

County of San Benito



Request for Proposal (RFP)

FOR

**Fire Protection and Life Safety Services Consolidated JPA/Special
District Feasibility Study**

RFP DUE:

January 27, 2017, 5:00 p.m.

SAN BENITO COUNTY ADMINISTRATION DEPARTMENT
481 FOURTH STREET
HOLLISTER, CA 95023

LOUIE VALDEZ, MANAGEMENT ANALYST
831-636-4000 EXT. 18
LVALDEZ@COSB.US

SECTION 1. INVITATION

The County of San Benito invites sealed proposals for two variations for the completion of a **Fire Protection and Life Safety Services JPA/Special District Feasibility Study** from qualified consultants (CONTRACTOR).

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

Joint venture to form a Fire Protection District or Joint Powers Authority between the City of San Juan Bautista and the County of San Benito WITH an option (at an additional cost if selected) to include the City of Hollister in the study. If the City of Hollister is included as part of the Study, the study should include a complete analysis for both scenarios: (1) City of Hollister participating the FPD or JPA, and (2) the City of Hollister not participating in a FPD or JPA.

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 or JPA, (2) whether such options are feasible within current costs and examine future potential funding sources, and (3) research the current residential and commercial growth, potential growth and evaluate the impacts or improvements needed, if any, to maintain adequate fire protection services in the years to come.

If the scope of the proposal is too broad, CONTRACTOR and CONTRACTOR only desires to provide part of the items specified in the RFP, CONTRACTOR must specifically state tasks/analysis not to be performed, or alternatively, tasks not listed which should be performed (which may be listed as an optional add-on.)

If you recommend that the tasks/analysis be performed in steps or as separate components, please indicate how you would divide the tasks to be performed and the cost estimate for each task.

The purpose of the feasibility study would be to identify opportunities to expand and/or strengthen services provided by the County's two incorporated cities and the county itself for fire protection and life safety services. The study would determine if there are costs and service benefits to the taxpayers if the Cities/County decide to consolidate, under either a Joint Powers Authority (JPA), or a Fire Protection District.

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. Land area is 1,396 square miles. 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.

The current population of San Benito County is approximately 57,600 inclusively. The County has two incorporated cities – Hollister with a population of approximately 36,589, and San Juan Bautista with a population base of approximately 1,862. 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 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 California Department of Forestry and Fire Protection (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 Proposals (RFP) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent’s name, RFP number and page number. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. RFPs must be completed in ink, typewritten, or word-processed.

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 “E” – Insurance Requirements

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 notification is as follows:

Activity	Date
Advertise RFP	December 23, 2016
Release RFP	December 13, 2016
Pre Proposal Conference	January 4, 2017 1:00 pm
Deadline for Submittals	January 27, 2017, 5:00pm
Board Approval and Notify Contractors	TBD
Start of Work	TBD

2.4 Submission of Response to RFP

Respondent shall submit the following:

- Ten (10) sets: an original and nine (9) copies of the completed RFP and the following Exhibits.
- Exhibit “A” – Respondent Fact Sheet
- Exhibit “B” – Customer References



- Exhibit “C” – Designation of any Subcontractors
- Exhibit “D” – Non-Collusion Declaration

Responses to the RFP shall be delivered in a sealed envelope clearly marked assigned by the County, addressed to:

County of San Benito
Administration Department
Attn: Louie Valdez, Management Analyst
481 Fourth Street
Hollister, CA 95023

2.5 Reserved

2.6 Reserved

2.7 Multiple RFPs

Only one RFP will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one RFP.

2.8 Late Responses

All responses to the RFP must be delivered in person or received by mail no later than **January 13, 2017, at 5:00 p.m.** Respondents shall be responsible for the timely delivery of their RFPs. Responses to this RFP will not be accepted after the deadline and will be returned unopened.

2.9 Point of Contact

All questions regarding this RFP shall be directed to the Louie Valdez who may be reached by e-mail at lvaldez@cosb.us or by phone at 831-636-4000 ext. 18. No other individual has the authority to respond to any questions submitted unless specifically authorized by Louie Valdez. Failure to adhere to this process may disqualify the Respondent.

2.10 Non-Collusion Declaration

Respondent shall execute a Non-Collusion Declaration on the form furnished by the County. Exhibit “D” is attached to the RFP.

2.11 References

Respondent shall submit Exhibit “B” – Customer References with RFP.

2.12 RFP Evaluation Criteria

If an award is made, it will be made to the responsive and responsible Respondent(s) that offers the County the greatest value based on an analysis involving a number of criteria. Evaluation criteria may include, but is not necessarily limited, to the following:

• The overall cost estimate/value to the county of services to be provided.	25 points
• Quality to response to RFP, Compliance with RFP requirements, terms and conditions	25 points



<ul style="list-style-type: none"> Quality and performance of the services offered based on previous contracts, or reference checks for the same or similar services. 		25 points
<ul style="list-style-type: none"> Capacity of the CONTRACTOR to perform the required services. 		25 points
	Total:	100 points

A committee of County employees will 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 judgment and discretion of the Administration Department. The County reserves the right to reject any or all RFPs. Award of contract is contingent upon approval from the San Benito County Board of Supervisors and funding availability.

2.13 Cost of Service

The County reserves the right to negotiate the proposed cost with the Respondent prior to contract signing.

2.14 Reservations

The County 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 on the basis of 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 County
- Reject the RFP of any Respondent that is in breach of or in default under any other agreement with the County
- Reject any Respondent deemed by the County to be non-responsive, unreliable, unqualified or non-responsible

2.15 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 County of San Benito.

2.16 Interpretation

Should any discrepancies or omissions be found in the RFP specifications/requirements, or doubt as to their meaning, the respondent shall notify the Louie Valdez in writing at once (e-mail is acceptable). Louie Valdez will send written instructions or addenda to all participants in this RFP process who have provided their contact information to him at the email address: lvaldez@cosb.us. The County shall not be held responsible for oral interpretations. Questions must be received at least seven (7) days before RFP closing date. All addenda issued shall be incorporated into the Contract.

2.17 Reserved

2.18 Pre-Award Conference

If requested, successful Respondent(s) shall meet with the County representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed Contract.

2.19 Reserved

2.20 Reserved

2.21 Contractor Responsibility and Performance

The County will consider the CONTRACTOR to be the sole point of contact with regard 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.

2.22 Contractor Qualifications

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

- a. Experience: CONTRACTOR shall be an established firm conducting business of the nature specified in this RFP for a minimum of two (2) 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, and resumes of key personnel,
- b. References: Provide a list of three (3) references. See Exhibit "B".
- c. Reserved.
- d. Other Information: Any other information the CONTRACTOR deems appropriate should be included in this section.



2.23 Addenda

No one is authorized to amend any of these documents with respect to any 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 Louie Valdez or designee by **January 9, 2017, at 5:00 p.m.**

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

2.24 Reserved

2.25 Proprietary Information

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

SECTION 3. EVALUATION CRITERIA

An evaluation panel will review all proposals submitted and select the top proposals. These top firms may then be invited to make a presentation to the evaluation panel in County Offices in Hollister, California, at no cost to the County. The County may request Best and Final Offer. Based on the presentation and Best and Final Offers (if requested), the panel will select the proposal which best fulfills the County requirements. The County will negotiate with that firm to determine final pricing, and contract form. Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.

Proposals will be evaluated on the basis of the:

- Firm's overall qualifications and experience, especially in the public sector, as applied to the Scope of Work, including staff expertise and overall experience of staff that would be assigned to the County's project,
- Demonstrated thorough understanding of the Scope of Work, including required project timelines.
- Responsiveness to the Request for Proposal process and general provisions, and understanding of the scope of work as evidenced by the services offered in the proposals, presentations, and ability and willingness to sign a County contract.
- References
- Costs.

SECTION 4. STATEMENT OF WORK, SPECIFICATIONS

4.1 Scope

Prepare and present a written feasibility study that includes an analysis and evaluation of the following: (1) technical and economic feasibility of the formation of a joint Fire Protection District or JPA, or continued contract model, (2) whether such options are feasible within current costs and examine future potential funding sources, and (3)



research the current growth, potential growth and evaluate, if any, impacts or improvements needed to maintain adequate fire protection services. This study shall, in part, result in the recommendation and plan to carry out a consolidated model of providing fire protection and life safety services which will improve emergency response, customer service, financial stability, and oversight through a joint agency to service the jurisdictional areas listed in the chosen feasibility study variation.

The feasibility study submitted by the chosen consultant shall address the following areas:

- Meet with representatives from all two/three jurisdictions to create a needs assessment and determine their interest in developing and implementing a single agency.
- Identify legal requirements as required under the CORTESE-KNOX-HERTZBERG LOCAL GOVERNMENT REORGANIZATION ACT OF 2000.
- Outline potential options for preserving and enhancing the current and future revenue streams of each of the participating agencies.
- Identify current costs of fire services for each of the three agencies; staffing requirements, personnel training, administrative and technical support; facility requirements and responsibilities, joint purchasing and cost sharing.
- Determine cost allocation and apportionment options for all aspects of the proposal.
- Overall cost and potential areas of financial savings
- Salary and benefit comparisons between similar sized jurisdictions
- Challenges, opportunities, weakness, and strengths of a single agency or other recommended option.
- Organizational Comparison.
- Assumptions in creating a single agency or other recommended option to include administrative location, training, apparatus maintenance, co-located prevention and CUPA services with different service options, and partnerships with other fire agencies.
- Administrative oversight and cost, including legal, risk management, information systems and personnel.
- Transition planning including costs, apparatus and equipment, computer hardware and software, system compatibility, record management system, facility size, physical upgrades, furniture/consoles, parking, transition task force.
- Address issues identified in needs assessment including but not limited to: Hazardous Materials Response, Paramedics, Career and Volunteer training and transition, recruitment and retention, binding arbitration, promotions, demotions, emergency planning, and vibrant sustainable volunteer program.



- Conduct a comprehensive review of the current funding mechanisms and agreements for each of the jurisdictions including but not limited to: sales tax, special tax, benefit assessments, existing user fees, current or future county service areas (CSA), rates and charges, etc.
- Governance, command and control including but not limited to: board makeup, command staff, succession planning, and other administrative needs such as legal.
- Recommendations for further action and a detailed discussion with the Cities and County of critical issues and variables that will be important in these efforts if the departments determine to proceed with this project.
- Comparison of pros and cons between recommended option and status quo.

4.2 General Requirements

The consultant awarded the contract will:

1. Work and meet with selected Cities/County staff to define the purpose, uses, and goals to ensure that the development of the analysis will be both accurate and appropriate for the County and City's needs.
2. Meet with staff, community, and elected officials to conduct interviews as needed to gain an understanding of the Cities/County processes and operations. Conduct a comprehensive review of the Cities/County revenue streams including but not limited to sales tax, special tax, benefit assessments, existing user fees, rates and charges existing fees, rates, and charges.
3. Review past, current and pending proposed annexations and detachments and determine the present and future impacts to fire protection funding. Provide options to preserving Cities/County taxing ability.
4. Identify where Cities/County services are duplicated and make recommendations for change that will maintain or improve the existing standard of care in the community.
5. Compare cooperative service agreements in other communities within the State of California to the situation in the Cities/County area. Make recommendations, supported by specific examples of best practices, as to the feasibility of a merger, consolidation or contract that will maintain or enhance the current level of fire protection services.
6. Determine cost allocation and apportionment options for all aspects of the proposal including: overall cost and potential areas of financial savings, salary and benefit comparisons.
7. Complete a document review of prior reports and studies related to emergency services in the Cities/County area.



8. Prepare a report that identifies the direct cost, the indirect cost, and the overhead cost for the current level of service; and develop a model for governance, command and control including but not limited to: board makeup, command staff and succession planning.
9. Prepare a report that identifies the present fees, recommended fees, percentage change, cost recovery percentage, revenue impact and fee comparison with other California counties and cities that are comparable to the City of Hollister, the City of San Juan Bautista, and County of San Benito. A survey comparison of rates and fees with similar cities is for information only.
10. Report on other matters that come to your attention related to assumptions in your recommendation include administrative location, training, apparatus maintenance, co-located prevention and CUPA services with different service options, and partnerships with other fire agencies in the course of your evaluation that in your professional opinion the Cities and County should consider.
11. Present your findings to the City and County staff and make any necessary updates.
12. Prepare and deliver presentations to Cities/County staff and elected officials to facilitate their understanding of the plan and its implications for the City/County and make, and necessary updates as requested.
13. Prepare a final feasibility study and implementation plan report and provide eight bound copies, one unbound copy and a single PDF file of the plan that can be made available to Cities/County staff. Any GIS mapping or deployment analysis developed shall also be made available to the City on CD-ROM and/or electronically, providing the ability to add or delete and/or update information as needed.

SECTION 5. RESERVED

SECTION 7. RFP EXHIBITS

- A. Respondent Fact Sheet
- B. Customer References
- C. Designation of Subcontractors
- D. Non-Collusion Declaration
Insurance Information



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 D. COUNTY OF SAN BENITO NON-COLLUSION DECLARATION

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH RFP

I, _____, am the
(Name)

_____ of _____,
(Position/Title) (Company)

the party making the foregoing RFP that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the RFP is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham RFP; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham RFP, or that anyone shall refrain from bidding; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the RFP are true; and, further, that the respondent has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

(Date)

(Signature)