



City of Milpitas
CALIFORNIA

**REQUEST FOR PROPOSAL #2004
Delivery of Fire, Emergency Medical
First Response, and Related
Emergency Services**

City of Milpitas
Purchasing Division
455 E. Calaveras Blvd.
Milpitas, CA 95035-5411
(408) 586-3161
Fax (408) 586-3170

Date of Issuance: April 2, 2012
Bid Deadline: June 1, 1012
2:00 PM

REQUEST FOR PROPOSALS

To Provide Fire, Emergency Medical First Response and Related Emergency Services

The City of Milpitas is considering a variety of options to provide future fire, Emergency Medical Service, and emergency services to its citizens on or before January 2, 2013. To this extent, the City of Milpitas is interested in exploring all viable alternatives for these services, in particular alternatives that maintain the already high standard for fire and emergency services while also addressing concerns of ability to pay, cost containment, service duplication, and improved regional cooperation.

Background

Incorporated in 1954 as a General Law City, Milpitas encompasses 13.6 square miles and is located between Fremont and San Jose. The City of Milpitas is governed by a five member City Council, including the Mayor. The City Manager is appointed by the Council. The City of Milpitas has a population of 70,817 residents with a daytime population that swells above 100,000.

Faced with a continuing structural budget deficit the City of Milpitas is seeking a provider to deliver effective fire and emergency services to the residents of Milpitas. Discussions about regional cooperation and improved efficiency have taken place with Cal Fire (South Santa Clara County Fire Protection District) and the Santa Clara County Central Fire Protection District. Each of these entities has expressed interest in mutual cooperation to achieve possible efficiencies.

Fire & Emergency Service in the City of Milpitas are currently provided by the City of Milpitas Fire Department. The Milpitas Fire Department currently has 61 FTE as follows:

- 1 Fire Chief
- 1 Fire Marshal
- 1 Emergency Services Coordinator
- 4 Fire Battalion Chiefs

- 13 Fire Captains
- 1 Fire Prevention Inspector
- 1 Hazardous Materials Inspector
- 1 Fire Protection Engineer
- 6 Fire Engineers
- 11 Firefighters
- 13 Firefighter/Paramedics
- 6 Engineer/Paramedics
- 1 Office Assistant
- 1 Secretary

The Milpitas Fire Department operates from four fire stations, their addresses are:

- Station 1 – 777 South Main St.
- Station 2 – 1263 Yosemite Dr.
- Station 3 – 45 Midwick Dr.
- Station 4 – 775 Barber Lane

The Milpitas Fire Department currently deploys three, three-person engine companies, one, three-person quint/truck company, one, two-person truck company that responds in tandem with a one-person heavy rescue/Urban Search and Rescue rig.

It is expected that under the terms of a new service-delivery contract or agreement resulting from this Request For Proposal, emergency services will be delivered from the four stations in the City of Milpitas.

The FY 2011/2012 annual budget for the Milpitas Fire Department was approximately \$14.2 million. Of the total budget, 100 percent is paid by the City of Milpitas.

Mandatory Pre-Proposal Conference

A pre-proposal conference will be held on May 11, 2012 at 1:00 PM, in the Committee Meeting Room at City Hall at 455 E. Calaveras Blvd. Milpitas, CA 95035. The Committee Meeting Room is in the first floor lobby. **Attendance is mandatory.** Questions pertaining to this Request For Proposal may be submitted prior to 4:00 PM on April 20, 2012, to Fire Chief Brian Sturdivant at bsturdivant@ci.milpitas.ca.gov

Innovative Approaches and Regional Solutions Desired

Of particular interest to the City of Milpitas are proposals that capitalize on the strengths and assets of the emergency response resources available within the City of Milpitas and in nearby jurisdictions, such that mutual economic benefits(s) to the City of Milpitas and a proponent can be achieved. Proposers to this Request For Proposal are encouraged to "think out of the box". All relevant ideas and potential solutions will receive consideration.

General Responsibilities – Fire and Emergency Services

The City of Milpitas desires proposals identifying the proposers overall capabilities to deliver the proposed services. Inasmuch as fiscal issues are a major reason for this effort, proposers are expected to provide the total cost to deliver the proposed services. Requested services are included in the following section (Full Service Delivery Proposal Option).

At its sole discretion, the City of Milpitas may elect to hire its own fire personnel and contract for other such services as deemed necessary by the City Council. In this event the City of Milpitas may contract for management and administrative support or other needed services such as duties of the Fire Prevention Bureau. Under this scenario, the City of Milpitas will be responsible for hiring and management of its personnel.

Scope of Services

The City of Milpitas is seeking capable agencies to provide a full array of fire, emergency medical, and other emergency and non-emergency services. Such services may include, either in part or full:

- Fire suppression
- Vehicle and technical rescue
- Hazmat response
- Emergency medical non-transport response (Advanced Life Support and Basic Life Support) training
- Training and personnel development
- Emergency management (Office of Emergency Services)
- Code enforcement, plans review, inspection, investigation, and public education
- Fire administration and support to include: time and attendance reporting, fire and Emergency Medical Service records

management; Information Technology; human resource management; fleet management

- Incident command, partnership in the Santa Clara County Joint Firefighter Academy, and Auto/Mutual Aid Plans

Proposers are expected to meet the general responsibilities for delivering fire and emergency response services and to provide such services in a manner that delivers these services using generally accepted practices within the level of service agreed to with the City of Milpitas. Examples of such level of service include but are not limited to:

- Arrival at an emergency scene within 5 minutes, 90% of the time.
- Fire crew turn-out times of 90 seconds (fire response), 60 seconds (Emergency Medical Service response)
- Fire unit reliability rate of 80%
- Structure fire flame spread contained to the room of origin 80% of the time.
- Reasonable, response turn-around for all issued fire permits, plan reviews conducted, inspections and investigations
- Acceptable fire service industry standards as outlined by NFPA recommendations.

For each agency submitting a proposal the following are considered mandatory:

1. The ability to function under the auspices of the City of Milpitas and Santa Clara Countywide Communications Center and protocols.
2. The ability to function under the Countywide Medical Joint Powers Authority and Automatic Aid Agreement protocols.
3. The ability to provide advanced life support service within the requirements of the Santa Clara County Health Department, Medical Director, and protocols.
4. The ability to provide a Medical Continuous Quality Improvement program and to provide special training and support for emergency medical service personnel.
5. The ability to serve as a critical element within the City of Milpitas's emergency response system and provide command staff during a major emergency, along with emergency operations center duties and responsibilities.
6. The ability to provide all related supplies and services and to account for all such supplies and services provided to the City of Milpitas.

City Equipment

All vehicles and equipment, including expendable equipment, tools, fixtures, furnishings, supplies, and all items incidental to the operation of the Fire Department with a fair market value of \$250 or more shall be either (a) purchased out right by the awarded proposer at the time of contract award or (b) credited to the City through deductions from City payments to the awarded proposer over the length of the contract and amortized over the life of the contract or equipment, which ever comes first. This includes all items currently in possession or assigned to the City of Milpitas Fire Department unless specifically excluded. Proposals should identify which of these purchase methods a proposer wishes to use. The City will also consider alternative payment methodologies for vehicle and equipment purchases other than the two specified herein.

All vehicles and major equipment sold would be identified in the agreement for services negotiated by the City of Milpitas and the awarded proposer.

City Fire Department Facilities

If the City of Milpitas were to award a contract for fire services, the awarded proposer would lease the City of Milpitas fire stations for \$1 per year, per facility, as is. For the duration of the contract the awarded proposer will be responsible for any and all maintenance and repairs require to maintain the facilities in as good a condition as when first taken over, minus normal wear and tear.

Fuel Tanks

The awarded proposer would assume all responsibility for the maintenance and utility of the above ground fuel pumps located at Fire Stations 1, 2, 3, and 4. As well as the provisioning of fuel for Stations 1, 2, 3, and 4.

Other Contracted Services

Currently, the City of Milpitas contracts for certain services and the awarded proposer may need to assume those contracts.

Services

The City of Milpitas may accept any of the services and corresponding prices in any combination including none at all. Consequently, the proposal must list the cost of each service separately.

A proposal will provide the full range of services generally expected of a full-service fire and emergency organization including, but not limited to fire suppression, emergency medical response first response, advanced life support and basic life support, administration, incident command, training, emergency management, code enforcement/plans review, fire cause and determination, public education and outreach, hazmat response/mitigation and technical rescue.

Service 1 - Fire suppression - Operating from four fire stations in the City of Milpitas, the proposer will maintain three, three-person engine companies, one, three-person quint/truck company, one, two-person truck company that responds in tandem with a one-person heavy rescue/Urban Search and Rescue rig. Each three-person advanced life support engine company and the one, three-person truck Company will be staffed by one captain, one engineer, and one firefighter. One of the assigned crew members must be qualified as a paramedic. Also two members of the three-person truck company must be qualified at the haz mat technician level.

Proposers will be expected to provide response coverage to include one qualified battalion chief (or higher). It is also a requirement that a command officer (battalion chief or higher) be physically located at Milpitas Fire Department Station One. In addition to response activities, this command officer is expected to coordinate the daily staffing of the four fire stations located in the City of Milpitas and supervise company officers during routine activities.

Related services to be provided under this full service delivery option include:

Service 2 - Fire administration and support - Services provided are to include the full array of administrative and support activities to include budget administration, records management, incident reporting, quarterly data analysis of emergency and non-emergency activities, personnel administration, cost accounting, and other services necessary to administer a full-service emergency service

system. The successful proposer will be expected to attend City of Milpitas meetings, and represent the City of Milpitas's interests at other meetings regarding emergency response issues.

Service 3 - Training – Services provided will include the full array of training, personnel development and evaluation needs to meet the entire slate of operational objectives required for the City of Milpitas. Fire training, technical rescue, and emergency medical response training certification and maintenance would be included along with professional development and candidate promotional process preparation.

Service 4 - Emergency management and support - Services to include the incorporation of the City of Milpitas Office of Emergency Services and the full array of emergency preparedness planning and training to the City of Milpitas and its employees. The capability and cost to represent the City of Milpitas at fire and emergency related meetings and community activities including attendance at City Council and other staff meetings, school programs, service clubs, and the business community are also to be provided.

Service 5 - Fire prevention and code enforcement – Services are to include the full array of fire prevention and code enforcement services currently provided to the City of Milpitas. The present staffing level is one Fire Marshal (3 bugle Division Chief), one Fire Prevention Inspector, one Hazardous Materials Inspector, one Fire Protection Engineer and one Office Specialist. Milpitas Fire Department Fire Prevention Bureau also utilizes 2 contract employees, part-time with no associated benefit package. Under this proposal it would be mandatory for these positions to be located within the City of Milpitas.

Activities to be performed by the Fire Prevention Bureau are to include, but are not limited by:

- Wild land urban interface inspections and enforcement
- State and local mandated fire and life safety inspections
- Plan checking
- Annual fire code permit inspection
- New construction inspection
- Builder consultation
- Coordinate and manage company level inspections by station personnel

- Develop and provide public education services to targeted audiences; coordinate public education activities with station personnel
- Fire cause and origin determination and investigation of fires within the City of Milpitas; coordinate activities with the local police agency.
- Provide and coordinate Citizen Emergency Response Team training for the community with the Office of Emergency Services
- Serve as a member of the command staff within the City of Milpitas's Emergency Operations Center
- Inspection, clearance, and issuance of fire permits
- Collection and remittance of collected fees to the City of Milpitas (prospective proposers may submit a proposed fee schedule to be considered as part of the code enforcement effort)
- Hazmat inspection and regulation

Terms of the Agreement and Pricing

The City of Milpitas expects to complete its review and selection process by July 1st, 2012 in anticipation that all facets of the emergency response system will be in place on or before January 2 2013.

The City of Milpitas will entertain suggestions to begin any of the proposed services before fiscal year 11/12, if such proposal is beneficial to the City of Milpitas. Proposers to this request for proposal should be prepared to enter into a minimum of ten-year agreement for the proposed services.

Pricing – All proposals shall include the pricing details for each service. Such detail will include the cost of personnel salaries and benefits, materials, equipment, and overhead cost, if any. The cost of each position/rank and level of effort for the individual is also to be shown. Pricing detail shall be depicted by year for each of the ten years such that the City of Milpitas can evaluate the proposal's annual and total cost. Proposals may include annual cost adjustments due to anticipated changes in salary, benefits, and other cost.

Y Banding and Agency Pricing – As part of their submittal, proposers shall transition personnel currently employed by the Milpitas

Fire Department and are to submit with their cost proposal, two separate cost structures. One is to show the cost of current City of Milpitas Fire Department employees that are "y banded" at their existing salary level. The second is to show the cost if the proposing agency uses employees hired by their agency and within its salary structure.

Submittal Guidelines

Agencies submitting proposals for the full service delivery request for proposal shall submit Three (3) bound copies and one electronic copy on CD-ROM. Proposal shall be double sided on recycled content paper, in a sealed envelope bearing the caption "**Request For Proposals - #2004: Delivery of Fire, Emergency Medical First Response, and Related Emergency Services**". The proposal must include a transmittal letter signed by an official representative authorized to commit the organization to the proposal terms.

Rules For Submitting Proposals

- a. **Submittal Deadline.** Proposals and/or subsequent addenda must arrive at: **City of Milpitas, Purchasing Office, 455 E. Calaveras Blvd. Milpitas , CA 95035-5411, by the Submittal Deadline of June 1, 2012 at 2:00 PM.** Proposals may be submitted by hand, by courier, or any other method specified herein. Proposals may also be submitted in person at the Information Counter in the lobby of the first floor of City Hall at 455 E. Calaveras Blvd. Milpitas CA, 95035
- b. **Responsibility.** Proposers are solely responsible for ensuring their proposal is received by the City of Milpitas in accordance with the solicitation requirements, before Submittal Deadline, and at the place specified. The City of Milpitas shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in the Request For Proposals (this solicitation). Deliveries made before the Submittal Deadline but to the wrong City of Milpitas office will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline.

- c. **Extension of Submittal Deadline.** The City of Milpitas reserves the right to extend the Submittal Deadline when it is in the best interest of the City of Milpitas.
- d. **Facsimile Transmissions.** Proposals may NOT be submitted by facsimile, unless otherwise specified herein.
- e. **Late Proposals.** The Submittal Deadline it IS FIRM. Proposals will NOT be accepted after the Submittal Deadline and will be returned to the Proposer unopened.

Rights Reserved

The City of Milpitas reserves the right to request additional information concerning any proposal for purposes of clarification, to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the City of Milpitas as determined by the City Manager.

All inquiries regarding the Request for Proposal should be directed to Brian Sturdivant, Fire Chief, at the above address or by telephone at (408) 586-2811, or preferably by email at bsturdivant@ci.milpitas.ca.gov.

Additional Submittal Information

The City of Milpitas assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt. All cost incurred during proposal preparation or in any way associated with the agency's preparations, submission, presentation, or oral interview shall be the sole responsibility of the agency.

If awarded a contract, the successful agency shall maintain insurance coverage as listed in Exhibit A - "Insurance Requirements - General"

Award of Proposal

Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the City of Milpitas. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The City of Milpitas reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance.

Award Evaluation Criteria

Evaluation Criteria that will be used to evaluate all proposals that are received are listed below:

- Qualifications and availability of key persons to be assigned to the contract resulting from this solicitation
- Number of years of experience the Proposer has in this type of business
- Demonstrated competence
- Experience in performance of comparable services / list at least 3 references
- Reasonableness of cost
- Financial stability
- Maximum guaranteed response time for standard service calls
- Maximum guaranteed response time for emergency service calls
- Conformance with the services listed in the request for proposal.
- Financial viability of fire station, vehicle, and equipment acquisition plan.

The evaluation committee may also contact and evaluate the Proposer's and subcontractor's references; contact any Proposer to clarify any response; 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. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Milpitas after all factors have been evaluated.

Discussions may, at the City of Milpitas' sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the City of Milpitas will not disclose information derived from proposals submitted by competing Proposers. A Notification of Intent to Award may be sent to any Proposer selected. 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, the City of Milpitas may negotiate a contract with the next highest scoring Proposer or withdraw the RFP.

Award Selection Process.

Additional questions may be asked of Proposers and interviews may be conducted. Proposers will be notified of any additional required information or interviews after the written proposals have been evaluated. Interviews will be held with the most qualified respondents. The recommended proposals will be submitted to the (awarding authority) for contract approval. The Proposer selected will enter into a contract with the City of Milpitas.

EXAMPLE OF A WEIGHTED EVALUATION

EVALUATION CRITERIA	PERCENTAGE
Qualifications and availability of key persons to be signed to the contract resulting from this solicitation.	5
Number of years of experience the Proposer has in this type of business.	5
Demonstrated competence.	5
Experience in performance of comparable services. List at least 3 references.	10
Reasonableness of cost.	10
Financial stability.	10
Maximum guaranteed response time for standard service calls.	15
Maximum guaranteed response time for emergency service calls.	15
Conformance with the services listed in the request for proposal.	15
Financial viability of fire station, vehicle, and equipment acquisition plan.	10

The above percentages show the relative importance of individual criterion. The evaluation committee will use these criteria to score the proposals.

Proposal Evaluation Process and Timing

All proposals will be screened by the City of Milpitas. Those most advantageous to the City of Milpitas will be afforded the opportunity to present their proposal to a committee of City of Milpitas

representatives. It is the City of Milpitas's plan to interview the most responsive proposers prior to any decision. However, the City of Milpitas is under no obligation to interview any of the proposers. All proposals will be reviewed by the Milpitas City Council, which will make the final determination.

Important dates and the projected timeline for this process are:

Pre-proposal Conference	May 11, 2012
Proposals due	June 1, 2012
Proposal Presentation to the City Council	TBD
Questions to Proposers/Meetings with City Staff	TBD
Council Discussion and Direction to Staff	TBD
Council Consideration of Draft Agreement	TBD
Transition of Services to New Provider	January 2, 2013

Non – Obligation

The City of Milpitas retains sole discretion to evaluate proposals and may make an award to the agency deemed to have the most advantageous proposal. In addition the City of Milpitas reserves the right to engage in negotiations with any proposer over alternatives identified in this Request For Proposal as well as alternatives that may become apparent during negotiations. Receipt of proposals in response to this Request For Proposal do not obligate the City of Milpitas in any way to engage any proposing agency and the City of Milpitas reserves the right to reject any or all proposals, wholly or in part, at any time, without penalty. The City of Milpitas reserves the right to cancel the solicitation and make no award.

The City of Milpitas shall bear no financial or other responsibility to any proposer for any reason or for any participation in the process. The City of Milpitas reserves the right to negotiate all final terms and conditions of any agreements entered into.



EXHIBIT A INSURANCE REQUIREMENTS - GENERAL

Definition:

For purposes of this contract, the following definition applies: City of Milpitas includes the duly elected or appointed officers, agents, employees and volunteers of the City of Milpitas, individually or collectively.

Insurance Required:

No work shall be done under this Contract unless there is in effect insurance required by the Contract and under this section, and such insurance has been approved by the City, nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been so obtained and approved. The CONTRACTOR shall maintain or cause to be maintained adequate workers' compensation insurance as required under the laws of the State of California, for all labor employed by him or by any subcontractor under him who may come within the protection of such worker's compensation laws of the State of California and shall provide or cause to be provided employer's general liability insurance for the benefit of his employees and the employees of any subcontractor under him not protected by such compensation laws.

Minimum Scope of Insurance:

Coverage shall be *at least as broad as*:

1. Insurance Services Office Form CG 0001 covering Commercial General Liability on an "occurrence" basis.
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance:

Contractor shall maintain limits no less than:

1. **General Liability:** (Including operations, products and completed operations.)

\$20,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** **\$20,000,000** per accident for bodily injury and property damage.

3. **Employer's Liability:** **\$1,000,000** per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Other Insurance Provisions:

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. **The City of Milpitas, its officers, officials, employees, and volunteers** are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85), or as a separate owner's policy.
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the **Contractor's insurance and shall not contribute with it.**
3. The Insurance Company agrees to **waive all rights of subrogation** against the City, its elected or appointed officers, officials, agents and employees for losses paid under the terms of any policy which arise from work performed by the Named Insured for the City. This provision also applies to the Contractor's Workers' Compensation policy.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after **thirty (30) days' prior written notice (10 days for non-payment)** by certified mail, return receipt requested, has been given to the City. If Contractor's insurer refuses to provide this endorsement, Contractor shall be responsible for providing written notice to the City that coverage will be canceled thirty (30) days after the date of the notice or ten (10) days for non-payment.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage:

Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

The Certificate with endorsements and notices shall be mailed to: City of Milpitas, Attention: Purchasing, 455 East Calaveras Boulevard, Milpitas California, 95035-5411.

Absence of Insurance:

If the CONTRACTOR allows the insurance to lapse, be cancelled, or be reduced below the limits specified in this article, the Contractor shall cause all work in the Project to cease and any delays or expenses caused due to stopping of work and change of insurance shall be considered CONTRACTOR's delay and shall not be considered to increase cost to the City or increase time in which the Project shall be completed.



CITY of MILPITAS

Purchasing Division

455 E. Calaveras Blvd

Milpitas, CA 95035-5479

Phone: 408-586-3161 Fax: 408-586-3170

Addendum No. 1

RFP 2004

For

Delivery of Fire, Emergency Medical First Response, and Related Emergency services

5/17/12

TO ALL PROSPECTIVE BIDDERS:

The City has the following response to questions asked at the pre-proposal conference.

1. Chief Brian Sturdivant is the primary contact for questions related to the RFP. In his absence you may contact Chris Schroeder the City Purchasing Agent at 408-687-1639 or cschroeder@ci.milpitas.ca.gov. The Purchasing Agent will relay your questions to the appropriate City departments to get answers as quickly as possible. Written questions are preferred.
2. The City is strongly interested in proposals that maintain our current standards of performance but as stated on page 4 under Innovative Approaches and Regional Solutions Desired "Proposers to this Request For Proposals are encouraged to "think out of the box". All relevant ideas and potential solutions will receive consideration".
3. Like leasing the fire stations, the question was brought up; would the City consider leasing the equipment? The answer is potentially yes depending on the proposal.
4. The Request for Proposal due date has been changed to June 15, 2012 same time and location.
5. All provisions of the documents and specifications shall remain in full force and effect.

Chris Schroeder
Purchasing Agent



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

Santa Clara Unit

15670 Monterey St.
Morgan Hill, CA 95037
(408) 779-2121
Website: www.fire.ca.gov



May 9, 2012

Brian Sturdivant, Fire Chief
City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035

Chief Sturdivant, *Brian,*

We received the City's RFP #2004 for the delivery of Fire-EMS and related emergency services in early April. After reviewing the document, I have determined we will not be submitting a proposal and we will not be attending the Pre-Proposal Conference on May 11, 2012.

Our decision is based on the following RFP elements:

- CAL FIRE is not interested in a contract agreement that may be for management and support services only. (page 5, paragraph 3)
- By Department Policy we dispatch and communicate with emergency resources that would be under contract from our dispatch facility in Morgan Hill. We would not agree to cede this responsibility to another agency. (page 6, item 1)
- CAL FIRE must receive full monetary compensation for services provided under contract. We cannot receive or accept credits for provided equipment nor does the State wish to purchase equipment owned by the City. (page 7, paragraph 1)
- CAL FIRE has no desire to lease City infrastructure. We cannot accept fiscal responsibility for facility maintenance and repair. While we may perform such work to staff skills and abilities, the City must provide funding. (page 7, paragraph 3)
- CAL FIRE is unwilling to accept the responsibility for fueling facilities or the fuel itself. The City must retain environmental responsibility and fund fuel costs. (page 7, paragraph 4)
- CAL FIRE will only enter into a maximum five (5) year contract term. (page 10, paragraph 2)
- We understand that concession and working condition negotiations may still be ongoing between the City and represented groups within the Fire Department. CAL FIRE typically does not submit proposals while such discussions are occurring without very detailed discussions with both City Management and the effected Labor groups.

CONSERVATION IS WISE-KEEP CALIFORNIA GREEN AND GOLDEN

PLEASE REMEMBER TO CONSERVE ENERGY. FOR TIPS AND INFORMATION, VISIT "FLEX YOUR POWER" AT WWW.CA.GOV.

We appreciate you sending us your RFP document and being considered as a potential respondent. Again, however we are declining to respond. We wish the City well during these difficult conditions and will otherwise support you where we can.

Sincerely,

A handwritten signature in black ink, appearing to read "S. F. Woodill". The signature is fluid and cursive, with a large initial "S" and "F" that are connected to the first letters of the last name.

Steven F. Woodill, Chief
CAL FIRE - Santa Clara Unit
(408) 779-2121