



**Fire and Emergency Services Committee**  
**Tuesday, January 9, 2018**  
**7:00 p.m.**  
**2502 Country Club Drive, Cameron Park**

**Agenda**

Members: Chair Director Holly Morrison (HM), Vice Chair Ellie Wooten (EW) and  
Alternate Director Margaret Mohr

Staff: General Manager Jill Ritzman, Battalion Chief Mike Smith and Battalion Chief Douglas Michael Ferro

**CALL TO ORDER**

**ROLL CALL**

**ADOPTION OF AGENDA**

**APPROVAL OF CONFORMED AGENDA**

**OPEN FORUM**

*At this time, members of the Committee or public may speak on any item not on the agenda that falls within the jurisdiction of this Committee; however, no action may be taken unless the Committee agrees to include the matter on a subsequent agenda.*

*Principal party on each side of an issue (where applicable) is allocated 10 minutes to speak, individual comments are limited to four minutes and individuals representing a group allocated five minutes. Individuals shall be allowed to speak to an item only once. The Committee reserves the right to waive said rules by a majority vote.*

**DEPARTMENT MATTERS**

***PUBLIC COMMENT***

*Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue (where applicable) is allocated 10 minutes to speak, individual comments are limited to four minutes and individuals representing a group allocated five minutes. Individuals shall be allowed to speak to an item only once. The Committee reserves the right to waive said rules by a majority vote.*

**1. Updates**

- Weed Abatement in Transportation Corridors/Status
- Activities with CAL FIRE
- Public Outreach Activities/Events

**2. Request for Proposal**

**3. Items for February Committee Agenda**

**4. Items to take to the Board of Directors**

**MATTERS TO AND FROM COMMITTEE MEMBERS**

**ADJOURNMENT**



**Fire and Emergency Services Committee**  
**Tuesday, December 12, 2017**  
**7:00 p.m.**  
**2502 Country Club Drive, Cameron Park**

**DRAFT Conformed Agenda**

Members: Chair Director Holly Morrison (HM), Vice Chair Ellie Wooten (EW) and  
Alternate Director Margaret Mohr

Staff: General Manager Jill Ritzman, Battalion Chief Mike Smith and Battalion Chief Douglas Michael Ferro

**CALL TO ORDER** - 7:05 p.m.

**ROLL CALL** – HM, EW

**ADOPTION OF AGENDA** - Adopted

**APPROVAL OF CONFORMED AGENDA** - Approved

**OPEN FORUM**

*At this time, members of the Committee or public may speak on any item not on the agenda that falls within the jurisdiction of this Committee; however, no action may be taken unless the Committee agrees to include the matter on a subsequent agenda.*

*Principal party on each side of an issue (where applicable) is allocated 10 minutes to speak, individual comments are limited to four minutes and individuals representing a group allocated five minutes. Individuals shall be allowed to speak to an item only once. The Committee reserves the right to waive said rules by a majority vote.*

**DEPARTMENT MATTERS**

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**1. Updates**

- Weed Abatement in Transportation Corridors, Status, Next Steps
- Weed Abatement Ordinance/Resolution
- Activities with CAL FIRE
- Public Outreach Activities/Events

**2. State Responsibility and Local Responsibility Areas within Cameron Park Community Services District Boundaries; Draft Resolution to Influence Boundaries of Local Assistance Area**

**3. Fire Chief Association Initiative for Alternative Funding Source Dedicated to Fire Services**  
(PowerPoint presentation available at meeting)

**4. Items for January Committee Agenda**

*Fire and Emergency Services Request for Proposal*

**5. Items to take to the Board of Directors**

- *Resolution for Local Responsibility Area/State Responsibility Area Boundaries*
- *Fire Chief's Presentation*

**MATTERS TO AND FROM COMMITTEE MEMBERS**

**ADJOURNMENT** – 9:07 p.m.

## Agenda Transmittal

**DATE:** January 9, 2017

**FROM:** Jill Ritzman, General Manager

**AGENDA ITEM #2:** REQUEST FOR PROPOSAL

**RECOMMENDED ACTION:** Authorize the Release of Fire & Emergency Services Request for Proposal; and Approve the Selection Process for Fire & Emergency Services

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**BUDGET ACCOUNT:** FIRE DEPARTMENT 3000

**BUDGET IMPACT:** To Be Determined

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### RECOMMENDATION

- Authorize the Release of Fire & Emergency Services Request for Proposal;
- Approve the Selection Process for Fire & Emergency Services

### BACKGROUND

On September 25, 2017, the Board of Directors approved a recommendation to have the General Manager Circulate the Fire and Emergency Services Request for Proposal. There has been changes to District leadership positions since that time. Staff is returning to the Board for authorization to release the Request for Proposal for Fire & Emergency Services, and to approve the Selection Process for proposers.

### DISCUSSION

Interim General Manager Rich Ramirez developed the attached Request for Proposal (RFP). The document is based upon similar documents from the California cities of Costa Mesa and Marysville. In addition, excerpts from agencies in Arizona and Colorado that had sought proposals from both public and private entities for fire and emergency response services were included in the RFP.

Staff is proposing a community engagement selection process to recommend an agency to the Board of Directors for consideration. The goal is to establish a fair & objective process with involvement by community members, professionals with experience in fire and emergency services and members of the Board of Directors Fire & Emergency Services Committee. The Selection Process is detailed in Attachment B.

Estimated Timeline

|  |                     |
|--|---------------------|
| RFP Open (6 week duration) .....                                   | February 1          |
| Pre-Bid Meeting & Facility Tour .....                              | week of February 12 |
| Deadline for Proposals .....                                       | March 16            |
| Professional Review Panel .....                                    | week of March 26    |
| Notification to Proposers of Interview .....                       | week of April 2     |
| Community Selection Panel interviews.....                          | week of April 16    |
| Negotiate Contract, General Manager & Legal Counsel (2 weeks)..... | April 19 – May 4    |
| Board of Directors considers proposed contract.....                | May 16              |

Attachment A: Request for Proposal  
Attachment B: Selection Process Outline





# Request for Proposal Emergency Services

Cameron Park Community Services District  
2502 Country Club Drive  
Cameron Park, CA 95682

Board of Directors:  
Holly Morrison, Vice President  
Margaret Mohr, Director  
Greg Stanton, Director

Richard J. Ramirez, Interim General Manager

**Issued ??? 2017**  
**Submittal Deadline ???, 2017**

# EMERGENCY SERVICES REQUEST FOR PROPOSAL

Dear Proposers:

The Cameron Park Community Services District (hereinafter referred to as the “CSD”) is requesting proposals from qualified agencies to provide Fire Protection, Emergency Medical, Fire Prevention and emergency dispatch services to the Community (hereafter referred to as Emergency Services). The CSD is interested in exploring all viable alternatives for these services, in alternatives that will meet or exceed current performance standards and/or capabilities for fire and emergency services and fire prevention, while also addressing concerns of ability to pay, cost containment, service duplication, and regional cooperation.

## 1. BACKGROUND

On July 26, 2017, the Board of Directors of the CSD agreed to move forward with a comprehensive review and analysis of seeking proposals for Emergency Services.

The CSD is a special district under the California Government Code, with a five member Board of Directors, a General Manager and General Counsel, who serve under agreement to the Board but at the pleasure of the CSD Board of Directors. The District’s General Fund budget of over \$\_\_\_\_ and Emergency Services reports to the General Manager.

As a CSD, the District, in addition to Emergency Services, provides solid waste collection (by contract, private conditions, covenants and regulation enforcement for its \_\_\_\_ homeowner associations; parks, recreation, special events and lighting and landscaping services.

The CSD currently contracts for Emergency Services with Cal-Fire. The Fire Chief is appointed by the State of California and had general supervision by the General Manager under the provisions of the current contract. Said Contract will be extended for a one-year period in August 2017 while the CSD conducts the Request for Proposal (RFP) and deliberates on the results of the proposals submitted.

CSD Emergency Services consists of \_\_\_\_ full time positions that provide administrative services as well as staffing for the two fire stations. Personnel are distributed in the following manner:

\_\_\_\_ sworn career firefighters of which \_\_\_\_ are suppression positions, \_\_\_\_ are licensed paramedic positions, and two Battalion Chiefs and one Fire Chief. Administrative support is provide by \_\_\_\_\_.

The Emergency Services provides fire administration, fire prevention including inspection, plan check, emergency preparedness, and education using sworn staff and operates two fire stations with sworn staffing and equipment as follows:



Station #\_\_\_\_(located at\_\_\_\_): Para-medics Ambulances\_\_\_\_; Engines \_\_\_\_; Trucks\_\_\_\_; Special Equipment (list) e.g., USAR, Quint Truck, etc.

Station #\_\_\_\_ (located at\_\_\_\_\_)

The 2017-18 agreement with Cal-Fire is a not to exceed \$\_\_\_\_\_. The General Manager’s draft budget for the same period is \_\_\_\_\_. Midyear budget review requires Cal-Fire to report on the status of operations and to request any budget amendments, provided they do not exceed the contract amount. Anything over the contract amount is absorbed by \_\_\_\_\_.

In addition to general fund support, the CSD receives \$\_\_\_\_\_ for Para-Medic Ambulance Transport Services through \_\_\_\_\_. The annual reimbursed through the \_\_\_\_\_ is \_\_\_\_\_. The General Fund provides \_\_\_\_\_ for Emergency Services.

**Incident Statistics**

The Emergency Services responded to \_\_\_\_\_ incidents during calendar year 2017. The incident types and counts are listed below:

Inside the CSD Service Boundaries: \_\_\_\_\_

Outside CSD Service Boundaries: Automatic Aid\_\_\_\_\_; Mutual Aid\_\_\_\_\_

Current Response Times: As part of this RFP, the CSD has listed response times for different types of emergency responses as follows (NOTE: All response time are in CSD District Boundaries Only and do not apply to Automatic or Mutual Aid outside of District):

Respond to Code 3 Emergency Medical Services incidents within \_ minutes 90% of the time (\_ minutes turnout time, and \_ minutes travel time)

Respond to Code 3 Fire and Rescue incidents within \_ minutes and \_ seconds 90% of the time (\_ minute turnout time, and \_ minutes travel time)

**2. SCHEDULE OF EVENTS**

This request for proposal will be governed by the following schedule:

|                                      |      |
|--------------------------------------|------|
| Release of RFP                       | 2017 |
| Deadline for Written Questions       | 2017 |
| Responses to Questions Posted on Web | 2017 |
| Proposals are Due                    | 2017 |

|                               |       |
|-------------------------------|-------|
| Interview (if held)           | 2017  |
| Proposal Evaluation completed | 2017  |
| Directors Review of Contract  | (TBD) |

All dates are subject to change at the discretion of the CSD

### 3. SCOPE OF WORK

The CSD is seeking capable agencies to provide a full array of fire, emergency medical transport, and other emergency/non-emergency services. Such services may include:

- Fire suppression
- Vehicle and technical rescue
- Hazmat response
- Emergency medical transport response (ALS and BLS), support and training
- Training and personnel development
- Fire Prevention to include: code enforcement, plans review, inspections, investigation, hazardous materials disclosure coordination, fee billing and public education
- Fire administration and support to include: time and attendance reporting; fire and emergency medical services (EMS) records management; information technology (IT); human resource management; budgeting, accounting, purchasing, project management, clerical support, scheduling, internal and external coordination, public education, disaster preparation and fleet management.
- Fire Dispatch
- Fleet Maintenance (See list of Fire Vehicles attached as Appendix \_).
- EOC & Incident command
- For each agency submitting a proposal for Emergency Services, the following are considered mandatory:
  - The ability to provide advanced life support service (ALS) and transport within the requirements of \_\_\_\_\_, who is responsible for the approval of any emergency medical service-paramedic (EMT-P) provider in El Dorado County.
  - The ability to serve as a critical element within the CSD's emergency response system and provide command staff during a major emergency. Provider must establish ability to enter into

or current mutual and automatic aid agreements with surrounding jurisdictions and CALEMA (?).

- The ability to meet the general responsibilities for delivering Emergency Services and to provide such services in a manner that delivers these services using generally accepted practices within the level of service agreed to with the CSD. Please see the proposed Draft Agreement attached in Appendix \_ for required insurance levels and coverage.

With respect to related supplies and services the CSD and provider will work together to develop the required materials needed to operate Emergency Services. Those cost will be make part of the budget and will be the responsibility of the CSD. Emergency Services will account for all such supplies and services provided by the CSD.

See Attachment \_ for certification program exhibits reflecting training expected of firefighters and EMS personnel under current standards of the Cameron Park Fire Department.

#### **4. PROPOSAL FORMAT GUIDELINES**

Interested agencies are to provide the CSD with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than \_\_ typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals, which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this RFP and any awarded contract, may be rejected. The following proposal sections are to be included in the Proposer’s response:

##### **Provider Application Form and Cover Letter**

Complete Appendix \_, “Request for Proposal-Vendor Application Form” and attach this form to the cover letter. A cover letter, not to exceed two pages in length, and should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor’s office located nearest to the Cameron Park, California and the office from which the project will be managed.

##### **Background and Project Summary Section**

The Background and Project Summary Section should describe your understanding of the CSD, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

## Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include an implementation plan that describes in detail:

- The methods, including controls by which your agency manages projects of the type sought by this RFP;
- Methodology for soliciting and documenting views of internal and external stakeholders; and
- Any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work paying particular attention to how and under what timetable you would transition into serving as the CSD's Emergency Services Operation; identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.

Detailed description of efforts your agency will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section; e.g. use of focus groups to evaluate service, response time, etc.

Detailed description of how your Agency's Proposal will maximize efficient, cost-effective operations and will meet or exceed current performance standards and/or capabilities.

Detailed description of specific tasks you will require from CSD staff. Explain what the respective roles of CSD staff and your staff would be to complete the tasks specified in the Scope of Work.

Proposers may perform some or all of the services identified in this Request for Proposals. The CSD will consider partial proposals and may award contracts for some or all of the services identified and may award more than one contract. If your Proposal is for only some of the services identified, please clearly identify which services you propose to provide.

Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations and will meet or exceed current performance standards and/or capabilities. In addition, the CSD will consider proposals that offer alternative service delivery means and methods for the services desired.

Proposers are also requested to identify any CSD owned facilities or property, including existing fire stations, apparatus and equipment which Proposer would propose to use or lease, purchase, or rent from the CSD in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such apparatus, equipment and facilities, and how this proposed structure affects the overall cost proposal to the CSD.

## Staffing

Provide a list of lead personnel who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.<sup>1</sup> Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the CSD for approval before they begin work.

## Qualifications

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

A summary of your firm/agency demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal. Preference will be given to Proposers who can demonstrate 5-10 years of analogous experience in delivering Emergency Incident Management, Fire Suppression, Fire Prevention and ALS Emergency Medical Transport Services to an Urban Municipality of like size, demographics and complexity, which includes a commercial, industrial, and residential mix.

In addition, if you propose to provide your own personnel to provide maintenance of the current fire fleet and equipment (see inventory in Attachment \_\_\_), the following minimum qualifications apply.

Proposer shall provide a minimum of one full time staff member certified as required per NFPA 1071 Emergency Vehicle Technician Professional, and California State Certified Fire / Master Mechanic level III with Pump certificate.

Proposers will provide ASE master (or equal) proficiency trained working staff to service all other equipment.

Proposers will provide working staff that have Commercial Licenses (CDL) to test drive DOT regulated equipment after repair.

Proposer will manage the CDL random drug test program for their staff as required by California Highway Patrol and Department of Transportation and advise the CSD Representative of non-compliance.

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<sup>1</sup> Hourly rates for the proposed personnel shall be set forth on Appendix \_\_\_.

License Requirement: Prior to the award of the contract the Contractor must be licensed in the State of California with a valid Bureau of Automotive Repair license or other appropriate and legal designation.

Provide at least three references that received similar services from your firm. The CSD reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client name
- Type of service provided
- Project start and end dates
- Client project manager name, telephone number, and e-mail address

#### Financial Capacity

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements State Controller's audit report. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

#### Fee Proposal

All Proposers are required to use the form in Appendix \_ to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

#### Disclosure

Please disclose any and all past or current business and personal relationships with any current CSD elected official, appointed official, employee, or family member of any current CSD elected official, appointed official, or employee. Any past or current business relationship may not necessarily disqualify the firm from consideration.

#### Sample Agreement

The firm selected by the CSD will be required to execute an Agreement for Services (Agreement) with the CSD. The form of the Agreement will be negotiated upon tentative award of the proposal selected by the Board. Said agreement shall be prepared by selected provided and be subject to review by the CSD's General Counsel.

## Checklist of Forms to Accompany Proposal

As a convenience to Proposers, following is a list of the forms, included as appendix to this RFP, which should be included with proposals:

- Vendor Application Form
- Ex Parte Communications Certificate
- (2) Price Proposal Form
- Disclosure of Government Positions (4) Disqualifications Questionnaire

## **5. PROCESS FOR SUBMITTING PROPOSALS**

### Content of Proposal

The proposal must be submitted using the format as indicated in the proposal format guidelines.

### Preparation of Proposal

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

### Number of Proposals

Submit one original, five (5) hard copies plus one disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

### Submission of Proposals

Complete written proposals must be submitted in sealed envelopes marked and received no later than 4:00 p.m. (P.S.T) on ??? to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

Richard J. Ramirez, Interim General Manager  
FIRE SERVICES PROPOSAL  
Cameron Park Community Services District  
2502 Country Club Drive  
Cameron Park, CA 95682

## Inquiries

Questions about this RFP must be directed in writing, via e-mail to:

Richard J. Ramiez, Interim General Manager  
rramirez@cameronpark.org

The CSD reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the CSD website, cameronpark.org; Proposers should check this web page daily for new information. The CSD will endeavor to answer all written questions timely received no later than ???. The CSD reserves the right not to answer all questions.

From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate outside the process set forth in this RFP with any CSD employee other than the contracting officer listed above regarding this RFP. The CSD reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the CSD.

## Conditions for Proposal Acceptance

This RFP does not commit the CSD to award a contract or to pay any costs incurred for any services. The CSD, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The CSD may waive any irregularity in any proposal. All proposals will become the property of the CSD. If any proprietary information is contained in the proposal, it should be clearly identified.

In the event that there is a challenge to the award of contract, or the recommended award of contract (collectively defined only for purposes of this section as a Claim), the Proposer to whom the contract is awarded, or recommended to be awarded, will assume all responsibility for any Claim, and will defend, indemnify, and hold harmless the CSD from and against all damages (including but not limited to legal fees that may be awarded), and pay any and all costs and expenses, including but not limited to CSD's reasonable costs and legal fees, related to the Claim. The CSD may tender the defense of a Claim or may, in its sole discretion, choose to defend the Claim itself and be entitled to prompt reimbursement of its reasonable costs and expenses, including but not limited to legal fees, as they occur. In the event the CSD tenders the defense of the Claim, it retains the right to approve any settlement of a Claim and may reasonably object to any counsel defending the Claim. Such costs and legal fees shall not be reimbursable to Proposer by CSD through any awarded contract.

Notwithstanding the preceding paragraph, this indemnity and defense obligation does not apply to the extent any Claim is based on the CSD's failure to follow the procurement procedures set forth in this RFP.

By submitting a proposal in response to this RFP, and in consideration for the CSD's review of its Proposal, Proposer agrees to this indemnity and defense obligation, which shall be in effect from the time a Proposer submits a proposal until such time, if any, as the CSD awards a contract and the time



for challenging such an award has expired. In addition, any Proposal shall remain a firm offer to the CSD during the pendency of any Claim. Proposers shall execute the acknowledgement of this obligation on Appendix ?.

**6. EVALUATION CRITERIA**

The CSD will award the contract to the lowest responsible proposer. The award will be based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

Qualifications of Firm and Key Personnel..... Up to 25%

Includes a firm's ability to provide the requested scope of services, the firm's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

Approach to Providing the Requested Scope of Services..... Up to 25%

Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

Price Proposal ..... Up to 25%

Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Appendix \_.

Innovative and/or Creative Approaches to Providing the Services that Provide Additional Efficiencies or Meet or Exceed Current Performance Standards and/or Capabilities ..... Up to 25%

**7. EVALUATION OF PROPOSALS AND SELECTION PROCESS**

An Evaluation/Selection Committee (Committee), which may include members of the CSD staff, community, and possibly outside experts, will screen and review all proposals according to the weighted criteria set forth above. (See Section 10. EX PARTE COMMUNICATIONS.) While price is one basic factor for award, it is not the sole consideration.

**Responsiveness Screening**

Proposals will first be screened to ensure responsiveness to the RFP. The CSD may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the CSD reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

## Initial Proposal Review

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The CSD may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the CSD. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The CSD may conclude the evaluation process at this point and recommend award to the lowest responsible proposer. Alternatively, the CSD may elect to negotiate directly with one or more Proposers to obtain the best result for the CSD prior to making a recommendation or selection.

## Interviews, Reference Checks, Revised Proposals, Discussions

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for ?? and will be conducted at ????. This date is subject to change. The individual(s) from Proposer's firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the CSD may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process, e.g. meet with auditory firm who conducted your last audit.

Following conclusion of this stage of the evaluation price, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The CSD may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The CSD may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the CSD, the CSD may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

## **8. PROTEST PROCEDURES**

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the CSD General Counsel, Mr. Jason Epperson (hereafter referred to as "General Counsel"), at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to General Counsel, within forty-eight hours from receipt of the notice from the CSD advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The General Counsel will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the CSD Board of Directors will be considered. Should Proposer decide to appeal the response of the General Counsel, and pursue its protest at the Board of Directors' meeting, it will notify the General Counsel of its intention at least two days prior to the scheduled meeting.

## **9. CONFIDENTIALITY**

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the CSD and Proposer, shall be available to the public. The CSD intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the Board of Directors.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the CSD withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the CSD withhold from disclosure information identified as confidential, and the CSD complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the nondisclosure, indemnify and hold harmless the CSD from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the CSD or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the CSD withhold from disclosure information identified as confidential, the CSD shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the CSD.

## **10. EX PARTE COMMUNICATIONS**

Proposers and Proposers' representatives should not communicate with the Board of Directors members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the CSD, including any member of the evaluation panel, with the exception of the Interim General Manager, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the CSD during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the CSD on the Proposer's behalf. Proposers shall include the Ex Parte Communications form (Appendix \_) with their proposals certifying that they have not had or directed prohibited communications as described in this section.

## **11. CONFLICT OF INTEREST**

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under this Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

## **12. DISCLOSURE OF GOVERNMENTAL POSITION**

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the CSD, the CSD requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form." (See Appendix ?.)

## **13. CONDITIONS TO AGREEMENT, IF ANY**

The selected Proposer will execute an Agreement for Services with the CSD describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Appendix \_ to this RFP, which may be modified by CSD. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in Exhibit ?..

Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. The CSD may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

#### **14. DISQUALIFICATION QUESTIONNAIRE**

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a Proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix ?.

#### **15. STANDARD TERMS AND CONDITIONS**

##### Amendments

The CSD reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments and additional information will be posted to the CSD website, [cameronpark.org](http://cameronpark.org); Proposers should check this web page daily for new information.

##### Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the CSD.

##### Insurance Requirements

CSD requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the CSD for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the CSD with the Certificates of Insurance proving coverage as specified within Appendix \_.

# APPENDIX A

## Emergency Services Provider Application Form

---

Type of Applicant:             New             Current Provider

---

Legal Contractual Name of Corporation

---

Name of Contact Person for Agreement

---

Corporate Mailing Address

---

City, State and Zip Code

---

Email Address

---

Name of Contact Person for Proposal

---

|                  |               |
|------------------|---------------|
| Title            | Email Address |
| Telephone Number | Fax Number    |

---

Federal Tax Identification Number

---

Is Your Business (check one)

- Non-Profit Corporation             For Profit Corporation

Is Your Business (check one)

- Corporation             Limited Liability Partnership  
 Individual             Sole Proprietorship  
 Partnership             Unincorporated Association

**Names & Titles of Corporate Board Members**

Also list names & titles of persons with written authorization/resolution to sign contracts.

| Name | Title | Telephone Number |
|------|-------|------------------|
|      |       |                  |
|      |       |                  |
|      |       |                  |
|      |       |                  |
|      |       |                  |

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## APPENDIX B

### Ex Parte Communications Certification

Please indicate by signing below one of the following two statements (only sign one statement).

*I certify that Proposer and Proposer's representatives have not had any communication with a CSD Board of Directors member concerning the Emergency Services RFP at any time after ???.*

\_\_\_\_\_  
*Signature*

OR

*I certify that Proposer or Proposer's representatives have communicated after ?? with a CSD Board of Directors member concerning the Emergency Services RFP. A copy of all such communications (e.g. emails, letters, memos, phone calls, meetings) is attached to this form for public distribution.*

\_\_\_\_\_  
*Signature*



# APPENDIX C

## Emergency Services Pricing Proposal Form

If selected, \_\_\_\_\_ will provide the following services/programs (check each box for the corresponding service to be provided for under this proposal):

Dispatch - If your proposal does not include dispatch services indicate who will dispatch:

Fire suppression

Vehicle and technical rescue

Hazmat response

Emergency medical response, support and training: ALS, BLS or both (Circle)

Emergency medical transport: ALS, BLS, or both (Circle)

Training and personnel development

Fire Prevention to include: code enforcement, plans review, inspections, investigation, hazardous materials disclosure coordination, fee billing and public education

Weed abatement administration

Fuel reduction - Please detail how this will be undertaken:

Fire administration and support to include: time and attendance reporting; fire and EMS records management; IT; human resource management; budgeting, accounting, purchasing, project management, clerical support, scheduling, internal and external coordination, public education, disaster preparation and fleet management

Fleet Maintenance (see list of fire vehicles attached as Appendix \_)

EOC and incident command

Community Relations and Outreach - Detail what your programs will include:

### Other Functions

If your proposal will provide programs or services beyond those listed above, please detail below:

**IMPORTANT - Strike out ANY above service, program or activity not provided as part of this proposal.** If a service, program or activity is not provided as part of this proposal, detail who will provide the service, program or activity and at what cost:

Under this proposal emergency services will be deployed in the following manner:

\_\_\_\_\_ will provide 24/7 emergency services as listed above during the following hours per shift \_\_\_\_\_ and number of shifts per \_\_\_\_\_

Station # \_\_\_\_\_

- Total number of sworn personnel (including command personnel) \_\_\_\_\_;
- Total Number of non-sworn personnel \_\_\_\_\_;
- Number of personnel assigned to Para-medical Ambulances \_\_\_\_\_;
- Number per shift \_\_\_\_\_;
- Number of personnel assigned to Engines; number per shift \_\_\_\_\_;
- Number of personnel assigned to Truck(s) \_\_\_\_\_;
- Number per shift \_\_\_\_\_;
- Number of personnel assigned to Special Equipment (list) or Special Ops e.g., USAR, Quint Truck, etc. \_\_\_\_\_

Station # \_\_\_\_\_

- Total number of sworn personnel (including command personnel) \_\_\_\_\_;
- Total Number of non-sworn personnel \_\_\_\_\_;
- Number of personnel assigned to Para-medical Ambulances \_\_\_\_\_;
- Number per shift \_\_\_\_\_;
- Number of personnel assigned to Engines; number per shift \_\_\_\_\_;
- Number of personnel assigned to Truck(s) \_\_\_\_\_;
- Number per shift \_\_\_\_\_;
- Number of personnel assigned to Special Equipment (list) or Special Ops e.g., USAR, Quint Truck, etc. \_\_\_\_\_

Please indicate the cost for providing services checked off above and for deploying personnel.

General Administration, including but not limited to weed abatement, etc.

\$ \_\_\_\_\_ Year One

\$ \_\_\_\_\_ Year Two

\$ \_\_\_\_\_ Year Three

\$ \_\_\_\_\_ Year Four

\$ \_\_\_\_\_ Year Five

Station # \_\_\_\_\_

\$ \_\_\_\_\_ Year One

\$ \_\_\_\_\_ Year Two

\$ \_\_\_\_\_ Year Three

\$ \_\_\_\_\_ Year Four

\$ \_\_\_\_\_ Year Five

Station # \_\_\_\_\_

\$ \_\_\_\_\_ Year One

\$ \_\_\_\_\_ Year Two

\$ \_\_\_\_\_ Year Three

\$ \_\_\_\_\_ Year Four

\$ \_\_\_\_\_ Year Five

Grand Total for a five year contract: \$ \_\_\_\_\_

**Note:** For purposes of this proposal only the equipment and rolling stock identified in Exhibit \_\_\_\_ and owned by the Cameron Park Community Services District will be used to provide the checked-off services above. **If other equipment is required to carry out the service, e.g. dispatch, etc. please detail how that equipment will be provided and whether or not the price for contracting with \_\_\_\_\_ includes the required equipment.** IF they are not included in the price of the proposal, detail which equipment is are not included.

|  |
|--|
|  |
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# APPENDIX D

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

## APPENDIX E

### DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the agency currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."



## APPENDIX F

In the event that there is a challenge to the award of contract, or the recommended award of contract (collectively defined only for purposes of this section as a Claim), the Proposer to whom the contract is awarded, or recommended to be awarded, will assume all responsibility for any claim, and will defend, indemnify, and hold harmless the CSD from and against all damages (including but not limited to legal fees that may be awarded), and pay any and all costs and expenses, including but not limited to CSD's reasonable costs and legal fees, related to the claim. The CSD may tender the defense of a claim or may, in its sole discretion, choose to defend the claim itself and be entitled to prompt reimbursement of its reasonable costs and expenses, including but not limited to legal fees, as they occur. In the event the CSD tenders the defense of the claim, it retains the right to approve any settlement of a claim and may reasonably object to any counsel defending the claim. Such costs and legal fees shall not be reimbursable to Proposer by CSD through any awarded contract.

Notwithstanding the preceding paragraph, this indemnity and defense obligation does not apply to the extent any claim is based on the CSD's failure to follow the procurement procedures set forth in this RFP.

By submitting a proposal in response to this RFP, and in consideration for the CSD's review of its Proposal, Proposer agrees to this indemnity and defense obligation, which shall be in effect from the time a Proposer submits a proposal until such time, if any, as the CSD awards a contract and the time for challenging such an award has expired. In addition, any Proposal shall remain a firm offer to the CSD during the pendency of any claim.

I agree to the foregoing indemnity and defense obligation.

Proposer: \_\_\_\_\_

Dated: \_\_\_\_\_

# APPENDIX G

## Rolling Stock – Apparatus List

### FIRE APPARATUS



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# Attachment B

## Fire & Emergency Services - Request for Proposals

January 5, 2018

### Selection Process

#### Outcomes:

- Establish a fair & objective process with community and professional involvement
- Final recommendation to the Board of Directors from a community selection panel
- Secure a new long term (5+ years) contract for Fire & Emergency Services

#### Process components

1. Formal RFP released; six week window for responses
2. Notification to all area fire agencies
3. Pre-Bid meeting with Q/A and tour of stations
4. Professional panel to review written RFP, assess and score
5. Community panel conducts oral interviews & selects best candidate
6. General Manager & legal counsel negotiates final contract with recommended agency to be presented to BOD

### Professional Panel

Responsibilities: review and rank written RFP responses and developing oral interview questions for community member panel

#### Comprised of four members:

- ✓ Fire Services Retiree or Professionals, not associated with proposers (2)
- ✓ County OES staff (1)
- ✓ Board of Directors Fire Committee member (1)
- ✓
- Written scoring of each portion of RFP
- Go/No Go criteria to ensure capable agency moves on in process
- General Manager to participate in de-briefing after interviews; solicit feedback on possible contract terms

### Community Panel

Responsibility: conduct oral interview of eligible proposers

#### Comprised of six members:

- ✓ Appointee from each Board members (5)
- ✓ Fire Committee member (1)
- ✓ Professional panel member as advisory
- GM to participate in de-briefing after interviews; solicit feedback on possible contract terms

NOTE: All panel members are kept strictly confidential