



Big Bear Fire Authority

**BIG BEAR FIRE AUTHORITY
NOTICE & AGENDA OF ADMINISTRATIVE COMMITTEE MEETING
NOVEMBER 24, 2020**

To: Chairman John Green
Vice Chairman Dave Caretto
Director Rick Herrick
Director Al Ziegler

Fire Chief Jeff Willis
Assistant Chief-Fire Marshal Mike Maltby
Senior Finance Officer Kristin Mandolini
Authority Counsel Joey Sanchez
Local Media

CC: Director Bob Jackowski
Director Bill Jahn
Director Karyn Oxandaboure
Director John Russo
Director Larry Walsh
Director Al Ziegler

NOTICE IS HEREBY GIVEN, that a meeting of the Administrative Committee of Big Bear Fire Authority will be held on Thursday, November 24, 2020 at 3:00 p.m. Pursuant to Governor Newsom's Executive Order N-29-20, the members of the Big Bear Fire Authority Board and the public shall participate in this meeting via teleconference. Public comment may be submitted by email as described below. This meeting is being called pursuant to Section 54956 of the Government Code of the State of California. 842 4889 3398

The Public may observe this meeting by:

- Calling (669) 900-6833 with meeting ID: 842 4889 3398 or;
- Join Zoom Meeting online at
<https://us02web.zoom.us/j/84248893398?pwd=c2pWeVhTSUV2MHpyYTNmTEptaW4yZz09> with passcode 080917

OPEN SESSION

CALL TO ORDER

MOMENT OF SILENCE

GENERAL PUBLIC COMMENT - Public comment is permitted only on items on the posted agenda. Members of the public who wish to comment on matters before the Board are invited to submit comments via email to publicmeetingcomments@bigbearfire.org on or before Tuesday, November 24, 2020 at 1:00 p.m. Please limit comments to 300 words or less. All comments submitted will be read aloud during the meeting. Please note, all email correspondence relating to this meeting will become part of the Board minutes.

DISCUSSION ITEMS

1. Request for Proposal for All-Risk Fire and Emergency Medical Services

Board consideration of a Request for Proposal for All-Risk Fire and Emergency Medical Services to make recommendations to the Board for further direction.

2. Type 1 Apparatus Purchase

Receive presentation on the status and progress made by the Specification Committee to date.

ADJOURNMENT

I hereby certify under penalty of perjury, under the laws of the State of California, the foregoing agenda was posted in accordance with the applicable legal requirements. Dated this 18th day of November, 2020.



Dawn E. Marschinke, Board Secretary

The Big Bear Fire Authority wishes to make all of its public meetings accessible to the public. If you need special assistance to participate in this meeting, please contact Board Secretary Dawn Marschinke at 909/866-7566. Notification prior to the meeting will enable the Fire Authority to make reasonable arrangements to ensure accessibility to this meeting.



BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. 1

MEETING DATE: November 24, 2020

TO: Big Bear Fire Authority Administrative Committee

FROM: Jeff Willis, Fire Chief *JW*

SUBJECT: **REQUEST FOR PROPOSAL FOR ALL-RISK FIRE AND
EMERGENCY MEDICAL SERVICES**

BACKGROUND

At the April 7, 2020 Board meeting, the Board authorized proceeding with public noticing of the Fiscal Year 2020-2021 Budget. The 2020-2021 Fiscal Year Budget includes the implementation of a non-safety ambulance operating model that systematically reduces the number of on-duty firefighters daily, from the current practice of thirteen to nine. At the same time, this increases total daily staffing through augmentation by Ambulance Operators. Through this Board discussion, staff was directed to bring back to the June 2, 2020 Board meeting, a possible request for proposal (RFP) for All-Risk Fire and Emergency Medical Services (EMS) for discussion. At the June meeting the Board recommended sending this discussion to the Administrative Committee for further work.

At the April 7 Board meeting, the Board also directed the Administrative Committee to address reserves to be set aside for equipment. At the June 23, 2020 Administrative Committee meeting the Committee discussed the allocation of Fund Balance. To appropriately determine Fund Balance allocation for equipment, staff was directed to bring back to the Administrative Committee, financing alternatives for the acquisition of fleet and apparatus, as well as the lead time to procure.

DISCUSSION

With the execution of the ambulance operating model as implemented in the Fiscal Year 2020-2021 budget, the Department is experiencing better than expected budget performance for the first quarter reporting period. The current outlook is that this positive budget performance will continue into future years as the ambulance operating model is further implemented over the next 3-year period as planned. This positive budget outlook provides the Authority the opportunity to continue to be self-sustaining into future years.

As an alternative to self-sustainment, the Board may desire to contract out to a qualified provider for All-Risk Fire and Emergency Medical Services and terminate in part, or in whole, the emergency services being provided by its own employees, fire apparatus, and station facilities.

Staff, in consultation with legal counsel, has prepared this draft Request for Proposal (RFP) for contract service. This proposal is being presented to the Administrative Committee to ensure that

the draft RFP includes the elements desired by the Committee in order to return this discussion and document back to the Board for further direction.

RECOMMENDATION

Receive draft Request for Proposal. Provide further direction to staff in order to return this matter back to the Board

ALL-RISK EMERGENCY FIRE AND MEDICAL SERVICES**GENERAL INFORMATION****A. STATEMENT OF WORK****1. Intent**

The Big Bear Fire Authority (Authority) is a Joint Powers Authority (JPA) established in 2012 that effectively consolidated the Big Bear Lake Fire Protection District, a subsidiary district of the City of Big Bear Lake and the Big Bear City Fire Department, a public safety department within the Big Bear City Community Services District. The purpose of the JPA, when formed, was to achieve cost savings while at the same time improve the emergency service delivery system to both jurisdictions.

The Authority currently provides “All Risk” fire suppression and emergency medical services, prevention and investigation services, along with ground 911 and non-emergency ambulance transport services. The Authority, as part of its agreement with its member agencies, leases existing fire station facilities from the member agencies who currently maintain fee title ownership. Current in-services apparatus is a mixed ownership between member agencies and the Authority. As new apparatus is purchased, based on replacement needs, it is purchased as property of the Authority. The Authority provides service out of five (5) fire stations: Station 281 is the headquarters station located at 41090 Big Bear Boulevard, known as the Big Bear Lake Station; Station 282 is located at 301 W. Big Bear Blvd, Big Bear City, known as the Big Bear City Station; Station 283 is located at 550 S. Maple Lane; known as the Sugarloaf Station; Station 284 is located at 45360 Lucky Baldwin Ranch Road, known as the Baldwin Station; Station 285 is located 501 Valley Boulevard (Big Bear Airport), known as the Flight Crew Station. There are two additional fire stations that provide for storage and supply of equipment and apparatus known as the Moonridge and Boulder Bay Stations. These two fire stations do not provide an emergency response thus they are not numerated in the '28 series of station identification. In addition to the fire stations listed above the Authority's fire training center is located at 417 Grenfall Lane, Big Bear City.

The Authority seeks proposals from qualified Service Providers for full-service fire suppression and emergency medical services (EMS), prevention and investigation services, and ground ambulance transport serving 911 and non-emergency interfacility transports.

The Authority currently provides, through an agreement with Air Methods, Inc., critical care medical helicopter service. Flight medical personnel are also utilized to provide ground critical care transportation service during times of inclement weather when the helicopter is grounded. It should be noted that the current agreement with Air Methods does not allow for the automatic transfer of the agreement to another fire Service Provider.

The Authority has considered the cost of service operating in an environment with increasing service demand. To this end, the Authority endeavors to participate in this competitive process to evaluate and weigh the costs and benefits as a locally governed agency against proposals submitted

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by other qualified Service Providers. Accordingly, the Authority submits a competitive Request for Proposal (RFP) to qualified Service Providers to provide all-risk fire and EMS department services by virtue of a service contract. The term of service contract shall be for five (5) years with an option to extend the contract an additional five (5) years based on the mutual consent of both parties provided the Service Provider has met the requirements of the Authority and earned the right to negotiate for a renewal based on performance and at the discretion of the Authority. The Authority shall make the offer of extension to Service Provider at least 12 months prior to the scheduled end of the term of the agreement or any previously granted extension.

2. Scope

The Authority may desire to enter into a service contract with a selected fire protection and EMS Provider to deliver the services specified in this RFP. The Authority's intent is to maintain its current Insurance Services Office (ISO) Rating and ensure the same level of coverage, response times, resources at incident scenes, quality of service, and training. In other words, a Prospective Provider shall not reduce the level of service over the specified term of the contract. A successful fire protection and emergency medical system has three major consumer objectives: 1) prevent lost lives and minimize property loss; 2) quick response times to emergencies; and 3) provide these services in a fiscally prudent and responsible manner. The Authority seeks to meet these objectives now and, in the future, while ensuring good value for the community. One of the goals of the Authority's public safety program is to sustain an economically balanced performance-based emergency response system. Essential elements of this fiscally balanced system include:

- Timely and effective response to emergency medical incidents;
- Effective continuous quality improvement program for emergency medical services;
- The ability to provide critical care ground transports during times of inclement weather;
- Responsive to the local hospital providing non-emergency interfacility transports;
- The ability to staff additional Advanced Life Support (ALS) ambulances at times of unplanned surge;
- Timely and effective response to fire suppression needs;
- Effective fire prevention and community risk reduction programs;
- Effective fire investigation services;
- Effective execution of rescue activities and vehicle extrications; and
- Effective planning and training for emergency response to natural or man-made disasters.

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B. INSTRUCTIONS TO PROPOSERS

1. Designated Authority Contact/Ex-Parte Communication Ban

All contacts during this competitive process is through designated Authority staff only. The evaluation phase of the competitive process shall begin upon issuance of the RFP to the public and shall continue until the governing board has considered this matter at a public meeting. Proposers, either directly or indirectly or through intermediaries, organized labor or other agents shall not contact or lobby evaluators, elected officials, or other Authority staff from the time the RFP has been issued and released to the public until the governing board has considered the proposal at a public meeting. **Attempts by Proposers to contact evaluators, elected officials, or other Authority staff during this time period shall result in disqualification of that Proposer.** The purpose of this communication ban is to ensure a fully transparent and level playing field for all Proposers. Proposers shall be required to submit a signed copy of the Ex-Parte Communication Certification attached as Exhibit C.

All questions regarding these specifications, terms, and conditions are to be submitted in writing only as official Requests for Information (RFIs). The Authority will endeavor to provide written responses to all RFIs within five (5) business days. All RFIs submitted before the final deadline to submit RFIs, as well as the Authority's written responses to RFIs, will be answered, posted to the Authority's website, and available for all Proposers to review. No RFIs will be accepted beyond the due date noted below. It is the responsibility of all Proposers to check the Authority's website periodically to ensure they have reviewed all responses to RFIs and any addendums to this RFP. Proposers are required to include a signed copy of the attached Addendum Acknowledgement Form, documenting that all addendums have been reviewed and acknowledged with its proposal attached as Exhibit D.

All RFIs should be directed to:

Dawn Marschinke, Board Secretary

Email: dmarschinke@bigbearfire.org

A copy of this RFP, RFIs and responses, RFP addendums, and other associated information relative to this solicitation will be posted on the Authority's website at: www.bigbearfire.com

2. RFP Calendar of Events

Event	Date
RFP Issued	December 3, 2020
Authority Closure Dates	Every Friday; December 24 & 31, 2020; January 11, 2021; and February 15, 2021
Final Request for Information Due	February 4, 2021
Final RFP Addendums Due (Authority)	February 25, 2021
Proposals Due	5 p.m. March 4, 2021
Proposal Evaluation Period	April 2021-June 2021

ALL-RISK EMERGENCY FIRE AND MEDICAL SERVICES**3. SUBMITTAL OF PROPOSALS**

- 3.1 It is the responsibility of each Proposer to be familiar with all the specifications, terms and conditions of this RFP. By the submission of a proposal, the Proposer certifies that, if awarded a service contract, they will make no claim against the Authority based upon ignorance of conditions or misunderstanding of the specifications.
- 3.2 All proposals must be SEALED and must be received by 5:00 p.m. PDT on March 4, 2021. Proposals are to be addressed to: Big Bear Fire Authority Proposal for Fire Protection Services, 41090 Big Bear Blvd., Big Bear Lake, CA 92315 Attention: Dawn Marschinke, Board Secretary
- 3.3 NOTE: LATE AND/OR UNSEALED PROPOSALS WILL NOT BE ACCEPTED.
- 3.4 Proposals will be received only at the address shown above and the date and time indicated in the Calendar of Events. Any proposal received after said date and/or time or at a place other than the stated address will not be considered and will be returned to the Proposer unopened.
- 3.5 All proposals, whether delivered by an employee of Proposer, U.S. Postal Service, courier, or package delivery service, must be received prior to the time designated.
- 3.6 Proposer's name and return address must also appear on the mailing package.
- 3.7 No email (electronic) or facsimile proposals will be considered.
- 3.8 Proposer acknowledges all RFP terms and conditions and, by submission of its proposal, indicates the ability to perform in accordance with all specification herein.
- 3.9 Submitted proposals must be valid for a minimum period of one (1) year from the submittal date.
- 3.10 All costs associated with the preparation and submission of a proposal shall be borne by Proposer.
- 3.11 Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California Corporations Code or an equivalent statute.
- 3.12 Proprietary or Confidential Information:
 - 3.12.1 No part of any proposal is to be marked as confidential or proprietary.

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- 3.12.2 Authority may refuse to consider any proposal or part thereof.
 - 3.12.3 All proposals shall become the property of Authority.
 - 3.12.4 Authority reserves the right to make use of any information or ideas contained in submitted proposals.
 - 3.12.5 Proposals submitted in response to this RFP may be subject to public disclosure.
 - 3.12.6 Authority shall not be liable in any way for disclosure of any such information.
- 3.13 All other information regarding the proposals will be held as confidential until such time as the RFP Review Committee has completed its evaluation.

4. PROPOSAL FORMAT

Proposals must be signed in ink by an authorized officer or employee of the Proposer's organization. Proposals shall incorporate all information requested in this RFP, in the order listed. Authority performance standards for public safety services are identified in the Scope of Work (Exhibit A) of this RFP and shall be addressed in the manner stipulated for each standard.

- 4.1 It is the intent of the Authority to ensure that all proposals be concise and directly respond to the required information in this RFP. In order to facilitate the proposal evaluation process, the following requirements shall be adhered to:
 - 4.1.1 Submit six (6) copies of the complete written proposal. An electronic version of the entire proposal in a Portable Document Format (.pdf) shall be included with the printed version on a USB-drive.
 - 4.1.2 Submitted Proposals
 - Binder #1 shall contain a Table of Contents, the narrative response to this RFP (the Proposal), all required forms (Exhibits), and shall be contained within a 1-inch, three-ring binder.
 - Binder #2 shall contain all attachments (Appendices), if any, identified within the proposal.
 - 4.1.3 Narrative (Binder #1): The proposal may begin with a brief executive summary (not more than three pages) of the highlights and overall benefits of the proposal to the Authority. Any material deviation from these requirements may be cause for rejection of the proposal, as determined at the Authority's sole discretion. The narrative portion shall abide by the following specifications:

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- Table of Contents must include corresponding page number and pages must be numbered sequentially
 - Tabs must separate each section of the proposal
 - Font - Times New Roman, no smaller than 12-point
 - Line spacing no less than 1.5 lines
 - Double-sided page printing
 - Standard 8.5" by 11" paper
- 4.1.4 Attachments (Binder #2): Proposers may elect to use reference attachments in the proposal to provide additional detail. All attachments should be incorporated into a second binder and each attachment shall be labeled, page numbered, referenced in the narrative, and identified on the Table of Contents as Appendices.
- 4.1.5 Cost proposals shall be submitted in the same format as outlined in Exhibit B attached hereto.
- 4.2 Proposer's Proposal Submission Elements: The required format for all submittals shall be consistent with the following format:
- A. Cover letter and proof of insurance requirements.
 - B. General background information and qualifications.
 - C. Proposed method for providing services and deployment strategies.
 - D. Statement regarding the performance measures to be utilized in defining service delivery and service outcomes.
 - E. Projected partnerships and collaborations that are being proposed including any joint/automatic response or mutual aid provisions.
 - F. Proposed prevention efforts including new and existing construction inspection services, plans review, fire/arson investigations, pre-fire planning, code enforcement, and fire mitigation efforts or vegetation management.
 - G. References for any service contracts or service collaboration arrangements that the provider is or has been involved.
 - H. Proposed Fee Structure including:
 - i. Startup cost;
 - ii. Initial Service period cost to Authority;
 - iii. Proposed pricing methodology for future or extended service terms;

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- iv. Identification of any additional user fee or service fee that may be instituted (plans review fees, inspections fees, stand-by fees for special events, false alarm fees, auto extrication fees, roadway response fees, hazardous materials clean-up fees, equipment of supply use fees, non-resident service fees, etc.) to defray annual Authority service costs; and

I. Complete all forms/worksheets contained in RFPs Exhibits, include behind the proposal in Exhibit order, and placed in Proposer's Binder #1.

5. EVALUATION PROCESS /REVIEW COMMITTEE /CRITERIA

- 5.1 All acceptable proposals will be evaluated by the RFP Review Committee.
 - 5.1.1 The RFP Review Committee will be composed of four (4) Authority governing board members, Fire Chief, support staff, and the Finance Officer.
 - 5.1.2 The RFP Review Committee will consider a Service Provider in accordance with the evaluation criteria set forth in this RFP. Evaluation of the proposals shall be within the sole judgment and discretion of the RFP Review Committee.
- 5.2 All contact during the evaluation phase shall be through the designated Authority contact person only, Assistant to the Chief Dawn Marschinke. Proposers shall not contact or lobby evaluators, elected officials, or other Authority staff during the RFP process until the governing board has considered the matter and provided additional direction to staff. Attempts by Proposer, either directly or indirectly through lobbyists, organized labor, or other agents to contact and/or influence members of the RFP Review Committee, elected officials, or other Authority staff will result in disqualification of the Proposer.
- 5.3 The RFP Review Committee will evaluate each proposal in meeting the minimum qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risk of the Authority's requirements, as set forth in this RFP.
- 5.4 As a result of this RFP, the Authority intends consider cost and level of service for "all risk" fire and emergency medical services. The Authority may reject any proposal and may waive, to the fullest extent permitted by law, any informalities or minor irregularities therein not involving price, time or changes in the services provided. The Authority may also elect to continue providing all risk emergency services as its own fire department. The goal to the Proposer is to identify

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alternative service model that may offer the Authority a cost saving benefit that meets or exceeds the level of service currently provided. The Authority reserves the right, in its discretion, to reject all proposals and issue a further Request for Proposals.

- 5.5 In evaluating proposals, Authority will consider the information provided in the proposal, the compliance with the prescribed requirements, and such other data as may be requested in this RFP, or any other information requested, provided or discovered through this process.
- 5.6 Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. Other information may be added to further support the evaluation process whenever such additional information is deemed appropriate in considering the nature of the services being solicited.
- 5.7 The Authority may conduct any investigations the Authority deems necessary to assist it in its evaluation of any proposal and to establish the Proposer's responsibility, qualifications, and financial ability (and that of its proposed subservice providers, suppliers, and other persons and organizations) to perform in accordance with the agreement and the proposal, to Authority's satisfaction.
- 5.8 Evaluation Criteria: (A) General Background and Qualifications, (B) Service Methodology and Deployment, (C) Performance Measurements, (D) Prevention & Community Risk Reduction Performance, (E) Quality Control Measures, and (F) Proposed Fee Structure.
 - 5.8.1 How well the proposal demonstrates an understanding of the requirements of the RFP;
 - 5.8.2 The description of the methodology that will be used to meet the requirements; and
 - 5.8.3 The likelihood of success based on the reasonableness of the approach, the commitment of resources, and adequate infrastructure to support the proposal.

6. NOTICE OF INTENT

- 6.1 At the conclusion of the RFP response Evaluation Process, all Proposers will be sent a Notice of Intent, in writing, as may be directed by the Governing Board.
- 6.2 The Authority retains the right to reject all bids and to not award a service contract. Proposers will be notified if this is the outcome.

ALL-RISK EMERGENCY FIRE AND MEDICAL SERVICES**C. TERMS AND CONDITIONS****1. PROPOSAL**

- 1.1 Proposals will be evaluated by the RFP Review Committee and will be ranked in accordance with the RFP Evaluation Criteria.
- 1.2 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 the Authority unless or until a separate agreement is developed and executed by the Authority following governing board approval.
- 1.3 The RFP Review Committee will present to the governing board the Proposer who, in its opinion, has submitted a proposal that best serves the overall interests of the Authority. The RFP Review Committee may also recommend that the Authority maintain its own fire department or seek out additional alternative service model/options.
- 1.4 The proposal evaluation process set forth herein will be used to assist the RFP Review Committee in making its recommendation to the governing board.
- 1.5 The Authority reserves the right to reject any or all responses that materially differ from any terms contained herein or from any exhibit attached hereto and to waive informalities and minor irregularities in responses received.

ALL-RISK EMERGENCY FIRE AND MEDICAL SERVICES**EXHIBIT A****SCOPE OF WORK**

The Authority seeks to provide as much flexibility as possible for responsive Service Providers to propose service models that provide a viable service level for the Authority. However, the Authority shall ultimately maintain local discretionary decision-making and control over service levels, budget, and funding for emergency medical service, fire suppression, prevention, investigation, community risk reduction, and associated planning efforts to meet current and future benchmark goals.

The Authority and member agencies shall continue to retain ownership and control of current fire department fixed facilities. The Authority and/or member agencies will lease to Proposer if selected (separate lease agreement required) real property at \$1 per year. The Service Provider, if it decides to occupy the existing fire stations and deploy its resources from those locations, will be responsible for providing general and routine maintenance of a non-structural or mechanical nature for all fire stations, buildings as well as general property maintenance, as may be defined in a lease agreement. In addition, the Service Provider, if they choose to utilize Authority or member agency owned fire stations, shall share the use and operation of those stations with a 911/ALS Service Provider, if not providing this service on its own.

The Service Provider will be required to provide all necessary equipment, vehicles, apparatus, materials, and supplies needed to provide these services to the Authority the cost of which shall be incorporated into annual service contract that the Authority or member agencies pay. The Proposer shall designate to the Authority and/or member agencies a Fire Chief and Fire Code Official (Fire Marshal), which includes the enforcement of Title 19 of the California Code of Regulations and all applicable codes within pertaining to building/fire codes and building safety inspections.

Contractual Duties, Responsibilities & Obligations:

The Proposer's services provided through a contract with the Authority shall be at comparable levels to the Authority's current service levels and response times. These services shall also be delivered in a financially sustainable and responsible manner as identified in this RFP. The Proposer's Service contract shall include emergency and non-emergency ALS ground patient transport service, emergency and non-emergency critical care patient transport by ground during times of inclement weather conditions. Fire protection services will include commercial, residential, wildland and industrial, mandated fire prevention/life safety inspections, fire/arson investigations, hazardous materials incident response, vehicle fires, vehicle extrication, hazardous conditions response (flooding, downed power lines, earthquake, terrorist incidents), and mutual/automatic aid to surrounding areas.

The Proposer will provide for the professional management and operational control of the fire department following the level of service and policies established by the Authority. The Proposer will recruit, test, hire, train, and manage the personnel required to deliver this service. The Proposer will provide training to all employees, by accredited and qualified instructors and

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institutions, that will meet or exceed the accepted industry standards, requirements, and specific operational needs of the Authority.

The Authority requires that all responding, and support personnel shall meet any applicable County, State, and Federal qualifications/training requirements, including CAL-OSHA requirements, driving licensure, etc. Proposers shall offer in their proposals recommended criteria for the establishment of the minimum training requirements for operational personnel utilized in Authority responses (State Fire Marshal's Office training certifications for: Firefighter 1 & 2, Driver Operator, Company Officers, Chief Officers, Fire Inspectors, Fire Investigators, etc.) and for command response personnel and their level of training/competency as incident commanders.

Labor negotiations, worker's compensation, personnel administration, employee benefits, and career development will be the Proposer's responsibility. The Authority's expectations regarding work rules and existing memorandums of understanding between the Proposer and its employees will not impact or hamper the Proposer's ability to deliver the services in the manner prescribed herein by the Authority.

The Proposer, through initial and extended emergency response deployment, will meet the standards of response cover needs for the Authority's jurisdiction. The Proposer will designate the Big Bear Lake and Big Bear City Stations as "must cover" stations, if it elects to occupy these stations. Proposers must demonstrate to the Authority that a "must cover" station is not needed or could be covered by alternate deployment models. "Must cover" means that any time the staffed apparatus is committed to an emergency or activity that precludes a response to a second incident, the Authority will be covered by either: 1) Cover engine that will be dispatched from another station, 2) Call back of off-duty personnel, or 3) Activation of volunteer firefighters. This will provide an immediate fire engine for second emergency or support to the initial emergency. The Authority will receive a minimum depth of coverage, and Proposers are required to outline their proposed minimum depth of coverage. The Proposer will be required to comply with the Authority's required mutual coverage support during emergencies that are considered automatic mutual aid.

The Proposer will be responsible for the enforcement of the State fire code, local fire code amendments, and the code provisions in the Big Bear Lake Municipal Code pertaining to fire prevention and life safety inspections. The Proposer will maintain a representative to function in an Emergency Operations Center (EOC) when the EOC is activated. In addition, the Proposer will have an active and prominent role in the Authority's and member agency emergency response planning efforts and will participate in emergency planning tabletop exercises.

Dispatch Service:

The 911 Public Safety Answering Point (PSAP) is San Bernardino County Sheriff. Fire and medical related emergency calls are currently transferred to CONFIRE as a secondary PSAP. Radio communication and station alerting is through the county 800 MHz radio system. Station alerting backup to 800 MHz alerting is performed through hard wire Voice Over Internet Protocol (VOIP). The Authority also owns and operates a VHF radio repeater system for continuity of

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emergency operation should the 800 MHz/VOIP system crash or fail. Proposers already utilizing existing dispatch infrastructure should identify proposed dispatching models/systems for fire and emergency medical service they would implement or absorb into existing systems, if providing emergency services to the Authority.

Desired Service Level:

In keeping with the Authority's stated desire to deliver these services in a fiscally prudent and sustainable manner at a comparable service level, the vision for such a delivery model emphasizes quality and expedient service, maximizes efficiencies, lowers costs, and adds value. The Authority's fire protection Service Provider will be a first responder to medical emergencies. The Fire Protection Provider is expected to respond to the following types of calls:

- First responder at the ALS level
- ALS ambulance transport
- Working structure and other fires
- Wildfire response and mitigation services
- Traffic accidents requiring patient extrication
- Urban/technical rescues
- Fire investigation services
- Hazardous materials response
- Hazardous conditions response
- Community outreach and fire prevention education
- Fire/development plan check services
- Community risk reduction planning and programs

In presenting the staffing and equipment necessary in the Proposer's opinion to provide effective and fiscally sustainable fire protection services to the Authority, the proposal should include a broad overview of the proposed service delivery model.

Proposers may elect to propose alternate force deployment strategies including the use of roving or patrol units, posting of vehicles at key locations, or the utilization of peak staffing models and of other staffing and deployment strategies that differ from dedicated staffing at the five (5) existing Authority facilities.

The service model must indicate the number of positions by employee classification that are available to provide service, both in terms of fully employed personnel assigned to the Authority jurisdiction, or personnel with combined or shared service responsibilities.

In addition, all necessary vehicles and equipment such as apparatus, support vehicles, command personnel, etc., to provide this service shall be outlined by Proposers.

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Proposers may elect to propose the use of alternative response vehicles for non-emergent response to service calls, public assist, automatic fire alarms, or other non-emergent response activities, such alternative service delivery approaches should be detailed by the Proposer in its proposal.

The following table provides service call statistics for calendar years 2017-2019, as provided by the Authority:

Year	Unit Responses	Fire Incidents	EMS Incidents	Other Incidents	Incident Totals	IFT Calls	IFT and Call Totals
2017	8266	187	3085	849	4121	438	4559
2018	7784	178	2991	670	3839	646	4485
2019	8600	178	3306	798	4282	793	5075

Proposers should describe their proposed operational plans to provide for the full-force response to each response type such as fires or other emergencies that quantifies the total number of personnel and equipment that would respond to the various occupancy groups (single-family residential, multiple-family residential, commercial, industrial, high-hazard occupancies, target hazards, low-rise structures, vegetation fires, outdoor fires, vehicle fires, and etc.) in their proposals.

Assumption of Personnel:

The Prospective Provider shall include a provision to integrate or appoint BBFD personnel into its roster as employees of the contracting agency. It is anticipated that all Authority employees would be integrated into the prospective contracting agencies organization and would maintain their jobs. It is expected that BBFD uniformed personnel will be allowed to be assigned to a BBFD fire station, unless at the employee's request to be transferred. The Authority will expect that Authority employees maintain their existing base rate of pay after the integration to the contracting agency.

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

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 BBFD labor associations.

Below is a listing of the Authority employment classifications:

1. Assistant Chief/Fire Marshal: It is expected that the existing Assistant Chief/Fire Marshal will transition into the Prospective Provider's workforce as a chief officer at his/her current base rate of pay.
2. Battalion Chiefs: It is expected that the existing Battalion Chiefs will transition into the Prospective Provider's workforce as chief officers 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.

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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. Firefighters: It is expected that the existing Firefighter will transition into the Prospective Provider's workforce as Firefighter at their current base rate of pay.
6. Ambulance Operator/EMTs: It is expected that existing Ambulance Operator/EMTs will transition into the Prospective Provider's workforce as an Ambulance Operator/EMT at their current base rate of pay. This position may be placed anywhere in the Prospective Provider's system where an opening is available.
7. Ambulance Operator/Paramedics: It is expected that existing Ambulance Operator/EMTs will transition into the Prospective Provider's workforce as an Ambulance Operator/EMT at their current base rate of pay. This position may be placed anywhere in the Prospective Provider's system where an opening is available.
8. Flight Nurses: It is expected that existing Flight Nurses will transition into the Prospective Provider's workforce as a Flight Nurse at their current base rate of pay. This position may be placed anywhere in the Prospective Provider's system where an opening is available.
9. Flight Paramedics: It is expected that existing Flight Paramedics will transition into the Prospective Provider's workforce as a Flight Paramedic at their current base rate of pay. This position may be placed anywhere in the Prospective Provider's system where an opening is available.
10. Fire Mechanic: It is expected that the existing Fire Mechanics will transition into the Prospective Provider's workforce as a Fire Mechanic at his/her current base rate of pay. This position may be placed anywhere in the Prospective Provider's system where an opening is available.
11. Senior Finance Officer/Human Resources (HR) Manager: It is expected that the existing Senior Finance Officer/HR Manager will transition into the Prospective Provider's workforce as a Senior Finance Officer at his/her current base rate of pay.
12. Board Secretary: It is expected that existing Board Secretary will transition into the Prospective Provider's workforce as a Board Secretary at his/her current base rate of pay.
13. EMS Billing Coordinator: It is expected that existing EMS Billing Coordinator will transition into the Prospective Provider's workforce as an EMS Billing Coordinator at his/her current base rate of pay.
14. Information Technology Coordinator: It is expected that the existing Information Technology Coordinator will transition into the Prospective Provider's workforce as an Information Technology Coordinator at his/her current base rate of pay.

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15. Accounting/HR Coordinator: It is expected that the existing Accounting/HR Coordinator will transition into the Prospective Provider's workforce as an Accounting/HR Coordinator at his/her current base rate of pay.
16. Administrative Assistants: It is expected that existing Administrative Assistants will transition into the Prospective Provider's workforce as an Administrative Assistant at their current base rate of pay.

Administrative and Support Services:

Proposers must declare who will be appointed as the designated fire chief or chief fire officer for the Authority and will represent the Authority in that capacity. The appointed Fire Chief/Chief Fire Officer will have the ability to make changes or reassignments of assigned personnel. This individual will manage this contract in a professional and efficient manner, attend local government board meetings when requested, attend various local government meetings, provide personnel management services, attend other policy meetings and special events as appropriate or requested, and coordinate emergency planning with other agencies including automatic and mutual aid agreements.

All administrative and support services, and management functions related to contracted fire personnel (i.e. personnel administration, labor relations, contract negotiations, etc., disciplinary actions, uniforms, turnouts, medical response & firefighting materials and supplies, etc.) will be performed or provided by the Proposer. At no time shall the Proposer's existing work rules or memorandums of understanding with its employees impede the Proposer's ability to deliver the services in the manner and cost structure required by the Authority and as determined by the Authority.

Proposers shall offer in their proposals recommended criteria for the establishment of "performance measures" and the frequency of their reporting in assessing service delivery. Proposers shall also offer in their proposals recommended criteria for the establishment of financial penalties when service delivery criteria are not being met.

Fire Prevention and Investigation Services:

The Proposer will assist the Authority with the following programs:

- Fire and life safety inspections and enforcement as per applicable State and local Municipal Codes;
- Public education (i.e. school and civic programs, community outreach, etc.);
- Fire Hazard Reduction Program (i.e. emergency response preplanning, special event fire safety, plans/inspections); and
- Arson investigation and related law enforcement assistance on an as-needed basis.

ALL-RISK EMERGENCY FIRE AND MEDICAL SERVICES**Annual Cost Proposal:**

The proposal will include the annual cost to provide all services contained herein as outlined in Exhibit B. The cost shall be broken out by fire station, as applicable. The cost shall be a fixed amount for the first three (3) years of this agreement. Beginning in Year 4 of the agreement term, an annual adjustment will be allowed based on the Los Angeles-Long Beach-Anaheim Consumer Price Index for the preceding 12 months.

Regular Meetings, Reporting, and Billing Requirements to the Authority:

The Service Provider will provide a monthly fire department activity report to the Authority or individual member agencies. The monthly activity report will include all fire department activities for a given month broken down by category (i.e. emergency and non-emergency medical aids, emergency fire suppression incidents, property loss estimates [if applicable], coverage or response time issues [if any], mutual aid responses, other emergency-related incidents, and community support activities). The Authority and the Service Provider will meet quarterly to discuss service provision performance and other key issues involving the service agreement.

The Service Provider will provide an annual fire department report. This annual report will be a detailed summary of the department's activities (as mentioned above) and statistical data broken down by category for the previous year, as well as an identification of challenges and issues addressed during that time, or that remain unresolved. The Service Provider will provide detailed billings, based on the Authority's contract with the Service Provider.

Required Insurance Coverages:

The required insurance coverages including lines of insurance, coverage limits and related criteria are set forth in Exhibit E Insurance Coverage Agreement.

Proposed Service Fees:

The Proposer shall indicate in its proposal any identified service fees it intends to or already does charge the public while directly providing service to the Authority (including any variances in fees for residents, business, and non-residents) for the delivery of any service. Such identified proposed service fees should include specific details as the actual service to be provided, the fee for each service, and any variables. Additionally, such schedule of fees should be applicable for a specified time frame, which at a minimum shall be for the first three (3) years of a service contract proposal. Thereafter, any proposed adjustments to the proposed service fees shall be no more than an annual adjustment, which shall be based on the Consumer Price Index for all Urban Consumers for the Los Angeles-Long Beach-Anaheim Consumer Price Index for the preceding 12 months. All such proposed initial service fee schedules and any future adjustments to such fees, shall be contingent on formal approval and act of the Authority governing board. Any fees collected by the Service Provider shall be used to offset the annual service cost charged to the Authority.

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If a Proposer elects to propose one or more service fees in its submittal, the Proposer should indicate how any revenue received by the Proposer, if awarded a resultant agreement, for such fees will reduce the proposed costs set forth in Proposer's Cost Proposal.

If a Proposer elects to not establish any service fee at any time during the initial term of a service agreement, or delay establishing such a fee for a specified amount of time, it should so state that in its submittal.

The Proposal Shall Also Include the Following:

- 10-year history of the service fee charged to other agencies contracting who contract with the Proposer for fire protection and emergency medical services.
- 10-year history of the Proposer's salary and benefit increases that have been passed on in the form of increased costs to its contracting agencies, especially municipalities.
- Identify the Proposer's time frame needed to acquire equipment and personnel to service this contract.

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EXHIBIT B

COST PROPOSAL

1. Total Annual Cost for the Baldwin Station

\$ _____

2. Total Annual Cost for the Big Bear City Station

\$ _____

3. Total Annual Cost for the Big Bear Lake Station

\$ _____

4. Total Annual Cost for the Sugarloaf Station

\$ _____

5. Total Annual Cost for the Airport Station

\$ _____

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EXHIBIT C

EX PARTE COMMUNICATIONS BAN CERTIFICATION

DECLARATION OF EX PARTE COMMUNICATION

I/We, _____, have not held, or will hold any communications regarding any of the subject matters contained herein, whether in-person, telephonically or electronically, with any elected official or staff member of the Authority outside of the communications protocols contained herein, until a service contract proposal has been considered by the governing board at a public meeting. I/We, _____, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

All contacts during this competitive process is through designated Authority staff only. The evaluation phase of the competitive process shall begin upon issuance of the RFP to the public and shall continue until the governing board has considered proposals at a regular board meeting with additional direction being provided to staff. Proposers, either directly or indirectly or through intermediaries, lobbyists, organized labor or other agents shall not contact or lobby evaluators, elected officials or other Authority staff. **Attempts by Proposers to contact evaluators, elected officials or other Authority staff during the evaluation period shall result in disqualification of that Proposer.**

Dated _____

Signature of Authorized Agent

Printed, Title

Subscribed and sworn to before me by

This _____ day of _____, 2021

(signature of Notary Republic)

(SEAL)

ALL-RISK EMERGENCY FIRE AND MEDICAL SERVICES**EXHIBIT E****INSURANCE COVERAGE AGREEMENT**

Minimum Scope and Limits of Insurance. Proposer shall obtain, maintain, and keep in full force and effect during the life of a service agreement all the following minimum scope of insurance coverages with an “A Rated” insurance company admitted to do business in California, and approved by the Authority:

- (a) Broad-form commercial general liability, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or shall be three times the required occurrence limit. If Service Provider maintains higher limits that the specified minimum limits, Authority requires and shall be entitled to coverage for the high limits maintained by the Service Provider.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than Five Million Dollars (\$5,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Service Provider. Service Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the Authority, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the Authority and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Medical Professional Liability with limit no less than \$2,000,000 per occurrence and \$6,000,000 aggregate. If coverage is written on a claim made basis, 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 three (3) years after completion of the contract.

Neither the Authority nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Service Provider under an agreement are adequate to protect Service Provider. If Service Provider believes that any such insurance coverage is insufficient, Service Provider shall provide, at its own expense, such additional insurance as Service Provider deems adequate.

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Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

- (a) Additional insureds: "The Authority and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Service Provider pursuant to its contract with the Authority; products and completed operations of the Service Provider; premises owned, occupied or used by the Service Provider; automobiles owned, leased, hired, or borrowed by the Service Provider."
- (b) Notice: "Service provider 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, Service Provider shall forthwith obtain and submit proof of substitute insurance. Should Service Provider fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the Authority may procure such insurance at Service Provider's sole cost and expense."
- (c) Other insurance: "The Service Provider's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the Authority shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Authority, its officers, officials, agents, employees, and volunteers.
- (e) The Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by Authority.

Certificates of Insurance. Service provider shall provide to Authority certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by Authority.

Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in Proposer's proposal the extent to which Service Provider may be held responsible for payments of damages to persons or property.

Waiver of Subrogation. Proposer will grant to the Authority a waiver of any right to subrogation which any insurer of said Proposer may acquire against the Authority by virtue of the payment of

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any loss under such insurance. Proposer 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 Authority has received a waiver of subrogation endorsement from the insurer.

Indemnification Requirements. Proposer shall defend, indemnify and hold Authority, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner which actually or allegedly arise out of or are incident to any alleged acts, omissions, negligence or willful misconduct of Service Provider, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of the Services, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses except where caused by the active negligence, sole negligence, or willful misconduct of the Authority its officials, officers, employees, volunteers and agents. Service Provider shall defend, at Service Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Authority, officials, officers, employees, volunteers and agents. Service Provider shall pay and satisfy any judgment, award or decree that may be rendered against the Authority or its officials, officers, employees, volunteers and agents, in any such suit, action or other legal proceeding. Service Provider shall reimburse Authority and its officials, officers, employees, volunteers and/or agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Service Provider's obligation to indemnify shall not be restricted to insurance proceeds.