



# CONFIRE BOARD OF DIRECTORS MEETING

THURSDAY, JULY 21, 2022 – 10:30 AM

TEAMS

---

## AGENDA

The CONFIRE Board of Directors Meeting is scheduled for Thursday, July 21, 2022 via TEAMS.

Reports and Documents relating to each agenda item are on file at CONFIRE and are available for public inspection during normal business hours.

The Public Comment portion of the agenda pertains to items NOT on the agenda and is limited to 30 minutes; 3 minutes allotted for each speaker. Pursuant to the Brown Act, no action may be taken by the Administrative Committee at this time; however, the Committee may refer your comments/concerns to staff or request that the item be placed on a future agenda.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact CONFIRE at (909) 356-2302. Notification 48 hours prior to the meeting will enable CONFIRE to make reasonable arrangements to ensure accessibility to this meeting. Later requests will be accommodated to the extent feasible.

A recess may be called at the discretion of the Board of Directors.

## Microsoft Teams meeting

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Or call in (audio only)**

[+1 661-857-7048,,675045637#](#) United States, Santa Clarita

Phone Conference ID: 675 045 637#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

Note: The meeting is being held solely by electronic means and will be made accessible to members of the public seeking to attend and to address the Committee solely through the link set forth above, except that members of the public seeking to attend and to address the Committee who required reasonable accommodations to access the meeting, based on disability or other reasons, should contact the following person at least twenty-four (24) hours in advance of a regular meeting to make arrangements for such reasonable accommodations.

(For Special meetings, please request accommodations no less than 12 hours prior to the meeting.)

Liz Berry  
1743 Miro Way, Rialto, CA 92376  
909-356-2302  
[lberry@confire.org](mailto:lberry@confire.org)

## **OPENING**

- a. Call to order
- b. Flag Salute

## **ROLL CALL**

## **PUBLIC COMMENT**

An opportunity provided for persons in the audience to make brief statements to the Board of Directors. (Limited to 30 minutes; 3 minutes allotted for each speaker)

## **INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST**

Agenda items may require member abstentions due to conflict of interests and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

## **CONSENT ITEMS**

The following items are considered routine and non-controversial and will be voted upon at one time by the Board of Directors. An item may be removed by a Board Member or member of the public for discussion and appropriate action.

1. Approve Board of Directors Minutes of April 21, 2022

**UPDATE ON CONFIRE ACTIVITIES** - CONFIRE Director to give an update on the various activities within CONFIRE.

2. District Transparency Certificate of Excellence Accreditation

## **OLD BUSINESS**

## **NEW BUSINESS**

3. FY 22-23 Budget Adjustments for Consultant, Vehicle Purchase and ARPA Carryover -  
**ACTION ITEM**





**BOARD OF DIRECTORS MEETING**  
**THURSDAY, APRIL 21, 2022 – 10:00 AM**  
**LOMA LINDA EOC-25541 BARTON RD., LOMA LINDA**

---

## MINUTES

### ROLL CALL

#### **BOARD OF DIRECTORS COMMITTEE MEMBERS:**

Chairperson – Ernest R. Cisneros, Council Member – City of Colton  
 Vice-Chairperson – Lynne Kennedy, Mayor Pro Tem – City of Rancho Cucamonga  
 Dan Leary, Board President – Apple Valley Fire Protection District  
 John DeMonaco, Board Member – Chino Independent Fire District  
 Dr. Rhodes Rigsby, Council Member– City of Loma Linda  
 Denise Davis, Council Member – City of Redlands-*Arrived @ 10:10*  
 Andy Carrizales, Council Member – City of Rialto  
 Dawn Rowe, 3<sup>rd</sup> District Supervisor – San Bernardino County - *Absent*  
 Elizabeth Becerra, Council Member – City of Victorville - *Absent*

### CALL TO ORDER

- a. Flag Salute
- b. Roll call/Introductions

### PUBLIC COMMENT

An opportunity provided for persons in the audience to make brief statements to the Board of Directors (Limited to 30 minutes; 3 minutes allotted for each speaker)

### INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda items may require committee member abstentions due to conflict of interests and financial interests. CONFIRE Board of Director member abstentions shall be stated under this item for recordation on the appropriate item.

*No conflicts were announced.*

### CONSENT ITEMS

The following items are considered routine and non-controversial and will be voted upon at one time by the Board of Directors Committee. An item may be removed by a Committee Member or member of the public for discussion and appropriate action.

1. Approve the Board of Directors Minutes of November 29, 2021
2. American Rescue Plan Act Funding
3. 2021 CONFIRE Statistics
4. Single Audit 2021

5. Fiscal Year 2021-22 Budget Adjustments
6. FY 21-22 CONFIRE Operations Statement Ending 03-31-2022  
FY 21-22 Fund Balance Report Ending 03-31-2022
7. Board Policy 4.004 Revision

**ACTION REQUEST:** The Administrative Committee requests the Board accept and approve consent items 1-7.

**ACTION:** *The CONFIRE Board of Directors accepts and approves consent items 1-7.*

**Motion by:** *Motion by Lynne Kennedy, City of Rancho Cucamonga*

**Second:** *Andy Carrizales, City of Rialto*

*Ernest R. Cisneros-Yes*

*Dan Leary-Yes*

*John DeMonaco-Yes*

*Dr. Rhodes Rigsby-Yes*

*Denise Davis-Absent*

*Dawn Rowe-Absent*

*Elizabeth Becerra-Absent*

**Ayes:** 6

**Noes:** 0

**Abstain:** 0

**Absent:** 3

**Motion Approved**

**\*\*Amendment to Agenda, item added**

8. Side Letter Agreement, Communications Workers of America – **ACTION ITEM**  
*On 3/24/2022 Leo Gonzalez (Deputy Director/Labor Relations Chief) and Maggie McCormack (CWA) signed a Side Letter Agreement for the Emergency Services Unit. Agreement states that employees in regular positions shall accrue, on a pro rata basis, holiday leave for completed pay periods. Effective pp 13/2022 the County will recognize the new holiday of June 19<sup>th</sup> as such employees will be awarded 8 hours of Holiday leave and the Maximum Allowed Unused Balance will be increased as follows:*
  - *Hours Accrued Per Year/Rates Per Pay Period from 112 to 120 hours/4.31 to 4.62 hours per pay period*
  - *Maximum Allowed Unused Balance from 224 to 232 hours*
  - *Fiscal impact \$16,749.84 per year*

**ACTION:** *The CONFIRE Board of Directors amends the agenda to include item 8, the Side Letter Agreement from Communication Workers of America, and accepts the item as presented.*

**Motion by:** *Motion by Andy Carrizales, City of Rialto*

**Second:** *Lynne Kennedy, City of Rancho Cucamonga*

Ernest R. Cisneros-Yes  
 Dan Leary-Yes  
 John DeMonaco-Yes  
 Dr. Rhodes Rigsby-Yes  
 Denise Davis-Absent  
 Dawn Rowe-Absent  
 Elizabeth Becerra-Absent

**Ayes: 6**

**Noes: 0**

**Abstain: 0**

**Absent: 3**

### **Motion Approved**

**UPDATE ON CONFIRE ACTIVITIES** – CONFIRE Director to give an update on the various activities within CONFIRE.

9. Association of Public-Safety Communications Officials  
*On May 5th, 2021, Dispatcher Kiana White received a 9-1-1 call for a 1-year-old female choking in San Bernardino. One minute later the baby was reported no longer breathing. Kiana gave pre-arrival CPR instructions until the crew could arrive on scene. ME 229 was able to continue treating the child and later reported the baby girl was breathing on her own, expected to make a full recovery. The California Public-Safety Radio Association (CPRA) and its parent organization Association of Public-Safety Communications Officials (APCO) solicits nominations from over 250 local Police, Fire and EMS agencies for exception performance. We are proud to announce that Kiana White has been selected as this year's winner in the Outstanding Performance by an Individual Fire Category.*

### **OLD BUSINESS**

10. Valley Communications Center – **ACTION ITEM**

*On June 22, 2021, the San Bernardino County Board of Supervisors awarded a contract to Griffin Structures Inc. for preconstruction and construction management for the Valley Communications Center (VCC) project. The site location selection process has been completed and costs associated with construction have been allocated by the Board. Preconstruction meetings have begun to determine space needs as well as common space required for all stakeholders.*

*CTA Consultants performed an analysis of several alternatives with associated costs. Every effort was made to ensure accurate comparisons of all options. The two most cost-effective options involve moving Rialto operations to the VCC. Based on current rates adopting Option 1, with the buy down option, from the CTA report would result in a net increase of \$142,227 annually for all lease agreements, while maintaining operations in Hesperia also. San Bernardino County has committed to executing a*

*long-term lease agreement, locking in rates, and reducing the annual increase to 2% each year.*

**ACTION:** *The CONFIRE Board of Directors accepts the Administrative Committee’s recommendation to adopt the CTA Consultant’s Alternatives Analysis Report and approves CONFIRE to enter into a long-term lease agreement for the Valley Communications Center, utilizing Option 1 with the buy down.*

**Motion by:** *Motion by Lynne Kennedy, City of Rancho Cucamonga*

**Second:** *Dan Leary, Apple Valley Fire Protection District*

*Ernest R. Cisneros-Yes*

*John DeMonaco-Yes*

*Dr. Rhodes Rigsby-Yes*

*Denise Davis-Yes*

*Andy Carrizales-Yes*

*Dawn Rowe-Absent*

*Elizabeth Becerra-Absent*

**Ayes: 7**

**Noes: 0**

**Abstain: 0**

**Absent: 2**

**Motion Approved**

## **NEW BUSINESS**

### **11. Contracting Party – Ontario - ACTION ITEM**

*Board Policy 5.003 requires the following for the admission of a contracting agency:*

- 1. Sponsorship by an existing member agency.*
- 2. Admission of the contracting party must be pursuant to terms acceptable to the Board of Directors.*
- 3. Admissions of contracting party must be approved by the Board of Directors. City of Ontario has requested to become a contracting party and is sponsored by the following member agency – Rancho Cucamonga. There are no fiscal impacts resulting from admitting the City of Ontario as a Contracting Agency.*

**ACTION:** *The CONFIRE Board of Directors approves the admission of the City of Ontario pursuant to the terms and conditions of Consolidated Fire Agencies (CONFIRE) JPA existing MOU for contracting agencies, subject to minor revisions approved by CONFIRE legal counsel.*

**Motion by:** *Andy Carrizales, City of Rialto*

**Second:** *John Demonaco, Chino Valley Fire District*

*Ernest R. Cisneros-Yes*

*Lynne Kennedy-Yes*

*Dan Leary-Yes*

*Dr. Rhodes Rigsby-Yes*  
*Denise Davis-Yes*  
*Dawn Rowe-Absent*  
*Elizabeth Becerra-Absent*

**Ayes: 7**

**Noes: 0**

**Abstain: 0**

**Absent: 2**

**Motion Approved**

12. Fiscal Year 2022-23 Budget – **ACTION ITEM**

*The Administrative Committee recommends the adoption of Board of Directors Resolution 2022-01 approving the Budget Document for FY 2022/23 budget as presented.*

**ACTION:** *The CONFIRE Board of Directors approves Resolution 2022-01 Adopting the Annual Budget Document for Fiscal year 2022/23.*

**Motion by:** *Motion by Lynne Kennedy, City of Rancho Cucamonga*

**Second:** *Ernest Cisneros, City of Colton*

*Dan Leary-Yes*

*John DeMonaco-Yes*

*Dr. Rhodes Rigsby-Yes*

*Denise Davis-Yes*

*Andy Carrizales-Yes*

*Dawn Rowe-Absent*

*Elizabeth Becerra-Absent*

**Ayes: 7**

**Noes: 0**

**Abstain: 0**

**Absent: 2**

**Motion Approved**

**CLOSED SESSION**

13. Pursuant to California Government Code Section 54956.9(a) The Board of Directors will meet in closed session to be briefed regarding (1) case of litigation Claim No. CIV SB 2129232 LISA SEGOVIA vs. COUNTY OF SAN BERNARDINO, CONSOLIDATED FIRE AGENCIES (CONFIRE)
14. Pursuant to California Government Code Section 54956.9(a) The Board of Directors will meet in closed session to be briefed regarding (1) case Public Employment Relations Board- Communications Workers of America Local 9588 v. CONFIRE Regional Emergency Communications LA-CE-1561-M





**CONFIRE****STAFF REPORT****DATE: July 21, 2022****FROM: Mike Bell, Acting Director  
Yvette Calimlim, Management Analyst****TO: CONFIRE Board of Directors**

---

**SUBJECT: District Transparency Certificate of Excellence Accreditation**

---

On December 7, 2021, CONFIRE submitted an application for the District Transparency Certification of Excellence with Special District Leadership Foundation (SDLF). SDLF is an independent, non-profit organization formed to promote good governance and best practices among California's special districts through certification, accreditation and other recognition programs. The SDLF and its activities are supported by the California Special Districts Association (CSDA) and the Special District Risk Management Authority (SDRMA). There are no fees for this certificate and is valid for three years.

This accreditation was created in an effort to promote transparency in the operations and governance of special districts to the public and to provide special districts with an opportunity to showcase their efforts in transparency. Three main subject areas: Basic Transparency Requirements; Website Requirements; and Outreach Requirements.

On June 3, 2022, we received notification that our application was approved. To receive the award, CONFIRE demonstrated the completion of essential governance transparency requirements, including conducting ethics training for all board members, properly conducting open and public meetings, and filing financial transactions and compensation reports to the State Controller in a timely manner.

CONFIRE plans to accept the accreditation award during CSDA's Annual Conference in Palm Desert, CA on August 24, 2022.

This accreditation is valid until June 2025. CONFIRE plans to reapply for re-accreditation at that time.

**Enclosed:** Approval Letter



June 1, 2022

Confire  
1743 Miro Way  
Rialto, CA 92376

RE: District Transparency Certificate of Excellence Approval

Congratulations! Confire has successfully completed the District Transparency Certificate of Excellence program through the Special District Leadership Foundation (SDLF).

On behalf of the SDLF Board of Directors, I would like to congratulate you on achieving this important certificate. By completing the District Transparency Certificate of Excellence Program, Confire has proven its dedication to being fully transparent as well as open and accessible to the public and other stakeholders.

Congratulations and thank you for your dedication to excellence in local government.

Most sincerely,

Sandy Seifert Raffelson  
SDLF Board President


**CONFIRE**

## STAFF REPORT

**DATE: July 21, 2022**

**FROM: Mike Bell, Acting Director  
Yvette Calimlim, Business Management Analyst**

**TO: CONFIRE Board of Directors**

---

**SUBJECT: FY22-23 Budget Adjustments for Consultant, Vehicle Purchase and ARPA Carryover**

---

### RECOMMENDATION

Approve the budget adjustment to appropriations in the amount of \$1,791,640 in the following funds:

- Operations Fund (5008)  
Transfer \$396,371 from Salaries and Benefits to Professional Services in Fund 5010 for a CAD Administrator Consultant and Assistant to the Director
- Equipment Reserve Fund (5009)  
Increase appropriations in the amount of \$50,000 to purchase a vehicle for Administration.
- General Reserve Fund (5010)  
Increase Services & Supplies in the in the amount of \$1,345,269 due to the following:
  - Increase appropriations by \$864,235 for ARPA grant carryover.
  - Increase appropriations for Non-Inventoriable Equipment by \$3,000 to purchase furniture for Assistant Communications Manager.
  - Increase Other Professional Services by \$466,034 to fund a CAD Administrator Consultant and Assistant to the Director.
  - Increase appropriations for General Maintenance by \$12,000 for MIS relocation project.

### FISCAL IMPACTS

There will be no additional fiscal impacts. CONFIRE will fund budget adjustments with department reserves and salary saving from unfilled positions.

## **BACKGROUND**

### **Fund 5009 – Vehicle Purchase**

The Fiscal Unit is requesting to increase the budget (\$50,000) in the Equipment Fund to purchase a vehicle for Administration to be used for conducting CONFIRE business. CONFIRE currently has (4) vehicles in its inventory: 1 for Desert Communications, 1 for Valley Communications, and 2 for MIS. In October 2020, a vehicle was salvaged and has yet to be replaced. Funds for vehicle replacement is included in CONFIRE’s annual budget.

### **Fund 5010 – Grants and One-Time Projects**

#### *ARPA Carryover*

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. The law is intended to assist, but limited to, public health and economic impacts due to the COVID-19 pandemic.

On February 8, 2022, the County Board of Supervisors and the San Bernardino County Fire Protection District have entered into an agreement (Item No. 69) regarding the transfer of ARPA CLFRF, which may be utilized by CONFIRE for Emergency Communications Nurse System (ECNS) expenditures.

CONFIRE is requesting an increase operating expense appropriations in the amount of \$864,235 for the carryover of unspent APRA funds. A reconciliation of ARPA expenditures in FY21-22 reflects unspent ARPA dollars. This carryover will allow CONFIRE to fund expenses pertaining to Emergency Communications Nurse System (ECNS). The ARPA CLFRF grant is set to expire on December 31, 2024.

#### *Furniture Purchase*

Communications is requesting an increase in budget (\$3,000) to purchase furniture for the Assistant Communications Manager’s office located in the previous MIS trailer.

#### *Professional Services*

CONFIRE is requesting an increase in Professional Services in the amount of \$466,034 to fund a CAD Administrator Consultant and an Assistant to the Director and offset by an adjustment to the EMS Consultant budget.

- MIS is requesting a CAD Administrator consultant to maintain and update database records for the 911 Computer-Aided Dispatch (CAD) system at CONFIRE to ensure the accuracy of database information in a multi-jurisdictional emergency services environment where rapid response is essential, and the consequence of error is high. This requires field research to identify new and changed information regarding possible response locations, and interaction with member agencies and jurisdictions to collect information and resolve problems. The consultant will:
  - evaluate problem situations,

- test, update or recommend new software enhancements,
- suggest solutions in writing,
- monitor CAD system daily,
- verifying information and backing up databases,
- notify the vendor of hardware or software problems,
- analyzes CAD system operations for efficiency and effectiveness,
- upgrade and modify existing data in order to standardize records for all user agencies

Budgeted salaries from three (3) vacant MIS positions that will not be filled to fund the consultant cost:

- Automated Systems Analyst I = \$115,985
- Information Systems Analyst III = \$192,425
- Computerized Mapping Analyst = \$87,961
- On June 28, 2022, the Administrative Chiefs Committee approved the agreement between Chino Valley Independent Fire District and CONFIRE to contract a uniformed Chief Officer from Chino to assist the Acting Director through the end of the calendar year. This position will be funded by salary savings, including that of the current Director who remains on unpaid extended leave.
- On April 21, 2021, CONFIRE requested a budget increase in the amount of \$255,372 to hire an EMS Consultant. Since then, a firm was retained to develop an RFP for a private ambulance partnership for the provision of advanced life support transport and respond to the San Bernardino County Ambulance RFP. The compressed timeframe was established to meet deadlines require to apply to the County RFP. A review of expenditures was completed and a decrease in appropriations (\$52,619) is needed to true up the Professional Services budget.

#### *MIS Relocation Project*

On March 23, 2022, the City of Rialto and CONFIRE signed a lease agreement stating that MIS will be leasing a shared space that Fire Station 204. Renovations for the shared space went into effect in June 2022. The electrical project, installation of data drops, and mounting of equipment were not completed by the year-end deadline. Therefore, CONFIRE is requesting a \$12,000 increase to General Maintenance to cover costs associated to the MIS Relocation Project.

**ATTACHMENTS:**      FY22-23 Fund 5008 Budget Adjustment  
                                  FY22-23 Fund 5009 Budget Adjustment  
                                  FY22-23 Fund 5010 Budget Adjustment

**CONFIRE JPA**  
**5008 - Operations Fund**  
**FY 2022-2023**

Item 3.

Description	Approved Budget	Proposed Budget Adjustment	Proposed Modified Budget
<b>CONFIRE Operations Fund</b>			-
<b>4080 9970 Other Revenue</b>			-
Revenue from Agencies	12,828,561	(396,371)	12,432,190
<b>TOTAL REVENUE:</b>	<b>\$ 12,828,561</b>	<b>\$ (396,371)</b>	<b>\$ 12,432,190</b>
Description	Approved Budget	Proposed Budget Adjustment	Proposed Modified Budget
<b>5100 1010 SALARIES AND BENEFITS</b>	8,879,728	(396,371)	8,483,357
<b>5200 2027 STAFF UNIFORMS</b>	14,400		14,400
<b>5200 2031 PAYROLL SYSTEMS SERVICES (ISD/EMACS)</b>	12,966		12,966
<b>5200 2033 WAN &amp; VPN ISD CONTRACT</b>			-
CONFIRE	7,776		7,776
County Fire (BDC)	139,039		139,039
<b>5200 2035 COMMUNICATIONS - Wireless Devices</b>	209,249		209,249
<b>5200 2036 COMMUNICATIONS - Wireline Connections</b>	220,437		220,437
<b>5200 2037 (ISF)</b>	16,426		16,426
<b>5200 2043 DATA SERVICES ISD Labor (ISF)</b>	4,500		4,500
<b>5200 2044 COMNET ISD (ISF)</b>			-
Voice Mail	-		-
Global Tool Directory	-		-
<b>5200 2062 800 MHZ RADIO CHGS (ISF)</b>			-
NSCSO - Radio and Paging (ISD)	343,435		343,435
NSCSC-Dispatch Console Access/Maint.	170,013		170,013
<b>5200 2070 FOOD</b>			-
Dispatch (Incident / Meeting Meals)	2,000		2,000
<b>5200 2075 MEMBERSHIPS</b>			-
Active 911	130		130
AFSS	70		70
APCO	450		450
Cal Chiefs	50		50
Center for Internet Security	1,500		1,500
CFCA Comm Sect	200		200
County Chiefs	200		200
CSDA Annual Membership	1,750		1,750
GFOA	450		450
IAED *	-		-

**CONFIRE JPA**  
**5008 - Operations Fund**  
**FY 2022-2023**

Item 3.

Description	Approved Budget	Proposed Budget Adjustment	Proposed Modified Budget
MISAC	100		100
NENA (10 - Full, 60 partial)	2,200		2,200
US Domain Authority	376		376
<b>5200 2110 FM REQUISTION CHARGES</b>	1,500		1,500
<b>5200 2115 COMPUTER SOFTWARE</b>			-
Applications - Universal	947,615		947,615
Applications - Seat Based	943,643		943,643
<b>5200 2116 COMPUTER HARDWARE (Misc Expenses)</b>			-
Plotter Maintenance	3,200		3,200
Minolta (Fax - 2)	250		250
Miscellaneous Hardware	15,000		15,000
<b>5200 2120 SMALL TOOLS</b>	1,000		1,000
<b>5200 2130 NON INVENTORIAL EQUIP</b>			-
Headsets	3,500		3,500
Admin/MIS Office Chairs	3,500		3,500
<b>5200 2180 UTILITIES</b>	-		-
MIS Shared Space in RIA (utilities/rent)	4,500		4,500
<b>5200 2220 OTHER GENERAL LIABILITY (ISF)</b>			-
Alliant - Medical Director	4,505		4,505
Alliant - SLIP	20,386		20,386
Alliant - SPIP	24,201		24,201
<b>5200 2305 GENERAL OFFICE EXPENSE</b>			-
Cable / Satellite TV	2,400		2,400
Employee Recognition / Outreach / Plaques	3,300		3,300
Kitchen Supplies	200		200
Office Supplies	12,000		12,000
Staples	7,500		7,500
Water	1,500		1,500
<b>5200 2310 POSTAGE</b>	1,500		1,500
<b>5200 2323 COURIER &amp; PRINTING (ISF)</b>	100		100
<b>5200 2400 PROF &amp; SPECIALIZED SERVICES</b>	-		-
DOJ	500		500
<b>5200 2405 AUDITING</b>			-
Annual Financial Audit	15,700		15,700
Single Audit (ARPA)	5,000		5,000
Single Audit (CARES Act)	-		-



**CONFIRE JPA**  
**5008 - Operations Fund**  
**FY 2022-2023**

Item 3.

Description	Approved Budget	Proposed Budget Adjustment	Proposed Modified Budget
<b>5200 2415 AUDITOR/CONTROLLER-RECORDER</b>			-
Payables/Data Entry/EFT	16,995		16,995
<b>5200 2445 OTHER PROF SERVICES</b>			-
Medical Director	18,540		18,540
EAP - Counseling Team	7,500		7,500
EMD QA	65,000		65,000
Enviro-Master System	15,000		15,000
RNA Facilities Management (Rialto Shared Space Cleaning)	17,904		17,904
McMath	20,000		20,000
Fratus	50,000		50,000
Messina Consultant	40,000		40,000
<b>5200 2460 GIMS CHARGES (ISD/GIS) AERIAL IMAGERY</b>	3,500		3,500
<b>5200 2540 LEGAL SERVICES</b>	40,000		40,000
<b>5200 2840 MEDICAL EXPENSES</b>	-		-
CEHW	5,000		5,000
Medical Supplies	2,000		2,000
<b>5200 2855 GENERAL MAINT - EQUIPMENT</b>	2,500		2,500
<b>5200 2870 GENERAL MAINT - STRUCTURE</b>	1,500		1,500
<b>5200 2895 RENTS &amp; LEASES - EQUIP</b>			-
Trailer Lease	11,250		11,250
Cort Furniture Rental	23,500		23,500
Copy Machine Lease	11,000		11,000
<b>5200 2905 RENTS &amp; LEASE STRUCTURE</b>			-
HDGC - Floor Space	83,164		83,164
HDGC - Equipment Space	17,755		17,755
Rialto - Floor Space	59,387		59,387
Rialto - ISD Vault	37,181		37,181
<b>5200 2925 FLEET MANAGEMENT (Motor Pool Assigned)</b>	19,845		19,845
Fleet Fuel Infrastructure	232		232
<b>5294 2941 CONF/TRNG/SEMINAR FEES</b>	38,700		38,700
<b>5294 2942 HOTEL</b>	12,500		12,500
<b>5294 2943 MEALS</b>	5,500		5,500
<b>5294 2945 AIR TRAVEL</b>	12,000		12,000
<b>5294 2946 OTHER TRAVEL</b>	1,300		1,300

**CONFIRE JPA**  
**5008 - Operations Fund**  
**FY 2022-2023**

Item 3.

Description	Approved Budget	Proposed Budget Adjustment	Proposed Modified Budget
<b>5530 5030 OPERATING TRANSFER OUT</b>	-		-
CAD to CAD Annual Maintenance (5019)	22,125		22,125
<b>5540 5010 SALARIES AND BENEFITS TRANSFER OUT</b>	-		-
Reimburse Cnty Fire for Payroll/HR	117,739		117,739
<b>TOTAL EXPENDITURES:</b>	<b>\$ 12,828,561</b>	<b>\$ (396,371)</b>	<b>\$ 12,432,190</b>

**CONFIRE JPA**  
**5009 - Equipment Reserve Fund**  
**FY 2022-2023**

Item 3.

Description	Equipment Reserve (5009)	Proposed Budget Adjustment	Proposed Modified Budget
<b>CONFIRE Equipment Replacement Fund</b>			-
<b>40809970 Other Revenue</b>			-
Agency Equipment Replacement	112,400		112,400
CONFIRE Equipment Replacement	501,879		501,879
<b>Use of Fund Balance</b>			-
CONFIRE Equipment Reserves		50,000	50,000
<b>TOTAL REVENUE:</b>	<b>\$ 614,279</b>	<b>\$ 50,000</b>	<b>\$ 664,279</b>
Description	Equipment Reserve (5009)	Proposed Budget Adjustment	Proposed Modified Budget
<b>52002116 COMPUTER HARDWARE</b>			
<b>Agency Replacement Equipment</b>			-
AMR	2,500		2,500
Apple Valley	1,000		1,000
Chino	500		500
Colton	65,000		65,000
Loma Linda	7,500		7,500
Montclair	2,500		2,500
Rancho Cucamonga	2,500		2,500
Redlands	65,000		65,000
Rialto	20,000		20,000
Running Springs	250		250
Victorville	2,500		2,500
<b>CONFIRE Refresh</b>			-
CONFIRE Equipment Replacement	153,029		153,029
CONFIRE Desktop Refresh	50,000		50,000
Automating Administration with Windows PowerShell	2,000		2,000
New Physical Domain Controllers	15,000		15,000
Replace All MX60 Firewalls	70,000		70,000
Next Gen FireWall (Comm. Center)	100,000		100,000
Upgrade Access Point at Valley	8,000		8,000
Next Generation Firewalls - Rialto and HDGC	2,000		2,000
New Core Switches for Building / Vault	30,000		30,000
<b>52002120 SMALL TOOLS</b>			-
Network Cable Tester	2,000		2,000
Network and Wifi Tester	3,000		3,000
<b>52002130 NON INVENTORIABLE EQUIP</b>			-
Dispatch Chairs	10,000		10,000
<b>54504050 Vehicles</b>			-
Vehicle for Administration		50,000	50,000
<b>TOTAL EXPENDITURES:</b>	<b>\$ 614,279</b>	<b>\$ 50,000</b>	<b>\$ 664,279</b>

**CONFIRE JPA  
5010 - General Reserve Fund  
FY 2022-23**

Item 3.

Description	General Reserve	General Reserve (Grant Funded)	Adopted Budget	ARPA Grant Carryover	Proposed Budget Adjustments	Proposed Modified Budget
<b>General Reserve Fund</b>			-			-
<b>Use of Fund Balance</b>			-			-
Building CIP Reserves	40,000		40,000			40,000
EMD Optimization (ECNS) Project			-			-
General Reserve Fund Balance	429,687		429,687		84,663	514,350
<b>40509094 Federal Grants</b>			-			-
American Rescue Plan Act		1,050,000	1,050,000	864,235		1,914,235
<b>40809970 Other Revenue</b>			-			-
Revenue from Agencies			-		396,371	396,371
<b>TOTAL REVENUE:</b>	\$ 469,687	\$ 1,050,000	\$ 1,519,687	\$ 864,235	\$ 481,034	\$ 2,864,956
Description	General Reserve (5010)	General Reserve (5010) Grant Funded	Adopted Budget	ARPA Grant Carry Over	Proposed Budget Adjustments	Proposed Modified Budget
<b>51001010 SALARIES AND BENEFITS</b>			-			-
ECNS Nurses		655,580	655,580	655,579		1,311,159
<b>52002031 ONLY)</b>		1,456	1,456	1,456		2,912
<b>52002037 COMNET CHARGES (ISF ONLY) - DIAL TONE</b>		2,880	2,880	2,880		5,760
			-			-
<b>52002115 COMPUTER SOFTWARE</b>			-			-
Lansweeper License upgrade	1,000		1,000			1,000
License Upgrade for Core Routers in Building D - Vault	17,000		17,000			17,000
<b>52002116 COMPUTER HARDWARE</b>			-			-
<b>Technology Upgrade Project</b>			-			-
CAD Interface for HDGC	90,000		90,000			90,000
Valley Training Room Trailer (6 workstations)	10,000		10,000			10,000
<b>Grant Funded Projects</b>			-			-
Desert Dispatch Center - 26 Curved Monitors		26,000	26,000			26,000
Desert Dispatch Center - 50 Angled Monitor Arms and 50 - 5" Verticle Hub Extension		19,500	19,500			19,500
ECNS Workstations		72,960	72,960	(41,090)		31,870
<b>52002130 NON INVENTORIAL EQUIP</b>			-			-
New Desk for Dispatch Manager and Asst Manager	3,000		3,000		3,000	6,000
Dispatch Chairs			-			-
<b>52002135 SPECIAL DEPARTMENT EXPENSES</b>			-			-
ECNS Supplies		3,500	3,500	3,500		7,000
EMD Card Sets		9,500	9,500			9,500
Quiet Room for Valley Dispatch	5,000		5,000			5,000
<b>52002355 ADVERTISING</b>			-			-
ECNS Marketing / Public Relations		10,000	10,000	10,000		20,000
<b>52002905 RENT - STRUCTURES</b>			-			-
ECNS Rent		9,164	9,164	9,164		18,328
<b>52002445 OTHER PROF SERVICES</b>			-			-
AP Triton	236,487		236,487		(52,619)	183,868
Dyntek - Consultation	2,200		2,200			2,200
MS CAD	50,000		50,000			50,000
SCCM Maintenance	15,000		15,000			15,000
Consulting		190,211	190,211	218,496	518,653	927,360
Legal		45,000	45,000			45,000
<b>52002870 GENERAL MAINT - STRUCT</b>			-			-
Trailer Renovations	5,000		5,000			5,000
Valley Floor Improvements	15,000		15,000			15,000
MIS Relocation			-		12,000	12,000
Miscellaneous Building Improvements	20,000		20,000			20,000
<b>52002941 CONF/TRNG/SEMINAR FEES</b>		1,000	1,000	1,000		2,000
<b>52002942 HOTEL</b>		1,000	1,000	1,000		2,000
<b>52002943 MEALS</b>		500	500	500		1,000
<b>52002945 AIR TRAVEL</b>		1,500	1,500	1,500		3,000
<b>52002946 OTHER TRAVEL</b>		250	250	250		500
<b>TOTAL EXPENDITURES:</b>	\$ 469,687	\$ 1,050,000	\$ 1,519,687	\$ 864,235	\$ 481,034	\$ 2,864,956

**CONFIRE****STAFF REPORT****DATE: July 21, 2022****FROM: Mike Bell, Acting Director  
CONFIRE Admin Committee****TO: CONFIRE Board of Directors**

---

**SUBJECT: RFP# 2022-01 for ALS Ambulance Transportation Services**

---

**RECOMMENDATION**

Endorse CONFIRE Admin Committee direction to solicit a third-party ambulance provider via RFP# 2022-01 as a partner agency in preparation for a CONFIRE response and proposal to San Bernardino County's pending ALS Transportation RFP, due out by the end of 2022.

**BACKGROUND**

In October of 2021, the County of San Bernardino directed their staff to initiate a process to put a portion of the ALS Ambulance transportation system of to bid. The County has hosted two workshops on the process, the RFP is expected to be released as early as September, but no later than December of 2022. The RFP will request proposals for ALS emergency (9-1-1) and inter-facility transport (IFT) services to be provided in 11 of the 27 Exclusive Operating Areas (EOA) in the County. These areas are currently served primarily by American Medical Response (AMR) and include most of the Valley areas as well as the metro areas of the High Desert. This does not include the following areas served by CONFIRE: the Cities of Rialto and Hesperia, the communities of Big Bear Lake and Big Bear City of Running Springs, any areas presently served by San Bernardino County Fire ambulances, remote areas served by other providers (Needles, Trona, Parker Strip, Kramer Junction etc).

The CONFIRE Admin Chiefs are pursuing the option of bidding on this RFP to become the ambulance provider for the 11 EOA's under consideration. CONFIRE, per the FY 22/23 Budget process has created an EMS Division in anticipation of this process. At the April 21 CONFIRE Board meeting Ontario was approved as a contract agency with CONFIRE for the purpose of participating in this process. At the April 7 Special Admin Committee meeting the Admin Chiefs approved a contract with AP Triton to assist in the development of an RFP that would solicit a third-party transport provider to partner with CONFIRE in responding to the pending San Bernardino County RFP for ALS Ambulance contract.

The at the June 28 CONFIRE Administrative Committee meeting, the Admin Chiefs directed staff to publish the RFP #2022-01 on the CONFIRE PlanetBids online procurement portal. That RFP was posted on July 1. Interested bidders were required to register on the portal and attend a mandatory pre-proposal bidder's conference on July 11. Six agencies participated in the conference. CONFIRE posted answers to bidder questions on July 15. The proposals are due August 15. The review and evaluation process will include a scoring of the written proposals, presentations by the most responsive bidders, reference checks, and interviews. This process should conclude in late August. If CONFIRE selects a qualified proposer, a contract negotiation process would commence. This contract would need to come before the CONFIRE Board for approval.

### **FISCAL IMPACTS**

Initial fiscal impacts are the \$250,000 contract with AP Triton to assist with the RFP process. The contract with the selected bidder would not encumber any costs until San Bernardino County RFP concludes and CONFIRE is the selected provider for ambulance services in the region. The results of that process would also need to come before the CONFIRE Board for approval before any fiscal impacts are incurred. The CONFIRE Admin Chiefs will keep the CONFIRE Board apprised of the progress of both RFP's through the process.

**ATTACHMENTS:** CONFIRE RFP# 2022-01 ALS Ambulance Transportation Services

**REQUEST FOR PROPOSALS  
FOR  
ALS AMBULANCE TRANSPORT SERVICES  
RFP No. 2022-01**

**Consolidated Fire Agencies**



**Released July 1, 2022**

**Submittal Deadline**

**August 15, 2022, 5:00 PM (PST)**

**Electronic Submittal Only via PlanetBids Portal**

**<https://pbsystem.planetbids.com/portal/42916/portal-home>**

# Table of Contents

GENERAL INFORMATION..... 1

GENERAL INSTRUCTIONS AND PROVISIONS ..... 5

APPENDIX A..... 16

FORMS..... 30

VENDOR APPLICATION FORM ..... 31

EX PARTE COMMUNICATIONS CERTIFICATION ..... 33

DISQUALIFICATION QUESTIONNAIRE..... 34

DISCLOSURE OF GOVERNMENT POSITIONS..... 35

COMPANY PROFILE & REFERENCES ..... 36

STAFFING PLAN..... 38

ATTACHMENT A ..... 39

ATTACHMENT B ..... 56



**REQUEST FOR PROPOSALS  
FOR  
ALS AMBULANCE SERVICES**

The Consolidated Fire Agencies (hereinafter referred to as “CONFIRE”) is soliciting proposals from qualified ambulance service providers to provide Emergency and non-Emergency ambulance services to CONFIRE as the exclusive subcontractor (hereinafter referred to as “Proposers”). The awarded Proposer, (hereinafter referred to as “Successful Proposer/Contractor” depending on context) will provide the requested services in accordance with the Sample Professional Service Agreement (“Contract”), attached hereto as **Appendix A**, including the referenced “terms, conditions, and scope of work”. Prior to submitting a proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation attachments/exhibits. The term for this Request for Proposals (“RFP”) will be three (3) years; with two (2) one-year option(s) to renew. If renewed two times, the total number of years for this contract is five (5) years.

**GENERAL INFORMATION**

CONFIRE is a Joint Powers Authority, authorized by Section 6500 of the Government Code, made up of nine-member Fire Agencies:

- Apple Valley Fire Protection District
- Chino Valley Fire District
- Colton Fire Department
- Loma Linda Fire Department
- Redlands Fire Department
- Rialto Fire Department
- Victorville Fire Department
- Rancho Cucamonga Fire Protection District provided
- San Bernardino County Fire Protection District

Affiliate Agencies are those associated with CONFIRE through contractual agreements for various services including dispatch, CAD to CAD support and/or emergency ambulance services. Relevant affiliate agencies include:

- Big Bear Fire Department
- Montclair Fire Department
- Ontario Fire Department
- Runnings Springs Fire Department
- San Manuel Fire Department

CONFIRE is in San Bernardino County, California and is governed by a Board of Directors consisting of elected officials from each of the nine-member agencies and an Administrative Committee made up of the nine-member agency Fire Chiefs. CONFIRE’s stated purpose is:

For the benefit of those persons served by the Parties (Member Agencies) and those persons served by other agencies who contract with CONFIRE for services, to engage in any lawful act or activity that arises out of relates to the operation of a regional public safety communication

system and cooperative program of fire protection, rescue, and emergency medical services system.

CONFIRE has an annual operating budget of \$13.5 million for fiscal year 2022-2023, serving a population of approximately 2.1 million residents, and covering an area of 20,105 square miles. The County is roughly the size of West Virginia. In calendar year 2021, CONFIRE dispatched 243,244 separate emergency incidents.

CONFIRE is made of the following divisions, all of which support CONFIRE's stated purpose: Communications Division, Emergency Medical Services ("EMS") Division and Information Services Division.

The Communications Division's (Comm Center) primary function is to provide 24-hour/365-day direct fire, EMS, and rescue dispatch services to CONFIRE member and contract agencies. Beyond the direct fire dispatch role, the Comm Center also functions as the San Bernardino County (XBO) Operational Area dispatch, which provides large incident coordination for fire, local government, and emergency medical resources on a countywide basis as well as providing after-hours dispatch services for local government, i.e., County Public Health and Road Departments, and the City of Loma Linda.

CONFIRE is a nationally accredited Emergency Medical Dispatch (EMD) center. CONFIRE also operates California's first Emergency Nurse Communications System (ECNS). Once calls are triaged into a low acuity category, they are transferred to qualified nurses who continue to interact with the caller to ensure the person receives the appropriate care which often does not require the dispatch of emergency units.

Further information about CONFIRE can be found at its website: [www.confire.org](http://www.confire.org).

The County Board of Supervisors approved a resolution directing the County's Local Emergency Medical Services Agency "LEMSA" to begin the process of conducting a competitive bid for a countywide emergency ambulance operator. CONFIRE intends to submit a bid to provide the countywide emergency ambulance services and is seeking to partner with a subcontractor that can provide the transport component of the overall comprehensive proposal. CONFIRE is engaging in this subcontracting RFP, pursuant to its existing Board and Administrative Committee Policies and direction from the CONFIRE Board of Directors and Administrative Committee.

The Successful Proposer will be identified in CONFIRE's bid submitted to the LEMSA. If CONFIRE is selected to contract with the County to provide emergency ambulance services, the Proposer shall:

- Begin services April 2024, as directed by the LEMSA.
- Respond to all dispatch requests including emergency and non-emergency responses throughout the eleven (11) EOA's in the County.
- Provide inter-facility transport (IFT) services.
- Critical care transport.

The Successful Proposer may be required to respond without regard to jurisdictional boundaries as part of the countywide mutual aid system. These responses may include but are not limited to sick and ill persons, vehicle accidents, rescues, interfacility transports, and any other incidents that may arise. The

Successful Proposer may be dispatched to “non-EMS” incidents such as structure fires, Haz Mat, law enforcement activities, and stand-by. The Successful Proposer shall not engage in any firefighting, rescue, or law enforcement activities.

The Proposers shall have experience in similar types of services. All Proposers responding to this RFP will be evaluated on their demonstrated ability and commitment to providing cost-effective and high-quality EMS transport services, which may include, but not be limited to:

- Expertise
- Prior experience providing emergency ambulance services in a safe and efficient manner
- Demonstrated competence
- Ability to meet the requested services
- Adequate staffing, performance monitoring and quality control
- Effectiveness of operational processes and assets, including quality of ambulance fleet and equipment, customer service and working conditions of ambulance personnel
- Financial stability
- Responsiveness and understanding of services to meet the needs and concerns of the County and the CONFIRE.

**NOTE:**

This RFP is in anticipation of a countywide contract for ambulance services. Therefore, even as the Successful Proposer there is no guarantee of the subcontracted ambulance services set forth in this RFP.

While there are specifics in this RFP, the intent of this solicitation is to secure a competent partner in providing effective ambulance services. The final contract will reflect the County RFP award. Therefore, it is the expectation that the Successful Proposer will be willing to modify the terms and corresponding content and pricing to mirror the County contract. Should CONFIRE not be selected as the County’s ambulance provider this solicitation and subsequent contract is null and void.

- 1. **Important Notice:** CONFIRE has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact any CONFIRE personnel including Board Members or Administrative Committee Members with any questions or clarifications concerning this RFP.**
- 2. It is the responsibility of each Proposer to register with and periodically check PlanetBids to ensure that it has received and reviewed all documents and addenda related to this solicitation. The login page for PlanetBids is:

<https://pbsystem.planetbids.com/portal/42916/portal-home>

- 3. All inquiries regarding this process must be made through the contact information provided on the CONFIRE Vendor Portal in PlanetBids.
- 4. If clarification or interpretation of this solicitation is considered necessary by CONFIRE, a written addendum shall be issued, and the information will be posted on PlanetBids. CONFIRE will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.
- 5. **Schedule of Events:** This Request for Proposals shall be governed by the following schedule (all times are Pacific Standard Time ):

<b>Release of RFP</b>	<b>July 1, 2022</b>
<b>Pre-Proposal Bidders conference (virtual)</b>	<b>July 11, 2022, at 1:00 PM.</b>
<b>Responses to Questions Posted on PlanetBids</b>	<b>July 15, 2022, at 5:00 PM.</b>
<b>Proposals are Due</b>	<b>Aug 15, 2022, at 12:00 PM.</b>
<b>Bid opening</b>	<b>Aug 15, 2022, at 2:00 PM.</b>
<b>Presentations/Interviews</b>	<b>August 29-31, 2022</b>
<b>Award</b>	<b>September 5, 2022</b>
<b>Contract Negotiations</b>	<b>September 6-9, 2022</b>
<b>County RFP for emergency ambulance services</b>	<b>December, 2022</b>
<b>Service begins</b>	<b>April, 2024</b>

\*\*All dates are subject to change at the discretion of CONFIRE.

**Pre-Proposal Bidders Conference:** A MANDATORY pre-proposal Bidders Conference will be held virtually (Microsoft Teams) on July 11, 2022, at 1 PM PST. Proposers will be required to register on CONFIRE’s PlanetBids portal and submit a request to CONFIRE in PlanetBids to secure a reservation and invite. The meeting is held to allow for questions and clarification concerning the RFP, process, scope of services and subsequent contract award.

**CONFIRE PlanetBids Portal**

<https://pbsystem.planetbids.com/portal/42916/portal-home>

## GENERAL INSTRUCTIONS AND PROVISIONS

- 1. Proposal Format Guidelines:** Interested entities are to provide CONFIRE with a thorough proposal using the following guidelines: Proposal should be typed and should contain no more than 50 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits, and pricing forms. Each proposal will adhere to the following order and content of sections. Proposals should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and nature of this contract may be rejected. The following Proposal sections are to be included in the Proposer’s response:
- **Cover Letter and Vendor Application Form:** A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor’s office located nearest to San Bernardino, California, and the office from which the business will be managed. Complete Vendor Application Form, **Appendix B** and attach to the cover letter.
  - **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of CONFIRE, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Attachment A** of this RFP.
  - **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the **Scope of Work, Attachment A** of this RFP.
  - **Qualifications & Experience:** Describe the qualifications and experience of the organization or entity performing services/projects within the past five years to demonstrate competence to perform these services. If the Proposer has been in business less than five years, the Proposer shall detail key individuals’ experience that can be used to assess the Proposer’s ability to perform the services in the Scope of Work. Information shall include:
    1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
    2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors.
    3. List all businesses owned or controlled by yourself (Proposer) or business manager doing similar business in California under another name. List business name and

address and specify who owns or controls the business (e.g., self, business manager, etc.).

4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
5. How many years have you been in business under your present business name?
6. List all business names you operate that are involved in ambulance operations/ambulance transportation related services and identify the County and State of each of those businesses.
7. List all businesses for which you or your business manager have filed for bankruptcy protection while operating under a contract involving ambulance operations / ambulance transportation related services.
8. Provide a list of current and previous contracts that meet the requirements for this RFP, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.
9. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the **Scope of Work, Attachment A** to this RFP.
10. Provide copies of the organization's ethical standards, confidentiality policies, managerial philosophy, customer service standards and standards of service quality. State the way these standards will be evaluated and maintained. The materials may include, but are not limited to:
  - a. Membership in and/or good standing with an organization that is devoted to ensuring high standards of customer service and consumer protection, such as the Better Business Bureau.
  - b. Identify any membership in and/or good standing with a professional organization devoted to encouraging and maintaining ethical or service standards.
  - c. Evidence of training and education in customer service, maintaining quality standards and/or maintaining quality standards received by the firm, its employees, and its subcontractors.
  - d. Letters of recommendation from customers and/or contracting agencies.

- e. Copies of instructional material used to ensure employee adherence to ethical, quality and customer service standards.
  - f. A list of references that will attest to the organization's ethical, quality and service standards. The list should include the name, address and telephone number of the person who may be contacted and a description of the relationship between the organization and the reference.
11. CONFIRE is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations, and events, including membership in the Chamber of Commerce, charitable contributions made by your organization, etc.
  12. Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.
- **Equipment & Facilities:** The information requested in this section should describe the organization's equipment and facilities to be used in fulfillment of the requirements specified in the **Scope of Work, Attachment A** to this RFP. Information shall include:
    1. If the organization does not currently own or lease enough vehicles, provide a description of the organization's plan to acquire the necessary equipment.
    2. Provide a detailed description of the organization's facilities including storage lots and business offices. If the organization does not currently own or lease sufficient facilities, provide a description of the organization's plan to acquire the necessary facilities.
    3. Provide a description of the security plan for personnel, vehicles, equipment/supplies, and facilities.
  - **Financial Capabilities:** Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow CONFIRE to reasonably formulate a determination about the financial capabilities of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.
  - **Staffing Management:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work identified in the **Scope of Work, Attachment A** to this RFP. The Proposer must agree to assign specific individuals to the key positions. Provide a list of staff who will be assigned to key positions for the **Scope of Work, Attachment A** to this RFP. If there are no specific personnel

identified to fill these positions the Proposer shall describe how they plan to fill these positions.

- a) Proposer agrees that, once assigned to work under the Contract, key personnel shall not be removed or replaced without written notice to CONFIRE.
  - b) If key personnel are not available for work under this Contract for a continuous period exceeding thirty calendar days or are expected to devote substantial less effort to the work than initially anticipated, the Contractor shall immediately notify CONFIRE, and shall, subject to the concurrence of CONFIRE, replace such personnel with personnel of substantially equal ability and qualifications.
  - c) If CONFIRE awards the Contract to other than the current provider, the Proposer shall agree to give first right of refusal to the incumbent workforce that may be displaced. The Proposer shall describe their process to on-board the incumbent workforce (we need to discuss fire's requirements vs. Proposer's requirement).
- **Cost Proposal:** All Proposers are required to use the **Cost Proposal, Attachment B** to this RFP and submit the form with their Proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.
  - **Disclosure:** Please disclose all past or current business and personal relationships with any current elected official, appointed official, CONFIRE employee, or family member of any current elected official, appointed official, or CONFIRE employee. **Any past or current business relationship will not automatically disqualify the Proposer from consideration but may require additional clarification of the relationship.**
  - **Sample Professional Service Agreement:** The Proposer selected by CONFIRE will be required to execute a Professional Service Agreement with CONFIRE. A sample of the Contract is enclosed as **Appendix A**, the contract may be modified to suit the specific services and needs of CONFIRE. **If a Proposer has any exceptions or conditions to the Contract, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Contract.** See No. 12 of this RFP below.
  - **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, below is a list of the forms, included in **Appendix B** of this RFP, which shall be included with Proposals:
    1. Vendor Application Form
    2. Company Profile & References
    3. Ex Parte Communications Certificate
    4. Cost Proposal
    5. Disclosure of Government Positions
    6. Disqualifications Questionnaire
    7. Staffing Plan



## 2. Process for Submitting Proposals:

**Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal Format Guidelines.

- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material (video presentations, etc.) beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of CONFIRE.
- **Submission of Proposals:** Complete written Proposals must be submitted online in the CONFIRE PlanetBids System and received no later than **August 15, 2022, 12:00 PM. (PST)**. Proposals will not be accepted after this deadline. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**

### Submit to PlanetBids

<https://pbsystem.planetbids.com/portal/42916/portal-home>

- **Inquiries:** Questions concerning this RFP must be directed in writing through PlanetBids System.

CONFIRE reserves the right to amend or supplement this RFP prior to the proposal due date. All addendum(s), responses to questions received, and additional information will be posted to PlanetBids.

Proposers should check PlanetBids daily for new information. CONFIRE will endeavor to answer all written questions timely received no later than **July 15, 2022, 5:00 PM (PST)**. CONFIRE reserves the right not to answer all questions.

From the date this RFP is issued until a Proposer is selected, and the selection is announced in a Notice of Intent to Award ("NOIA"), Proposers including public entities are not allowed to communicate outside the process set forth in this RFP with any CONFIRE employee including the Board of Directors and Administrative Committee Members.

CONFIRE reserves the right to reject any Proposal for violation of this provision. No questions other than those written will be accepted, and no response other than written will be binding upon CONFIRE.

- **Conditions for Proposal Acceptance:** This RFP does not commit CONFIRE to award a contract or to pay any costs incurred for any services. CONFIRE, at its sole discretion, reserves the right to accept or reject any or all proposals received because of this RFP, negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. CONFIRE may waive any irregularity in any proposal. All proposals will become the property of CONFIRE. If any proprietary information is contained in the proposal, it shall be clearly identified. Any award made through this RFP becomes binding upon the County's award of emergency ambulance services to CONFIRE

- **Insurance & W-9 Requirements:** Upon recommendation of Contract award Contractor will be required to submit the following documents within ten calendar (10) days of CONFIRE's NOIA, unless otherwise specified in the solicitation:
  - **Insurance** – CONFIRE requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with CONFIRE for the issuance of a permit or contract. Successful Proposer must furnish to CONFIRE with the Certificates of Insurance proving coverage as specified in the sample contract.
  - **W-9** – Current signed form W-9 (Taxpayer Identification number & Certification) which includes Contractor's legal business name(s).
- **Competitive Activities:** Proposers are required to enter into a non-disclosure, non-circumvention, and non-competition agreement with CONFIRE before beginning negotiations of the Professional Services Agreement with CONFIRE. Such Agreement shall contain the same or substantially similar terms contained in the Sample Professional Service Agreement attached hereto as Appendix A.

**3. Evaluation Criteria:** CONFIRE's evaluation and selection will be conducted in accordance with their standard procurement process set forth in the Administrative Committee Policy 4.004. The most responsive responsible Proposer shall be determined based on evaluation of qualitative factors in addition to cost. Such factors, include but are not limited to:

- Expertise
- Prior experience providing emergency ambulance services in a safe and efficient manner
- Demonstrated competence
- Ability to meet the requested services
- Adequate staffing, performance monitoring and quality control
- Effectiveness of operational processes and assets, including quality of ambulance fleet and equipment, customer service and working conditions of ambulance personnel
- Financial stability
- Responsiveness and understanding of services to meet the needs and concerns of the County and the CONFIRE.

At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

1. Method of Approach
2. Qualifications
3. Equipment & Facilities
4. Staffing
5. Cost Proposal

4. **Evaluation of Proposals and Selection Process:** CONFIRE will adhere to the following procedures in evaluating proposals. An Evaluation Committee, which may include members of CONFIRE's staff, community leaders, subject matter experts and outside experts, will screen and review all proposals according to the criteria set forth above. While price is a major factor for an award, it is not the sole consideration.
- A. **Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. CONFIRE may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, CONFIRE reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.
- B. **Initial Proposal Review:** The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. CONFIRE may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by CONFIRE. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. CONFIRE may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, CONFIRE may elect to negotiate directly with one or more Proposers to obtain the best result for CONFIRE prior to making a recommendation or selection.
- C. **Interviews, Reference Checks, Revised Proposals, and Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview/presentation. Interviews/presentations, if held, are tentatively scheduled for the week of August 29–31, 2022 and will be conducted at a location near CONFIRE to be determined. This date is subject to change. Individual(s) from Proposer's organization that will be directly responsible for carrying out the Contract, if awarded, should be present at the oral interview. The total number of personnel is limited to three (3). The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting oral interviews/presentations, CONFIRE may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. CONFIRE may accept the Proposal or negotiate the terms and conditions of the Contract with the highest ranked

organization. **CONFIRE may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.**

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

- 5. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with CONFIRE at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to CONFIRE, within ten (10) days from receipt of the NOIA.

A protest may only be brought for the following reasons:

- Failure of CONFIRE to follow the selection procedures and adhere to the requirements of the RFP or any addenda or amendments.
- Violation of State or Federal Law (including conflict of interest)

The protest must clearly specify in writing the grounds and evidence on which the protest is based. CONFIRE will respond to the protest in writing at least four (4) days prior to the Administrative Committee meeting at which CONFIRE's recommendation will be considered. Should a Proposer decide to appeal the response of CONFIRE and pursue its protest at the next Administrative Committee meeting, it will notify CONFIRE of its intention at least three (3) days prior to the scheduled meeting.

**A. Procedure** – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the firm protesting
- The signature of the protester or the protester's representative
- The solicitation or contract number
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

6. **Accuracy of Proposals:** Proposers shall take all responsibility for any errors or omissions in their proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to CONFIRE.

If prior to Contract award, a Proposer discovers a mistake in their proposal which renders the Proposer unwilling to perform under any resulting Contract, the Proposer must immediately notify CONFIRE and request to withdraw the proposal. It shall be solely within CONFIRE's discretion as to whether withdrawal will be permitted. If the RFP or any addenda or amendment provided for evaluation and award for "all or none" of the items, then any withdrawal must be for the entire proposal. If the RFP or any addenda or amendment provided for evaluation and award on a line item or combination of items basis, CONFIRE may consider permitting withdrawal of specific line item(s) or combination of items.

7. **Responsibility of Proposers:** CONFIRE shall not be liable for any expenses incurred by potential Proposers in the preparation or submission of their proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to:

- Expenses incurred by Proposer in preparing a proposal in response to this RFP.
- Submitting that proposal to CONFIRE
- Negotiating with CONFIRE any matter related to the proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the Contract.

8. **Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between CONFIRE and Proposer, shall be available to the public. CONFIRE intends to release all public portions of the proposals following the evaluation process and issuance of the NOIA.

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

Submission of a Proposal shall indicate that, if Proposer requests that CONFIRE withhold from disclosure information identified as confidential, and CONFIRE complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless CONFIRE from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against CONFIRE, its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that CONFIRE

withhold from disclosure information identified as confidential, CONFIRE shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to CONFIRE.

- 9. Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with members of the CONFIRE Board of Directors or Administrative Committee about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of CONFIRE, including any member of the evaluation panel, apart from the RFP Facilitator, regarding this RFP until after Contract award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of CONFIRE Board of Directors or Administrative Committee during a public meeting. A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, Proposers and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact CONFIRE on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix B** of this RFP with their proposals certifying that they have not had or directed prohibited communications as described in this section.
- 10. Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.
- 11. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of CONFIRE, all Proposers shall disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to Contract award or during the term of the Contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form.
- 12. Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with CONFIRE (Contract) describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix A** to this RFP, which may be modified by CONFIRE.
- All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Contract. **The terms of the agreement, including insurance requirements have been mandated by CONFIRE and can be modified only if extraordinary circumstances exist.**

- Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the Contract unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

- 13. Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form or questionnaire inquiring whether a Proposer, any officer of a Proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected based on a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation.
- 14. Standard Terms and Conditions:** CONFIRE reserves the right to amend or supplement this RFP prior to the proposal due date. All addendum(s), amendments and additional information will be posted to the PlanetBids site. Proposers should check this site daily for new information.

## Appendix A to RFP

### INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES EMERGENCY AMBULANCE SERVICES

This agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”) and [Contractor Name] (“Contractor”) (together, they are referred to as “Parties,” and individually, as a “Party”).

#### RECITALS

- A. WHEREAS, CONFIRE completed a competitive bidding process consistent with Public Contract Code section 20812 and CONFIRE Administrative Policy 4.004.
- B. WHEREAS, CONFIRE desires to utilize the services of Contractor as an independent contractor to provide countywide emergency ambulance services, including transport, as more fully described herein; and
- C. WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- D. WHEREAS, CONFIRE and Proposer desire to contract for the specific services described in Exhibit “A” (the “Scope of Services”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- E. WHEREAS, no official or employee of CONFIRE has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

#### AGREEMENT

In consideration of the promises set forth below, the Parties agree as follows:

- 1. The proceeding recitals are incorporated as though set forth herein.
- 2. **EXHIBITS**

This Agreement has multiple Exhibits. Any Exhibit that is specified in this Agreement is by this reference made a part of it.



Exhibits include:

- Exhibit A: Scope of Services
  - Exhibit A-1: CONFIRE RFP
  - Exhibit A-2: Contractor’s Response to CONFIRE RFP
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance
- Exhibit E: Supplemental Terms and Conditions

### 3. **EFFECTIVE DATE AND TERM**

This Agreement is effective on [Insert Date] (“Effective Date”) and shall continue for a period of two (2) years, ending on \_\_\_\_\_, 20\_\_, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be renewed by two (2) additional one (1) year periods upon mutual written agreement of both parties.

### 4. **INDEPENDENT CONTRACTOR**

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor’s employees shall not be considered officers, employees, agents, partner, or joint venture of CONFIRE, and are not entitled to benefits of any kind or nature normally provided employees of CONFIRE and/or to which CONFIRE’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor’s employees.

### 5. **SCOPE OF SERVICES**

Contractor shall furnish to CONFIRE the services described in Exhibit A (“Services”).

### 6. **COMPENSATION**

Contractor shall receive payment, for Services satisfactorily rendered pursuant to this Agreement, as specified in Exhibit B (“Compensation”).

### 7. **GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions are set forth in Exhibit C.

### 8. **INSURANCE**

Exhibit D, entitled Insurance, is attached and incorporated by reference.

## 9. SUPPLEMENTAL TERMS AND CONDITIONS

The Supplemental Terms and Conditions are set forth in Exhibit E.

## 10. REPRESENTATIVES

CONFIRE or their designee shall be the representative of CONFIRE for purposes of this Agreement and may issue all consents, approvals, directions and agreements on behalf of CONFIRE, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

## 11. PROJECT MANAGER

CONFIRE shall designate a Project Manager to work directly with the Contractor in the performance of this Agreement.

Proposer shall designate a Project Manager who shall represent it and be its agent in all consultations with CONFIRE during the term of this Agreement. Contractor and its Program Manager shall attend and assist in all coordination meetings called by CONFIRE.

## 12. NOTICE

Any notice required by this Agreement may be given either by personal service or by deposit (postage prepaid) in the U.S. mail addressed as follows:

To CONFIRE:  
 Consolidated Fire Agencies  
 1743 Miro Way  
 Rialto, CA 92376  
 Attn: [Insert Name],  
 [Insert Title]

To Contractor:  
 [Contractor Name]  
 [Contractor Address]  
 [Contractor City, State, Zip code]  
 Attn: [Contractor Contact]

## 13. LIMITATION OF LIABILITY

Other than as provided in this Agreement, CONFIRE's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this

Agreement. Notwithstanding any other provision of this Agreement, in no event, shall CONFIRE be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

The Parties have executed this Agreement on the dates indicated below.

**CONSOLIDATED FIRE AGENCIES**

**[Contractor Name]**

Date: \_\_\_\_\_, 20\_\_

Date: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**  
**to AGREEMENT FOR SERVICES**

Contractor shall provide the services described in CONFIRE's RFP, attached here to as Exhibit A-1, and Contractor's response to CONFIRE's RFP attached here to as Exhibit A-2.

**EXHIBIT B  
to AGREEMENT FOR SERVICES**

**COMPENSATION**

**A. Compensation**

- a. Not to exceed the sum of \_\_\_\_\_.

*Note: This provision will typically include: (1) Fee Schedule and/or (2) an hourly rate. Often with a not to exceed amount.*

- b. Additional Services. Contractor shall not receive compensation for any services provided outside of the Scope of Work, specified in Exhibit A to this Agreement, unless CONFIRE, prior to the Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

**B. Payment**

- a. Schedule

*Note: This provision will typically set forth a timetable for payment, including invoice requirements.*

- b. Process

Payment shall be made (within thirty (30) calendar days after the Contractor submits an invoice to CONFIRE for Services actually completed.

*Note: This provision will typically set forth the invoice requirements, including the detail required in each invoice.*

**EXHIBIT C**  
**to AGREEMENT FOR SERVICES**

**GENERAL TERMS AND CONDITIONS**

1. **STANDARD OF CARE.** Contractor's Services will be performed in accordance with generally and currently accepted principles and practices of his/her profession for services to California public agencies.
2. **ORIGINALITY OF SERVICES.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to CONFIRE and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except those submitted to Contractor by CONFIRE as a basis for such services.
3. **PRODUCT.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of CONFIRE and cannot be used without CONFIRE's express written permission. CONFIRE shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of CONFIRE. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
4. **TERMINATION.**
  - a. **Without Cause by CONFIRE.** CONFIRE may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by CONFIRE shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
  - b. **Without Cause by Contractor.** Contractor may not terminate this Agreement without cause.
  - c. **With Cause by CONFIRE.** CONFIRE may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
    - (1) material violation of this Agreement by the Contractor; or
    - (2) any act by Contractor exposing CONFIRE to liability to others for personal injury or property damage; or
  - d. **With Cause by Contractor.** Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - (1) material violation of this Agreement by CONFIRE; or
    - (2) any act by CONFIRE exposing the Contractor to liability to others for personal injury or property damage; or
    - (3) CONFIRE is adjudged bankrupt, CONFIRE makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.

Written notice by Contractor shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Contractor.
  - e. Upon termination, Contractor shall provide CONFIRE with all documents produced

maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

**5. INDEMNIFICATION/ DEFENSE /HOLD HARMLESS.**

a. **Generally.** To the furthest extent permitted by California law, Contractor shall indemnify, defend, and hold free and harmless the Indemnified Parties from any Claim to the extent that the Claim:

(1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Contractor, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants; ***or***

(2) arises out of, pertains to, or relates to the performance of this Agreement

b. **Indemnified Parties, Defined.** The “Indemnified Parties” are CONFIRE, its officers, consultants, employees, governing board and administrative committee.

c. **Claim, Defined.** A “Claim” consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney’s and consultants’ fees and causes of action to property or persons, including personal injury and/or death.

d. CONFIRE may accept or reject legal counsel Contractor proposes to defend CONFIRE with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend CONFIRE at Contractor’s expense against a Claim set forth in Section 5.a, supra, of this Exhibit C.

6. **INSURANCE.** The Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.

7. **CONFIDENTIALITY.** The Contractor and the Contractor’s agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services (“Confidential Information”), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of CONFIRE, except as required by law or as necessary for Contractor’s agents, personnel, employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor’s agents, personnel, employee(s), and/or

subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to CONFIRE notice(s) of the legal process”, but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that CONFIRE may exercise any applicable legal rights and remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subcontractor(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.

8. **CONFLICT OF INTEREST.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Contractor receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Contractor agrees it shall immediately notify CONFIRE of this information.

9. **APPROVAL OF LEGISLATIVE BODY.** This Agreement shall not be binding upon CONFIRE until CONFIRE’s legislative body has approved all the terms and conditions contained herein.

10. **DISPUTES.** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.

11. **COMPLIANCE WITH LAWS.** Contractor shall observe and comply with all rules and regulations of the governing board of CONFIRE and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify CONFIRE, in writing, and, at the sole option of CONFIRE, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended

in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from CONFIRE. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying CONFIRE of the violation, Contractor shall bear all costs arising therefrom.

**12. PERMITS/LICENSES.** Contractor and all of Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.

**13. SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from CONFIRE the rules and regulations pertaining to safety, security, and driving.

**14. ANTI-DISCRIMINATION.** It is the policy of CONFIRE that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

**15. AUDIT.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit CONFIRE, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that CONFIRE shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

**16. EVALUATION OF CONTRACTOR AND**

00205439.3

**SUBORDINATES.** Contractor agrees to perform all the work set forth in the Scope of Work to the complete satisfaction of CONFIRE. CONFIRE may evaluate the Contractor in any manner which is permissible under the law. CONFIRE's evaluation may include, without limitation:

- a. Requesting CONFIRE employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- b. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)

**17. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 26 of this Agreement. Contractor shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by CONFIRE.

**18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

**19. ASSIGNMENT AND SUCCESSORS.** Neither CONFIRE nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

**20. SEVERABILITY.** In the event that any provision



of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.

- 21. FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
- 22. VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial district in which CONFIRE's principal administrative office is located.
- 23. ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
- 24. EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
- 25. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between CONFIRE and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both CONFIRE and Contractor.
- 26. MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contractor.
- 27. PUBLIC RECORDS ACT DISCLOSURE.** Contractor has been advised and is aware this Agreement and all reports, documents, information and data, including but not limited to, computer data, tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to CONFIRE may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250, et seq.) CONFIRE will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. CONFIRE shall not, in any way, be liable or responsible for the

disclosure of any trade secret, including without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

- 28. ORDER OF PRECEDENCE:** In the event of an inconsistency in this Agreement and any of the Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.
- 29. RESPONSIBILITY FOR ERRORS.** Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by CONFIRE's representative, regarding any service rendered under this Agreement at no additional cost to CONFIRE. In the event of an error or omission attributable to Contractor, Contractor shall, at no cost to CONFIRE, provide all estimates AND other Contractor professional services to rectify and correct the matter to the sole satisfaction of CONFIRE and participate in any meeting required with regard to the correction.
- 30. NO THIRD-PARTY BENEFICIARY RIGHTS.** This Agreement is entered into for the sole benefit of CONFIRE and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and not third party shall have any right in, under or to this Agreement.
- 31. WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 32. AUTHORITY.** The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.
- 33. HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and

subsections are to this Agreement.

**34. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

**EXHIBIT D**  
**to AGREEMENT FOR SERVICES**  
**INSURANCE**

1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurances with minimum limits equal to the amounts indicated below.
  - 1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, CONFIRE, and the contracting agencies and member agencies of CONFIRE from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)
  - 1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services. Contractor shall sign and file with CONFIRE the following certification prior to performing the work of the contract: “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”
  - 1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor’s profession.

Type of Coverage	Minimum Coverage
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	<b>\$1,000,000</b> <b>\$3,000,000</b>
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	<b>\$1,000,000</b> <b>\$5,000,000</b>
<b>Professional Liability</b>	<b>\$2,000,000</b>
<b>Workers Compensation</b>	<b>Statutory Limits</b>
<b>Employer’s Liability</b>	<b>\$1,000,000</b>

2. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage’s have been delivered in duplicate to CONFIRE and approved by CONFIRE. Certificates and insurance policies shall include the following:
  - 2.1. A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to CONFIRE, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”
  - 2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
  - 2.3. An endorsement stating that CONFIRE and contracting agencies and member agencies of CONFIRE, and their representatives, employees, trustees, officers, consultants, and volunteers are

named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by CONFIRE.

- 2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

**EXHIBIT E**  
**to AGREEMENT FOR SERVICES**

**SUPPLEMENTAL TERMS AND CONDITIONS**

1. **COMPETITIVE ACTIVITIES.** The parties acknowledge and agree that CONFIRE anticipates submitting a proposal in response (“CONFIRE Proposal”) to a request for proposals by the County of San Bernardino’s local emergency medical services agency seeking countywide ambulance services (“County Ambulance RFP”). Proposer covenants that Proposer:
  - a. Shall cooperate with CONFIRE in the development of the CONFIRE Proposal and responding to the County Ambulance RFP.
  - b. Shall treat CONFIRE’s Proposal and all related data, documents, discussion, or other information as confidential pursuant to section 1.8 of this Agreement.
  - c. Shall not submit a proposal in response to the County Ambulance RFP; and
  - d. Shall not directly or indirectly pursue any transactions with pertaining to the County Ambulance RFP without the prior written consent of CONFIRE.
2. **PROHIBITED EMPLOYMENT.** Contractor shall not employ any regular employee of CONFIRE while this Agreement is in effect.
3. **NON-EXCLUSIVE AGREEMENT.** Contractor acknowledges that CONFIRE may enter into agreements with other Proposers for services similar to the services that are subject to this Agreement or may provide those services similar to those services contemplated by this Agreement.
4. **SBCERA ELIGIBILITY INDEMNIFICATION.** In the event that Contractor or any employee, agent or subcontractor of Contractor providing services under this Agreement claims or is determined to by a court of competent jurisdiction or the San Bernardino County Employee’s Retirement Association (SBCERA) to be eligible for enrollment in SBCERA as an employee of CONFIRE, Contractor shall indemnify, defend, and hold harmless CONFIRE for the payment of any employee and/or employer contributions for SBCERA benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CONFIRE.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents or subcontractors providing services under this Agreement shall not qualify or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CONFIRE, including but not limited to eligibility to enroll in SBCERA as an employee of CONFIRE and entitlement to any contribution to be paid by CONFIRE for employer contribution and/or employee contributions for SBCERA benefits.

5. **DRUG FREE WORKPLACE.** Contractor shall provide a drug-free workplace by complying with all provisions set forth in CONFIRE’s Board and Administrative Committee Policies, as well as, any additional requirements set forth in CONFIRE Communication Director’s policies and/or procedures.

## **APPENDIX B**

### **FORMS**

**Vendor Application Form**

**Ex Parte Communications Certification**

**Disclosure of Government Positions**

**Disqualification Questionnaire**

**Company Profile & References**

**Staffing Plan**

**Financial breakdown “employees”**

**VENDOR APPLICATION FORM  
FOR  
RFP NO. 2022-01  
ALS AMBULANCE TRANSPORT SERVICES**

TYPE OF APPLICANT:             NEW             CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

State and Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Is your business: (check one)

- NON-PROFIT CORPORATION             FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION             LIMITED LIABILITY PARTNERSHIP  
 INDIVIDUAL             SOLE PROPRIETORSHIP  
 PARTNERSHIP             UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: \_\_\_\_\_

Business License Number: \_\_\_\_\_

(If none, you must obtain a Business License upon award of contract.)

Business License Expiration Date: \_\_\_\_\_



### EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer’s representatives have not had any communication with a CONFIRE Board Director and/or Administrative Committee member concerning **RFP No. 2022-01 ALS AMBULANCE TRANSPORT SERVICES** at any time after **July 1, 2022**.

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

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Print**

**OR**

I certify that Proposer or Proposer’s representatives have communicated after **July 1, 2022**, with a CONFIRE Board Director and/or Administrative Committee member concerning **RFP No. 2022-01 ALS AMBULANCE TRANSPORT SERVICES**. A copy of all such communications is attached to this form for public distribution.

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

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Print**

**DISQUALIFICATION QUESTIONNAIRE**

The Proposer shall complete the following questionnaire:

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

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

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

**DISCLOSURE OF GOVERNMENT POSITIONS**

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

**Yes** \_\_\_\_\_ **None** \_\_\_\_\_

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

**COMPANY PROFILE & REFERENCES**

**Company Profile**

Company Legal Name: \_\_\_\_\_

Company Legal Status (corporation, partnership, sole proprietor etc.): \_\_\_\_\_

Business Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Length of time the firm has been in business: \_\_\_\_\_ Length of time at current location: \_\_\_\_\_

Is your firm a sole proprietorship doing business under a different name: \_\_\_\_ Yes \_\_\_\_ No

If yes, please indicate sole proprietor's name and the name you are doing business under:  
\_\_\_\_\_

Is your firm incorporated: \_\_\_\_ Yes \_\_\_\_ No If yes, State of Incorporation? \_\_\_\_\_

Federal Taxpayer ID Number: \_\_\_\_\_

Regular business hours: \_\_\_\_\_

Regular holidays and hours when business is closed: \_\_\_\_\_

Contact person in reference to this solicitation: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact person for accounts payable: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name of Project Manager: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

**COMPANY PROFILE & REFERENCES**  
**(Continued)**

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

**STAFFING PLAN**

**1. Primary Staff to perform work under this contract (management).**

<b>Name</b>	<b>Classification/Title</b>	<b>Years of Experience</b>

**2. Alternate staff** (for use only if primary staff are not available)

<b>Name</b>	<b>Classification/Title</b>	<b>Years of Experience</b>

Substitution or addition of Proposer’s key personnel in any given category or classification shall be allowed only with prior written approval of CONFIRE.

The Proposer may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service required. Assignment of additional key personnel shall be subject to CONFIRE approval. CONFIRE reserves the right to have any of Proposers personnel removed from providing services to CONFIRE under this contract. CONFIRE is not required to provide any reason for the request for removal of any Proposer personnel.

**ATTACHMENT A**

**SCOPE OF WORK**

**FOR**

**ALS AMBULANCE TRANSPORT SERVICES**

**A. Introduction to Scope of Work**

1. Authority

The core function of local government is to provide for the essential needs of the community it serves. These services include among other things Fire-Suppression/Rescue and Ambulance Transport/Emergency Medical Services (EMS) that are critical to the protection and preservation of life, health, and property (California Government Code, Title 5, Division 2). This RFP is being issued pursuant to its existing Board and Administrative Committee Policies and direction from the CONFIRE Board of Directors and Administrative Committee.

2. Mission and Philosophy

a. CONFIRE's purpose is:

1) [F]or the benefit of those persons served by the Parties [member agencies] and those persons served by other agencies who contract with CONFIRE for services, to engage in any lawful act or activity that arises out of or relates to the operation of a regional public safety communications center and cooperative program of fire protection, rescue, and emergency medical services system.

b. One of the many critical functions of CONFIRE is the provision of prehospital EMS Dispatch services. The primary mission of CONFIRE's EMS Division is to optimize patient outcome by providing superior quality prehospital care in a proficient and compassionate manner. In furtherance of this goal, it is imperative that all aspects of the EMS system and the patient "continuum of care" function as effectively and as efficiently as possible. The transportation of patients with medical emergencies from the incident scene to the appropriate emergency receiving center is one of the most important aspects of the EMS system and continuum of care. Therefore, all requirements and conditions listed in this document are written with the specific intent to ensure the most optimal emergency ambulance transportation system possible based on the following parameters:

1) **Patient Care** - Superior patient care provided proficiently and compassionately by Paramedics and EMTs who conduct themselves with dignity and humility.

- 2) **Resource Utilization** - Deployment of resources in a manner that is operationally efficient and maximally effective in achieving the best patient outcomes practical.
  - 3) **System Adaptability** - Maximum flexibility for ongoing adaptation to the rapid changes in EMS/prehospital care specifically, and community health and safety generally.
  - 4) **Fiscal Prudence** - Fair and reasonable cost recovery plan with a compassionate billing and collection policy that achieves an enhanced level of service and more efficient deployment model without increasing costs to the local taxpayer.
- c. This RFP is an official and legal document written by CONFIRE in our solemn role as advocates for, and protectors of, the citizens and visitors to our communities. It is important to know that, notwithstanding the strict standards and requirements enumerated, it is our sincere desire and intent to work with the prevailing organization in the spirit of friendship, cooperation, and mutual respect, and with sensitivity to its needs, interests, and concerns, as we strive together to provide the highest quality prehospital care possible.

### 3. Scope of Work Overview

- a. CONFIRE is soliciting proposals from qualified organizations to contract for the provision of ALS Ambulance Transport services to CONFIRE in anticipation of a countywide emergency ambulance RFP to be released in the fall/winter of 2022 by ICEMA, the LEMSA under contract with San Bernardino County Board of Supervisors. The County RFP may include other services such as Inter-facility Transfers “IFT’s” and Mobile Integrated Health “MIH”. All ambulance services described in this RFP document and Scope of Work refer only to *ground* ambulance services. Upon selection of a contractor, CONFIRE and the Contractor will cooperatively prepare and submit a joint proposal in response the County’s Emergency Ambulance RFP. CONFIRE has developed a preliminary deployment plan in anticipation of the upcoming County RFP. This plan is considered the base line of services. However, until the final RFP has been released both CONFIRE and Contractor shall remain flexible in their final proposal.
- b. The baseline for the services being solicited are as follows: CONFIRE desires to staff **approximately 1,150-unit hours per day with one (1) EMT/P and one (1) EMT per ambulance provided by a single Contractor. Contractor shall provide four (4) 24-hour field Supervisors strategically located throughout the eleven EOA’s.** In



addition, (1) critical care ambulance (CCT) staffed with (1) EMT and (1) R.N 24 hours per day/7 days a week. One (1) EMT staffed neonatal CCT 24 hours per day/7 days a week as the baseline for this RFP. CONFIRE intends to bill and collect for all services provided by Contractor. CONFIRE shall provide dispatching services at no cost to the contractor. The Scope of Work to be provided by Contractor may be categorized into four (4) service tiers:

- 1) **Tier One (1) Service: ALS Ambulance Transport all inclusive**
- 2) **Tier Two (2) Service: Reserve Ambulances**
- 3) **Tier Three (3) Service: Surge Plan**
- 4) **Tier Four (4) Service: Mutual Aid**

**B. Terminology** – The terminology and definitions listed below are for use in this Scope of Work section exclusively and, therefore, may have different meanings than used or defined elsewhere.

**ALS** – Advanced Life Support. Level of care as approved in CA and San Bernardino County.

**BLS** – Basic Life Support. Both EMTs and Paramedics can provide this level of care.

**CONFIRE** – Program management.

**CONTRACTOR** – The organization that is selected and awarded a contract to provide the services (Scope of Work) described in this RFP document. Used interchangeably and synonymously with “Proposer” depending on the context.

**CONTRACT AMBULANCE** – An apparatus controlled by the CONFIRE that is capable of transporting patients with medical emergencies. Units must be inspected and approved per the CVC/CHP.

**DISPATCH** – CONFIRE. “Comm Center”

**EMS** – Emergency Medical Services. Refers to the prehospital environment.

**EMT** – Emergency Medical Technician. Locally certified to provide BLS level care.

**FIRE DEPARTMENT MUTUAL-AID AMBULANCE** – A fire department or fire district emergency ambulance provider within San Bernardino County that has entered into an emergency ambulance service mutual-aid agreement with Confire.

**FIRE DEPARTMENT SURGE AMBULANCE** – a Confire member agency or affiliate agency that makes an BLS or ALS emergency ambulance available during periods of heavy demand or major emergency consistent with the Confire surge plan.

**ICEMA** – Inland Counties Emergency Medical Agency.

**LEMSA** – Local Emergency Medical Services Agency.

**MICP** – Mobile Intensive Care Paramedic. State licensed and locally accredited to provide BLS *and* ALS level care.

**PROPOSAL** – The official response to this RFP by an organization that is competing in the RFP process that usually refers to a Proposer’s formal written responses, but may also refer more broadly to all statements, materials, and actions by a Proposer as part of the official RFP process (e.g., Oral presentation statements, compliance with RFP process procedural requirements, etc.)

**PROPOSER** – An organization that submits a proposal and competes in the RFP process. Used interchangeably and synonymously with “Contractor” depending on the context.

**RFP** – The “CONFIRE Request for Proposals for ALS Ambulance Transport Services (i.e., this document).

### C. General Requirements

1. Performance Expectations – Contractor shall perform all contractual services in accordance with both the letter and spirit of all requirements, conditions, specifications, expectations, and other parameters delineated in the contract, to the complete satisfaction of CONFIRE. All statements made and actions taken by Contractor in the execution of contractual obligations shall be done in a prudent, professional, and courteous manner that supports and/or advances CONFIRE’s EMS mission of optimizing patient outcome by providing superior quality patient care with proficiency and compassion. Most important, Contractor decision making, and conduct shall always be guided by and reflect only the highest ethical standards, comport with the principles of fairness and equal justice, and demonstrate respect and dignity for all human beings.
2. Contract Performance Costs – Unless otherwise indicated, all expenses necessary to meet RFP contract requirements and or perform contractual services and obligations will be paid solely by Contractor.

3. Contract Performance Standards – During the contract period, Contractor will be responsible for ensuring that all facilities, properties, vehicles, material, and documents/records used or available for use in the performance of contractual services and/or in the execution of contractual obligations are in good condition, fully functional, and maintained in a clean, orderly, and organized manner.
4. Inter-Agency Communications – Contractor shall designate one person as its official liaison to CONFIRE who will serve as the primary contact and interface, and whose office shall be in San Bernardino County or as close to as practical and agreed upon by CONFIRE. To foster teamwork and efficiency, it is imperative that there be an outstanding working relationship and excellent communications between agencies and agency liaisons.
5. Field Supervisor – Contractor shall ensure that during each 24-hour shift, there are four (4) designated Field Supervisor(s), stationed within the eleven EOA's who are immediately available by mobile phone and/or radio to the on-duty CONFIRE EMS Chief/Supervisor or designee at all times during the shift. The Field Supervisor shall be able to respond to any incident within 120 seconds of being requested by Dispatch. All Field Supervisors must be qualified and capable of implementing and operating within the Incident Command System including the county MCI plan as well as all other local protocols.
6. Legal Compliance – Contractor shall ensure that ambulance personnel have sufficient understanding of, and are at all times in compliance with, all applicable EMS-related laws (federal, state, local), including, but not limited to: 1) California Health & Safety Code, Division 2.5; 2) California Code of Regulations, Title 22, Division 9, Chapter 2; and 3) California Vehicle Code.
7. Protocols Compliance – Contractor shall ensure that ambulance personnel comply with all local, State and CONFIRE protocols (i.e., official rules, policies, procedures, standing orders, guidelines, etc.), as well as Contractor's internal protocols. Contractor, including any individual ambulance operator, shall immediately bring to the attention of CONFIRE any protocol that appears to conflict with other protocols to reconcile the inconsistency, contradiction, and/or ambiguity.
8. Time Standards – The Agreement issued as a result of this RFP will include a one hundred percent (100%) compliance to the response time standards specified to all areas of CONFIRE and its operational areas.
9. Equality of Care – Contractor shall provide all services in the Scope of Work without regard to the patient's national origin, ethnicity, color, religion, sexual orientation, gender, age, insurance status, or ability/inability to pay. Any violation of this policy will be deemed a major breach and grounds for immediate contract termination.

10. CQI Plan – Contractor shall develop and maintain a comprehensive and relevant Continuous Quality Improvement plan and system that compliments and interfaces with CONFIRE’s CQI plan / quality management system
11. Continuing Education – Contractor shall ensure that relevant and frequent education and training courses are offered to assist field personnel in maintaining certification/licensure as defined in California Code of Regulations Title 22, Chapters 2, 4 and 11 and, to the extent possible, shall be built upon observation and findings derived from the Quality Assurance / Continuous Quality Improvement. Contractor may as part of their response to this RFP include options for incorporating first responder agencies into their training program and schedule.
12. Pilot Programs / Research Projects – Contractor shall participate in all approved pilot programs or research projects as requested by CONFIRE. Contractor agrees that their participation shall entail no additional cost to CONFIRE unless CONFIRE agrees otherwise. Any additional costs incurred by the contractor shall warrant a meet and confer negotiation for participating in these programs. Contractor further agrees that services provided under pilot programs or research projects shall be in addition to the other services described herein.
13. Comprehensive & Responsive Proposal – Proposals should fully demonstrate and explain how the Proposer would meet all the requirements and expectations specified in the RFP document, including the Scope of Work and all other attachments and addendums. Although many items in this RFP will have express language such as “proposals shall include...,” Proposers should not infer that just because such similar language is absent regarding other items that they can omit explanations of how they would satisfy the letter or intent of those items.
14. Incorporation by Reference – The Proposal submitted in response to this RFP will be retained and will be incorporated and referenced, and made a part of the final Agreement, except that in the case of any conflicting provisions, the provisions contained in the final Agreement shall prevail.
15. Proposer Fees – Reimbursement to CONFIRE for costs for the development and implementation for this RFP process shall not exceed \$100,000. The successful Proposer shall have the option of a single one-time payment. Four (4) quarterly payments in the first year of the contract or including the payment as part of their unit hour cost for one year to commence upon the start of the contracting period.

**D. Tier One (1) Services: ALS AMBULANCE TRANSPORT SERVICES**

1. **General** – Contractor shall provide the agreed upon number of 24/hr. 12/hr. or other combination unit staffing 365 days per year, for an estimated total of 1,150 daily unit hours. This deployment may include firefighter staffed units in specific locations to be determined by CONFIRE. Contractor shall ensure that all units

with the exception of firefighter staffed units are at all times staffed by One (1) Paramedic (EMT/P) and one (1) Emergency Medical Technician (EMT) certified and accredited in San Bernardino County. In addition to the ambulance unit staffing, Proposer shall provide four (4) field Supervisors on duty 24 hours per day.

2. **Staffing & Selection Criteria** – The proposal shall describe the specific *criteria* that will be used to determine and select which EMTs, and paramedics are qualified, and the specific *process* by which qualified EMT's, and paramedics would be selected for assignment to a CONFIRE contract Ambulance.
  - a. The proposal shall describe the staffing model(s) that will be used to meet the minimum number of unit hours required. Proposer shall provide a breakdown of salaries and benefits for each model(s) to ensure compliance with state and federal labor laws. (Models should show how staffing would be addressed for 24/hr. units 12/hr. units, part-time employees and full-time employees, etc.)
  - b. Staffing Principles – Contractor shall take all necessary steps, and make all reasonable efforts, to ensure that field personnel on its contract eligibility list are well qualified, sufficiently experienced, proven reliable and responsible, and who possess the interpersonal characteristics and skills necessary for them to function effectively as part of the CONFIRE team.
3. **Credentials Tracking & Renewal** – The proposal shall describe the system that will be used to monitor expiration dates of required credentials for all employees to prevent lapses in certification, and to facilitate the renewal process. Contractor shall be responsible for ensuring that all employees credentials—including, but not limited to, state and county certification/accreditation—are renewed in a timely manner. Contractor employees working CONFIRE contract ambulances with expired/lapsed credentials will be deemed a major breach and grounds for immediate contract termination.
4. **Cognitive & Psychomotor Proficiency** – The proposal shall describe the education and training system that will be used to ensure that all field personnel employed by Contractor maintain proficiency in all relevant ALS/BLS level clinical skills and knowledge, including all applicable State and local protocols.
5. **General Employment Policies**
  - a. Employee Wellness & Personnel Assistance Resources – The proposal shall describe in detail the Proposer's Employee Wellness & Personnel Assistance programs and/or resources.

- b. Criminal Background Check – Contractor shall comply with all state EMS Authority and LEMSA criminal history check requirements for all employees who work in San Bernardino County. Contractor shall contact all references given on applications, including but not limited to, any former EMS employers.
- c. Physical Fitness Testing & Training – The proposal shall describe any physical fitness testing or training used as part of the initial hiring process and/or ongoing health maintenance.
- d. Medical Examination / Health Screening – The proposal shall describe the specific process used for pre-employment and/or ongoing screening.
- e. Local Protocols – The proposal shall describe the process used to ensure that all ambulance personnel are sufficiently knowledgeable and proficient in all relevant Local protocols.
- f. Driver History – Contractor shall require all ambulance driver candidates in its employ to submit a current California CONFIRE of Motor Vehicles Driving Record Report as requested by CONFIRE. Contractor shall utilize the California CONFIRE of Motor Vehicles “Pull Notice Program” for all ambulance personnel in its employ.
- g. Driver Training Program – Contractor shall require all ambulance personnel in its employ to successfully complete an approved emergency ambulance driver-training program to ensure that ambulances are operated in a legal and safe manner. The driver-training program should be designed to verify driving proficiency upon hire and at reasonably spaced periodic intervals. The driver program shall meet or exceed industry standards. Contractor shall ensure that its vehicles are at all times operated in a safe manner.
- h. Vehicle & Equipment Familiarity – Contractor shall ensure that all employees who staff any ambulance as part of the CONFIRE contract are thoroughly familiar with all aspects of vehicle operation, and the location and use of all on-board equipment and supplies.
- i. Recruitment & Retention – It is especially important that Contractor attracts the highest quality employees in the industry as possible. The proposal must describe Proposer’s compensation and benefits plans and provide at least a general indication as to how the plans compare to the other similar organizations in the county in terms of attracting and retaining employees. The proposal must also describe Proposer’s recruitment strategy.

## 6. **Uniforms & Personal Protective Equipment**

- a. Uniforms CONFIRE contract employees shall wear uniforms that are approved by CONFIRE. Uniforms shall be neat and clean when functioning as an on-duty EMT or paramedic on a CONFIRE contract Ambulance. Uniform requirements may be changed at any time during the duration of the contract at the sole discretion of CONFIRE. Any change in uniform specifications shall be made 30-90 days prior to implementation of the new specification(s).
- b. Personal Protective Equipment (PPE) – Contractor shall ensure that employees have the appropriate PPE that meets national safety standards for EMS personnel, to include helmet, reflective vest, eye protection, and ear/hearing protection.
- c. Costs – Contractor or their employees shall bear all uniform and PPE related costs except where specified otherwise, including cleaning, maintenance, repair, and replacement. Before commencement of the contract period, CONFIRE and Contractor will mutually agree on the specific brand/model/type of PPE to be used.

## 7. **Employee Appearance & Behavior**

- a. CONFIRE Policies/Procedures – Contractor shall ensure that employees adhere to all relevant CONFIRE policies/procedures regarding appearance and behavior. CONFIRE will provide Contractor copies of all relevant policies/procedures before commencement of the contract period to give Contractor adequate time for the selection, assignment, and preparation of assigned employees. Employees always shall follow such policies.
- b. General Appearance – Contractor shall ensure that employees always look and act in a professional manner to instill confidence in the citizens we serve, and to preserve the reputation of the CONFIRE and the Fire Service/EMS profession generally.
- c. Grooming & Hygiene – Employees shall be always clean and well-groomed while on-duty or otherwise representing CONFIRE, and exercise good personal hygiene habits.
- d. Mental Alertness – Employees shall report for duty well rested, alert, and not under the influence of any substance, legal or illegal, that may impair their judgment and/or performance.
- e. Physical Fitness – Employees shall keep themselves at a level of physical fitness sufficient to ensure they can perform all the physical functions expected of an EMT and Paramedic.

- f. Conduct – Employees shall always act in a safe, professional, and courteous manner.
  - g. Advocacy – Employees are deemed part of the EMS system and are therefore expected to always act in the best interests of the EMS system and the patients who depend on us.
7. **Vehicle Specifications** – Contractor may use any Type I or Type III ambulance in its fleet for contract purposes so long as it meets or exceeds the requirements of the California Highway Patrol, the California Department of Motor Vehicles, the United States Department of Transportation, and the Inland Counties Emergency Medical Authority (ICEMA). All vehicles are subject to the approval of CONFIRE. No Tier 1 ambulance shall have more than 200,000 miles (this may be subject to final County RFP spec's)

8. **Minimum Required Equipment / Supplies / Inventory**

- a. Radios – Mobile and portable radios to be supplied by contractor and must be FCC Part 90 certified; subscribed to the San Bernardino County 800MHz system via the San Bernardino County Information Services Department (ISD) and programmed in accordance with the approved San Bernardino County XBO Operational Communications Plan (mask). Below is information on types of radios used in the region.

Portable: Motorola APX-8000 – Quad band (VHF, UHF, 700, and 800MHz)

Portable all frequencies

Mobile: Motorola APX- 8500 – Quad band (VHF, UHF, 700, and 800MHz)

- b. Cell Phone
- c. Mobile Data Computers/Tablets
  - 1) Tablet Command (iPad)
  - 2) Electronic Patient Care Reporting (ePCR)
  - 3) Image Trends Elite (via ICEMA)
  - 4) iPad w/ SIM card or direct connect with modem (hot spot)
- d. Automatic Vehicle Locator (AVL) System – Each ambulance shall be equipped with AVL hardware and related software / GPS system that interface with the Dispatch center.
  - 1) Requires installation of vehicle modem (hot spot)



- 2) Cradlepoint IBR 900
  - e. Vehicle Telemetry
    - 1) Black box for brake and speed monitoring
  - f. Headset Communication System – Each ambulance shall have a headset communication system that provides hearing protection during Code-3 transports and allows for communication between the ambulance driver (1 headset), and at least two EMTs or Paramedics in the patient compartment (2 headsets).
  - g. Medical Equipment & Supplies Inventory – Contractor shall ensure that the medical equipment and supplies inventory of all ambulances complies with San Bernardino County protocols.
  - h. Standardized Inventory – The proposal shall describe the plan/system to ensure standardization of EMS equipment and supplies of ambulances with the EMS equipment and supplies used by CONFIRE.
  - i. Supplies Restock System – Contractor shall be responsible for, and pay all costs in furtherance of, ensuring that all ambulances are at all times equipped and supplied with the minimum required inventory. The proposal shall describe the supply/restock system generally and explain how reserve ambulances will be restocked specifically.
9. **Maintenance & Repair**– Contractor shall be responsible and bear all costs for all routine preventive maintenance and repairs of ambulances. Contractor shall adhere to its maintenance and maintenance records plan during the contract period. Disruption in service due to Contractor’s non-compliance with the maintenance plan will be considered a major breach and grounds for immediate contract termination.
- a. The proposal shall describe the maintenance plan, vehicle service records system, and mechanism for allowing CONFIRE to inspect vehicle service records.
10. **Facilities**
- a. Ambulance Station / Crew Quarters – The proposal shall describe in detail the facilities that will be used to comply with the terms of the contract and the delivery of the services. If the proposer does not currently have station locations, the proposer shall describe the type of locations to be used and how they are equipped to service the employees.

- b. Security – The proposal shall describe the security plan/measures that will be used to adequately protect the personnel, equipment, supplies, and Ambulances while in quarters and in the field setting.
- c. Inspections – The on-duty CONFIRE EMS Chief or designee will have the authority, but not the obligation, to inspect all facilities, properties, vehicles, and documents/records used or available for use in the performance of contractual services and/or in the execution of contractual obligations. Contractor refusal to permit such an inspection will be deemed a major breach and grounds for immediate contract termination.

11. **Operations**

- a. Dispatch – The Contractor’s ambulances will be dispatched by CONFIRE or other public safety communications center. Contractor shall be solely responsible for obtaining, installing, and maintaining a system that directly links all contract ambulances and crews, and will be solely responsible for all installation, maintenance, repair, and other related costs necessary to ensure that the system remains operational at all times. Contractor shall describe how the above system will be provided and maintained.
- b. Incident Command & Patient Authority – Responsibility for patient care and authority to make assessment, treatment, and/or transport decisions vests with Paramedic(s) on the scene. Scene management is defined by California statute and resides with the Captain/Incident Commander and/or the Paramedics in charge of the patient and/or incident from the agency with jurisdictional investigative authority. Contract employee’s actions should be in support of, and consistent with those efforts. Contract employees shall respond to the directions of CONFIRE and first responder personnel in a positive and affirmative manner. At times when the contract ambulance arrives prior to first responders the paramedic on scene shall function as the Incident Commander until a first responder agency arrives on scene.

12. **Time Standards** – The following ground ambulance time standards must be met at a compliance rate of at least 90% (fractal) by contract crews. Monetary penalties will be applied for non-compliance with time standards (times may be adjusted based on final release of the County RFP)

- ALARM to ENROUTE INTERVAL, 07:00 - 20:00 → ≤ 1 minute
- ALARM to ENROUTE INTERVAL, 20:00 - 07:00 → ≤ 2 minutes
- ENROUTE to ON SCENE INTERVAL, CODE-3 → ≤ 10 minutes
- ENROUTE to ON SCENE INTERVAL, CODE-2 → ≤ 15 minutes

13. **Data Collection & Reporting** – Contractor shall track all relevant data from all ambulance responses initiated by CONFIRE. Contractor shall prepare and submit a report (electronic/e-mail preferred) to CONFIRE on a quarterly basis. Before commencement of the contract period, CONFIRE and Contractor will meet to discuss and agree on the reporting format and the specific information to be included. Each quarterly report shall include, but not necessarily be limited to, the following:

a. Individual Incident Data (for each incident in a given 3-month period) –

- 1) CONFIRE Incident Number
- 2) Ambulance Unit Number (indicate if another ambulance company was used)
- 3) 911 Call Time
- 4) Dispatched Time
- 5) Enroute Time
- 6) On Scene Time
- 7) At Patient Time
- 8) Scene Departure Time
- 9) At Hospital Time
- 10) Transfer of Care Time
- 11) Available Time
- 12) Alarm to Enroute Interval Time
- 13) Enroute to On Scene Interval Time

b. Quarterly Incident Totals Data (includes all incidents during a given 3-month period)

- 1) Dispatches
- 2) Responses Upgraded to Code 3
- 3) Responses Cancelled Enroute
- 4) Ambulance Crew First at Patient (prior to CONFIRE arrival)
- 5) Dry Runs (arrived on scene but no transport)
- 6) BLS Transports
- 7) ALS Transports
- 8) Responses Meeting Alarm to Enroute Interval Time Standard
- 9) Responses Exceeding Alarm to Enroute Interval Time Standard
- 10) Responses Meeting Enroute to On Scene Interval Time Standard
- 11) Responses Exceeding Enroute to On Scene Interval Time Standard.

**E. Tier Two (2) Services: RESERVE AMBULANCES**

1. **Reserve Ambulances** – There will be times when contract “first tier” ambulances must be taken out of service for mechanical problems, routine maintenance, operational needs, or other various reasons. During these situations, Contractor

must be able to immediately provide a fully operational emergency ambulance until the “first tier” Ambulance is put back into service. Reserve ambulances should only be used for emergency situations as frontline fleet.

- a. The proposal shall describe the capacity and plan for providing reserve ambulances in these situations.
2. **Vehicle Specifications** – The proposal shall describe the specific vehicles that will be used as reserve ambulances for CONFIRE contract.
  3. **Minimum Required Equipment / Supplies / Inventory**
    - a. Radio - Each reserve ambulance shall be equipped with the same capabilities as Tier 1 units.
    - b. Cell Phone
    - c. Mobile Data Computers/Tablets
      - 1) Tablet Command (iPad)
      - 2) Electronic Patient Care Reporting (ePCR)
        - a) Image Trends Elite (via ICEMA)
        - b) iPad w/ SIM card or direct connect with modem (hot spot)
    - d. Automatic Vehicle Locator (AVL) System – Each ambulance shall be equipped with AVL hardware and related software / GPS system that interface with the Dispatch center.
      - 1) Requires installation of vehicle modem (hot spot)
      - 2) Cradlepoint IBR 900
    - e. Vehicle Telemetry
      - 1) Black box for brake and speed monitoring
    - f. Headset Communication System – Each reserve ambulance shall have a headset communication system that provides hearing protection during Code-3 transports and allows for communication between the ambulance driver (1 headset), and at least two EMTs or Paramedics in the patient compartment (2 headsets).
    - g. Medical Equipment & Supplies Inventory – Contractor shall ensure that the medical equipment and supplies inventory of all reserve ambulances complies with San Bernardino County protocols.

- h. Standardized Inventory – The proposal shall describe the plan/system to ensure standardization of EMS equipment and supplies of ambulances with the EMS equipment and supplies used by the CONFIRE.
  - i. Ambulance Supplies Restock System – Contractor shall be responsible for, and pay all costs in furtherance of, ensuring that all reserve ambulances are at all times equipped and supplied with the minimum required inventory. The proposal shall describe the supply/restock system generally and explain how reserve ambulances will be restocked specifically.
4. **Maintenance & Repair**– Contractor shall be responsible and bear all costs for all routine preventive maintenance and repairs of reserve ambulances. Contractor shall adhere to its maintenance and maintenance records plan during the contract period. Disruption in service due to Contractor’s non-compliance with the maintenance plan will be considered a major breach and grounds for immediate contract termination.
- a. The proposal shall describe the maintenance plan, vehicle service records system, and mechanism for allowing CONFIRE to inspect vehicle service records.
5. **Vehicle Replacement**
- a. General Replacement Policy - Whenever a Tier 1 ambulance must be taken out of service for any reason (including mechanical failure or scheduled preventive maintenance) Contractor shall ensure that a replacement ambulance is immediately provided that meets the above requirements.
    - 1) The proposal shall describe the replacement ambulance plan, including the designations (unit number) and specifications and mileage of the planned replacement ambulances.

**F. Tier Three (3) Services: SURGE PLAN**

- 1. **Surge Capacity Defined** – For purposes of this RFP and subsequent Agreement with the successful Proposer, Surge Capacity is defined as the maximum delivery of emergency ambulance response and transportation services that CONFIRE’s EMS System can provide when all its available and potential resources are mobilized. Both CONFIRE and Contractor must have plans in place to handle routine foreseeable surge situations (e.g., during periods of heavy call volume, including isolated Multiple Casualty Incidents), as well as larger scale sudden disaster situations or major Multiple Casualty Incidents affecting multiple EMS jurisdictions at the county or state levels.

2. **Surge Plan** – The proposal shall describe the Surge Plan in all details. The Proposer shall describe their “in-house” capabilities to provide surge. If the Proposer plans to utilize the services of another or outside vendor Proposer must include a description of the vendor’s capabilities to meet the needs for surge capacity.
3. **Exclusivity Exception** – Contractor will be the exclusive provider of all Contract, surge and backup emergency ambulance services for CONFIRE except in exigent and extenuating circumstances as agreed upon by the parties, including delta & echo calls where Contractor is unable to meet the code three performance requirement. As stated above CONFIRE may utilize another contractor for services not covered in this RFP and when the exclusive contractor is unable or unwilling to provide services outside the RFP.
4. **Vehicle Specifications** – Contractor may use any ambulance in its fleet for surge purposes so long as it meets or exceeds the requirements of the California Highway Patrol, the California Department of Motor Vehicles, the United States Department of Transportation, and the Inland Counties Emergency Medical Authority (ICEMA).
5. **Minimum Required Equipment / Supplies / Inventory**
  - a. Radios – Surge ambulances shall be equipped with the same capabilities as Tier 1 units.
  - b. Cell Phone
  - c. Mobile Data Computers/Tablets
    - 1) Tablet Command (iPad)
    - 2) Electronic Patient Care Reporting (ePCR)
      - a) Image Trends Elite (via ICEMA)
      - b) iPad w/ SIM card or direct connect with modem (hot spot)
  - d. Automatic Vehicle Locator (AVL) System – Each ambulance shall be equipped with AVL hardware and related software / GPS system that interface with the Dispatch center.
    - 1) Requires installation of vehicle modem (hot spot)
    - 2) Cradlepoint IBR 900
  - e. Vehicle Telemetry
    - 1) Black box for brake and speed monitoring

- f. Headset Communication System – Each reserve ambulance shall have a headset communication system that provides hearing protection during Code-3 transports and allows for communication between the ambulance driver (1 headset), and at least two EMTs or Paramedics in the patient compartment (2 headsets).
  - g. Medical Equipment & Supplies Inventory – Contractor shall ensure that the medical equipment and supplies inventory of all surge ambulances complies with San Bernardino County protocols.
  - h. Standardized Inventory – The proposal shall describe the plan/system to ensure standardization of EMS equipment and supplies of ambulances with the EMS equipment and supplies used by the CONFIRE.
  - i. Ambulance Supplies Restock System – Contractor shall be responsible for, and pay all costs in furtherance of, ensuring that all surge ambulances are at all times equipped and supplied with the minimum required inventory.
  - j. The proposal shall describe Proposer’s supply/restock system and explain its plan for restocking surge ambulances.
6. **Special Events** – CONFIRE will sometimes utilize its Ambulances for non-emergency purposes that will normally be scheduled in advance. During these special events, Contractor shall provide a backup ambulance and crew for the duration of the event, to cover for the unit involved and allow them to participate without interruption, provided CONFIRE gives Contractor sufficient advance notice.

**G. Tier Four (4) Services: MUTUAL AID**

- 1. **Mutual Aid Plan** – Contractor shall enter into a Mutual Aid Agreement with Confire designated mutual aid providers to be provided by Confire. Additionally, Contractor shall make a best effort to enter into mutual aid agreements with a separate organization that is licensed, qualified, and capable of providing emergency ambulance response and transportation services. In both situations, mutual aid shall be accessed when there are no CONFIRE surge ambulances or Contractor ambulances available. The Agreement between Contractor and the separate organization must be approved by the CONFIRE before it may commence. This maybe completed after the award of the RFP.
  - a. The proposal shall describe the Mutual Aid plan/system in detail.

**ATTACHMENT B  
COST SHEET EMT (FULL TIME)**

<b>Cost Center</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
# of Hours*					
Hour Wage avg.					
Annual OT**					
Paid Vacation					
Paid Holidays					
Sick Leave					
Continuing Ed.					
Uniforms					
Tuition					
Health Care***					
Deductible					
Dental***					
Deductible					
Vision***					
Deductible					
Other					
Other					
Other					

\*Number of hours to be considered full time  
 \*\*amount of overtime paid based on FLSA/staffing requirements  
 \*\*\*amount paid by employer that counts against total employee costs

**COST SHEET EMT (PART TIME)**

<b>Cost Center</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Hour Wage avg.					
Paid Vacation					
Paid Holidays					
Sick Leave					
Continuing Ed.					
Uniforms					
Tuition					
Health Care**					
Deductible					
Dental**					
Deductible					
Vision**					
Deductible					
Other					
Other					
Other					

\*\*amount paid by employer that counts against total employee costs



**COST SHEET PARAMEDIC (FULL TIME)**

<b>Cost Center</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
# of Hours*					
Hour Wage avg.					
Annual OT**					
Paid Vacation					
Paid Holidays					
Sick Leave					
Continuing Ed.					
Uniforms					
Tuition					
Health Care***					
Deductible					
Dental***					
Deductible					
Vision***					
Deductible					
Other					
Other					
Other					

- \*Number of hours to be considered full time
- \*\*amount of overtime paid based on FLSA staffing requirements
- \*\*\* amount paid by employer that counts against total employee costs

**COST SHEET PARAMEDIC (PART TIME)**

<b>Cost Center</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Hour Wage avg.					
Paid Vacation					
Paid Holidays					
Sick Leave					
Continuing Ed.					
Uniforms					
Tuition					
Health Care**					
Deductible					
Dental**					
Deductible					
Vision**					
Deductible					
Other					
Other					
Other					

\*\*amount paid by employer that counts against total employee costs

**COST SHEET SUPERVISOR (FULL TIME)**

<b>Cost Center</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Hour Rate avg.					
Annual OT*					
Paid Vacation					
Paid Holidays					
Sick Leave					
Continuing Ed.					
Uniforms					
Tuition					
Health Care**					
Deductible					
Dental**					
Deductible					
Vision**					
Deductible					
Other					
Other					
Other					

\*Amount of overtime paid based on FLSA staffing requirements

\*\*amount paid by employer that counts against total employee costs

**COST SHEET VEHICLES**

<b>Cost Center</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Fuel					
Repair/maintenance					
Registration					
Insurance					
Lease/Depreciation					
<b>Total Vehicle Cost</b>					

**COST SHEET A&G**

<b>Cost Center</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Rents & Leases					
Utilities					
Office supplies					
Overhead					
Indirect cost					
Other					
<b>Total A&amp;G Cost</b>					

**COST SHEET INSURANCE**

<b>Cost Center</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Workers Compensation					
General liability					
Errors & Omissions					
Other					
Total Insurance Cost					

**COST SHEET PROFESSIONAL SERVICES**

<b>Cost Center</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Legal					
Training					
Associations					
Other					
Total Professional Sev.					

Proposer shall provide any additional costs that have not been included above in a separate sheet not to be counted in the over number of maximum pages.