



**Southern Marin Fire Protection District
REQUEST FOR PROPOSAL (RFP)
2016 Fire Prevention Fees Study**

Release Date: May 9, 2016

PROPOSAL DUE

Monday, June 6, 2016 at 5:00PM

PROPOSAL SUBMITTAL

One (1) unbound proposal original
One (1) unbound proposal copy

DELIVERY ADDRESS

Southern Marin Fire Protection District
308 Reed Blvd
Mill Valley, CA 94941

QUESTIONS

Chris Tubbs, Fire Chief
415-388-8182



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SOUTHERN MARIN FIRE PROTECTION DISTRICT



REQUEST FOR PROPOSAL SUMMARY SHEET*

PROPOSAL DATA

Proposal Number: 2016FPFS
Issue Date: May 9, 2016
Commodity Title: 2016 Fire Prevention Fees Study
Contact: Chris Tubbs, Fire Chief
E-mail Address: ctubbs@smfd.org
Phone Number: 415-388-8182
Fax Number: 415- 388-8181

SUBMISSION DEADLINE

Day: Monday
Date: June 6, 2016
Time: 5:00PM
Address: Southern Marin Fire Protection District
308 Reed Blvd
Mill Valley, CA 94941

PROPOSAL CONTENT

SECTION I Proposal Information
SECTION II Information for Bidders
SECTION III Proposal Submission Documents

SCHEDULE OF ACTIVITY

RFP Release	May 9, 2016
RFP Submission Due Date and Time	June 6, 2016, 5:00PM
Notice of Award of Contract	June 24, 2016
Last Day to Submit Required Contract Paperwork	June 30, 2016, 5:00PM
Effective Contract Start Date	July 1, 2016

SEALED ENVELOPE FORMAT

Bidder Name (Company/Individual)
Bidder Representative Name, Title
Street Address
City, State Zip Code
RFP: 2016 Fire Prevention Fees Study

Chris Tubbs, Fire Chief
Southern Marin Fire Protection District
308 Reed Blvd
Mill Valley, CA 94941

*All information is subject to change



SECTION I

PROPOSAL INFORMATION



Introduction

The Southern Fire Protection District (District) is soliciting proposals for the provision of services by a qualified consultant for a Fire Prevention Fees Study. The scope of services includes: meeting with District staff to understand existing development processes and associated cost; a review of existing fees, as well as the identification of services for which the District is not currently charging, but for which it could legally¹ recover; and developing proposed fee schedules showing various levels of cost recovery. Additionally the District has determined that there is a need to add capacity to deliver defensible space and vegetation management services, but there is no dedicated revenue stream to support those services. The District would like to identify legal options to generate a revenue stream for adding appropriate resources to support the delivery of defensible space and vegetation management services throughout the District's Service Area.

Background

The District, was originally formed in 1999 with the consolidation of the Alto-Richardson Bay Fire Protection District and the Tamalpais Fire Protection District. In 2012 the City of Sausalito Annexed fire, EMS and rescue services into the District. The District primarily encompasses several established suburban communities located in Marin County, just north of the Golden Gate Bridge. Entrusted with the protection of an estimated population of over 35,700, the District covers an overall land area of 22 square miles, excluding the GGNRA. It is bisected by U.S. 101. The principal land use is single-family residential, however there are sizeable business communities in the City of Sausalito, Tam Valley and Strawberry areas. The City of Sausalito also has a sizeable water front area with marinas and houseboats, as well as a sizable light industrial area, including a small airport. Finally, the District is contracted to provide emergency services to the Golden Gate National Recreation Area (GGNRA).

The District is presided over by a Board of Directors which serves in staggered four-year terms and consists of seven elected community members. The Board of Directors appoints the Fire Chief who is responsible for the day-to-day operations of the District, and who oversees all District departments and functions.

With an annual operating budget of approximately \$14 million, the District currently employs 50 fulltime employees (firefighters and administrative staff) charged with the task of carrying out the District's legislative responsibility to provide public service to residents living within its jurisdictional boundaries; this includes fire and life safety and emergency medical services.

The District maintains three sites, one of which is owned by the City of Sausalito, (Station 1).

TABLE 1: CURRENT DISTRICT FACILITY	
District Site	Address
Station 1	333 Johnson Ave, Sausalito, CA 94965
Station 4	309 Poplar Ave, Mill Valley CA 94941
Station 9	308 Reed Blvd, Mill Valley CA 94941

Additional information about the District may be found at www.smfd.org.

SOUTHERN MARIN FIRE PROTECTION DISTRICT



¹ *Required compliance with all applicable laws including, but not limited to, the Fire Protection District Law of 1987 and the State of California.*



Procurement Process and Schedule

The District has structured a procurement process which seeks to obtain the desired services, while establishing a process to assure that each Bidder is provided an equal opportunity to submit a Proposal in response to the RFP.

Proposals will be reviewed and evaluated by the District to determine if the Bidder has met the minimum requirements (i.e. professional, technical and financial) described in this RFP. Based upon the totality of the information contained in the Proposal, including information about the reputation and experience of each Bidder, the District will – in its sole judgment – determine which Bidder is best qualified to perform the services.

All communications concerning this RFP or the RFP process shall be directed in writing to the District Fire Chief. **Proposals must be submitted to, and be received by, the District via mail or hand delivery no later than 5:00PM on June 6, 2016.** Proposals sent via facsimile transmission or e-mail will not be accepted.

Conditions Applicable to RFP

Upon submission of a Proposal in response to this RFP, the Bidder acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal.

- All costs incurred by the Bidder in connection with responding to this RFP shall be borne solely by the Bidder.
- The District reserves the right – in its sole judgment – to reject any Bidder that submits incomplete responses and/or information that is not responsive to the requirements of this RFP.
- The District reserves the right, without prior notice, to supplement, amend or otherwise modify this RFP, or otherwise request additional information.
- No Proposals shall be returned.
- All Proposals will be made available to the public at the appropriate time, as determined by the District, in the exercise of its sole discretion, in accordance with law.
- Any and all Proposals not received by the District by 5:00PM on June 6, 2016 will be rejected.
- Neither the District, nor its respective staff, consultants nor advisors shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal.
- The District may waive any technical non-conformance with the terms of this RFP.
- The District may suspend or terminate the procurement process described in this RFP at any time at its sole discretion. If terminated, the District may decide to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Bidders.

Evaluation Criteria

The District will evaluate the proposals and will select the most responsible Bidder that meets the best interests of the District. The District shall be the sole judge of its own best interests, the Proposals and the resulting Contract. The District's decision is final. The District's evaluation criterion may include, but is not limited to, consideration of the following:



1. Qualifications
 - a. Personnel Expertise/Qualifications
 - b. Qualifications of the Firm
 - c. Experience in the Stated Criteria
2. Fire Prevention Fees Study Experience
3. Technical
 - a. Understanding of the Scope of Work
 - b. Technology and Process Used
 - c. Output Format and Use
4. Economic and price considerations
5. Other
 - a. Location
 - b. Commitment to the District Proposal completeness
 - c. Ability to provide required services
 - d. Comprehensiveness of submitted proposal
 - e. Time factors associated with the commencement and completion of the project

Projected Activity Schedule

Date	Event
May 9, 2016	Release of proposal
June 6, 2016	Deadline for proposal submittal (no later than 05:00PM)
June 24, 2016	Letter of Contract Award
June 30, 2016	Deadline for all required contract paperwork (no later than 5:00PM)
July 1, 2016	Commencement of Work
August 1, 2016	Monthly status report meeting with District staff
September 5, 2016	Monthly status report meeting with District staff
October 3, 2016	Monthly status report meeting with District staff
October 17, 2016	Final Presentation to District staff (time TBD)
October 26, 2016	Final Presentation to Board of Directors (meeting starts at 07:00PM)

Submission of Proposal

Bidders must submit their Proposal consisting of,

One (1) unbound original (marked with the word “Original”), and

One (1) unbound copy of that original (marked with the word “Copy”)

to the following address:

**Chris Tubbs, Fire Chief
Southern Marin Fire Protection District
308 Reed Blvd
Mill Valley, CA 94941**

Note: Original and Copy may be contained using a binder clip. Do not staple proposal pages or bind them using any type of spiral binding. Bound pages will be considered non-compliant with the proposal submission requirement.



SECTION II

INFORMATION FOR BIDDERS



GENERAL INFORMATION AND PROVISIONS

The proposal request is designed around the defined and specified needs of the District. The acceptance of a proposal and the awarding of a contract will be given to the Consultant which in the District's sole discretion meets the District's needs, the specifications, and requirements contained in the proposal request, and the most competitive, not necessarily the lowest, price.

Accident Prevention

Precaution shall be exercised at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated. Compliance with all OSHA workplace and site safety guidelines is required.

Addenda

If any questions arise from the RFP documents, the Bidder may submit to the Fire Chief a written request for interpretation. Any interpretation of documents will be made by addendum to the RFP and shared in writing with all interested Bidders. The District will not be responsible for any other explanations or interpretations. The District reserves the right to extend the due date if such information significantly amends this solicitation or makes compliance with the original due date impractical. The District reserves the right to reject any or all proposals and waive technicalities and informalities.

Affidavits

Before acceptance of the proposal by the District, the Consultant will be required to furnish affidavits on the enclosed forms.

Applicable law

The laws of the State of California shall govern the contract.

Application for Payment

All applications for payment shall be submitted and signed by the Consultant and mailed to the District as follows:

**Southern Marin Fire Protection District
Accounting Department
333 Johnson Ave
Sausalito, CA 94965**

Attorney's Fees

In any action between the Parties arising out of or connected with the contract, including any arbitration proceeding, the prevailing party in such action shall be awarded, in addition to any damages, injunctions, or other relief, its costs and expenses, not limited to taxable costs, and reasonable attorney's fees.

Authority to Execute

The person or persons executing the contract on behalf of the Parties warrants and represents that he/she has the authority to execute the contract on behalf of the Parties and has the authority to bind the Parties to the performance of its obligations hereunder.



Award of Contract

Award of contract will be made to the most responsive/responsible bidder meeting the requirements of the District.

This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for goods or services listed herein. The District may accept any proposal offered on an all, partial, or none basis, or within funds available, whichever is in the best interest of the District.

Breach

In case of a failure on the part of the Consultant to complete the Services within the specified time, or if Consultant otherwise breaches a term of the contract, the Contract may be terminated by the District and the District shall in such event not thereafter pay or allow to the Consultant any compensation for any labor, supplies or materials furnished by Consultant; and the District may proceed to complete the Services by other means, and the Consultant shall be liable to the District for all loss or damage which it may suffer on account of the Consultant's breach.

Change in Contract

The District will not be responsible for any change in the work involving extra cost unless approval in writing is furnished by the District before such work is begun.

Change Orders

The District may at any time, without notice to any sureties, by written change order, make alterations to:

- a. the written specifications (including any applicable drawings)
- b. the general/special provisions
- c. the terms and conditions of the contract

and/or require the performance of extra work, decrease the quantity of work, or make such other changes as the District may find necessary or desirable. The Consultant shall not claim forfeiture of contract by reasons of such changes by the District. Changes in work and the amount of compensation to be paid to the Consultant for any extra work as so ordered shall be determined in accordance with the unit prices of the Consultant's proposal.

No order, statement or conduct, written or oral, shall be treated as a change order unless in writing and signed by both the District and Consultant.

Compliance with all Laws

Consultant shall observe and comply with all applicable federal, state, and local laws, ordinances, codes, and regulations, in the performance of its duties and obligations under the contract in effect at the time service are rendered. Consultant shall perform all services under the contract in accordance with these laws, ordinances, codes, and regulations. Consultant shall release, defend, indemnify and hold harmless District, its officers, agents, and employees from any and all damages, liabilities, penalties, fines, and all other consequences from any noncompliance or violation of any laws, ordinances, codes, or regulations.



Compliance with, or Deviation from, Specifications

Consultant hereby agrees that the material, equipment, or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Consultant's response. Consultant may submit an attachment entitled "Exceptions to Specifications: which must be signed by Consultant's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement will be considered non-responsive. Submittal of brochure or manufacturer literature is desirable but may not be a substitution for this requirement.

Contract Form

Upon award of contract, this RFP document, the Consultants accepted proposal submittal, and the Contract Award Letter results in a binding contract between the District and the Consultant.

Consultant's Qualifications

As part of the proposal, the Consultant must complete the attached "Statement of Consultant's Qualification" form. The Consultant may be required, before awarding of contract, to demonstrate to the complete satisfaction of the District, that the Consultant has the necessary facilities, ability and financial resources to execute the work in a satisfactory manner and within the time specified; that the Consultant has had experience in work of the same or similar nature; and that the Consultant has past history and references which will assure the District of the Consultant's qualifications for executing the work.

Consultant's Representative

The District reserves the right, with sole discretion, to refuse to allow any representative of the Consultant to service the contract in any manner. In this event the Consultant shall furnish another representative who is acceptable to the District.

Should a Consultant use sub-consultants for portions of the work, the District reserves the right to reject any sub-consultant without explanation or recourse by the Consultant or the sub-consultant. In using any sub-consultant, the Consultant assumes all responsibility for adherence to every aspect of the contract and for any liability resulting from any lack of knowledge or skill on the part of the sub-consultant.

Demonstrated Capability of Consultant

Consultants with no previous work experience with the District must provide proof of successful studies for a minimum of three clients, as well as provide a detailed list of references, along with contact person, dates of work, mailing address, and telephone numbers.

Deviations

Any deviations from the scope of services indicated herein must be submitted in writing, clearly noted, and explained in detail on a separate form, and attached to the submitted proposal; otherwise, it will be considered that items/services offered are in strict compliance with these specifications and the successful Bidder shall be held responsible thereto.

Any deviations within a submitted proposal between prices quoted and restated in a summation sheet shall be resolved by the Fire Chief as being the lower price, unless the Bidder requests in writing a correction or withdrawal of proposal prior to the date and time set for opening.



Any proposal withdrawal or modification received after the established due date at the place designated for receipt of proposals is considered a late submission. No late proposal, late modification, or late withdrawal will be considered unless received before contract award, and the proposal, modification, or withdrawal would have been on time if not for the action or inaction of District personnel directly serving the procurement activity.

The District reserves the right to reject any or all proposals. It further reserves the right to waive technicalities and formalities in proposals as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interest of the District. The District will be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

Dispute Resolution

All claims, disputes, or any other matters in controversy between the Parties arising out of or in any way related to the contract shall first attempt to be resolved by informal telephonic or written communication between the Parties. In the event that informal techniques do not resolve a dispute, the Parties agree that any dispute will be submitted to mediation, prior to pursuing any other remedies provided by law.

District Regulations

The Consultant and its representatives shall follow all applicable District policies and regulations while on District property, including policies regarding the use of tobacco, weapons, and drugs. No work shall interfere with regular District business activities or environment without permission from the District's Fire Chief.

Drafting Presumption

The District and Consultant agree that the contract shall be construed to have been drafted by both District and Consultant so that the rule of construing ambiguities against the drafter shall have no force or effect. Both District and Consultant hereby waive California Civil Code section 1654, which reads: IN CASES OF UNCERTAINTY NOT REMOVED BY THE PRECEDING RULES, THE LANGUAGE OF A CONTRACT SHOULD BE INTERPRETED MOST STRONGLY AGAINST THE PARTY WHO CAUSED THE UNCERTAINTY TO EXIST.

Duplicate Counterparts

The contract may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Entire Contract – Amendments

- A. The terms and conditions of the contract, any exhibits attached, and all documents expressly incorporated by reference, represent the entire Contract of the Parties with respect to the subject matter of the contract.
- B. The contract shall supersede any and all prior contracts, oral or written, regarding the subject matter between the Consultant and the District.
- C. No other contract, promise, or statement, written or oral, relating to the subject matter of the contract, shall be valid or binding, except by way of a written amendment to the contract.
- D. The terms and conditions of the contract shall not be altered or modified except by a written amendment to the contract signed by the Consultant and the District.



Existing Conditions

The Consultant, in undertaking the work under this contract, is assumed to have taken into consideration all conditions which might affect the work. No consideration will be given to any claims based on lack of knowledge of existing conditions.

Freedom of Information Statement

Procurement information shall be a public record to the extent required by the California Public Records Act, with the exception that commercial or financial information obtained in response to a "Request for Proposals" which is privileged and confidential if so designated by the Bidder shall not be disclosed.

Such information must be clearly marked as "CONFIDENTIAL" by the Bidder for each section of information so affected. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information.

Examples of this type of information would include:

1. Customer lists
2. Design recommendations and identification of prospective problem areas under an RFP
3. Design concepts, including methods and procedures
4. Biographical data for key employees of the Bidder

Going Concern

The Consultant shall have been in operation completing the listed services for a period of not less than seven (7) years. The Consultant shall disclose any pending or anticipated litigation between the Consultant and any other party or parties that might affect the proposal or contract.

Governing Law

All proposals and related documents submitted to the District by Bidders and/or Consultants are governed under the laws of the State of California.

Grievance

Any actual or prospective Bidder or Consultant who is aggrieved in connection with the solicitation or award of a contract may protest to the District's Fire Chief. The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto provided that the grievance has been made in accordance with proposal requirements. Any grievance by a Bidder shall be made known prior to any proposal opening in accordance with invitation to proposals.

Indemnification

Consultant shall indemnify, release, defend and hold harmless District, its officers, agents, employees, and designated volunteers, from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including reasonable attorney's fees and administrative costs, to the extent caused by any willful or negligent acts or omissions of Consultant or Consultant's officers, agents, and employees in the performance of the duties and obligations under the contract. Please see attached form.



Independent Consultant

For the purposes, and for the duration, of the contract, Consultant, its officers, agents, and employees, shall act in the capacity of an Independent Consultant, and not act as employees of the District. Consultant and District expressly intend and agree that the status of Consultant, its officers, agents, and employees, be that of an Independent Consultant and not that of an employee of the District.

Inspection and Audit

Upon reasonable notice, Consultant shall make available to District, or its agent, for inspection and audit, all documents and materials maintained by Consultant in connection with its performance of its duties under the contract. Consultant shall fully cooperate with District or its agent in any such audit or inspection.

Interpretation, Severability

- A. The headings used in the contract are used for convenience only and shall not be construed in interpreting the contract. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural and conversely.
- B. If any portion of the contract shall be held invalid or inoperative, then, so far as is reasonable and possible:
 - 1) The remainder of the contract shall be considered valid and operative; and
 - 2) Effect shall be given to the intent manifested by the portion held invalid or inoperative.

Invoicing, Payment and W-9 Certification Form

Upon Award of Contract, Consultant shall complete and submit a Form W-9, "Request for Taxpayer Identification Number and Certification", (www.irs.gov/pub/irs-pdf/fw9.pdf) to the District as part of the required documentation for the contractual process.

Consultant shall submit a final invoice at the conclusion of the contract. All invoices must include the contract number. Failure to comply will result in delayed payments.

Upon receipt of a correct invoice from the Consultant, payment shall be made by the District to the Consultant; paid in full per invoice within thirty (30) calendar days after inspection and acceptance of the work performed.

Payment will be made after inspection and approval of the final study report by the Fire Chief or his designee. Provisions for deposits must be clearly explained. A single payment will be made to the Consultant when all aspects of the contract have been completed to the District's satisfaction.

Licenses

At all times during the term of the contract, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services.

Non-Appropriation of Funds

The District warrants that it has funds available to remit payments on the resulting District contract at the time the contract is executed. Should appropriated funds during the term of the contract become unavailable for the purpose of the contract, the District may cancel the contract



by providing the Consultant with written notice. Such notice shall release both the District and the Consultant from all obligations under the contract, and Consultant shall refund the District the balance of any advance payment made for orders of goods and/or services which are outstanding or which have not been received by the District.

Nondiscrimination

Consultant shall not discriminate in any way against any person on the basis of age, sex, race, color, religion, ancestry, national origin, or disability in connection with, or related to, the performance of its duties and obligations under the contract.

Notices

All notices and other communications required or permitted to be given under the contract, including any notice of change of address, shall be in writing and given by personal delivery or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

No Benefit to Arise to Local Employees

No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the contract during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or sub-contract, or the proceeds thereof, for work to be performed in connection with the contract.

No Third Party Beneficiaries

District and Consultant do not intend, by any provision of the contract, to create in any third party, any benefit or right owed by one party, under the terms and conditions of the contract, to the other party.

Ownership of Documents

The documents and materials prepared by the Consultant in connection with the contract shall be the sole property of the District. District may use said property for any purpose, including projects not contemplated by the contract. Consultant shall not be held liable for any reuse of the District-owned work product for purposes outside of the scope of the contract.

Protest Procedures

The District has an open and non-arbitrary process to make certain any interested party (Consultant) has the right to file a protest on any solicitation and be assured all protests are handled fairly, consistently, and not to be treated any differently or with any prejudice for doing so.

Proposal Form and Format

Proposals should be submitted in the format specified within this document, contain information required by the RFP, and be submitted in a sealed envelope addressed to:

**Chris Tubbs, Fire Chief
Southern Marin Fire Protection District
308 Reed Blvd
Mill Valley, CA 94941**



Release of Information/Conflicts of Interest

A. All information gained by Consultant in performance of the contract shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or sub-Consultants, shall not without written authorization from the District Manager or unless requested by the District's Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under the contract or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.

B. Consultant shall promptly notify District should Consultant, its officers, employees, agents, or sub-Consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding the contract and the work performed thereunder or with respect to any project or property located within the District. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

Responsible Parties

Representing the District in all matters regarding the submission of this RFP shall be Christian Tubbs, Fire Chief.

E-mail: ctubbs@smfd.org
Telephone: (415) 388-8182
Fax: (415) 388-8181

Southern Marin Fire Protection District
308 Reed Blvd
Mill Valley, CA 94941

Sample

Prior to the award of a contract, the Consultant shall provide a minimum of one (1) sample (paper copy) of the following:

1. Fire Prevention Fees Study

Scope of Services

The following are the general conditions for the work to be performed as outlined in these specifications.

It is understood that except as otherwise specifically stated in the contract, the Consultant shall provide and pay for all labor, materials, transportation, and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Permits and licenses necessary for the execution of the work shall be secured and paid for by the Consultant.

Any work necessary to be performed after regular working hours, such as work performed on Sundays or legal holidays shall be performed without additional expense to the District and only with prior written consent from the District's Purchasing Agent.



Any data sheets or other materials which are subject to review and action by the District shall be submitted in the form of at least one original and not less than one legible copy.

Set-Off Against Debts

Consultant agrees that District may deduct from any payment due to Consultant under the contract, any monies which Consultant owes District under any ordinance, agreement, contract, or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks, or other amounts.

Site(s) of Work

Consultants located or outsourcing work outside the United States will not be considered.

Specifications, Changes to

The parties shall not be bound by, or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications or any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

Specifications, Definition of

The term "specifications" or RFP specifications" as used in this solicitation, shall be interpreted to mean all the pages that make up this solicitation including, but not limited to, the Request for Proposal, Information to Bidders, General Provisions, Scope of Services, Project Specifications, Consultant's Proposal pages, Workers Compensation Insurance Certificate, Certificate of Liability Insurance Certification, Additional Insured Endorsement and Required Forms.

Taxes and Fees – Consultant's Responsibility

The Consultant shall be responsible for and pay all taxes and/or fees which may be levied or incurred against the Consultant in connection with the performance of any contract, including taxes levied or incurred against the Consultant's income, inventory, property, sales, or other taxes.

Termination

The District shall have the right to terminate the contract at any time by giving written notice to the Consultant. Upon receipt of such notice, the Consultant shall not commit itself to any further expenditure of time or resources. In the event of termination for any reason other than the fault of the Consultant, the Consultant shall be compensated for the value of the work completed, as determined by the District, to the date of such termination, plus any reasonable costs and expenses resulting from such termination. If the Contract is terminated for Consultant's default, the District shall remit final payment to Consultant in an amount to cover only those services satisfactorily performed and expenses incurred in full accordance with the terms and conditions of the contract up to the effective date of the termination.

Time of Completion and Penalties

The Consultant's proposal shall specify the number of calendar days in which the Consultant guarantees completion of the contract. For each calendar day that a component of the proposal remains uncompleted beyond the number of days agreed upon by the Consultant and the District, the Consultant agrees to a reduction in total cost of the project of 1% per calendar day. The final invoice to the District shall be reduced by any such amount and shall be indicated as a "Consultant penalty for late completion."



Undue Influence

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the District in connection with the award, terms or implementation of the contract, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the District will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of the contract or any work to be conducted as a result of the contract.

Waivers

The waiver by either party of any breach or violation of any term, covenant, or condition of the contract, or of any ordinance, law, or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law, or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law, or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under the contract, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, or covenant of the contract, or any applicable law, ordinance, or regulation.

Warranty

Consultant shall warrant the 2016 Fire Prevention Fees Study and Final Report to be free from defects in process or assumptions made, and to be based on current and accurate data. Any and all errors or omissions will be corrected at the Consultant's expense whether discovered prior to, or after, (a) acceptance, (b) award of contract, and/or (c) final payment. Proposals failing to meet this requirement will not be accepted

Withdrawal of Proposal

A proposal cannot be withdrawn after it is filed, unless (a) the Consultant makes a request in writing to the District prior to the time set for opening or (b) the District fails to accept a bid within thirty-five (35) days after opening.



CONSULTANT RESPONSIBILITY

District Contact

Coordinate all work with the District's designated contact; this individual will be identified before the commencement of the project.

Insurance

Prior to commencement of the services, Consultant shall deliver to District a Certificate of Insurance (COI) showing evidence of compliance with the District policy for Consultant insurance requirements as noted below. All applicable insurance policies must be valid for the duration of performance of the services, and the COI shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits of the required policy shall be given to the District by any and all insurance companies.

Nothing herein shall be construed as a limitation of Consultant's liability, and District agrees to timely notify Consultant of any negligence claim.

Failure to provide and maintain the insurance required by the contract will constitute a material breach of the contract. In addition to any other available remedies, District may suspend payment to the Consultant for any services provided during any time that insurance was not in effect and until such time as the Consultant provides adequate evidence that Consultant has obtained the required coverage.

WORKERS COMPENSATION

Consultant shall maintain at all times during the performance of the Services, Workers' Compensation Insurance in conformance with the laws of the State of California, and federal laws where applicable. Consultant's Employee Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE

1. Commercial General Liability

Consultant shall also maintain at all times during the performance of the Services, General Liability Insurance in amounts not less than:

\$1,000,000	Bodily Injury and Property Damage; Per Occurrence
\$2,000,000	Annual Aggregate, other than Products and Completed Operations
\$2,000,000	Annual Aggregate, Products and Completed Operations

In connection with Consultant's activities, the District (and its directors, officers, employees, engineers and other agents) shall be named as an Additional Insured by endorsement. In addition to the COI from the insurer showing the District as Additional Insured, an endorsement signed by the insurer evidencing such insurance to the District, prior to commencement of work, is also required.

2. Automobile Liability

Consultant shall maintain automobile liability insurance of not less than one million dollars (\$1,000,000) per occurrence. In connection with Consultant's activities, the District (and its directors, officers, employees, engineers and other agents) shall be named as an Additional Insured by endorsement. In addition to the COI from the insurer showing the District as



Additional Insured, an endorsement signed by the insurer evidencing such insurance to the District, prior to commencement of work, is also required.

The Commercial General Liability and Automobile Liability Insurance policies shall be primary insurance and the insurance companies providing such policies shall be liable for the full amount of any loss or claim which Consultant is liable, up to and including, the total limit of liability, without right of contribution from any other insurance effected or which may be effected by the District.

3. Umbrella Policy in the amount of \$3,000,000 each occurrence

PROFESSIONAL LIABILITY INSURANCE

Consultant shall also maintain Professional Liability Insurance including Errors and Omissions, covering Consultant's performance of Services for the District with a limit of liability of at least one million dollars (\$1,000,000) for any one claim.

Permits

Obtain all necessary city, county, municipal, and/or state work/building permits at Consultant's expense.

Status Reports

Provide project status reports to the District's Fire Chief as agreed upon before commencing work.

Sub-consultants

Consultant may use sub-consultants to perform work. However, all responsibility for the sub-consultants' actions and performance shall rest solely with the Consultant.



PROJECT SPECIFICATIONS

Purpose

To develop a fair and equitable fee structure for Fire Prevention activities that would be acceptable to the community and produce sufficient cost recovery for District service.

Scope of Work and Standards for Services

Project tasks

- Determine District cost to provide various services
- Identify if these costs are reasonable and if the current cost recovery levels are sufficient
- Recommend necessary fee changes – show various levels of cost recovery
- Recommend a methodology to calculate fee increases in future years; including the cost of future fee studies every three to five years

If the Consultant feels that additional tasks are warranted, they must be clearly identified in the proposal.

Outline of services to be provided

1. Establish a methodology for the evaluation of fees to provide Fire Prevention services. Work and meet with District staff to refine the project scope, purpose, uses and goals of the District's Fee Study to ensure that the study will be both accurate and appropriate to the District's needs. Review project schedule and answer any questions pertaining to the successful development of the Study.
2. Conduct a review of the District's existing fees, rates, and charges. Meet with staff and conduct interviews as needed to gain an understanding of the District's processes and operations.
3. Identify the total cost of providing each Fire Prevention service at all activity levels and in a manner that is consistent with all applicable laws, statutes, rules and regulations governing the collection of fees by public entities. Costs should include appropriate General and Administrative overhead allocations to District activities and applicable overhead rates for use in calculating the District's billable hourly rates.
4. Compare service costs with existing cost recovery levels. This should include service areas where the District is currently charging for services as well as areas where we perhaps should charge, in light of the District's practices, or the practices of similar and/or neighboring fire departments/districts.
5. Prepare a report that identifies each service, its full cost, and current and recommended cost recovery levels. The report should identify pertinent parameters, including but not limited to, direct cost, indirect cost, and overhead cost for each service; and provide a model for adjusting these fees and rates for the District's current and future needs.
6. Recommend appropriate fees and charges. Recommended fees are based on the analysis, together with the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.
7. Prepare a report that identifies the current fees, and recommended fees. The report must also identify percentage change, cost recovery percentage, and fee comparison with other Marin County fire departments/districts or California fire departments/districts that are comparable to the Southern Marin Fire Protection District. A survey comparison of rates and fees with similar cities is for information purposes only.
8. Report on other matters that come to your attention in the course of your evaluation that in your professional opinion the District should consider.



9. Present the findings to District staff and make necessary adjustments as requested.
10. Prepare and deliver presentations to the District's Board of Directors to facilitate understanding of the plan and its implications for the District; provide necessary adjustments as requested.
11. Provide the District with the following material at the end of the fee study
 - a. An electronic copy of the final study, including related schedules and cost documentation in a format that can be edited and updated (MS Word and MS Excel where applicable) by District staff to accommodate changes in the organization or changes in costs.
 - b. The final fee study report; five bound copies, one unbound copy and a single electronic PDF file of the entire report which can be made available to District staff via the District network.
12. Provide on-site training to enable District staff to update fees on an annual basis or add fees as needed.
13. Consult with the District's legal counsel and District staff should it become necessary to defend the District's User Fees as a result of any legal or other challenge.



SECTION III

PROPOSAL SUBMISSION DOCUMENTS



REQUESTED CONTENT AND SEQUENCE OF PROPOSAL SUBMITTAL

Item	Description
1. Cover Sheet	
2. Table of Contents	Item, page number
3. Company Summary	A brief history of the firm (one page)
4. Informational Content	Listing of the project team, their professional profile, credentials, and experience including specific assignments of the project team.
5. References	<p>On a single page provide three (3) projects with similar attributes to the District, including those that had fixed development processing fees and where significant work was required to establish the costs associated with providing the services. References shall include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Name of agency <input type="checkbox"/> Contact name, title, phone number and e-mail <input type="checkbox"/> Project start and completion date <input type="checkbox"/> Brief summary of project
6. Project Summary	Concisely describe the project, its goals and the proposed plan of implementation (one page)
7. Outline of Services	Refer to Scope of Work and Standards for Services
8. Cost Summary	<p>Present the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Specific “not to exceed” fixed fee <input type="checkbox"/> Summary project budget <input type="checkbox"/> Itemization according to individual tasks including labor rates for all project team members, sub-consultant fees, and other costs (i.e. printing, attendance at meetings, travel)
9. Required Documents	<ul style="list-style-type: none"> <input type="checkbox"/> Statement of Consultant’s Qualifications <input type="checkbox"/> Form of Noncollusion Affidavit <input type="checkbox"/> Indemnification From <input type="checkbox"/> Acknowledgment of Addenda <input type="checkbox"/> Proposal Signature Page <input type="checkbox"/> Disclosure Statement
10. Other	<p>Provide a summary of any litigation filed against the Bidder in the past five (5) years which is related to the services that Bidder provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved.</p> <p>In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners or partners.</p>
11. Additional Data	Any additional information that the Bidder considers pertinent for consideration should be included in a separate section of the Proposal. Include a statement about why the Bidder feels its approach would be the most cost effective to the District.



STATEMENT OF CONSULTANT'S QUALIFICATIONS

Required document: This page is part of the proposal submittal

Name of Consultant: _____
Telephone Number: _____
E-mail Address: _____
Fax Number: _____
Business Address: _____
When Organized: _____
Where Organized: _____
Partnership: Yes No _____
Corporation: Yes No _____

Number of years engaged in this business under the present firm name: _____

Have you ever refused to sign a contract at your original bid? Check One Yes No

Please attach a list of major accounts in California comparable to the work proposed. If no accounts in California, list other accounts.

Remarks: _____

The above statement must be subscribed and sworn to before a Notary Public.

Date: _____
Firm Name: _____
By (signature): _____
Print name: _____
Title: _____

Notary Public

Notary Seal

Commission Expires



INDEMNIFICATION FORM

Required Form: This page is part of the proposal submittal

The Consultant will indemnify and hold harmless the **Southern Marin Fire Protection District** and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the WORK provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of, tangible property including the loss of use resulting there from and is caused in whole or in part by any negligent or willful act or omission of the Consultant, and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable.

In any and all claims against the **Southern Marin Fire Protection District** or any of their agents or employees by an employee of the Consultant, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way on the amount or type of damages, compensation or benefits payable by or for the Consultant under the workman's compensation acts, disability benefit acts, or other employee benefits acts.

The obligation of the Consultant under this paragraph shall not extend to the liability of the **Southern Marin Fire Protection District** or its agents or employees arising out of the reports, survey, change orders, designs, or specifications.

CONSULTANT: _____
(Firm Name)

BY: _____
(Authorized Signature)

(Print Name of Authorized Signature)

TELEPHONE: _____

DATE: _____



ACKNOWLEDGEMENT OF ADDENDA

Required Form: This page is part of the proposal submittal

Bidder hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____ , dated _____ .
Addendum No. _____ , dated _____ .
Addendum No. _____ , dated _____ .
Addendum No. _____ , dated _____ .

CONSULTANT: _____
(Firm Name)

BY: _____
(Authorized Signature)

(Print Name of Authorized Signature)

TELEPHONE: _____

DATE: _____



PROPOSAL SIGNATURE PAGE

Required Form: This page is part of the proposal submittal

Bidder shall check each item listed below and sign and date where indicated to certify that they have read, understood, and comply with all information in the proposal (pages 1-32).

- SECTION I: PROPOSAL INFORMATION
I have read, understood and comply with all of the information contained in this section
- SECTION II: INFORMATION FOR BIDDERS
I have read, understood and comply with all of the information contained in this section
- SECTION III: PROPOSAL SUBMISSION DOCUMENTS
I have read, understood and comply with all of the information contained in this section

Bidder has read and understood the foregoing and agrees to be bound by all of the foregoing terms and conditions.

Bidder (PRINT NAME OF FIRM)

Date

Authorized Representative (PRINT NAME)

Authorized Representative Signature



DISCLOSURE STATEMENT

Required Form: This page is part of the proposal submittal

The Bidder and each of its principal team members, if any, must submit a statement that discloses any past or present business, familiar or personal relationship with any of the following individuals:

Christian Tubbs:	Fire Chief, Southern Marin Fire Protection District
Fred Hilliard:	Deputy Fire Marshal, Southern Marin Fire Protection District F
Ryan Boykin:	Inspector, Southern Marin Fire Protection District
Any Member of the District Board of Directors:	District

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

This is to certify that, to the best of my knowledge and belief and after making reasonable inquiry, the above represents a full and accurate disclosure of any past or present business, familiar, or personal relationship with any of the individuals listed above. The undersigned acknowledges and understands that this Disclosure Statement is being submitted to the False Claims Act and that failure to disclose a material relationship(s) may constitute sufficient grounds to disqualify the Bidder.

BIDDER

Signature: _____
Print Name: _____
Title: _____
Date: _____