contra Costa County FPD. Additionally, a review will be conducted of the organizational and operational structure that is developed to coincide with the conceptual annexation. Phase Two was a comprehensive feasibility analysis of the annexation of the East Contra Costa Fire Protection District and Rodeo Hercules Fire Protection District. The comprehensive feasibility analysis of the annexation the potential annexations included compliance with all local and state requirements related to the annexation process.

| | | | |
|----------------------------|--|-----------------------|---------------------------|
| Contact Name/Title: | Lewis Broschard, Fire Chief | Year: | 2020 |
| Client Phone: | 925.941.3300 | Client E-Mail: | Lewis.broschard@cccfd.org |
| Project Manager: | Kurt Latipow | Status: | Completed |
| Completed Report: | Contra Costa County Fire District Annexation Feasibility Study, Vol. One Contra Costa County Fire District Annexation Feasibility Study, Vol. Two | | |

Contra Costa County Fire Protection District (California)

Project Title & Description: Ambulance Service Feasibility Study

Contra Costa County Fire Protection District (population over 1 million). The study foundation was developed by determining what the current and past insured and uninsured payer mixes were. These payer mixes were all inclusive which, together with other demographic information, allowed AP Triton to determine the maximum value of the system. The study then analyzed the Federal Reimbursement programs available and provided estimates for both GEMT (Ground Emergency Medical Transport) and IGT (Intergovernmental Transfer) programs. Several options were proposed for consideration by the Fire District, and the Public-Private Partnership (contractor/subcontractor) option was chosen. AP Triton then provided services to select the private (subcontractor) partner and managed the response to the County-wide RFP for Ambulance service. Contra Costa County Fire was awarded the contract for ambulance service through a competitive bid process. They have increased their response time compliance from a level of 89–90% under the former provider to an average of 96% across all response zones. Further, their ambulance transport system, which was historically under questionable sustainability, now turns a \$10 million profit annually and has amassed a reserve of \$38 million. AP Triton Consulting is currently on a maintenance and system retainer agreement through March 2022 to assist the Contra Costa County Fire Department in operating its ambulance transport system.

| | | | |
|----------------------------|-----------------------------|--------------|-----------|
| Contact Name/Title: | Lewis Broschard, Fire Chief | Year: | 2015–2017 |
| Client Phone: | 925.941.3300 | | |
| Client E-Mail: | Lewis.broschard@cccfd.org | | |

CLIENT TESTIMONIALS

- [AP Triton] communicated clear timelines from the outset and provided multiple opportunities for us to clarify and adjust the scope of our project. Most impressively, the AP Triton team remained responsive and assisted the Seattle Fire Department well beyond the completion of our evaluation. AP Triton's reputation as a leader in the industry is well earned.
—Harold D. Scoggins, *Fire Chief, Seattle Fire Department, Washington*
- It was a pleasure working with your staff. [Our Project Manager] did a fantastic job, and the others on the team were very good to work with. All were knowledgeable and experienced in their fields. The well-rounded team ensured a complete and accurate report. We hope to work with your team again in the future.
—Brandon Thueson, *Fire Chief, Brigham City Fire Department, Utah*
- I highly recommend them to any fire department or EMS agency looking to get perspective from consultants that use data and many years of experience and wisdom to make informed determinations. It is obvious that they know their stuff. We are very pleased with the results.
—Jeremiah Jones, *Deputy Fire Chief, North View Fire District, Utah*
- Exceptional product and process! Very pleased with the experience with AP Triton. The Project Manager and Project Team were extremely knowledgeable, professional, and exceptional to work with. I would like to bring them back for more projects in the future.
—Mandy Pomeroy, *County Administrator, Blaine County, Idaho*
- The AP Triton team provided well-researched information that I believe will help my Commission make informed decisions. My Commission was pleased with the outcome of the financial analysis and recently contracted AP Triton for a much more comprehensive study.
—Michelle McIntyre, *Executive Officer, Placer County LAFCO, California*

PAYMENT INFORMATION

Payment Schedule & Invoicing

- **Initial Payment:** A deposit of 10% of the total project cost is due upon the signing of the contract, to initiate the work.
- **Progress Payments:** Monthly invoicing will be processed as work progresses, continuing until 95% of the project has been completed.
- **Final Payment:** The remaining 5% of the project cost is due upon successful completion and acceptance of the project.

Data Engineering Costs

- **Included Services:** Data engineering for up to three specific data sets (i.e., CAD, NFIRS, ePCR) is included in our all-inclusive pricing. This encompasses gathering and assisting the agency with straightforward data pull requests.
- **Additional Incident Data:** Any extra incident data needed (i.e., previous RMS or CAD database records) will incur a charge of \$1,000 per database.
- **Substantial Assistance:** Should AP Triton consultants provide substantial assistance or direct data pulls from the client's records, this service will be billed at \$1,000 per database.

Additional Hours and Expenses

- **Project Manager Rate:** Extra hours for the Project Manager will be billed at \$210 per hour.
- **Consultants' Rate:** Additional hours for consultants will be billed at \$165 per hour.
- **Travel Expenses:** Any extra travel expenses will be billed separately, in addition to the hourly rate.

Cost Quotation Information

- The bid quotation is valid for 180 days
- Triton Federal Employer Identification Number: 47-2170685

TAB C:

COST/PRICE PROPOSAL

PROJECT FEE PROPOSAL

AP Triton, LLC presents the following formal cost proposal for the project outlined in the Scope of Work. The fee is inclusive of expenses:

| Project Section | Fees & Expenses |
|--|-----------------|
| Section 1: Project Initiation | \$35,657 |
| Section 2: Evaluation of Current Conditions | \$19,222 |
| Section 3: RFP Development | \$27,020 |
| Section 4: Procurement Support | \$6,222 |
| Proposed Project Fee (will not exceed): | \$88,121 |

TAB A:

SUBMISSION OF INFORMATION & FORMS

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of **Attachment A**.

A. BID/PROPOSAL/SOLICITATION TITLE:

B. BIDDER/PROPOSER INFORMATION:

AP Triton, LLC

Legal Name

DBA

1309 Coffeen Ave., Ste 3178

Street Address

City

State

Zip

Kurt Henke, Principal/Managing Partner - 833.251.5824

n/a

Contact Person, Title

Phone

Fax

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Kurt P Henke

Principal / Managing Partner

| | |
|-----------------------------|--|
| Name | Title/Position |
| Buffalo WY | n/a |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Owner | |
| Interest in the transaction | |

Scott A Clough

Principal / Partner

| | |
|-----------------------------|--|
| Name | Title/Position |
| Gold Beach OR | n/a |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Owner | |
| Interest in the transaction | |

n/a

| | |
|-----------------------------|--|
| Name | Title/Position |
| | |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction | |

n/a

| | |
|-----------------------------|--|
| Name | Title/Position |
| | |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction | |

n/a

| | |
|-----------------------------|--|
| Name | Title/Position |
| | |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction | |

n/a

| | |
|-----------------------------|--|
| Name | Title/Position |
| | |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction | |

n/a

| | |
|-----------------------------|--|
| Name | Title/Position |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction | |

n/a

| | |
|-----------------------------|--|
| Name | Title/Position |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction | |

n/a

| | |
|-----------------------------|--|
| Name | Title/Position |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| Interest in the transaction | |

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (5) years, has your firm changed its name?

Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?

Yes ☐ No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: _____ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If **Yes**, after what date: _____

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following: Authorized Issued Outstanding

| | | | | |
|----|----------------------------------|-------|--------|----------|
| a. | Number of voting shares: | _____ | _____ | _____ |
| b. | Number of nonvoting shares: | _____ | _____ | _____ |
| c. | Number of shareholders: | | | _____ |
| d. | Value per share of common stock: | | Par | \$ _____ |
| | | | Book | \$ _____ |
| | | | Market | \$ _____ |

Limited Liability Company Date formed: 11.2014 State of formation: WY

List the name, title and address of members who own ten percent (10%) or more of the company:
Kurt P Henke, Principal/Managing Partner, 1309 Coffeen Ave., Suite 3178, Sheridan WY 82801

Scott A Clough, Principal/Partner, 1309 Coffeen Ave., Suite 3178, Sheridan WY 82801

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes ☒ No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes ☐ No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes ☐ No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes ☐ No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: First Interstate Bank

Point of Contact: Keva McCarthy

Address: 40 E Hart Street, Buffalo WY 82834

Phone Number: 307.684.2581

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: _____ Year Issued: _____

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Sonoma County Fire District

Contact Name and Phone Number: Mark Heine - 707.838.1170

Contact Email: mheine@sonomacountyfd.org

Address: 8200 Old Redwood Highway, Windsor CA 95492

Contract Date: 05.19.2020 to 06.01.2023

Contract Amount: \$280,000.00

Requirements of Contract: Ambulance Subcontractor RFP Development, Process, and Response

Company Name: Santa Barbara County Fire Department

Contact Name and Phone Number: Mark Hartwig - 805.681.5552

Contact Email: mhartwig@countyofsb.org

Address: 4410 Cathedral Oaks Blvd, Santa Barbara CA 93110-1042

Contract Date: 07.01.2021 to 07.01.2023

Contract Amount: \$280,000.00

Requirements of Contract: Ambulance Subcontractor RFP Development, Process, and Response

Company Name: Contra Costa County Fire Protection District / East Contra Costa Fire Protection District

Contact Name and Phone Number: Lewis Broschard - 925-941.3300

Contact Email: lewis.broschard@cccfd.org

Address: 4005 Port Chicago Highway, Suite 250, Concord CA 94520-1180

Contract Date: 10.01.2020 to 12.31.2021

Contract Amount: \$37,042.00

Requirements of Contract: Phase 1: Annexation Financial Feasibility Study
Phase 2: Fire District Annexation Feasibility Study

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? Yes No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: n/a

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: n/a

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Kurt P. Henke, Principal/Managing Partner

Name and Title



Signature

05.24.2024

Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Our general liability insurance carrier, Attain Specialty Insurance Company, advised they were not renewing our policy effective March 27, 2024. Per our broker, it was "due to the fire mitigation consulting - this is no longer allowed for the carrier's reinsurance contracts." We were with the carrier since 2014 and without any claims. Copies of loss runs can be provided upon request.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Kurt P. Henke, Principal / Managing Partner

Print Name, Title



Signature

05.24.2024

Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Work Force Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
 - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
 - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
 - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- ☒ The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- ☐ The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

| DATE OF CLAIM | LOCATION | DESCRIPTION OF CLAIM | LITIGATION (Y/N) | STATUS | RESOLUTION/ REMEDIAL ACTION TAKEN |
|---------------|----------|----------------------|------------------|--------|-----------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Contractor Name: AP Triton, LLC

Certified By Kurt P. Henke Title Principal / Managing Partner

Name

Date 05.24.2024

Signature

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☒ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: AP Triton, LLC

ADA/DBA: AP Triton

Address (Corporate Headquarters, where applicable): 1309 Coffeen Avenue, Suite 3178

City: Sheridan County: Sheridan State: WY Zip: 82801

Telephone Number: 833.251.5824 Fax Number: n/a

Name of Company CEO: Kurt P. Henke, Principal / Managing Partner

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: n/a

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: consulting firm Type of License: _____

The Company has appointed: Kurt P. Henke, Principal / Managing Partner

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 1309 Coffeen Avenue, Suite 3178, Sheridan, Wyoming 82801

Telephone Number: 833.251.5824 Fax Number: n/a Email: khenke@aptriton.com

☒ One San Diego County (or Most Local County) Work Force - Mandatory

☐ Branch Work Force *

☐ Managing Office Work Force

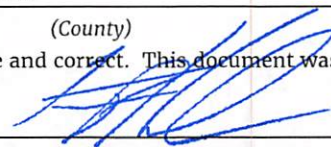
Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of AP Triton, LLC

Sheridan (County) , WY (State) hereby certify that information provided

herein is true and correct. This document was executed on this 24 day of May, 2024


(Authorized Signature)

Kurt P. Henke

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2
AP Triton, LLC
05.24.2024

NAME OF FIRM:

DATE:

OFFICE(S) or BRANCH(ES):

COUNTY:

Sheridan WY

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

| ADMINISTRATION OCCUPATIONAL CATEGORY | (1) Black or African American | | (2) Hispanic or Latino | | (3) Asian | | (4) American Indian/ Nat. Alaskan | | (5) Pacific Islander | | (6) White | | (7) Other Race/ Ethnicity | |
|---|--|-----|------------------------------|-----|--------------|-----|--|-----|----------------------------|-----|--------------|-----|---------------------------------|-----|
| | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) |
| Management & Financial | | | | | | | | | | | 2 | | | |
| Professional | | | | | | | | | | | | | | |
| A&E, Science, Computer | | | | | | | | | | | | | | |
| Technical | | | | | | | | | | | | | | |
| Sales | | | | | | | | | | | | | | |
| Administrative Support | | | | | | | | | | | | | | |
| Services | | | | | | | | | | | | | | |
| Crafts | | | | | | | | | | | | | | |
| Operative Workers | | | | | | | | | | | | | | |
| Transportation | | | | | | | | | | | | | | |
| Laborers* | | | | | | | | | | | | | | |

*Construction laborers and other field employees are not to be included on this page

| | | | | | | | | | | | | | | |
|--------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Totals Each Column | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 |
|--------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

Grand Total All Employees
2

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

| | | | | | | | | | | | | | | |
|----------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Disabled | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
|----------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

Non-Profit Organizations Only:

| | | | | | | | | | | | | | | |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Board of Directors | | | | | | | | | | | | | | |
| Volunteers | | | | | | | | | | | | | | |
| Artists | | | | | | | | | | | | | | |

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners



THE CITY OF SAN DIEGO

CONSULTANT AWARD TRACKING FORM

Consultant Award Tracking Form: The purpose of this form is to track the cumulative amount of money awarded to both architectural and engineering (A&E) firms and non-A&E firms; and to ensure that the cumulative amount of money awarded to consultant does not exceed \$1,000,000 for non-CIP funded contracts and \$5,000,000 for CIP funded contracts in a fiscal year including this contract. If this cumulative award limit is exceeded, inclusive of this contract award, Council approval is required.

A copy of this form must be attached to forms Mayoral Action PA-2625, Mayoral Action 1544, Council Action 1472 and Purchase Orders for processing.

THIS SECTION TO BE COMPLETED BY CITY STAFF

Date: 09/18/2024 Department Name: Purchasing and Contracting

City Project Manager: Jodie Pierce

Name of Firm: AP Triton

Project Name: EMS Transport Services Contract Consultant

Contract or Amendment Amount: \$ 88,121

Appropriate approval authority:

- ☐ Mayoral Action PA-2625
☐ Mayoral Action 1544
☐ Council Action 1472
☐ Purchase Order

THIS SECTION TO BE COMPLETED AND REVIEWED BY CONSULTANT

The City reserves the right to disqualify any Consultant if this tracking form is not completely and accurately executed prior to the contract award.

If it is determined subsequent to the contract award that this tracking form was not accurately executed, the underlying contract will be illegal and deemed void if awarded without Council approval and it is beyond the limits set in Municipal Code Section 22.3207. In such an instance, the City shall not be responsible for any losses or damages which may result from the void contract and reserves the right in its sole discretion to award the contract to another consultant.

Dollar amount awarded to the consultant by the City of San Diego this fiscal year (July 1 through June 30) **including this contract or amendment:** \$ 88,121.00

I hereby certify that I am an authorized representative of:

AP Triton, LLC

(Name of Firm)

and that I have read and understand this form this 18 day of September - 2024
(Day) (Month) (Year)

By [Signature]
(SIGNATURE of Authorized Representative)

Kurt P Henke
(PRINTED name of Authorized Representative)



CONFLICT OF INTEREST CERTIFICATION

Any vendor, proposer, bidder, consultant, or contractor (Contractor) who supplies goods or provides services to the City of San Diego must sign and date this certification and comply with the requirements described herein.

OFFICE USE ONLY

Date Received

Contractor is required to comply with all applicable local, state, and federal conflict of interest laws and regulations relating to public contracts including, but not limited to, California Government Code sections 1090 through 1099, California Government Code sections 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code sections 27.3501 through 27.3595. Compliance with these laws and regulations may require Contractor to timely file a statement of economic interests with the Filing Officer of the City of San Diego disclosing relevant financial interests.

Contractor shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or appears to be, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

A violation of any conflict of interest law is grounds for immediate termination of a contract with the City of San Diego.

Signature of Authorized Representative

Kurt P. Henke

Printed/Typed Name

AP Triton, LLC

Contractor Name

05.24.2024

Date

AP TRITON'S CERTIFICATE OF INSURANCE & LITIGATION

AP Triton, LLC maintains liability insurance as shown in the following pages. Triton has no past and/or pending litigation or unresolved lawsuits. Because AP Triton utilizes an entirely independent pool of contractors, we are exempt from carrying Workers' Compensation insurance. Each of our contractors carries their own liability insurance.

Conflict of Interest Statement

Triton has neither directly nor indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation including, but not limited to, the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

Triton is not presently suspended or otherwise prohibited by any government from participating in this solicitation or any other contract to follow thereafter. Neither Triton nor anyone associated with Triton has any potential conflict of interest because of or due to any other clients, contracts, or property interests in this solicitation or the resulting project. If a conflict of interest is identified in the provision of services, Triton will immediately notify the client in writing.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | | |
|---|--|--|--|---|--|
| PRODUCER TDW Risk Management Associates, LLC 111 Corporate Drive #200 Ladera Ranch CA 92694 | | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: | | FAX (A/C, No): | |
| INSURED AP Triton LLC 1309 Coffeen Avenue, Suite 3178 Sheridan WY 82801 | | License#: OM63276 APTRITO-01 | | INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | | | NAIC # 10200 | |

COVERAGES

CERTIFICATE NUMBER: 545077249

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | Y | Y | SBGL001568-00 | 3/27/2024 | 3/27/2025 | EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 S |
| A | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | SBGL001568-00 | 3/27/2024 | 3/27/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 2,000,000 BODILY INJURY (Per accident) \$ 2,000,000 PROPERTY DAMAGE (Per accident) \$ S |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ S |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability | | | SBPL000963-00 | 3/27/2024 | 3/27/2025 | Limit-Each \$3,000,000 Limit-Aggregate \$3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

| | |
|--------------------|---|
| Proof of Insurance | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--------------------|---|

ACORD 25 (2016/03)

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