

REQUEST FOR QUALIFICATIONS

FOR

ADVANCED LIFE SUPPORT AMBULANCE TRANSPORT SERVICES

RFQ No. 21-01

Sonoma County Fire District



Released on January 21, 2021

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REQUEST FOR QUALIFICATION FOR ALS AMBULANCE SERVICES

The Sonoma County Fire District (hereinafter referred to as “District”) is soliciting Proposals from qualified ambulance service providers (hereinafter referred to as “Proposer”) to provide Emergency and Non-Emergency Ambulance Services to the District as a subcontractor to the District. The awarded Proposer, (hereinafter referred to as “Proposer/Contractor” depending on context) will provide the requested services in accordance with the Sample Professional Service Agreement, **Appendix A** “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 all solicitation attachments/exhibits. The initial term for this Request for Qualification (RFQ) will be three (3) years; with two (2) one-year option(s) to renew. After the first five (5) year term, there will be an option for a further five (5) year renewal. The total number of years for this contract is ten (10) years including renewal options.

GENERAL INFORMATION

The District was established and operates pursuant to the Fire Protection District Law of 1987 (Health and Safety Code section 13800 et seq.) under the authority of an elected Board of Directors. The District continues decades of community fire and emergency services and was formed through the LAFCO process consolidating the Bennett Valley Fire District, Mountain Volunteer Fire Department, Rincon Valley Fire Protection District, Russian River Fire Protection District and the Windsor Fire Protection District. The District serves the communities of Windsor, Larkfield, Wikiup, Mark West, Mountain, Middle Rincon, Bennett Valley, Bellevue, Graton Casino, Guerneville, and Rio Nido through nine strategically located fire stations. The District is currently in the LAFCO process to further consolidate with the Forestville Fire Protection District and Bodega Bay Fire Protection District with implementation anticipated by the end of 2021.

The District is an “all risk” municipal fire district providing a wide range of services. These District-wide services include fire suppression, fire protection, building safety & regulation, inspection, hazardous materials response, rescue, fire investigation, and Emergency Medical Services First Response and Transport Services at both the ALS and the BLS levels pursuant to Health and Safety Code section 1797.201. The District has an annual budget of more than \$20 million for fiscal year 2020-2021. The consolidated District covers an area of 192 square miles and a population of over 75,000 residents, plus an additional 181 square miles of ambulance service area outside District boundaries extending through the lower Russian River region to the coast. When the Forestville and Bodega Bay Fire Protection Districts consolidate with the District, the combined ambulance service area will be more than 600 square miles.

The District is dispatched through the regional REDCOM Communication Center in Santa Rosa in accordance with a Joint Powers Agreement. The District participates in a countywide emergency response system.

The District is engaging in this subcontracting RFQ under the direction of the District Board of Directors in anticipation of submitting a competitive bid to the upcoming Sonoma County Emergency Ambulance Contract Request for Proposals (RFP). The successful Proposer shall be expected to

participate in developing a bid for submission to a countywide emergency ambulance RFP for the County of Sonoma anticipated to be released in the first quarter of 2021. If the District is awarded the County contract, the ambulance provider shall respond to all dispatch requests including emergency and non-emergency responses throughout the contract service area. These responses may include but are not limited to sick and ill persons, vehicle accidents, rescues, inter-facility transfers (IFTs), structure fires, and any other incidents that may arise. The successful proposer may be dispatched to traditionally “non-EMS” related incidents such as structure fires, HazMat, Law Enforcement activities, and stand-by community events. The successful proposer shall not engage in any firefighting, rescue or law enforcement activities. If the District is not awarded the Countywide contract, the District reserves its rights under the California Health and Safety Code, Section 1797.201, to continue to provide both emergency and non-emergency ambulance transport.

The successful Proposer shall have experience in similar types of services. All Proposers responding to this RFQ will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, cost and responsiveness, and understanding of services to meet the needs and concerns of District in provided Countywide emergency transport services. The successful bidder, upon execution of a contract with the District, shall not submit an independent proposal in competition with the District to the County ambulance RFP.

- 1. Important Notice:** District 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. The District’s Finance Division shall be the official contact for this RFQ, Section II, Subsection 2, Inquiries, and will provide all official communication concerning this RFQ. **Proposers are not to contact any other District personnel including elected Board Members with any questions or clarifications concerning this RFQ.** Any District response relevant to this RFQ other than through or approved by District’s Finance Division is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by the District, a written addendum shall be issued and the information will be posted on District’s website at www.sonomacountyfd.org. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the District’s Finance Division. It is the responsibility of each Proposer to periodically check the District’s website to ensure that it has received and reviewed all addenda to this solicitation. The District will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

- 2. Schedule of Events:** This Request for Qualifications shall be governed by the following schedule, which is tentative until the County RFP, if any, is finalized:

Release of RFQ	January 21, 2021
Mandatory Pre-Proposal Conference	February 1, 2021 at 10:00 a.m.
Deadline for Written Questions	February 4, 2021 at 10:00 a.m.
Responses to Questions Posted on Web	February 5, 2021 at 5:00 p.m.
Proposals are Due	March 4, 2021 at 12:00 p.m.
Bid opening	March 4, 2021 at 2:00 p.m.
Presentations/Interviews	March 22 – 26, 2021

**Award
Contract Negotiations**

**Tentative
Tentative**

Service begins

July 1, 2022

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

Pre-Proposal Meeting: A MANDATORY pre-proposal meeting will be held on February 1, 2021 at **8200 Old Redwood Highway, Windsor, CA 95492**. If COVID restrictions are enforce, the meeting will be via online video conferencing. Proposers will be required to submit an email request to secure a reservation to either meeting. The meeting is held to allow for questions and clarification concerning District's RFQ, the process, scope of services, and subsequent contract award.

GENERAL INSTRUCTIONS AND PROVISIONS

1. Proposal Format Guidelines: Interested entities or contractors are to provide the District with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 30 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. Proposal should be straightforward, concise, and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFQ instructions, responding to the RFQ 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 risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer’s response:

A. Vendor Application Form and Cover Letter: Complete Vendor Application Form, **Appendix B**, and attach to the cover letter. 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 Windsor California, and the office from which the project will be managed.

B. Background and Project Summary Section: The Background and Project Summary Section should describe the Proposer’s understanding of the District, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Appendix C** of this RFQ.

C. 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 of this RFQ.

D. Qualifications & Experience: Describe the qualifications and experience of the organization or entity performing services/projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. If the provider has been in business less than five years, the proposer shall detail key individual’s past 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 for.

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 that you operate in the County of Sonoma that are involved in ambulance operations/ambulance transportation related services.
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 similar to the requirements for this RFQ, 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.
10. Provide copies of the organization's ethical standards, confidentiality policies, managerial philosophy, customer service standards and standards of service quality. State the manner in which 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. Membership in and/or good standing with a professional organization devoted to encouraging and maintaining ethical or service standards such as the American Ambulance Association, California Ambulance Association, CAAS, etc.
 - 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 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. District 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.

E. 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. Information shall include:

1. Provide a list and short description of all the vehicles proposed to be used in the performance of services. If the organization does not currently own or lease a sufficient number of 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 facility.

3. Provide a detailed description of the security plan for personnel, vehicles, equipment/supplies, and facilities.

F. 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 the District 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.

G. Staffing: It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions. Provide a list of staff who will be assigned under this contract.

1. The information requested in this section should describe how Proposer intends to fulfill all staffing-related requirements specified in the Scope of Work.
2. Proposer agrees that, once assigned to work under the contract, key personnel shall not be removed or replaced without written notice to District. 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 District, and shall, subject to the concurrence of District, replace such personnel with personnel of substantially equal ability and qualifications.
3. If the District is awarded the contract to provide countywide emergency ambulance services, and the proposer is not the current provider, the proposer shall agree to give first right of refusal to the incumbent workforce that may be displaced, pursuant to the County EMS Ordinance. The Proposer shall describe their process to on board the incumbent workforce.

H. Cost Proposal: All Proposers are required to use **Cost Proposal Sheets, Appendix D** to be submitted 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.

I. Disclosure: Please disclose any and all past or current business and personal relationships with any current elected official, appointed official, District employee, or family member of any current elected official, appointed official, or District employee. **Any past or current business relationship may not disqualify the firm from consideration.**

J. Sample Professional Service Agreement: The proposal selected by the District will be required to execute a Professional Service Agreement with District. A sample of the Agreement is enclosed as **Appendix A**. The agreement may be modified to suit the specific services and needs of the District. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See Section 11 of this RFQ below.

K. Checklist of Forms to Accompany Proposal: As a convenience to Proposers, following is a list of the forms, **Appendix B** included in this RFP, which should 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:

- A. **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- B. **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate, and reliable presentation.
- C. **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the District.
- D. **Number of Proposals:** Submit one electronic copy of your Proposal to the District at ambulanceRFQ@sonomacountyfd.org in sufficient detail to allow for thorough evaluation and comparative analysis.
- E. **Submission of Proposals:** Submit one electronic copy of your Proposal to the District at ambulanceRFQ@sonomacountyfd.org in sufficient detail to allow for thorough evaluation and comparative analysis. The District will confirm receipt of a legible and readable electronic copy of each Proposal. Proposals must be received no later than **12:00 p.m. (PST) on February 28, 2021**. Proposals will not be accepted after this deadline. Faxed or hard copies of Proposals will not be accepted. **NO EXCEPTIONS.**

The subject line of the email shall read:

RFQ No. 21-01 ALS AMBULANCE TRANSPORT SERVICES

- F. **Inquiries:** Questions about this RFQ must be directed in writing, via e-mail to:

Facilitator: District Finance Director Terri Buldoc; ambulanceRFQ@sonomacountyfd.org

The District reserves the right to amend or supplement this RFQ prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the District website at www.sonomacountyfd.org. Proposers should check this web page daily for new information. The District will endeavor to timely answer all written questions received no later than **January 28, 2021**. The District reserves the right to not answer all questions.

From the date this RFQ is issued until a proposal or entity is selected and the selection is announced, Proposers, including public entities, are not allowed to communicate outside the process set forth in this RFQ with any District employee including the Board of Directors, other than the contracting officer listed above regarding this RFQ. The District reserves the right to reject any Proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the District.

- G. **Conditions for Proposal Acceptance:** This RFQ does not commit the District to award a contract or to pay any costs incurred for any services. The District, at its sole discretion,

reserves the right to accept or reject any or all Proposals received as a result of this RFQ, negotiate with any qualified source(s), or to cancel this RFQ in part or in its entirety. The District may waive any irregularity in any Proposal. All Proposals will become the property of the District. If any proprietary information is contained in the Proposal, it should be clearly identified.

H. Insurance & W-9 Requirements: Upon recommendation of contract award, Contractor will be required to submit the following documents within ten (10) days of the District's notification, unless otherwise specified in the solicitation:

- **Insurance** – The District 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 the District for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish to the District 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).

3. Evaluation Criteria: The District's evaluation and selection will be conducted in accordance with their standard procurement process. The most responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. 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 of Experience**
3. **Equipment & Facilities**
4. **Staffing**
5. **Cost Proposal**

4. Evaluation of Proposals and Selection Process: The District will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the District's staff, community leaders, subject matter experts, and outside experts, will screen and review all Proposals according to the weighted 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 RFQ. The District may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFQ. At any time during the evaluation process, the District 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. The District may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the District. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The District may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the District may elect to negotiate directly with one or more Proposers to obtain the best result for the District prior to making a recommendation or selection.

C. Interviews, Reference Checks, Revised Proposals, 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. Interviews, if held, are tentatively scheduled for the week of March 15 – 19, 2021 and will be conducted at Sonoma County Fire District, 8200 Old Redwood Highway, Windsor, CA, 95492. 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. 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 an oral interview, the District 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. The District may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. **The District may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.**

Recommendation to the Board of Directors 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 period determined by the District, the District may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFQ.

5. 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 the District.

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

6. Responsibility of Proposers: The District shall not be liable for any expenses incurred by potential Contractors 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 RFQ.

- Submitting that Proposal to District
- Negotiating with the District 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.

7. 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 RFQ, protest, or any other written communication between District and Proposer, shall be available to the public. The District intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the Board of Directors and an award has been made.

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 District 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 District withhold from disclosure information identified as confidential, and the District complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless District 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 the District, its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to

withhold the information from disclosure and may release the information sought without any liability to the District.

8. Ex Parte Communications: Proposers and Proposers' representatives should not communicate with the District Board members about this RFQ. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFQ with an officer, employee, or agent of the District, including any member of the evaluation panel, apart from the RFQ Facilitator, regarding this RFQ 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 the District 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 District on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, in **Appendix B** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

9. 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 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.

10. Disclosure of Governmental Position: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the District, 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 in **Appendix B**.

11. Conditions to Agreement: The selected Proposer will execute a Professional Service Agreement for Services with the District 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 RFQ, which may be modified by the District.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance and indemnification requirements have been mandated by the District 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 RFQ and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

12. 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 on the basis of 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.

13. Standard Terms and Conditions: The District reserves the right to amend or supplement this RFQ prior to the Proposal due date. All addendum(s) and additional information will be posted to the District website www.sonomacountyfd.org. Proposers should check this web page daily for new information.

APPENDIX A

SAMPLE PROFESSIONAL SERVICE AGREEMENT

SONOMA COUNTY FIRE DISTRICT PROFESSIONAL SERVICES AGREEMENT WITH

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ (“Effective Date”), by and between the Sonoma County Fire District (“District”), and _____, a [NAME and type of corporation] (“Proposer”).

WITNESSETH:

A. WHEREAS, District proposes to utilize the services of Proposer as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, Proposer 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

C. WHEREAS, District and Proposer desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of the District has a financial interest, within the provisions of California Government Code section 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY PROPOSER

1.1. Scope of Services. Proposer shall provide the professional services described in District’s Request for Qualifications (“RFQ”), attached hereto as Exhibit “A,” and Proposer’s Response to District’s RFQ (the “Response”) attached hereto as Exhibit “B,” both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Proposer pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional contractors in similar fields and circumstances in accordance with sound professional practices. Proposer also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise the District of any changes in any laws that may affect Proposer’s performance of this Agreement.

1.3. Performance to Satisfaction of the District. Proposer agrees to perform all the work to the complete satisfaction of the District and within the hereinafter specified. Evaluations of the work will be done by the District Fire Chief or his or her designee. If the quality of work is not satisfactory, the District in its discretion has the right to:

- (a) Meet with Proposer to review the quality of the work and resolve the matters of concern.
- (b) Require Proposer to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Proposer warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Proposer shall indemnify and hold harmless the District from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against the District for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Proposer's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Proposer shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Government Code section 12940.

1.6. Non-Exclusive Agreement. Proposer acknowledges that District may enter into agreements with other Proposers for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of the District. Proposer may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Proposer's sole cost and expense.

1.8. Confidentiality. Proposer in the course of their duties may have access to certain data of the District. Proposer covenants that all data, documents, discussion, or other information developed or received by Proposer or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Proposer without written authorization by the District. The District shall grant such authorization if disclosure is required by law. All District data shall be returned to the District upon the termination of this Agreement. Proposer's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Proposer shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Proposer's total compensation shall not exceed _____ Dollars (\$ _____.00).

2.2. Additional Services. Proposer shall not receive compensation for any services provided outside the scope of services specified in the Proposer's Proposal unless the District or the Program Manager for this Project, prior to Proposer 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.

2.3. Method of Billing. Proposer may submit invoices to the District for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Proposers' services which have been completed to the District's sole satisfaction. The District shall pay Proposer's invoice within forty-five (45) days from the date the District receives said invoice. Each invoice shall describe in detail, the

services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Proposer's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to the District or its Program Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence on the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Program Schedule approved by the District as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Program Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, 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.

4.2. Notice of Termination. The District reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Proposer. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Proposer shall immediately stop rendering services under this Agreement unless directed otherwise by District.

4.3. Compensation. In the event of termination, District shall pay Proposer for reasonable costs incurred and professional services satisfactorily performed up to and including the date of District 's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the District or in the possession of the Proposer.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Proposer in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the District within ten (10) days of delivery of termination notice to Proposer, at no cost to the District. Any use of uncompleted documents without specific written authorization from Proposer shall be at District 's sole risk and without liability or legal expense to Proposer.

5.0. INSURANCE

- 5.1. Minimum Scope and Limits of Insurance. Proposer shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by the District.
- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence; and Six Million Dollars (\$6,000,000.00), for a general aggregate limit.
 - (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than Five Million Dollars (\$5,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
 - (c) Workers' compensation insurance as required by the State of California. Proposer agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against District, its officers, agents, employees, and volunteers arising from work performed by Proposer for the District and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
 - (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Ten Million Dollars (\$10,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Proposer shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.
- 5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:
- (a) Additional insureds: The District and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Proposer pursuant to its contract with District; products and completed operations of the Proposer; premises owned, occupied or used by the Proposer; automobiles owned, leased, hired, or borrowed by the Proposer."
 - (b) Notice: "Said policy" shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to District.
 - (c) Other insurance: "The Proposer's insurance coverage shall be primary insurance as respects District of, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by District of shall be excess and not contributing with the insurance provided by this policy."
 - (d) Any failure to comply with the reporting provisions of the policies shall not affect

coverage provided to the District of, its officers, officials, agents, employees, and volunteers.

- (e) The Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by the District. No policy of insurance issued as to which the District is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.
- 5.4. Certificates of Insurance. Proposer shall provide to the District certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by District, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.
- 5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Proposer may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

- 6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.
- 6.2. Representatives. The Fire Chief or his or her designee shall be the representative of the District for purposes of this Agreement and may issue all consents, approvals, directives, and agreements on behalf of the District, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

- 6.3. Project Managers. The District shall designate a Program Manager to work directly with Proposer in the performance of this Agreement.

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

- 6.4. Notices. Any notices, documents, correspondence, or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

DISTRICT

Sonoma County Fire District
Attn: Finance Manager Terri Buldoc
8200 Old Redwood Highway
Windsor CA 95492
Facsimile (707) 838-1173

PROPOSER

- 6.5. Drug-free Workplace Policy. Proposer shall provide a drug-free workplace by complying with all provisions set forth in District's Lexipol Policy 1022, attached hereto as Exhibit "F" and incorporated herein by reference. Proposer's failure to conform to the requirements set forth in Policy 1022 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by the District.
- 6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.
- 6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Sonoma County, California.
- 6.8. Assignment. Proposer shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Proposer's interest in this Agreement without the District's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of the District 's consent, no subletting or assignment shall release Proposer of Proposer's obligation to perform all other obligations to be performed by Proposer hereunder for the term of this Agreement.
- 6.9. Indemnification and Hold Harmless. Proposer agrees to defend, indemnify, hold free and harmless the District, its elected officials, officers, agents, and employees, at Proposer's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against District, its elected officials, officers, agents and employees arising out of the performance of the Proposer, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Proposer, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Proposer, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the District, its elected officials, officers, agents and employees based upon the work performed by the Proposer, its employees, and/or authorized subcontractors under this Agreement, whether or not the Proposer, its employees, and/or

authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Proposer shall not be liable for the defense or indemnification of the District for claims, actions, complaints, or suits arising out of the sole active negligence or willful misconduct of the District. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Proposer's Proposal, which shall be of no force and effect.

- 6.10. Independent Contractor. Proposer is and shall be always acting as an independent contractor and not as an employee of the District. Proposer shall have no power to incur any debt, obligation, or liability on behalf of the District or otherwise act on behalf of the District as an agent. Neither the District nor any of its agents shall have control over the conduct of Proposer or any of Proposer's employees, except as set forth in this Agreement. Proposer shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of the District. Proposer shall secure, at its sole expense, and be responsible for all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Proposer and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Proposer shall indemnify and hold the District harmless from all taxes, assessments, penalties, and interest asserted against the District by reason of the independent contractor relationship created by this Agreement. Proposer further agrees to indemnify and hold the District harmless from any failure of Proposer to comply with the applicable worker's compensation laws. The District shall have the right to offset against the amount of any fees due to Proposer under this Agreement any amount due to the District from Proposer as a result of Proposer's failure to promptly pay to the District any reimbursement or indemnification arising under this paragraph.
- 6.11. PERS Eligibility Indemnification. In the event that Proposer or any employee, agent, or subcontractor of Proposer providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the District, Proposer shall indemnify, defend, and hold harmless the District for the payment of any employee and/or employer contributions for PERS benefits on behalf of Proposer 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 the District.

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

- 6.12. Cooperation. In the event any claim or action is brought against the District relating to Proposer's performance or services rendered under this Agreement, Proposer shall render any reasonable assistance and cooperation which the District might require.
- 6.13. Ownership of Documents. All findings, reports, documents, information, and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Proposer or any of its subcontractors during performance of this Agreement, shall be and remain the sole property of the District. Proposer agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of the District. Any use of such documents for other projects not contemplated by this Agreement, and any use of

incomplete documents, shall be at the sole risk of the District and without liability or legal exposure to Proposer. The District shall indemnify and hold harmless Proposer from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from District's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Proposer. Proposer shall deliver to the District any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by the District or its authorized representative, at no additional cost to the District.

- 6.14. Public Records Act Disclosure. Proposer has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Proposer, or any of its subcontractors, pursuant to this Agreement and provided to District may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Proposer informs District of such trade secret. District will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. District 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.
- 6.15. Conflict of Interest. Proposer and its officers, employees, associates, and sub-Proposers, if any, will comply with all conflict-of-interest statutes of the State of California applicable to Proposer's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Proposer and its officers, employees, associates, and sub-Proposers shall not, without the prior written approval of District Representative, perform work for another person or entity for whom Proposer is not currently performing work that would require Proposer or one of its officers, employees, associates or sub-Proposers to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.
- 6.16. Responsibility for Errors. Proposer shall be responsible for its work and results under this Agreement. Proposer, when requested, shall furnish clarification and/or explanation as may be required by District's representative, regarding any services rendered under this Agreement at no additional cost to District. In the event that an error or omission attributable to Proposer occurs, then Proposer shall, at no cost to District, provide all necessary design drawings, estimates and other Proposer professional services necessary to rectify and correct the matter to the sole satisfaction of District and to participate in any meeting required with regard to the correction.
- 6.17. Prohibited Employment. Proposer will not employ any regular employee of District while this Agreement is in effect.
- 6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached 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 such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.
- 6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

- 6.20. No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of District and Proposer and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
- 6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
- 6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 6.23. Amendments. Only writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.
- 6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.
- 6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.
- 6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- 6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

DISTRICT:

[District Board President]

Date: _____

PROPOSER:

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Counsel

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager
Fire Chief

Date: _____

APPROVED AS TO PURCHASING:

Finance Director

Date: _____

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. 21-01
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
 GOVERNMENT AGENCY

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 District Board member concerning **RFP No. 21-01 ALS AMBULANCE TRANSPORT SERVICES** at any time after **January 15, 2021**.

Signature

Date: _____

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **January 15, 2021** with a District Board member concerning **RFP No. 21-01 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. Use additional pages if necessary.

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: _____ Email Address: _____

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: _____

Address: _____

Email: _____

Brief Contract Description: _____

Company Name: _____ Telephone Number: _____

Contact Name: _____ Contract Amount: _____

Email: _____

Address: _____

Brief Contract Description: _____

Company Name: _____ Telephone Number: _____

Contact Name: _____ Contract Amount: _____

Address: _____

Email: _____

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.**

Name	Classification/Title	Years of Experience

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

Name	Classification/Title	Years of Experience

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

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 District approval. District reserves the right to have any of Proposer's personnel removed from providing services to District under this Contract. District is not required to provide any reason for the request for removal of any Proposer personnel.

APPENDIX C
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. Pursuant to Health and Safety Code section 13862 and Government Code section 54980, 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. This Request for Qualifications (RFQ) was authorized by the Sonoma County Fire District (“District”) Board of Directors pursuant to its powers under sections 13862 and 54980; as well as the District’s sovereign authority over the provision, administration, and operational control of all prehospital EMS within its jurisdiction, including, but not limited to, emergency ambulance response and patient transport services at both the Basic Life Support and Advanced Life Support levels, pursuant to Health and Safety Code section 1797.201.

2. History

The District was established and operates pursuant to the Fire Protection District Law of 1987 (Health and Safety Code section 13800 et seq.) under the authority of an elected Board of Directors. The District continues decades of community fire and emergency services and was formed through the LAFCO process consolidating the Bennett Valley Fire District, Mountain Volunteer Fire Department, Rincon Valley Fire Protection District, Russian River Fire Protection District and the Windsor Fire Protection District. The District serves the communities of Windsor, Larkfield, Wikiup, Mark West, Mountain, Middle Rincon, Bennett Valley, Bellevue, Graton Casino, Guerneville, and Rio Nido through nine strategically located fire stations. The District is currently in the LAFCO process to further consolidate with the Forestville Fire Protection District and Bodega Bay Fire Protection District with implementation anticipated by the end of 2021.

The District is an “all risk” municipal fire district providing a wide range of services. These District-wide services include fire suppression, fire protection, building safety & regulation, inspection, hazardous materials response, rescue, fire investigation, and EMS First Response and Transport Services at both the ALS and BLS levels pursuant to Health and Safety Code section 1797.201. The District has an annual budget of more than \$20 million for fiscal year 2020-2021. The consolidated District serves an area of 192 square miles and a population of over 75,000 residents, plus an additional 181 square miles of ambulance service area outside District boundaries extending through the lower Russian River

region to the coast. When the Forestville and Bodega Bay Fire Protection Districts consolidate with the District, the combined ambulance service area will be more than 600 square miles.

The District is dispatched through the regional REDCOM Communication Center in Santa Rosa in accordance with a Joint Powers Agreement. The District participates in a countywide emergency response system.

3. Vision/Mission/Values

The contractor shall ensure that its personnel are in compliance with the District's Vision, Mission, and Values Statements at all times. These can be found on the District's website at www.sonomacountyfd.org.

One of the many critical functions of the District is the provision of prehospital EMS. The primary mission of the District's EMS 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:

- a. **Patient Care** - Superior patient care provided proficiently and compassionately by Paramedics and EMTs who conduct themselves with dignity and humility.
- b. **Resource Utilization** - Deployment of resources in a manner that is operationally efficient and maximally effective in achieving the best patient outcomes practical.
- c. **System Adaptability** - Maximum flexibility for ongoing adaptation to the rapid changes in EMS/prehospital care specifically, and community health and safety generally.
- d. **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.

4. Philosophy

This RFQ is an official and legal document written by the District 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.

5. Scope of Work Overview

The District is soliciting proposals from qualified organizations to contract for the provision of ALS Ambulance Transport services for the District in furtherance of its EMS mission. All ambulance services described in this RFQ document and Scope of Work refer only to *ground* ambulance services.

The District desires to staff up to **thirteen 24-hour units seven days per week (113,880-unit hours per year) with one (1) EMT/P and one (1) EMT provided by a single Contractor.** Service Area and Reference Maps are attached as **Appendix E** to this RFQ. The District intends to bill and collect for all services provided by Contractor. The District shall provide dispatching services at no cost to the Contractor for dispatching of 911 responses. The Scope of Work to be provided by Contractor may be categorized into four (4) service tiers:

- a. **First Tier Service: ALS Ambulance Transport all inclusive**
- b. **Second Tier Service: Reserve Ambulances**
- c. **Third Tier Service: Surge Plan**
- d. **Fourth Tier 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 Sonoma County.

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

DISTRICT – Program management.

DISPATCH – Communications Center.

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

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

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

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

LEMSA – Local Emergency Medical Services Agency.

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

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

RFQ – The “District Request for Qualifications for ALS Ambulance Transport Services (i.e., this document).

PROPOSAL – The official response to this RFQ by an organization that is competing in the RFQ 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 RFQ process (e.g., Oral Presentation statements, compliance with RFQ process procedural requirements, etc.)

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 District. 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 the District'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 RFQ/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, materiel, 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 the District who will serve as the primary contact and interface, and whose office shall be in Sonoma County or as close to as practical and agreed upon by the District. In order 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 is at least one designated Field Supervisor(s), stationed within Sonoma County, who is immediately available by mobile phone and REDCOM radio channels to the on-duty District EMS Chief/Supervisor or designee at all times during the shift. The Field Supervisor shall be able to respond to any incident within 15 minutes of being requested by Dispatch/District. 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 District 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 the District any protocol that appears to

conflict with other protocols in order to reconcile the inconsistency, contradiction, and/or ambiguity.

8. Time Standards – The Agreement issued as a result of this RFQ will include a one hundred percent (100%) compliance to the response time standards specified to all areas of District 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 District '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 RFQ 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 the District. Contractor agrees that their participation shall entail no additional cost to District unless determined 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 RFQ document, including the Scope of Work and all other attachments and addendums. Although many items in this RFQ 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 RFQ 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 the District for costs for the development and implementation for this RFP process shall not exceed \$300,000. 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. First Tier Services: ALS AMBULANCE TRANSPORT SERVICES

1. **General** – Contractor shall provide; Thirteen Ambulance units deployed 24 hours per day, 365 days per year, for a total of 113,880 yearly unit hours. Contractor shall ensure that all thirteen units are at all times staffed by One (1) Paramedic (EMT/P) and one (1) Emergency Medical Technician’s (EMT) certified in Sonoma County. In addition to the ambulance unit staffing, proposer shall provide at least 1 field Supervisors on Duty 24 hours per day (this can be a single 24 hour and a 12 hour etc.)
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 also the specific *process* by which qualified EMTs would be selected for assignment to a District contract Ambulance.
 - a. The Proposal shall describe the staffing model(s) that will be used to meet the minimum number of unit hours required (shift schedules, etc). Proposer shall provide a breakdown of salaries and benefits for each model to ensure compliance with local, state and federal labor laws, including “living wage” provisions.
 - 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 District 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 District 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 Sonoma 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 Department of Motor Vehicles Driving Record Report as requested by District. Contractor shall utilize the California Department 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 District 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 District contract employees shall wear uniforms that are approved by the District for the exclusive use by contract ambulance employees when functioning as an on-duty EMT or paramedic on a District contract Ambulance. Uniform requirements may be changed at any time during the duration of the contract at the sole discretion of the Fire Chief.
- 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. Portable VHF-HI Radios – Contractor shall be responsible for, and bear all costs regarding, the provision of portable system compatible VHF-HI radios for each on-duty unit to communicate with all 911 system providers and REDCOM. Due to the importance of safety and good team communications, portable radios will be deemed part of the uniform for contract ambulance personnel.
- d. 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, District and Contractor will mutually agree on the specific brand/model/type of PPE to be used.

7. Employee Appearance & Behavior

- a. District Policies/Procedures – Contractor shall ensure that employees adhere to all relevant District policies/procedures regarding appearance and behavior. District 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.
- b. General Appearance – Contractor shall ensure that employees at all times look and act in a professional manner to instill confidence in the citizens we serve, and to preserve the reputation of the District and the Fire Service/EMS profession generally.
- c. Grooming & Hygiene – Employees shall be clean and well-groomed at all times while on-duty or otherwise representing the District, and exercise good personal hygiene habits in accordance with District policies, procedures, and standards.

- 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 are capable of performing 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.
8. **Vehicle Specifications** – Contractor may use any 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 Sonoma County EMS Agency. All vehicles are subject to the approval of the District.
9. **Minimum Required Equipment / Supplies / Inventory**
- a. On-Board VHF-HI - Each ambulance shall be equipped with an on-board VHF-HI radio programmed with the REDCOM public safety radio channel for communications with all 911 provider agencies and hospitals.
 - b. Mobile Data Computer (MDC) Automatic Vehicle Locator (AVL) System – Each ambulance shall be equipped with an MDC that includes AVL hardware and software/GPS system that interface with REDCOM and the REDCOM Computer Aided Dispatch System.
 - c. 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 District EMTs or Paramedics in the patient compartment (2 headsets).
 - d. Medical Equipment & Supplies Inventory – Contractor shall ensure that the medical equipment and supplies inventory of all ambulances complies with Sonoma County protocols.
 - e. 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 District.
 - f. 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.

10. **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 the District to inspect vehicle service records.

11. **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.
- 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 District EMS Supervisor 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.

12. **Operations**

- a. Dispatch – 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 Paramedics on the scene. Scene management is defined by Californian statute and resides with the Fire Captain/Incident Commander and/or the Paramedics in charge of the patient and/or incident. Contract employee’s actions should be in support of, and consistent with those efforts. Contract employees shall respond to the directions of District 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 fire responder agency arrives on scene and assumes command of the incident.

13. **Time Standards** – The following ground ambulance time standards must be met at a compliance rate of at least 90% (fractile) by contract crews. Monetary penalties at a rate not less than that of the County contract will be applied for non-compliance with time standards.

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

E. Second Tier 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.
 - 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 the District contract.
3. **Minimum Required Equipment / Supplies / Inventory**
 - a. On-Board VHF-HI - Each reserve ambulance shall be equipped with an on-board VHF-HI radio programmed with the REDCOM public safety radio channel for communications with all 911 provider agencies and hospitals.
 - b. Mobile Data Computer (MDC) Automatic Vehicle Locator (AVL) System – Each reserve ambulance shall be equipped with an MDC that includes AVL hardware and software / GPS system that interface with REDCOM and the REDCOM Computer Aided Dispatch System.
 - c. 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 District EMTs or Paramedics in the patient compartment (2 headsets).

- d. Medical Equipment & Supplies Inventory – Contractor shall ensure that the medical equipment and supplies inventory of all reserve ambulances complies with Sonoma County protocols.
 - e. 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 District.
 - f. 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 the District to inspect vehicle service records.
5. **Vehicle Replacement**
- a. General Replacement Policy - Whenever a reserve ambulance must be taken out of service for any reason (including mechanical failure and scheduled preventive maintenance) and for any length of time (temporarily or permanently), Contractor shall ensure that a replacement ambulance is immediately provided that meets the same requirements/specifications.
 - b. The Proposal shall describe the replacement ambulance plan, including the designations (unit number) and specifications and mileage of the planned replacement ambulances.

F. Third Tier Services: SURGE PLAN

1. **Surge Capacity Defined** – For purposes of this RFQ and subsequent Agreement with the prevailing Proposer, Surge Capacity is defined as the maximum delivery of emergency ambulance response and transportation services that District’s EMS System can provide when all of its available and potential resources are mobilized. Both District 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. **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 Sonoma County EMS Agency.
4. **Minimum Required Equipment / Supplies / Inventory**
 - a. On-Board VHF-HI - Each surge ambulance shall be equipped with an on-board VHF-HI radio programmed with the REDCOM public safety radio channel for communications with all 911 provider agencies and hospitals.
 - b. Medical Equipment & Supplies Inventory – Contractor shall ensure that the medical equipment and supplies inventory of all surge ambulances complies with Sonoma County protocols.
 - c. 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. The proposal shall describe Proposer’s supply/restock system and explain its plan for restocking surge ambulances.
5. **Special Events** – District 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 the District gives Contractor sufficient advance notice.
6. **Exclusivity Exception** – Contractor will be the exclusive provider of all Contract, surge and backup emergency ambulance services for the District except in exigent and extenuating circumstances.
7. **Data Collection & Reporting** – Contractor shall adhere to all data collection and reporting requirements as set forth by Coastal Valleys EMS Agency. Contractor shall track all relevant data from all ambulance responses initiated by the District. Contractor shall prepare and submit a report (electronic/e-mail preferred) to District on a quarterly basis. Before commencement of the contract period, the District 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) – District Incident Number, Ambulance Unit Number (indicate if another

ambulance company was used), 911 Call Time, Alarm Time, Enroute Time, On Scene Time, At Patient Time, Scene Departure Time, At Hospital Time, Transfer of Care Time, Available Time, Alarm to Enroute Interval Time, Enroute to On Scene Interval Time.

- b. Quarterly Incident Totals Data (includes all incidents during a given 3-month period) – Dispatches, Responses Upgraded to Code 3, Responses Cancelled Enroute, Ambulance Crew First At Patient (prior to District arrival), Dry Runs (arrived on scene but no transport), BLS Transports, ALS Transports, Responses Meeting Alarm to Enroute Interval Time Standard, Responses Exceeding Alarm to Enroute Interval Time Standard, Responses Meeting Enroute to On Scene Interval Time Standard, Responses Exceeding Enroute to On Scene Interval Time Standard.

G. Fourth Tier Services: MUTUAL AID

- 1. **Mutual Aid Plan** – Contractor shall enter into an Agreement with a separate organization that is licensed, qualified, and capable of providing emergency ambulance response and transportation services for situations when there are no District or Contractor ambulances available. The Agreement between Contractor and the separate organization must be approved by the District before it may commence. This Mutual Aid Plan may be completed after the award of the RFQ.
 - a. The Proposal shall describe the Mutual Aid plan/system in detail.

APPENDIX D

COST SHEET EMT (FULL TIME)

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
# 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)

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
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)

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
# 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)

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
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)

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
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

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

COST SHEET A&G

Cost Center	Year 1	Year 2	Year 3	Year 4	Year 5
Rents & Leases					
Utilities					
Office supplies					
Overhead					
Indirect cost					
Other					
Total A&G Cost					

COST SHEET INSURANCE

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

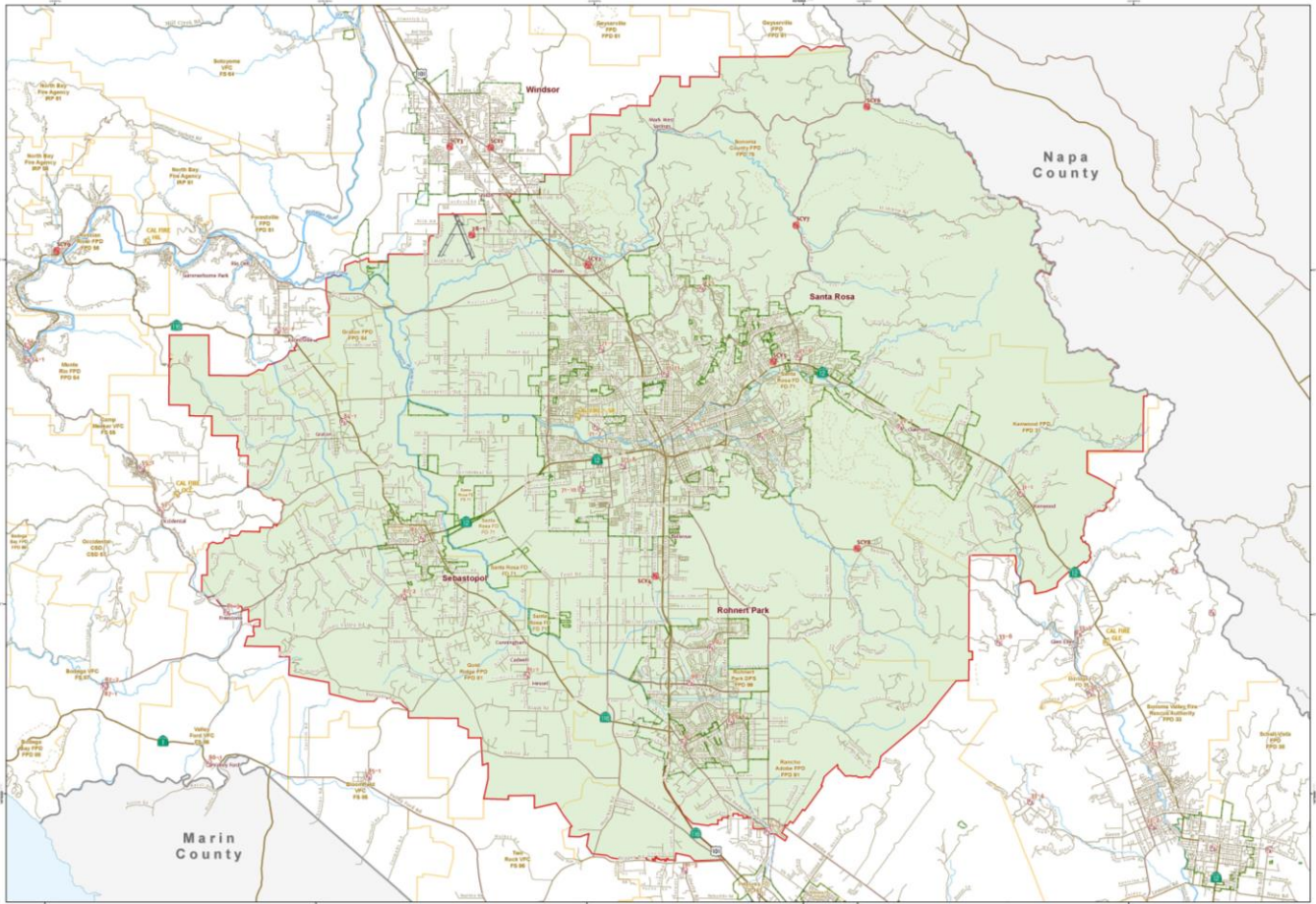
COST SHEET PROFESSIONAL SERVICES

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

APPENDIX E

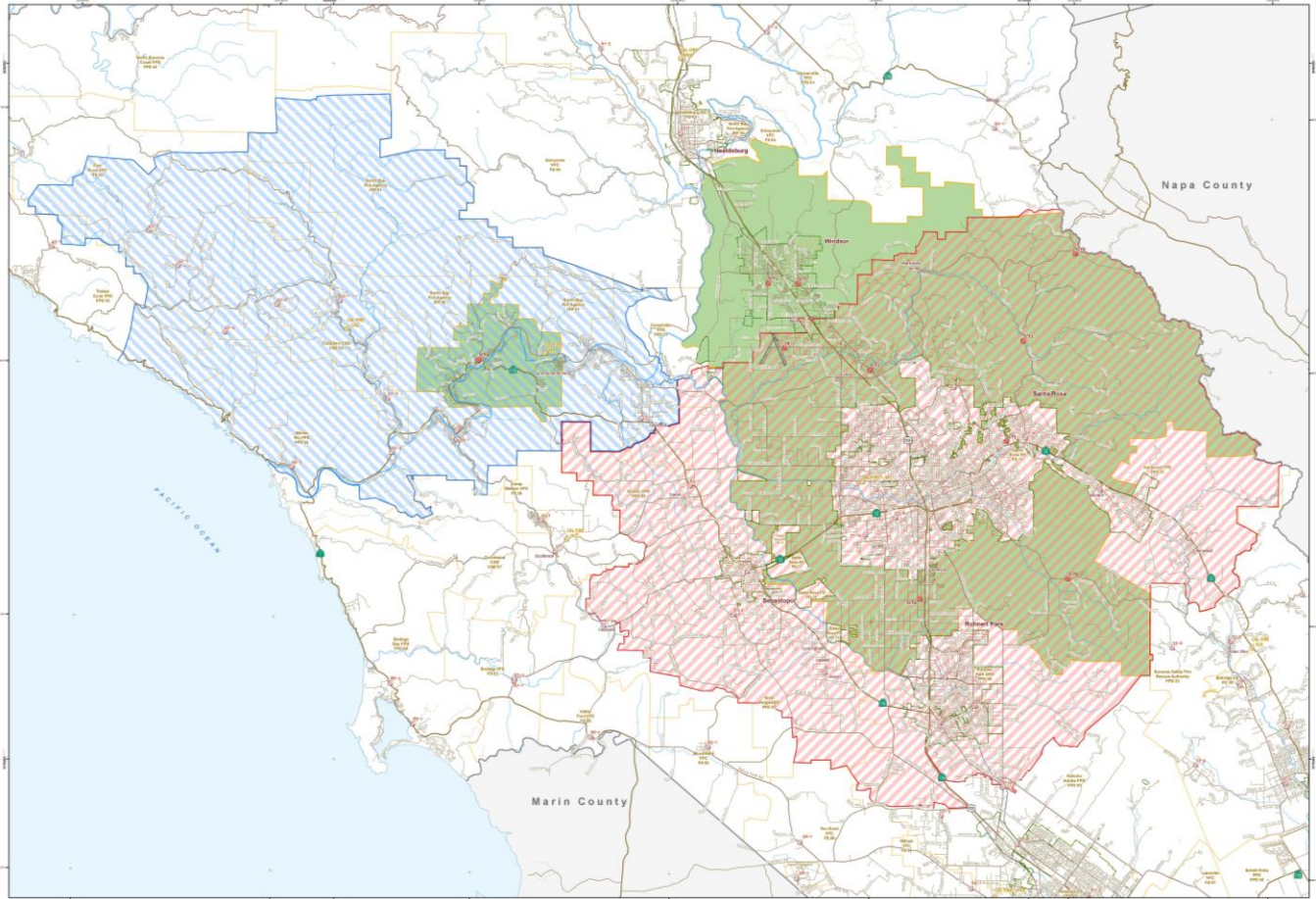
SERVICE AREA AND REFERENCE MAPS

Contract Ambulance Service Area



Green: Contract Ambulance Service Area

Fire District Boundary/ Ambulance Service Areas



Green/Olive/Blue: Fire District Boundary and Existing Fire District Ambulance Service Area
Pink/Hashmark: Contract Ambulance Service Area

APPENDIX F

**SONOMA COUNTY FIRE DISTRICT LEXIPOL POLICY 1022
(ALCOHOL AND DRUG FREE WORKPLACE)**

Drug and Alcohol Free Workplace

1022.1 PURPOSE AND SCOPE

The Sonoma County Fire District prohibits the use of drugs and alcohol in the workplace in order to provide a safer work environment for members and to protect the public's safety and welfare. This policy applies to all members when they are on District property or when performing District-related business elsewhere.

1022.1.1 DEFINITIONS

Definitions related to this policy include:

Controlled substance or drug - Those substances listed in the Controlled Substances Act (21 USC § 812), except that lawful possession or use of medications prescribed by the member's licensed physician shall be excluded.

Reasonable suspicion - Belief based on objective factors, such as behavior, speech, body odor, appearance or other evidence of impairment which would lead a reasonable person to believe that the member may be under the influence of drugs or alcohol.

1022.2 POLICY

It is the policy of the Sonoma County Fire District to provide a drug free workplace for all members.

1022.3 GENERAL GUIDELINES

The Sonoma County Fire District recognizes the need to maintain an attitude of assistance and treatment toward member's problems. However, because of the dangers to members' health and safety and that of the general public, alcohol and drug use in the workplace or on district time shall not be tolerated. Any paid employee violating this policy shall be subject to disciplinary action, up to and including termination. Any volunteer violating this policy may be temporarily or permanently prohibited from performing district duties.

1022.3.1 USE OF PRESCRIBED MEDICATIONS

District members who are medically required to take prescription medications during work hours shall not allow such medications to impair their ability to perform their work.

Any member who is required to take any medication with side effects which might impair his/her ability to fully and safely perform all requirements of the position shall report the need for such medication to his/her immediate supervisor. No member shall be permitted to work or drive a vehicle owned or leased by the District while taking such potentially impairing medication without a written release from his/her physician.

Possession or use of medical marijuana or being under the influence of marijuana on- or off-duty is prohibited and may lead to disciplinary action.

1022.4 PROHIBITED SUBSTANCES

Prohibited substances addressed by this policy include the following (49 CFR 382):

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- (a) Any illegal drug or any substance identified in Section 202 of the Controlled Substance Act (21 USC § 812) and defined by 21 CFR 1300.01. This includes, but is not limited to: marijuana, amphetamines, opiates, phencyclidine (PCP), cocaine and any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration.
- (b) The use of beverages, medication or other substances (e.g., mouthwash, food, candy) containing alcohol such that alcohol is present in the body while performing work-related duties. The concentration of alcohol is measured by an evidentiary breath-testing device.
- (c) The illegal use of legal drugs while performing work-related duties (e.g., misuse of legally prescribed drugs and the use of illegally obtained prescription drugs).

The use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance that carries a warning label that indicates that mental functioning, motor skills or judgment may be adversely affected must be reported immediately to an appropriate supervisor.

Written approval from a qualified health care professional must be provided to the District before the affected member may perform any work-related duties while taking these medications.

1022.5 PROHIBITED CONDUCT

1022.5.1 MANUFACTURE, TRACKING, POSSESSION AND USE

District members affected by this policy are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of prohibited substances while on-duty. Members who violate this prohibited conduct will be subject to disciplinary action, up to and including termination. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

1022.5.2 INTOXICATION OR UNDER THE INFLUENCE

District members affected by this policy who are reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance or not fit for duty shall be suspended from job duties pending an investigation and verification of their condition. Members found to be under the influence of prohibited substances or who fail to pass a drug or alcohol test shall be removed from duty and subject to disciplinary action, up to and including termination. A drug or alcohol test is considered positive if the member is found to have a quantifiable presence of a prohibited substance in the body that is above the minimum thresholds defined in 49 CFR Part 40

1022.5.3 ALCOHOL USE

District members affected by this policy should **not report for duty or remain on-duty when their ability to perform assigned duties is adversely affected by alcohol or when the breath alcohol concentration is 0.01 or greater**. No member affected by this policy shall use alcohol while on-duty, in uniform or while performing job duties. **No member shall perform safety-sensitive functions within eight hours of using alcohol**. The District, having knowledge that

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a driver has used alcohol within eight hours, shall not permit the driver to perform or continue to perform safety-sensitive functions. Violations of these provisions are prohibited and subject to disciplinary action up to and including termination.

1022.5.4 COMPLIANCE WITH TESTING REQUIREMENTS

All members affected by this policy will be subject to urine drug testing and breath alcohol testing.

Any member who refuses to comply with a request for testing shall be removed from duty and subject to disciplinary action, up to and including termination.

In addition, any member who is suspected of providing false information in connection with the test or who is suspected of falsifying test results through tampering, contamination, adulteration or substitution will be required to undergo an observed collection of a urine specimen. Verification of these actions will result in the member's removal from duty and possible disciplinary action, up to and including termination.

Refusal can include an inability to provide a sufficient urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence that results in the member's inability to take the test.

1022.6 DRUG AND ALCOHOL TESTING

Except as provided otherwise in an employee collective bargaining agreement or as modified for volunteers who are required to test under the DOT Drug and Alcohol Testing Policy, the District has the discretion to test a current employee for alcohol or drugs as follows.

1022.6.1 REASONABLE SUSPICION

The District may require a blood test, urinalysis or other drug and/or alcohol screening of those persons reasonably suspected of using or being under the influence of a drug or alcohol at work. With the exception of members described in the DOT Alcohol and Drug Test Policy, testing must be approved by the Personnel Department.

In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion and discuss the matter with the Personnel Department. If there is a reasonable suspicion of drug or alcohol use, the member will be relieved from duty and placed on sick leave if he/she is a paid employee, or restricted from working if he/she is a volunteer, until the test results are received.

1022.6.2 POST-COLLISION TESTING

The following circumstances identify when a member shall be subject to drug or alcohol testing following a collision where a member was operating a district vehicle or apparatus:

- (a) As soon as practicable following a collision, the driver shall be tested for alcohol and/or controlled substances if any of the following conditions exist:
 1. The collision involved the loss of human life.
 2. The driver was cited for a moving violation, under state or local law, within eight hours of the occurrence of the collision.

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- (b) If the driver was cited within 32 hours of the collision, under state or local law, for a moving violation arising from the collision, he/she shall be tested for controlled substances, if the incident involved:
 - 1. Bodily injury to any person who, as a result of the injury, immediately received medical treatment away from the scene of the collision.
 - 2. One or more motor vehicles incurred disabling damage as a result of the collision, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

1022.7 MEMBER RESPONSIBILITIES

Members shall come to work in an appropriate mental and physical condition and are absolutely prohibited from manufacturing, distributing, dispensing, possessing or using controlled substances or alcohol on district premises or on district time.

Members must notify their supervisor before beginning work when they are taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of District equipment.

Members must notify a supervisor immediately when they observe behavior or other evidence they believe demonstrates that a fellow employee poses a risk to the health and safety of the employee or others due to drug or alcohol use.

Members are required to notify their immediate supervisor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

1022.8 COMPLIANCE WITH THE DRUG FREE WORKPLACE ACT

No later than 30 days following notice of any drug statute conviction for a violation occurring in the workplace involving a member engaged in the performance of a federal grant, the District will take appropriate disciplinary action, up to and including dismissal, and/or requiring the member to satisfactorily participate in a drug abuse assistance or rehabilitation program (41 USC § 8104).

1022.9 EMPLOYEE ASSISTANCE PROGRAM

Employees who experience drug or alcohol problems are encouraged to seek referral for rehabilitation through an Employee Assistance Program (EAP) or their insurance provider. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to performance problems. Employees may contact the Personnel Department, their insurance provider or an EAP representative for additional information.

The District recognizes the need for confidentiality and privacy and forbids disclosure of any information relating to chemical abuse treatment, except on a need to know basis or as allowed by law. Information shall only be released with the express written consent of the employee involved or pursuant to an agreement or other lawful process. All documents generated by the EAP are considered confidential medical records.

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1022.10 SEARCHES

In order to promote a safe, productive and efficient workplace, the District has the right to search and inspect all District property, including, but not limited to, lockers, storage areas, furniture, vehicles and other places under the common control of the District or the joint control of the District and members. No member has any expectation of privacy in any District building, on any District property or when using any District communications system.

If the member is covered by the Firefighters Procedural Bill of Rights Act , no search of such spaces shall be made except in the member's presence or with his/her consent or after notice has been given to the member (Government Code § 3250 et. seq.). Nothing herein shall affect a search conducted pursuant to a search warrant.