



REQUEST FOR PROPOSAL

FIRE PROTECTION & LIFE SAFETY SERVICES SPECIAL DISTRICT FORMATION September ____ 2024

San Benito Fire Protection Advisory Committee

Representing the cities of

- Hollister & San Juan Bautista, and
 - San Benito County

P.O. Box 1420

San Juan Bautista, CA 95045

(831) 623-4661

City Manager Don Reynolds

San Juan Bautista

citymanager@san-juan-bautista.ca.us

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SECTION I. INTRODUCTION

The San Benito County Fire Protection Advisory Committee ("Committee") invites electronically submitted proposals for the completion of a **Fire Protection and Life Safety District Feasibility Study** from qualified consultant (s) (CONTRACTOR).

Responses shall include the estimated cost for the following feasibility study:

Joint venture to form a Fire Protection District between the City of Hollister, the City of San Juan Bautista and the County of San Benito.

The CONTRACTOR will be tasked with researching, writing, and presenting a feasibility study that includes an analysis and evaluation of the following: (1) technical feasibility of the formation of a joint Fire Protection District. (2) whether such options are feasible within current costs and examine future potential funding sources, and (3) research the current commercial growth, potential growth and evaluate the impacts or improvements needed, if any, to maintain adequate fire protection services in the years to come.

The purpose of the feasibility study is to assess the current fire services being provided to the three jurisdictions, identify opportunities to expand and/or strengthen services provided. The study would determine if there were costs and service benefits to the taxpayers if the Cities/County decide to consolidate under a Fire Protection District.

San Benito County is a political subdivision of the State of California and is governed by a five (5)-member Board of Supervisors. Administrative offices are located at 481 4th Street Hollister, CA 95023.

The Fire Protection Advisory Committee ("Committee") is defined by its bi-laws as consisting of six members, 2 from Hollister, 2 from San Juan Bautista, and 2 from the County. The Committee is conducting this study, and has delegated and requested the support to conduct the RFP process and execute a professional services agreement for this work to the City of San Juan Bautista ("SJB").

About San Benito County:

San Benito County was established on February 12, 1874, from the inland portion of Monterey County. The city of Hollister was chosen as the county seat. The county grew so quickly that in 1887, additional acreage, including the New Idria quicksilver mines, was acquired from Merced and Fresno Counties. The boundaries have remained unchanged since 1887. San Benito County is 1,396 square miles – 893,440 acres. San Benito County is rich in history and community spirit. Located in the heart of California, the county is known for its beautiful landscapes, agriculture, and welcoming residents. The County of San Benito is located in the Central Coast Region, 95 miles south of San Francisco. Contiguous counties include Santa Clara, Santa Cruz, Monterey, Fresno, and Merced. Terrain varies from flat valley floor to hilly rangeland in the east, to 5,450-foot peaks far south. The City of Hollister, where the county seat

is located, is at an elevation of 229 feet. The north and northwest segments of the county are comprised of urban areas, leaving the southern portion of the county primarily rural.

Major transportation routes bisecting the County include State Highways 101, 129, 156 and 25. The current population of San Benito County is approximately 67,000 inclusively. The County has two incorporated cities – Hollister with a population of approximately 43,300, and San Juan Bautista with a population base of approximate 2,150. However, there is a substantial amount of residential growth occurring in the county that is not factored into the above census data.

The County of San Benito and the City of San Juan Bautista currently contract fire protection services to the City of Hollister (2013). The County seat and Hollister Fire Administration offices are in Hollister. Three of the four Fire Stations are located in the City of Hollister owned by the City of Hollister. Station 4 is located in San Juan Bautista approximately 6 miles west on of Hollister State on Highway 156. The census-designated place of Aromas, located in the Northwestern portion of the county, is provided Fire Protection Services through a “tri-county” Fire District contracted to the CalFire and is NOT included in this feasibility study.

SECTION 2. INSTRUCTIONS TO RESPONDENTS

2.1 Preparation of RFP

Respondents shall submit the completed Request for Proposal (RFP) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent’s name, RFP title, and page number. No oral, telephone, or photocopies will be accepted. RFPs must be typed electronically or completed in ink.

2.2 RFP Documents

The following, in addition to this RFP, constitute the RFP documents:

- Exhibit “A” – Prospective Respondent Fact Sheet
- Exhibit “B” – Customer References
- Exhibit “C” – Designation of Subcontractors
- Exhibit “D” – Non-Collusion Declaration
- Exhibit “F” – Living Wage Compliance Statement
- Exhibit “G” –Sample Professional Services Agreement w/Insurance specs.

2.3 RFP Process Schedule

The following is an anticipated RFP and engagement schedule. The County may change the estimated dates and process as deemed necessary.

The proposed schedule for the submittal reviews and notifications is as follows:

Activity	Date
Advertise RFP	September XX, 2024
Release RFP	September XX, 2024
Pre-Proposal Meeting (Zoom)	November 15, 2024
Deadline for Submittals	December 15, 2024, by 5:00 PM PST
Committee Recommendation	TBD (January XX, 2025)
City Council/Board Approval	TBD February XX 2025
Start of Work	TBD March XX 2025

2.4 Submission of Proposal

RFP's Section 3 defines the Selection Process and Proposal Evaluation Criteria. To score favorably, the Proposal will respond directly to the RFP's Section 4 "Statement of Work, Sections 4.1 – 4.4." It is the responsibility of the Proposer to ensure that the proposal is received by the City of San Juan Bautista on behalf of the San Benito County Fire Protection Advisory Committee at this Email Address cityclerk@san-juan-bautista.ca.us on or before the date and time specified above. Late proposals will not be considered. All responses shall be submitted in electronic Adobe PDF format. All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Respondent and will not be reimbursed by the Committee or its members.

Respondents shall not contact Hollister, San Juan Bautista, or County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed in Section 2.7. Any unauthorized contact may be considered undue pressure and cause for disqualification of the Respondent.

Proposals must be received in the City of San Juan Bautista's "City Clerk" email, cityclerk@san-juan-bautista.ca.us, on or before the time and date specified in proposal submittal instructions. It shall be the sole responsibility of the Respondent to ensure that the email is received at or before the specified time. Proposals received after the deadline will be deemed non-responsive and returned unopened.

The subject line must indicate the following:

"San Benito County Fire Advisory Committee Fire Protection and Life Safety District Feasibility Study"

On behalf of the Fire Protection Advisory Committee, the City of San Juan Bautista will review and certify that all proposals are complete and received on a timely basis. The Fire Protection Advisory Committee will then evaluate and select the Respondent that best meets the needs as set forth in this RFP, is the best qualified, and is able to provide the requested services. The evaluation of the RFPs shall be within the sole judgement and direction of the Committee. The **Committee** reserves the right to reject any or all proposals. The award of the contract is contingent upon approval from **the Fire Protection Advisory Committee and the respective two City Councils and Board of Supervisors.**

2.5 Proposal Content

The Committee requires a concise proposal that clearly incorporates the following requirements as outlined within the Request for Proposal.

- Cover Letter- Provide a one-page cover letter, which includes the firm name, address, and telephone number of the person or persons to be used for contact and who will be authorized to make presentations for the firm. The cover letter must bear the signature of the person authorized to sign on behalf of the proposer and to bind the applicant in a Professional Services Agreement.
- Table of Contents - A comprehensive table of contents of the material, including page numbers, should be included at the beginning of the proposal.
- Introduction - Provide an overview of the company, including number of employees, number of years in business and the company's capabilities,

Explanation of independence, any conflicts of interest that exist, Explanation if the Respondent is a small or minority-owned business or women's business enterprise.

- Description of Study Understanding and Approach - The proposal will provide a statement of the proposer's understanding of the work to be done, a description of the methods and techniques to be used by the proposer to achieve the objectives of the contract, and a positive statement of commitment to perform the scope of work described.
- Identify the Project Team (if more than one person), the team leader, and provide resume(s) for each member.
- Client References: The Respondent shall submit a list of three (3) references. See Exhibit "B" – Customer References with RFP.
- Scope of Work (Note as Exhibit A in your proposal).
- Cost estimate breakout of consulting fee.
- Location of local office

2.6 Multiple Bids are Non-Responsive

Only one bid/proposal will be accepted from any one person, partnership, corporation, or other entity.

2.7 Questions

Questions are encouraged and permitted until 5 PM on the tenth day before the closing of the RFP solicitation. Questions will be researched, and the answers will be communicated to all known interested parties after the deadline for written questions. All responses to the questions will then be posted for all bidders to access approximately one week before the RFP solicitation closes.

2.8 Point of Contact

All questions regarding this RFP must be submitted in writing to San Juan Bautista City Manager Don Reynolds using the City Clerk email address cityclerk@san-juan-bautista.ca.us. No other individual has the authority to respond to any questions submitted unless specifically authorized by the City Manager. Failure to adhere to this process may disqualify the Respondent.

2.9 Non-Collusion Declaration

Respondent shall execute a Non-Collusion Declaration on the form provided for in this RFP as Exhibit "D."

2.10 Cost of Service

The **Committee or its delegate** reserves the right to negotiate the proposed cost with the Respondent prior to executing an Agreement. The agreed costs and cash discounts are to be firm through the end of the Agreement's term. Upon renewal, rates may be adjusted by mutual agreement. Any subsequent cost increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland and San Jose, CA area for the twelve (12) months preceding the agreement's expiration date, plus the annual Living Wage increase. However, in the case of an announced cost decrease, such decrease shall be passed on to the **Committee**.

2.11 Reservations

The **Committee** reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- To reject any and all RFPs, without indicating any reasons for such rejection.
- Waive or correct any minor or inadvertent defect, irregularity or technical error in any RFP or procedure, as part of the RFP or any subsequent negotiation process.
- Terminate this RFP and issue a new Request for Proposals anytime thereafter.
- Procure any materials or services specified in the RFP by other means.
- Extend any or all deadlines specified in the RFP, including deadlines for accepting RFPs by issuance of an Addendum at any time prior to the deadline for receipt of responses to the RFP.
- Disqualify any Respondent based on any real or perceived conflict of interest or evidence of collusion that is disclosed by the RFP or other data available to the County. Such disqualification is at the sole discretion of the **Committee**.
- Reject the RFP of any Respondent that is in breach of or in default under any other agreement with the **Committee**.
- Reject any Respondent deemed by the **Committee** to be non-responsive, unreliable, or unqualified.

2.12 Notification of Withdrawals of RFPs

RFPs may be modified or withdrawn prior to the date and time specified for RFP submission by an authorized representative of the respondent or by formal written notice. All RFPs not withdrawn prior to the response due date will become the property of the Committee.

2.13 Interpretation

Should any discrepancies or omissions be found in the RFP specifications/requirements, or doubt as to their meaning, the respondent shall notify the Buyer in writing at once (e-mail is acceptable). The **Committee** will send written instructions or addenda to all participants in this RFP process. The **Committee** shall not be held responsible for oral interpretations. All addenda issued shall be incorporated into the Contract.

2.14 Pre-Award Conference

The Committee, at its discretion, request presentations by or meetings with any or all Respondents to clarify specifications or negotiate modifications to the Respondents' proposals. Reasonable advance notice will be provided to select Respondents, not all Respondents submitting a proposal may be asked to participate in oral presentations.

2.15 Notice of Award

It is expected that a decision about the selection of the successful Fire Feasibility Study Proposal will be made within one (1) month of the closing date for the receipt of proposals.

Upon conclusion of final negotiations with the successful contractor, all Respondents submitting proposals in response to this Request for Proposal will be informed, via email, of the name of the successful contractor.

2.16 Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the Professional Services Agreement, in similar form and content to that provided in Exhibit G, must be executed by both parties.

2.17 Compliance

Respondent, have you complied with all specifications, requirements, terms, and conditions of this Proposal?

Yes _____ No _____

A "no" answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation.

2.18 Contractor Responsibility and Performance

The Committee will consider the Contractor to be the sole point of contact to all contractual matters.

Contractor shall provide the services of one (1) or more qualified contract manager(s) responsible for assuring that the services provided under the Contract are satisfactory. It is desirable that the Contractor have local representation to provide onsite consultation/problem resolution if required.

2.19 Contractor Qualifications

The following, in addition to any other information you may wish to submit, must be provided in the attachment form as part of your Proposal. All responses shall reference the RFP paragraph number.

- Experience: Contractor shall be an established firm conducting business of the nature specified in this RFP for a minimum of Five (5) years. Contractor shall provide a brief statement of company background including years in business and experience of support staff that would be assigned to the Contract.
- Other Information: Any other information the Contractor deems appropriate should be included in this section.

2.20 Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via Addenda by City Manager Don Reynolds or designee.

If/when necessary, a written addendum will be emailed to all prospective respondents.

2.21 Extending Contract Prices

If you are the successful Respondent, will you extend costs quoted to the Committee to other municipalities, districts, or jurisdictions (political subdivisions)?

Yes _____ No _____

If discounts quoted herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between that political subdivision and the Supplier.

2.22 Proprietary Information

All information appearing within the response and proposal is subject to public inspection. Any proprietary information must be clearly marked as such and submitted in a separate PDF file and referenced only within the body of the response.

SECTION 3. SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Process

Proposals will be evaluated based upon, but not limited to, the following criteria (not listed in order of importance):

- A. Project methodology and approach
- B. Firm's standing and capability to provide the required services
- C. Qualifications and experience of firm and the personnel named in the proposal
- D. Technical expertise and resources
- E. Past performance on governmental engagements, based on client references and other verifiable information
- F. Total overall cost

Proposals will be reviewed and evaluated by the Advisory Committee or its delegate(s). Oral interviews of the most responsive firms may be scheduled shortly after the deadline submission date and may be conducted remotely or by phone at the option of the Advisory Committee.

The Advisory Committee reserves the right to award a contract based on proposal submittal only, without benefit of an oral interview.

3.2 EVALUATION CRITERIA

The following weighting and points will be assigned to this Request for Proposal for evaluation purposes:

CRITERIA	MAX POINTS
Project Understanding	10
Work Plan and Approach	25
Qualifications of Personnel	15
Experience and Resources	15
Past Performance/References	10
Project Cost	25
Total	100

3.3 Nonresponsive Proposals:

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

- The proposal was not received in a timely manner in accordance with the terms of this RFP.
- The proposal does not follow the specified format.
- The proposal is not adequate to form a judgment by the reviewers that the proposed undertaking would comply with the State of California's requirements and regulations pertaining to the formation of a fire district.

3.4 **Responsive Proposal:**

The Committee shall use the information provided by the Respondent in response to the information requested in Proposal Content. Technical Qualifications to determine if the Respondent is responsive.

3.5 **Review Process:**

In compliance with Uniform Guidance 2 CFR Part 200.319 – Competition, the Committee has conducted this procurement in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference.

3.6 **Award Process:**

The Committee or its delegate San Juan Baustista reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, that the Respondent can propose.

3.7 **Proposal Considerations:**

The Committee contemplates award of the Agreement to the responsible bidder, first based upon the specified qualifications and needs of this project described in this RFP, and secondly to the lowest responsive bidder.

SECTION 4. STATEMENT OF WORK, SPECIFICATIONS

4.1 **Scope**

- A. Define the existing services, resources, and fixed assets
 - 1) Describe legal mandates for providing fire services:
 - a. County Mandates for unincorporated area and/or "County-wide" services
 - b. Mandates that applicable to General Law Cities
 - c. Cal-Fire and Bureau of Land Management Responsibilities
 - 2) Fire Protection and Life Safety Services
 - a. Refer to the attached current contract language)
 - b. Review Department Annual Reports
 - c. Review of Grand Jury Reports
 - 3) Fire safety and rescue
 - a. Response times and objectives
 - b. Mutual Aide Relationships
 - c. Ambulance/Medical response
- d. Training program

- e. Prevention and Inspection (Fire Marshall)
 - f. New development – plan check and safety design
- 4) Technology
 - a. 10-year data review 2014-2023
 - b. Assess the use of Information Technology
 - c. Emergency Reporting Software and data tracking
 - d. GIS Mapping Data Access, Integration and Use
 - e. Communications- reliability
- 5) Facilities
 - a. Age and reliability
 - b. Appropriateness of Facility Locations
 - c. Facility resilience
- 6) Community
 - a. Fire Safety Awareness
 - b. Fire Safety Preparedness
- B. Propose a definition for “Fire District”
 - 1) Define geographic boundaries (same as the County?)
 - 2) Cost variations for servicing each
 - 3) Preferred Permanent Governance Structure-
 - a. origin of Board members,
 - b. who is directly represented,
 - c. how are the members selected
- C. Recommend alternatives to forming a District
 - 1) Potential for Partnerships in the region
 - a. Propose cost sharing principals for each jurisdiction (cost sharing structure)
 - b. Create cost categories distinguishing call types and associated cost for each to include those services listed in the attached current contract description and include call-readiness
 - c. Agree to a Call metric/geographic metric that applies various types call services rendered, the travel time and a multiplier for travel costs
 - d. Arrive at a pro-rata breakdown for each agency to be applied to the cost of services
 - Cost Breakdown
 - a. Direct Costs- salaries, retirement, health benefits, labor agreement
 - b. Cost for readiness and capability to respond
 - c. Indirect Costs – support and clerical, building, apparatus, and office costs
 - e. Fixed Asset inventory-
 - sharing cost,
 - equipment replacement fund and schedule,
 - maintenance, and
 - depreciation
 - f. Overhead- insurance, finance management
 - g. Revenue sources
 - Property Tax- create a special assessment amount?

State funding
Grant Funding
Cost Recovery process/revenue offset, false alarm reimbursements
Agency General Funds
Use of Prop 172

D. Cost Recovery Effort

Billing rate established for Cal OES
FEMA Standards, Cognizant Agency Approval
Establish a goal for 100% cost recovery for some calls and services
Determine which services will be paid for by general funds as a citizen service
Establish subsidy goals for programs and services
Capital Improvement and equipment replacement funds

E. Department Services and facility Assessment, strengths, weaknesses

Attachment 2- March 1, 2018 Feasibility study
Review 2018 recommendations
Avoid duplicating this study (pages 152 – 160 (“A-E”)
ISO Rating- existing and ways to improve
Readiness- response ready, standby capacity, and cost
Transition from the National Fire Incident Reporting System to the National Emergency
Information Response System (“NEIRS”)
Growth Projections
General Plan for each Agency
AMBAG and COG Feedback
Recommend growth projections
Number of Housing units, Housing types, Commercial Industrial uses
Provide Department Growth analysis estimates
New Staff and Fixed Assets
Locations for new Stations

F. Prioritize needs to include

Safety,
Protection of Life,
Protection of Property,
Employee Morale, and
Employee Retention
Community Awareness and Readiness
Fiscal Security into the future

Attachments: Current Fire Contract Services (Section A-1 through A-7); March 1, 2018
Feasibility Study

4.2 District Formation and Legal Requirements (if determined that forming a District is be feasible)

- Need for temporary governance - temporary JPA
- Describe the steps needed to form a District
 - Describe the components of the LAFCO Application
 - LAFCO’s Role

Other regulatory requirements (CEQA)

Union-Labor relations, MOU

Timeline, and cost

- Identify legal requirements as required by law, including the CORTESE-KNOX\HERTZBERG LOCAL GOVERNMENT REORGANIZATION ACT OF 2000.
- Compliance with California Code, Government Code - GOV § 56810 as it applies to the formation of a new district.
- Conduct a municipal service review (MSR) for fire protection within the County.
- Amend as necessary the spheres of influence to allow review and consideration of the formation application.
- Resolutions of Application
- Formation application:
 - Preparation of the MSR and sphere of influence amendment proposal for Commission consideration
 - Preparation of the formation application:
- Plan for Service
 - Fiscal Impact Analysis and five-year projection of revenues and expenditures
 - Determination of property tax
 - Revenue available/attribution to the new agency
 - Legacy costs/pension obligations
 - Equipment purchases/land holdings/etc.
- Important items for consideration:
 - Governance structure for new district:
 - Appointed Board of Directors with representation from the City of Hollister, City of San Juan Bautista and the County of San Benito based upon population or an elected Board
 - Elected Board of Directors
 - Will the members be elected at-large or by or from districts.
 - Will a service zone(s) be necessary to address special revenue/financing issues.
 - Ownership of all buildings and equipment. Is the title clear and transferable to the new entity?

4.3 Subject To Modification

The Advisory Committee maintains the right, as it may deem necessary, to add or delete services to this Agreement, with only a thirty (30) day written notice, in order to accommodate any future Advisory Committee offered programs or as a result in the reduction in funding sources. Requests for an increase in services will be negotiated with the successful bidder based on the hourly rates provided herein.

4.4 General Requirements

Under direction from the City Manager of the City of San Juan Bautista and selected staff acting on behalf of the Committee, the consultant shall provide the following services:

Develop a written feasibility study and implementation plan report in accordance with state and federal requirements to form a fire district. Consistent with the detailed scope of services described in Section 2, and Section 4 of this RFP;

- Review past, current, and pending proposed annexations and detachments and determine the present and future impacts to fire protection funding.
- Identify where services are duplicated and make recommendations for change that will improve or maintain the existing standard of care in the community.
- Make recommendations based on best practices, supported by specific examples from other communities within the State of California, that will enhance or maintain the current level of fire protection services.
- Report on other matters that come to your attention related to assumptions in your findings.
- Present your findings to The Fire Protection Advisory Committee

4.5 Work Product

All items delivered will be the sole property of the the County of San Benito, City of Hollister and City of San Juan Baustista. All deliverables should be completed using Microsoft Word or Excel formats. A complete set of all documents and exhibits, including but not limited to maps, charts, tables are to be provided on two universally accessible storage mediums (e.g. USB flash drive). Monthly progress reports including research information and any required grant documentation are to be submitted to relevant personnel in a timely manner. Final deliverables are to include the following:

- Complete feasibility study and implementation plan.
- Schedule to complete scope of work within one hundred twenty (120) days of award.

4.6 Proposal Content

The Advisory Committee requires a concise proposal that clearly incorporates the following requirements as outlined within the Request for Proposal.

- Cover Letter
- Description of Study Understanding and Approach
- Technical Qualifications as described below.
- Client References
- Scope of Work
- Cost estimate breakout of consulting fee

SECTION 5.	STANDARD TERMS AND CONDITIONS
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The following provisions are expected to form the basis for the contract between the County and the successful Contractor(s).

5.1 Term of Professional Services Agreement

The term of this contract shall be for the duration of the project.

5.2 Purpose of Professional Services Agreement

The purpose of the Contract is to establish the terms and conditions under which the Contractor shall provide a Fire Feasibility Study and Process to Form a Fire District to the County of San Benito.

5.3 Changes

After award, no changes or additional service charges shall be made or imposed during the life of the Agreement, nor will bills for changes or extra charges, modifications or deviations be recognized or paid for except upon written order from the City of San Juan Bautista acting on behalf of the Committee, in advance of any additional work.

5.4 License and Permits

The Contractor shall maintain all business and professional licenses that may be required by Federal, State and local codes.

5.5 Compliance with Laws

Contractor shall, during the term of the Agreement, comply with all applicable federal, state, and local rules, regulations, and laws.

5.6 Termination

The Advisory Committee reserves the right to terminate the Agreement, in whole or in part, at any time, for any reason, without penalty. Advisory Committee shall give Contractor thirty (30) days written notification prior to the effective date of termination. The Contractor may terminate this Agreement with thirty (30) days' written notification stating the reason for cancellation and mailed to the City Manager, City of San Juan Bautista, PO Box 1420, San Juan Bautista, CA 95045.

5.7 Assignment

Contractor shall not assign the Agreement, or any interest herein, without the written consent of the Advisory Committee, and then only to a person or persons approved by the County on such terms and conditions as Advisory Committee may require.

5.8 Inclusion of Documents

This RFP, all addenda, and the submittal in response to this RFP will be required to be incorporated as part of any final Agreement.

5.9 Payment Terms

Invoices are to be sent to the City of San Juan Bautista Accounts Payable office and will be processed for payment within 30-days receipt of invoice.

5.10 Price Guarantee

The Advisory Committee expects the cost to remain the same during the length of the contract. The Advisory Committee will not recognize change orders unless approved by the authorized representative of the San Juan Bautista City Manager in advance

of the commencement of the additional work. Hourly rates may be adjusted only as stated in 2.13 of these terms and conditions.

5.11 Invoicing

Contractor shall itemize all applicable service and labor charges. Each invoice must clearly identify the following information:

- City Executed Agreement and Purchase Order Number
- Service location
- Time and date of service
- Signature of Department Contact, or designee

5.12 Price Decline

In the event of a price decline or if the Contractor contracts with another government entity for the same service at lower prices than offered herein, with other terms and conditions being equal, then supplier shall immediately extend those same lower prices to the Advisory Committee.

5.13 Force Majeure

Contractor shall not be liable for any delays with respect to the Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism, or riots.

5.14 Severability

Should any part of the Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Contract which shall continue in full force and effect; provided that the remainder of the Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

5.15 Controlling Law

The Agreement shall be governed and construed in accordance with the laws of the State of California and proper venue for legal action regarding the Agreement shall be the County of San Benito.

5.16 Amendment

Amendment to or modification of the terms and conditions of the Agreement shall be effective only upon the mutual consent in writing by the parties hereto.

5.17 Indemnity and Insurance Requirements

Certificates of Insurance for Liability, Automobile, and Worker's Compensation must be provided to the Advisory Committee before contract is signed and must remain in effect throughout the entire term of the Contract; reference Exhibit "E".

The Advisory Committee reserves the right to withhold payments to the Contractor or cancel the Agreement in the event of non-compliance with the insurance requirements outlined above.

5.18 Living Wage (County provision?)

Contractor must complete the exhibit in regard to living wage statement for employees.

Complete and return Exhibit "F" with RFP.

5.19 Default

The Advisory Committee may, subject to the provisions of Paragraph 3, below, by written notice of default to the Contractor, terminate the whole or any part of a contract in any one of the following circumstances:

- If the contractor fails to make delivery of the supplies or to perform within the time specified herein or promised, or any extension thereof; or
- If the contractor fails to perform any of the other provisions of this contract.

In the event the Advisory Committee terminates a contract in whole or in part, as provided in Paragraph (a), of this clause, the Advisory Committee may procure, upon such terms and in such manner as may deem appropriate, supplies, services or work similar to those so terminated, and the contractor shall be liable to the Advisory Committee for any excess costs for such similar supplies, services or work; PROVIDED, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault and negligence of the contractor.

5.20 Equal Employment Opportunity

During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

- The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employees fifteen (15) or more employees, the following requirements shall apply:
 - The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran

status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

- In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
- The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. To be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

5.21 Independent Contractor Status

CONTRACTOR and Advisory Committee have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of Advisory Committee, San Benito County, City of Hollister or City of San Juan Bautista. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. Advisory Committee agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

Principal Test: The CONTRACTOR rather than Advisory Committee has the right to control the manner and means of accomplishing the result contracted for.

Secondary Factors: (a) The extent of control which, by agreement, Advisory Committee may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the Advisory Committee supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of Advisory Committee; (i) CONTRACTOR and Advisory Committee believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The Advisory Committee conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

5.22 Non-assignment

CONTRACTOR shall not assign the Agreement without the prior written consent of the Advisory Committee.

5.23 Retention and Audit of Records

CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by Advisory Committee, whichever occurs first. CONTRACTOR San Benito County Auditor-Controller, the Auditor General of the State of California, or the designee of for a period of five (5) years after final payment under this Agreement.

SECTION 6. OFFICIAL RFP FORM

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services subject to this Request for the costs stated and in conformance with all plans, specifications, requirements, conditions and instructions. All hours are approximate and there is no guarantee that all hours will be met. No minimum or maximum hours apply to the resulting contract. The respondent is to consider the estimate number of hours as only a ball park figure based on prior history for the same services.

Complete the following including costs of services as shown. Please note any deviation from the hourly charge and indicate the number of hours needed to complete each task.

I declare under penalty of perjury that I have not been a party with any other respondent to offer a fixed cost in conjunction with this Request for Proposal.

Executed in _____, California, on _____, 2023

SIGNATURE _____ TITLE _____

PRINTED NAME OF PERSON WHO'S SIGNATURE APPEARS _____

NAME OF FIRM _____

ADDRESS _____ CITY _____ ZIP _____

TELEPHONE _____ DATE _____

Exhibit "B"
CUSTOMER REFERENCES

List and submit with this RFP four (4) customer references for whom you have furnished similar services in size and nature.

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

Exhibit "C"

DESIGNATION OF SUBCONTRACTORS

Respondent shall complete the form below for each Subcontractor. A Subcontractor is one who: (1) performs Work or labor; or (2) provides a service to the Respondent. If there are no subcontractors, please state "NONE".

	SUBCONTRACTORS	
NAME	LOCATION OF BUSINESS	WORK

SIGNATURE BLOCK	
Respondent Signature: _____	Date: _____
Respondent's Name & Title (Print): _____	

EXHIBIT "E"

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the Entity for review.

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

Primary Coverage

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

Notice of Cancellation

Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Consultant shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language

effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

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

Exhibit "F"

LIVING WAGE COMPLIANCE STATEMENT

COMPANY NAME:

Address: _____
Street City State Zip

Proposed Service: _____

1. Number of employees: _____ If five or less, please sign below and return.

2. Are your employees covered by a collective bargaining agreement? Yes: ____ No: ____

If yes, please indicate the name(s) of the union and/or bargaining unit and then sign and return:

3. Are your employees receiving a pay rate that meets or exceeds the Federal Living Wage requirements: Yes: ____ No: ____

4. Are medical benefits provided to your employees? Yes: ____ No: ____

If yes, enter the name and address of the plan or program below.

5. Number of compensated days off (sick leave, vacation, holidays) per year for full-time employees: _____

6. Will any subcontractors perform work on this contract? Yes: ____ No: ____

If yes, please complete and submit this form for each subcontractor working on this County Contract.

7. Please list any other contracts for services you currently have with the County:

Contract/PO#	\$ Amount
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8. Within the last five years, have you had any violations with the National Employees Relations Board, the Occupational Safety and Health Agency, the California Labor Commission, the Equal Employment Opportunity Commission, and/or the Department of Fair Employment and Housing. Yes: ____ No: ____

If yes, attach a statement describing the findings of violations and how they were addressed. You may be required to provide information regarding employee turnover, wages paid, benefits and employee grievances or complaints.

Do you agree to provide this information within 10 days of request? Yes: ____ No: ____

9. You may be required to provide certified payroll records 30 days after the contract commencement to include the following information for each of your employees: employee name, contact phone number, job classification, date of hire, employer benefit

contribution, and hourly wage.

Do you agree to provide this information within 10 days of request? Yes: ___ No: ___

I certify, under penalty of perjury, that the above information is true and correct.

Name (please print)	Title	Phone Number	Fax Number
Signature			Date

"Exhibit G"

SAMPLE PROFESSIONAL SERVICES AGREEMENT

INSERT PROFESSIONAL SERVICES AGREEMENT