

SAN MIGUEL CONSOLIDATED FIRE PROTECTION DISTRICT
2850 Via Orange Way
Spring Valley, CA 91978-1746

REQUEST FOR PROPOSALS/BIDS
Closing Date: March 9, 2012 @ 1600 Hours Pacific Time

Cover Sheet

Subject: Furnish the San Miguel Consolidated Fire Protection District (“SMCFPD”) with administration, management, and operation of the fire suppression and emergency response services and potentially other related services as set forth in the attached scope of services.

Agency: _____

Federal Tax I.D. No.: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Tel. No.: _____ Fax No.: _____

E-Mail: _____

Name: _____

Signature: _____

Title: _____

Date: _____

For Consideration as a responsive proposal, the following is required:

1. All information on this Request for Proposal (RFP) cover sheet must be completed and signed by an authorized individual.
2. Proposal must be submitted on or before the exact closing date and time. Proposals received after the exact closing date and time will NOT be considered.
3. Prospective providers must include a separate list of any exemptions of this Request for Proposals.

4. The San Miguel Consolidated Fire Protection District is not responsible for any costs or fees a prospective provider may incur as a result of this request for proposal.
5. SMCFPD reserves the right to reject any and all Proposals, to waive any informality or irregularity in any Proposal, and to be the sole judge of the merits of each Proposal. The awarding of an agreement, if any, shall be made in the best interests of SMCFPD and will not necessarily be awarded to the prospective provider who proposes the lowest fee/compensation. During the evaluation process SMCFPD reserves the right to request additional information or clarifications from prospective providers. At the discretion of SMCFPD, prospective providers may be requested to make oral presentations as part of the evaluation process.

Nothing in this Request for Proposals shall bind SMCFPD unless or until a separate agreement is developed and executed by the by SMCFPD following SMCFPD Board approval.

Nothing in this Request for Proposals shall be deemed to be of a confidential or proprietary nature. Proposals should not include any copyrights or trademark material or any information deemed to be trade secrets.

SMCFPD reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected.

REQUEST FOR PROPOSAL INSTRUCTIONS

1. **Firm Quote:** Prospective Providers' prices shall remain firm for a period of one hundred eighty (180) days from the Date Due, unless otherwise specified in the RFP.
2. **Informed Submission:** Before submitting Proposals, Prospective Providers must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at the Prospective Provider's own risk and they cannot secure relief on the plea of error.
3. **Ink or Typewritten:** All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the Proposal.
4. **Prices:** Prices shall be stated in units and made separately on each item. Where there is a conflict between unit prices and extended prices, unit prices will govern. Where there is a conflict between words and figures, words will govern.
5. **Offers of More Than One Price:** Prospective Providers are allowed to submit more than one Proposal but not more than three Proposals. Prospective Providers may submit one Base Proposal and two Alternate Proposals. Where Prospective Providers submit more than one Proposal, one Proposal shall be marked "Base Proposal" and the others should be marked "Alternate Proposal." Each Base and Alternate Proposal shall be submitted in accordance with the terms and conditions of this solicitation. Prospective Providers may reproduce this solicitation to submit Alternate Proposals.
6. **Questions, Interpretation, or Correction of Proposal Documents:** Prospective Providers shall notify SMCFPD promptly of any error, omission, or inconsistency that may be discovered during examination of the solicitation. Request for interpretation, correction, or clarification shall be made in writing to SMCFPD. Questions related to this RFP shall be directed to Fire Chief August Ghio via email at aghio@smgfire.org or by phone at (619) 961-5681 and shall arrive at least fourteen (14) working days before the Submittal Deadline. The Prospective Provider's company name, address, phone, and fax number, and contact person must be included with the questions or comments.
7. **Results:** The Fire Chief of SMCFPD will present the accepted Proposals to SMCFPD Board of Directors. The Prospective Providers, whose Proposals are accepted for consideration in accordance with the procedures set forth in this RFP, will be informed of the date, time, and location of the Board of Directors meeting where the Proposals will be presented.

8. **Rules for Submitting Proposals:**
 - a. **Due Date.** Proposals must arrive at SMCFPD Headquarters Office at 2850 Via Orange Way, Spring Valley, CA 91978-1746 by March 9, 2012 at 1600 hours.
 - b. **Responsibility.** Prospective Providers are solely responsible for ensuring their Proposal is received by SMCFPD in accordance with the solicitation requirements, before the date and time specified above, and at the place specified. SMCFPD shall not be responsible for any delays in mail or by common carriers or mistaken delivery. Delivery of Proposals shall be made at the office specified above. Deliveries made before the Due Date and time, but to the wrong SMCFPD office, will be considered non-responsive unless re-delivery is made to the office specified before the Due Date and time specified in the RFP.
 - c. **Time for Receipt.** Proposals received after March 9, 2012 at 1600 hours will be considered late.
 - d. **Extension of Due Date and/or Time.** SMCFPD reserves the right to extend the Due Date and/or time when it is in the best interest of SMCFPD.
 - e. **Facsimile Transmissions.** Proposals may NOT be submitted by facsimile.
 - f. **Signature.** For Proposals to be valid, each Proposal shall be signed by an authorized representative of the Prospective Provider.
 - g. **Sealed.** Proposals may be submitted by hand, mail, UPS, Federal Express, or other common carrier. Proposals shall be submitted in a sealed envelope.
9. **Cancellation of Solicitation:** SMCFPD may cancel this solicitation at any time.
10. **Compliance or Deviation to Specifications:** It is understood that the materials, equipment or services offered by the Prospective Provider will meet all requirements of the specifications in this RFP unless deviations are clearly indicated in an attachment entitled "Exceptions to Specification" submitted and signed by the Prospective Provider's authorized representative. In order for the Proposal to be considered, an explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it was taken.
11. **Legal Compliance:** The Prospective Provider agrees that any item(s)/service(s) offered comply with all State, Federal, and Local laws; Federal and State Occupational Safety and Health Acts; and applicable standards and regulations.

12. **Contract:** All parties understand that this solicitation is for purposes of consideration of a possible future Contract for Services. The Board of Directors of SMCFPD may use the information provided in the Proposal(s) to make a decision whether to enter into a formal Contract for Services at a later date or not. This is a fact finding effort only and not an offer of contract. Nothing in this RFP or the acceptance of the supplied Proposal, shall be binding to SMCFPD or its Board of Directors.
13. **Rights Reserved:** SMCFPD reserves the right to reject any or all Proposals or any part thereof, or to accept any Proposal or any part thereof, or to waive any informalities of a Proposal, whenever it is deemed to be in the best interest of SMCFPD. SMCFPD also reserves the right to reject the Proposal of any Prospective Provider who has previously failed to perform adequately for SMCFPD or any other governmental agency.
14. **Examination of Specification and Site:** Prospective Providers are expected to carefully examine the site(s) of the proposed work, the RFP specifications, and appropriate forms. They shall satisfy themselves as to the character, quality, and quantities of work to be performed; materials to be furnished; and the requirements of the proposed specifications.
15. **Timelines:** The timeline for the Request for Proposal (RFP) process is as follows:
 - December 23, 2011 – Release RFP
 - January 11, 2012 – RFP Responder Conference
 - March 9, 2012 – Due Date for Proposal Submittal

A RFP Responder Conference will be held on January 11, 2012, at San Miguel Headquarters from 0900 hours to 1100 hours. RFP responses will be due no later than 1600 hours on March 9, 2012. Responses shall be delivered to the San Miguel Headquarters located at 2850 Via Orange Way, Spring Valley, CA 91978.

Questions related to this RFP shall be directed to Fire Chief August Ghio via email at aghio@smgfire.org or by phone at (619) 961-5681.

**REQUEST FOR PROPOSALS/BIDS TO PROVIDE FIRE PROTECTION AND
EMERGENCY RESPONSE SERVICES FOR THE SAN MIGUEL
CONSOLIDATED FIRE PROTECTION DISTRICT**

December 2011

I. Purpose of Request

The following information is provided by the San Miguel Consolidated Fire Protection District (“SMCFPD”) as a Request for Proposals/Bids toward determining the feasibility and costs associated with the potential development of a contract for the provision of emergency response services to SMCFPD which would include, but not be limited to fire service management services, fire protection, hazardous materials response, emergency medical services, and potentially other related services that are consistent with the current or improved levels of services currently being provided by SMCFPD. SMCFPD encourages local agencies that have the experience in managing emergency services in a district of similar size and all risk/all hazard complexity such as SMCFPD.

The primary service category for which SMCFPD is seeking proposals is that of fire suppression and emergency response services. However, should there be potential to provide more cost effective service delivery for the other areas listed in this scope of work, at an equal or greater level and at reduced cost, SMCFPD would be interested in a proposal related to those as well.

The evaluation criteria for a prospective provider will include, but is not limited to the following principles:

- a. Can the provider provide better or equal services and or coverage to that SMCFPD is currently providing as set forth below in the Scope of Work at a lower/affordable costs. SMCFPD’s 2011-12 budget is included in the RFP for comparison purpose. (Attachment A).
- b. Responsiveness to RFP: All proposals shall be reviewed to verify that the Proposer has met the minimum requirements of the RFP. Proposers are encouraged to follow the format of the RFP in order to facilitate District review. The District reserves the right to reject any proposal which is non-responsive or fails to meet the minimum requirements of this RFP.
- c. It is the District’s intent to select an agency best evidencing demonstrated competence and professional qualification to perform the described services. The evaluation and potential award of a contract will be selected on the basis of information provided in the RFP, any in-person presentations, and the results of the District’s research and investigation.
- d. The District may evaluate all options for ensuring that adequate fire protection and other emergency services are available to best serve the lives and property in and around SMCFPD. This may include, but is not limited to, contracting for services, merging with another fire agency(ies),

maintaining the current department, or other options that may be identified. While all options are on the table, assumption for employment of the entire incumbent firefighting workforce is a priority.

II. District Profile

The San Miguel Consolidated Fire Protection District is an organization, which exists solely to provide a service to the community. An elected seven member Board of Directors governs the District. Operating on an annual budget of \$19,619,946 for fiscal year 2010/2011, the District covers a 47 square mile area in the eastern portion of urban San Diego County, serving the communities of Bostonia, Casa de Oro, Crest, Mt. Helix, La Presa, Rancho San Diego, Spring Valley, and unincorporated areas of El Cajon and La Mesa. San Miguel's 80 full time employees provide suppression, prevention and emergency medical services to approximately 134,000 residents. The staff is comprised of a Fire Chief, 3 Division Chiefs, 3 Battalion Chiefs, 24 Captains, 24 Engineers, 1 Firefighter, 20 Firefighter/Paramedics, 1 Business Services Manager, 2 Administrative Specialists, 1 Secretary, 1 Fire Marshal, 2 Fire Inspectors, 1 Public Information Officer, 1 Fleet Supervisor, 1 Mechanic, and 30 Reserve Firefighters. The District has eight fire station locations.

III. Scope of Work

SMCFPD is seeking a proposal that should include provisions for the following:

A. Fire Chief/District Leadership:

A clear and visible command and leadership presence of an appropriate rank and experience level will be required to ensure and/or perform the following objectives:

- Provide District leadership.
- Ensure individual and organizational accountability.
- Organize and coordinate Divisional objectives.
- Ensure a strong community presence, establish and maintain effective community communications and relationships.
- Develop vision and strategic plans to maintain and improve Core Services.
- Lead grant development, tracking, award, and audit efforts.

B. District Administration

- Provide Fiscal management and oversight at the direction of the District Board including the preparation of Annual Budget and overseeing Annual Audit.
- Board of Directors Support:
 - Develop and post Board meeting agendas.

- Provide Secretary for taking and publishing Board meeting minutes and audio recordings.
- Provide responses to requests for Public Records.
- Provide assistance with developing and archiving Board Resolutions.
- Attend bi-monthly Board of Directors meetings (2nd and 4th Wednesday of each month at 5:30 p.m.) with the following prepared reports:
 - Monthly Fire Chiefs report on services, performance objectives, programs, etc.
 - Annual Fire Operations/EMS Status report.
 - Annual Facility Status/Needs report.
 - Annual End of Year Budget close out report.
 - Annual Workers Comp report.
 - Annual Goals and Objectives/Accomplishments report.
 - Annual Fleet/Equipment replacement report.
 - Annual Fire Prevention report.
 - Annual Training Report.
 - Annual Grant/Donations report.
 - Annual Community Outreach/Preparedness Programs report.
 - Bi-Annual Strategic Plan update/report.
 - Bi-Monthly Correspondence report.
- Respond to citizen and business complaints within 24 hours.
- Respond to Public Records requests within legal requirements.
- Provision/Maintenance of Injury/Illness/Prevention and Safety programs.
- Provide billing, collection, and payment services for fee based programs, employee paychecks, vendor/contractor services and other partnerships as noted in the annual budget.
- Management of Insurance, Claims Management and Workers Compensation.
- Provide Risk Management services.
- Operate District E.O.C. as needed.
- Represent the District SMCFFPD in professional organizations:

San Diego County Fire Chiefs' Association.

San Diego Fire District's Association.

- Provide Human Resources Management services.
- Provide Employee Assistance Program and Critical Incident Stress Debriefing services.
- Maintain Legal/Litigation support.
- Records management including incident reporting, training records.
- Grant application, reporting, and management.

- Clerical and secretarial support.
- Provide IT services and support for eight fire stations, administrative HQ and fleet maintenance facility.

C. Emergency Operations

Assume responsibility for delivery of fire protection and other emergency services. Adhere to the following service delivery and staffing levels/requirements:

1. Service Delivery Levels:
 - a. Response Services shall be provided including, fire suppression, advanced life support first responder paramedic services, rescue services, hazardous materials response capability, fire investigation with cause and origin, automatic and mutual aid fire suppression, within the boundaries of SMCFPD and other related emergency response aid to adjacent and surrounding jurisdictions.
 - b. Response Times:
 - Dispatch Time (from PSAP transfer to Fire Dispatch center 1 minute or less to dispatch of apparatus).
 - 1st in Company to be at scene in 8 minutes or less, 90% of the time District-wide.
 - Chute Time (time from initial dispatch to wheels rolling) 2 minutes or less 90% of the time.
 - c. Provide for the continuance of current service agreements that include, but are not limited to the California Fire Assistance Agreement, direct agreements with the U.S. Forest Service, and others as applicable.
 - d. Provide and participate in Special Events scheduled in the District including the planning, permit approval process, and be responsible for the development of Incident Action Plans for those events.
 - e. Provide Battalion Chief coverage with response requirements of being at scene in 12 minutes or less, 90% of the time District-wide.
 - f. Provide Back-Up Duty Chief coverage for escalating or secondary incidents.

- g. Develop plan to reduce stress at fire stations where high incident response volume is experienced with a possible station rotation system or other methodology.
 - h. Comply with NFPA recommendation for 15 Firefighters as minimum response to structure fires.
 - i. The District has historically up staffed additional apparatus during extraordinary events such as major winter storms or significant extended Santa Ana weather conditions. This equals one 3 person crew approximately 5 days/24 hours per year on average.
 - j. RIC/IRIC compliance and within Central Zone requirements.
 - k. All medical aid related calls to have 1st responder paramedic and AMR paramedic ambulance response.
 - l. Maintain and ensure compliance with AMR Pre-Hospital Emergency Medical Services Agreement (Attachment B).
 - m. Contractor will continue to provide cross staffing for the following apparatus/service types:
 - One cross staffed Rescue/Light Air apparatus.
 - Three Type III Brush apparatus (this is a discussion point for number of Brush apparatus necessary to meet needs of area served).
 - Two OES Type I apparatus.
 - n. District Move-Up and Cover guidelines: To be met per existing Central Zone guidelines (Attachment C).
 - o. Resource Deployment guidelines (District Drawdown) (Attachment D).
 - p. Other Operational programs to be maintained or co-jointed:
 - Tactical Paramedic Program.
 - Regional TLO Liaison.
 - Shift Investigators.
 - q. Mapping Services: Maintain District maps to current standards.
2. Fire Station Staffing:

- a. Maintain eight fire stations, with three-person constant staffing:
 - 7 Type 1 engine companies.
 - 1 Quint 105' ladder truck.
 - Alternate option dependent on cost would be 8 Type 1 engine companies and 1 Quint 105' ladder truck.
- b. Provide option for emergency response enhancements that would include staffing of 1-3, 2 person Paramedic Squad response units to meet growing service demand issues.

D. Support Services:

1. Fleet/Equipment Services:

- a. Provide on time fleet replacement per the following schedule:
 - Type 1 – 15 year replacement.
 - Truck Company – 12 year replacement.
 - Brush Company – 20 year replacement.
 - Light/Air/Rescue Apparatus – 15 year replacement (this is a discussion point for apparatus type necessary to meet needs of area served).
 - Support Fleet – 100,000 miles or 10 years.
 - Provide apparatus/fleet/equipment specifications for competitive bid that will ensure dependable equipment for first responders and communities served.
 - Provide apparatus/fleet/equipment procurement.
- b. Provide Small Equipment Repair services for all non-motive fleet equipment.
- c. Provide Fleet Maintenance and Repair Services per the guidelines (Attachment E).

2. SCBA Maintenance Services:

- All SCBA's maintained to NFPA and manufactures specifications.

E. Facilities Services:

1. Provide and implement long-range plan (FY 2023 to FY 2030 General Plan for replacing Fire Stations 19, 18, 23, and 21).

2. Provide facility inspection and maintenance services to ensure safe and habitable facilities, employee health and safety, comply with OSHA requirements, reduce risk and liability and maintain facilities in good state of repair.
3. Landscape Service shall be provided as necessary to maintain and/or improve facility landscape to acceptable commercial standard as reflected by surrounding community.
4. Provide non-durable goods for all fire stations.
5. Provide logistics support to all fire stations.
6. Develop, implement and maintain an annual facility inspection program that identifies facility maintenance priorities and annual objectives based on approved budget.
7. Maintain and/or replace as necessary fire station equipment including generators, appliances, exhaust extraction systems, and all other fixed or mobile equipment associated with facilities.

F. Fire Prevention Services:

1. Organize, coordinate, and supervise the work of the Fire Prevention staff:
 - Provide Plan Check/Plan Review for SMCFPD customers.
 - Complete all Plan Check/Plan Reviews in 7 business days or less.
 - Conduct new construction inspections within 24 business hours of request.
2. Provide Business Occupancy Inspections for approximately 2,300 District Businesses:
 - Provide, maintain and oversee the Fire Company Inspection Program.
 - Provide bi-annual fire code training to Operational personnel.
 - Annual inspections will be conducted on all facilities and businesses within SMCFPD.
 - Quarterly progress reports will be provided to Board of Directors.
3. Maintain Fire Prevention Records Management System (Code Pal is current system).

4. Participate in development and approval of SMCFPD Fire Code and the County Consolidated Fire Code adoption process.
5. Provide billing and collection services for Fire Prevention Fees and conduct Fee Schedule review and recommendations every two years.
6. Assist in development and maintenance of SMCFPD's Fire Safe Councils (Crest and Rancho San Diego/Jamul).
7. Provide, maintain and oversee Vegetation Management program:
 - Annual report will be provided to Board of Directors.

G. Training Services: Provide all necessary training, and education to ensure the District services are provided at high levels while ensuring the safety of District employees. All training must comply with applicable local, state, and federal laws including applicable professional standards. Providers are required to:

1. Participate in HFTA Board of Chiefs and Training Officers groups.
2. Develop annual SMCFPD Training Plan and Schedule.
3. Track all training deliveries per employee (Target Safety).
4. Coordinate with RCCP to identify any SMCFPD EMS specific QA/QI training needs.
5. Serve as RCCP Liaison.
6. Review all necessary EMS forms for accuracy and completeness:
 - AMA.
 - Patient forms.
7. Coordinate FTES and JAC programs, track and insure proper documentation of programs and provide necessary documentation for cost recovery.
8. Participate in coordination and provision of Lead and/or Adjunct Instructors for annual HFTA Fire Academy.
9. Provide all state and federally mandated training.
10. Maintain Reserve Firefighter program.

11. Maintain Fire Explorer program.

H. Public Information/Community Education:

1. Provide PIO for emergency responses 24/7.
2. Prepare and distribute Media Releases as necessary.
3. Maintain and coordinate SMCFPD Image Program.
4. Maintain SMCFPD Website.
5. Complete development and implement SMCFPD Non-Profit Foundation.
6. Secure partnerships with business, industry, and community for donations and sponsorships for SMCFPD's community education, training, and equipment needs not met by the General Fund.
7. Maintain the following SMCFPD Community Readiness programs:
 - Community Emergency Response Team.
 - Safe and Sound Fire Expo.
 - Kids in Charge.
 - Fire Safety Trailer.
 - Before the Threat.
 - Fire Extinguisher Training.
 - Burn Institute Fire Expo.
 - Volunteers in Public Education and Readiness (VIPER).

I. Dispatch and Communication Services: The District is currently a member of Heartland Communications Fire Authority JPA and Heartland currently provides SMCFPD with Dispatch and Communication Services. Responding providers should provide information/cost on how they propose to provide Dispatch and Communication Services including the possibility of maintaining a member agency status with Heartland JPA if necessary. SMCFPD will require specific performance measurements and reports on the provision of dispatch and communication services. Maintenance of the RCS 800 MHz system will be required.

J. Additional Requirements:

1. Heartland Facility Training Authority (HFTA): SMCFPD is requiring as part of the Scope of Services that the provider continue to participate as a Joint Powers Agreement (JPA) member with HFTA. Personnel assigned to SMCFPD fire stations and direct contract services associated with fire and other emergency

operations will maintain, as part of their training core, this membership under the terms and conditions of the JPA (Attachment F).

2. American Medical Response (AMR) 911 Transport Services: SMCFPD is requiring that the existing Pre-Hospital Emergency Medical Services Agreement with AMR be maintained (Attachment B).
3. Regional Cooperative Care Program (RCCP): SMCFPD is requiring that the MOU with the RCCP be continued for all paramedics and other firefighter personnel assigned to SMCFPD Stations and services as part of the EMS training, and quality assurance/quality improvement program (Attachment G).
4. The Board of Directors will continue to serve as the governing body of the District per their Board Policy Manual (Attachment H).
5. SMCFPD will retain its local identity (e.g., use of the name, signage, ICS designation and website).
6. SMCFPD will retain ownership of facilities, apparatus, supplies, tools, and equipment.
7. SMCFPD will establish and approve the type, range, and level of service provided within SMCFPD.
8. SMCFPD will approve the personal services (Schedule "A" or other Contract) along with the overall SMCFPD budget (Schedule "C" or other Contract).
9. SMCFPD will maintain ultimate authority in approving new or continued participation in operational agreements (i.e., mutual aid/or automatic aid) and membership in Joint Powers Agreements (JPA's) (AMR, RCCP) or other cooperative agreements.
10. SMCFPD will continue to be the approving jurisdictional authority for code adoption and revision and will serve as final authority on approval, denial, or modification of proposals and plans for development.
11. There may be a need for an appropriate staff level for SMCFPD to oversee contract services and maintain existing programs and values as determined by SMCFPD including CalPERS retirees and Worker Compensation claims that are currently in the system.

IV. Assumption of Personnel

The Prospective Provider shall include a provision to integrate or appoint SMCFPD personnel into the roster as employees of the contracting agency. It is expected that SMCFPD uniformed personnel will be allowed to be assigned to a SMCFPD fire station, unless at the employee's request to be transferred. The District will expect that District employees maintain their existing base rate of pay after the integration to the contracting agency. The District also requires that any Prospective Provider be an agency capable of maintaining District employee's current CalPERS retirement benefits. Additionally, the Prospective Provider shall include a provision regarding the former East County Fire Protection District (ECFPD) employees, who were on a 7 year catch-up to the District base pay scale per the Terms and Conditions of the consolidation between SMCFPD and the ECFPD. The provision shall address the potential of the former ECFPD employees to be brought up to top step upon the integration. The Prospective Provider shall include a provision to provide employees who are in various stages of their Step Increases to be brought to top Step.

Work schedules will be up to the Prospective Provider to identify as the District is open to alternatives other than the existing schedules.

It is anticipated that all District employees that would be integrated to the prospective contracting agencies organization would maintain their jobs.

Any contract with a Prospective Provider for the proposed services would be subject to any meet and confer process required by law with the respective SMCFPD labor associations.

Below is a listing of the District employment classifications:

1. Division Chief: It is expected that the existing Division Chiefs will transition into the Prospective Provider's workforce as chief officers at their current base rate of pay.
2. Battalion Chief: It is expected that the existing Battalion Chiefs will transition into the Prospective Provider's workforce as Battalion Chiefs at their current base rate of pay.
3. Fire Captains: It is expected that the existing Fire Captains will transition into the Prospective Provider's workforce as Fire Captains at their current base rate of pay.
4. Fire Engineers: It is expected that the existing Fire Engineers will transition into the Prospective Provider's workforce as Fire Engineers at their current base rate of pay.
5. Firefighter/Paramedics: It is expected that the existing Firefighter/Paramedics will transition into the Prospective Provider's workforce as Firefighter/ Paramedics at their current base rate of pay.

6. Firefighter/EMT: It is expected that the one existing Firefighter/EMT will transition into the Prospective Provider's workforce as a Firefighter/EMT at their current base rate of pay. This position may be placed anywhere in the Prospective Providers system where an opening is available.
7. Fire Marshal: This position may remain as a District employee, however, should a Prospective Provider proposal include this position at a competitive level that is acceptable to the District, it is expected that the existing Fire Marshal may transition into the Prospective Provider's workforce as a Fire Marshal at their current base rate of pay.
8. Fire Inspectors: These positions may remain as District employees, however, should a Prospective Provider proposal include these positions at a competitive level that is acceptable to the District, it is expected that the existing Fire Inspectors would transition into the Prospective Provider's workforce as Fire Inspectors at their current base rate of pay.
9. Business Services Manager/Financial Manager: This position may remain as a District employee, however, should a Prospective Provider proposal include this position at a competitive level that is acceptable to the District, it is expected that the existing Business Services Manager would transition into the Prospective Provider's workforce as a Business Services Manager or similar position at their current rate of base pay.
10. Administrative Specialist Finance: This position may remain as a District employee, however, should a Prospective Provider proposal include this position at a competitive level that is acceptable to the District, it is expected that the existing Administrative Specialist Finance may transition into the Prospective Provider's workforce as Administrative Specialist Finance at their current base rate of pay.
11. Administrative Specialist Human Resources: This position may remain as a District employee, however, should a Prospective Provider proposal include this position at a competitive level that is acceptable to the District, it is expected that the existing Administrative Specialist Human Resources may transition into the Prospective Provider's workforce as an Administrative Specialist Human Resources at their current base rate of pay.
12. Equipment Repair Supervisor: This position may remain as a District employee, however, should a Prospective Provider proposal include this position at a competitive level that is acceptable to the District, it is expected that the existing Equipment Repair Supervisor would transition into the Prospective Provider's workforce as the Equipment Repair Supervisor at their current base rate of pay.
13. Equipment Repair Mechanic: This position may remain as a District employee, however, should a Prospective Provider proposal include this position at a

competitive level that is acceptable to the District, it is expected that the existing Equipment Repair Mechanic would transition into the Prospective Provider's workforce as an Equipment Repair Mechanic at their current base rate of pay.

14. Secretary: This position may remain as a District employee, however, should a Prospective Provider proposal include this position at a competitive level that is acceptable to the District, it is expected that the existing Secretary would transition into the Prospective Provider's workforce as a Secretary at their current base rate of pay.
15. Public Information/Community Education Officer: This position may remain as a District employee, however, should a Prospective Provider proposal include this position at a competitive level that is acceptable to the District, it is expected that the existing Public Information/Community Education Officer may transition into the Prospective Provider's workforce as Public Information/Community Education Officer at their current base rate of pay.

V. Administrative

1. **Term.** The Term of the agreement, if established, shall be determined by SMCFPD.
2. **Start-up Costs.** SMCFPD realizes that there may be start up costs for a transition to the Prospective Provider. The one-time start-up costs shall be itemized and included as a separate page in the proposal submittal.
3. **Payments.** SMCFPD currently intends to pay the Prospective Provider on a quarterly basis with due dates to be negotiated.
4. **Revenue.** Revenue collected by or for the Prospective Provider related to emergency EF Recovery, medical transportation services, inspections, the issuance of permits for SMCFPD, etc., will be reported and remitted to SMCFPD quarterly.
5. **Indemnification.** SMCFPD, to the extent permitted by law, will be indemnified and held harmless by the Prospective Provider, its officers, agents, its employees, and volunteers from any and all claims including employment related claims, actions or losses, damages, and/or liability resulting from the Prospective Provider's negligent acts or omissions which arise from the Prospective Provider's performance of its obligations for the terms of an accepted agreement.

It is currently anticipated that SMCFPD will agree to indemnify the Prospective Provider as listed above.

It is currently anticipated that in the event SMCFPD and the Prospective Provider are found to be comparatively at fault for any claim, action, loss,

or damage which results from their respective obligations, SMCFPD and the Prospective Provider shall indemnify the other to the extent of its comparative fault.

Notwithstanding indemnification for any claim, action, losses, or damage involving a third party, SMCFPD and the Prospective Provider shall waive any and all right of subrogation recovery against each other.

6. **Insurance.** The Prospective Provider shall provide adequate insurance coverage or resources to protect against liabilities arising during the term of an accepted agreement including, but not limited to, general liability, professional liability, automobile liability, worker's compensation, and property damage at a minimum of the current level provided by SMCFPD.
7. **Proof of Coverage.** The Prospective Provider will need to supply SMCFPD certificates of insurance or self-insurance evidencing the insurance coverage including endorsements as listed in item 2 within thirty (30) days of an accepted agreement.
8. **Severability.** If any of the requested items in this RFP are found to be invalid, illegal, or unenforceable in any respect, then such provisions shall be deemed severable from the remaining items within this request.
9. **Applicable Laws.** SMCFPD expects that any information included in a Prospective Provider's proposal shall comply with all applicable laws, ordinances, rules and regulations of the United States of America, the State of California including all agencies and subdivision thereof.
10. **Attorney Fees and Costs.** If any legal action is instituted to enforce any party's rights, each party shall bear its own cost and attorneys' fees, regardless of who is the prevailing party.
11. **Venue.** The venue of any action or claim brought by any party to this proposal and an accepted agreement will be the Superior Court for the County of San Diego and shall be governed by the laws of the State of California. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change in venue. If any action or claim concerning a proposal or an accepted agreement is brought by a third party, SMCFPD and the Prospective Provider will use their best efforts to obtain a change of venue to the Superior Court for the County of San Diego.

VI. Implementation/Dissolution

1. **Implementation.** SMCFPD expects that any action necessary for successful implementation of a contract for services will be included in the Prospective Provider's proposal and shall follow a logical chronology to

provide a plan-of-action for implementation of the services included in the proposal.

As part of this submission, the Prospective Provider must include a draft plan-of-action to be used by SMCFPD in determining the potential success of the transfer of fire district services to the Prospective Provider. This draft plan-of-action shall include all major milestones and date/time information with detailed descriptions of those events.

2. **Dissolution.** SMCFPD also expects that any action necessary for successful dissolution of a contract for services, if necessary, will be included in the Prospective Provider's proposal and shall follow a logical chronology to provide a plan-of-action for terminating any contract for services that may arise from the proposal.

As part of this submission, the Prospective Provider must include a draft plan-of-action to be used by SMCFPD in potential success of the transfer services back to the fire district from the Prospective Provider, if necessary. This draft plan-of-action shall include all major milestones and date/time information with detailed descriptions of those events.