

# **Request for Proposal**



## **West Thurston Regional Fire Authority Legal Services November 1, 2019**

# 1 Request For Proposal (RFP) Overview

## 1.1 Introduction

West Thurston Regional Fire Authority is a combination fire department located just south of Olympia, Washington. The 158 square mile response zone stretches approximately 12 miles east and west along I-5 from the city limits of Tumwater to the Lewis County Line. The RFA began from the partnership between Thurston County Fire District 1 and Thurston County Fire District 11 in 2010.

West Thurston RFA delivers comprehensive emergency services including Fire Protection, Rescue and Emergency Medical Services and Patient Transport. The Regional Fire Authority serves approximately 30,000 residents in the communities of Bordeaux, Delphi, Gate, Grand Mound, Littlerock, Maytown, Michigan Hill, Rochester and Scott Lake. The diverse service area includes industrial, commercial, residential, and forest land.

The Regional Fire Authority delivers exceptional service with state-of-the art fire, rescue and emergency medical apparatus and equipment through 75 career and volunteer firefighter/EMTs. Our members respond to approximately three thousand (3,000) emergency 911 service calls each year.

### Confidentiality

All information contained in this document must be treated as proprietary and confidential, as stated in the Confidentiality Agreement signed by each bidding organization.

### Amendments, Cancellation, Re-issuance or Reopening

West Thurston Regional Fire Authority reserves the right to change the Request for Proposal ("RFP") schedule or issue amendments to this RFP at any time. West Thurston Regional Fire Authority also reserves the right to cancel or reissue the RFP.

### No Obligation to enter into a Contract

The release of the RFP does not compel West Thurston Regional Fire Authority to enter into a contract of any kind. West Thurston Regional Fire Authority reserves the right to refrain from contracting with any consultant that has responded to this RFP whether or not the consultant's proposal has been evaluated and whether or not the consultant has been determined to be qualified. Exercise of this reserved right does not affect West Thurston Regional Fire Authority's right to contract with any other consultant.

West Thurston Regional Fire Authority reserves the right to request an interview with any consultant who is a prospective contractor prior to entering into a contract with that consultant.

## 1.2 RFP Schedule (subject to change)

November 1	RFP delivered to consultants via email
November 7	Intent to Bid due from consultants; RFP questions due from consultants <b>no later than 9:00am PST (US Mail or Electronically by email or fax to Contact noted below in section 1.3)</b>

November 8	Response to consultant questions due
December 2	Proposals due from consultants <b>no later than 10:30am PST (US Mail or Electronically by email or fax to Contact noted below in section 1.3)</b>
December 16	Finalists notified
December 16	Announcement of the apparently successful consultant; begin contract negotiations

### **1.3 Contact Information**

#### Project Managers

Linda Shea linda.shea@westthurstonfire.org  
 10828 Littlerock Rd. SW  
 Olympia, WA 98512  
 Phone (360)352-1614  
 Fax (360)352-1696

### **1.4 Intent to Bid**

Consultants wishing to be considered must submit an Intent to Bid to the Contact noted above in section 1.3 no later than 9:00am Pacific Standard Time on the day identified in **“Section 1.2 – RFP Schedule”**.

### **1.5 Submission of Proposals**

All proposals must be submitted to the Contact no later than 10:30am Pacific Standard Time on the day identified in **“Section 1.2 – RFP Schedule”**. Proposals received after the mandatory due date may not be considered. Consideration is at the discretion of West Thurston Regional Fire Authority.

Consultants wishing to be considered must submit at least one (1) copy of their proposal in an electronic format. Proposals should include complete answers to all sections. Failure to answer all questions may result in rejection of proposal.

Consultant's proposal in response to this RFP will be incorporated into the final agreement between West Thurston Regional Fire Authority and the selected Consultant. The submitted proposals are suggested to include each of the following sections:

- Company Information
- Executive Summary
- Experience and References
- Fees and Billing Structure
- Team Information
- Miscellaneous

#### Company Information

1. Full legal company name.
2. Year business started.
3. Location of company headquarters.
4. State of incorporation or headquarters.
5. Are you a United States corporation?
6. Brief company history, including your work with fire district or regional fire authorities.

7. Does another company own you? If so, provide the corporate structure.
8. Do you own other companies? If so, provide the corporate structure.
9. Current number of people employed.
10. Is your company currently involved in any litigation in which an adverse decision might result in a material change in the company's financial position or future viability?

#### Executive Summary

This section will present a high-level synopsis of the Consultant's responses to the RFP. The Executive Summary should be a brief overview of the engagement, and identify the main features, benefits and scope of the services to be offered.

#### Experience and References

Include descriptions and specific customer contacts from at least three (3) organizations that utilize your services. Provide contact name, title, organization name, email address and telephone number.

#### Fees and billing structure

Provide monthly service fees for both regular and extended business hours. Provide a sample Service Level Agreement "SLA" (if available) and a sample contract or Master Service Agreement "MSA" for review. Include information on how services will be billed.

#### Team Information

Include resumes/biographies and relevant experience of key staff and management personnel who will provide services for West Thurston Regional Fire Authority. Affirm that no employees working on the engagement have ever been convicted of a felony and/or any act of dishonesty. The same information must be provided to West Thurston Regional Fire Authority for any third party personnel the consultant may use for this project.

#### Miscellaneous

- Official registered name (Corporate, D.B.A., Partnership, etc.), address, main telephone number, main fax number.
- Key contact name, title, address (if different from above address), and direct telephone and fax numbers.
- Person authorized to contractually bind the organization for any proposal against this RFP.

### **1.6 Privacy/Security Agreement**

Consultants wishing to be considered for evaluation must include a copy of the signed Confidentiality Agreement (see Attachment A) with their Intent to Bid.

### **1.7 Consultant Confidential Information**

Any information that the responding consultant wishes to keep confidential must be labeled as such in each proposal or presentation.

### **1.8 Presentations**

West Thurston Regional Fire Authority may, at its discretion, require a responding consultant to make a presentation as to the proposed services being offered. If requested, the presentation may be conducted on site at West Thurston Regional Fire Authority or via a web cast. West Thurston Regional Fire Authority is not responsible for any costs related to a requested presentation.

## **1.9 Evaluation Criteria**

Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration given to operational, technical, and management requirements as well as pricing for the proposed services. Evaluation of offers will be based upon the Consultant's responsiveness to the RFP and the total price quoted for all items covered by the RFP.

The following elements will be the primary considerations in evaluating all submitted proposals and in the selection of a Consultant or Consultants:

- Completion of all required responses in the correct format.
- The extent to which Consultant's proposed services fulfills West Thurston Regional Fire Authority's stated requirements as set out in this RFP.
- An assessment of the Consultant's ability to deliver the indicated service in accordance with the specifications set out in this RFP.
- Availability of high quality Consultant personnel with the required skills and experience for the specific services proposed.
- Consultant's acceptance of West Thurston Regional Fire Authority's contractual terms and conditions, if applicable.
- Overall cost of Consultant's proposal.

West Thurston Regional Fire Authority may, at their discretion and without explanation to the prospective Consultants, at any time choose to discontinue this RFP without obligation to such prospective Consultants.

## **1.10 Selection Notification**

All consultants submitting a proposal will be notified at the same time whether they are chosen as the Apparent Successful Consultant. Electronic notification will be sent out on the day identified in "**Section 1.2 – RFP Schedule.**"

## **1.11 Errors in Proposal**

West Thurston Regional Fire Authority will not be bound by errors in proposals received. In the event there is a dispute as to the errors that cannot be resolved, West Thurston Regional Fire Authority reserves the right to reject the response and pursue an alternative solution(s).

## **1.12 Late Submission**

Late submissions may or may not be accepted at the sole discretion of West Thurston Regional Fire Authority. Requests for time extensions must be directed to the designated RFP Contact identified in "**Section 1.3 – Contact Information.**"

## **1.13 RFP Amendments**

Any and all amendments to the RFP will be reviewed by West Thurston Regional Fire Authority. In the event that West Thurston Regional Fire Authority provides or approves a proposed amendment, revisions will be provided to consultants who have submitted an intent to bid and a completed Confidentiality Agreement. All amendments will be distributed via email or fax.

### **1.14 RFP Expenses**

Participating consultants are solely responsible for their own expenses, if any, in preparing and submitting a response to this Request for Proposal. This would include any costs incurred during presentations or subsequent negotiations.

## **2 Requirements**

### **2.1 Service Needs**

West Thurston Regional Fire Authority is currently seeking a qualified legal counsel team with expertise in the areas of municipal law (specifically fire protection and emergency services), employment law, discrimination, labor law, and related areas of the law to provide cost effective, efficient, experienced and professional legal services in an ethical manner.

### **2.2 Goals and objectives**

West Thurston Regional Fire Authority is seeking to implement a service agreement to address ongoing legal needs. The current legal services agreement expires December 31, 2019.

It is the intent of West Thurston Regional Fire Authority to engage in a minimum two (2) year contract with the selected consultant.

Current legal service needs amount to approximately four (4) hours per month of regular support.

## **3 Contracts and Licenses**

### **3.1 Contracts**

Consultant shall provide a copy of sample contract and that of any relevant third party.

## **4 Attachments**

### **4.1 Confirmation of Receipt/Intent to Bid**

Include a copy of your notice stating your company's intent to bid.

### **4.2 Signed Confidentiality Agreement "Appendix A"**

Include a copy of the signed agreement.

### 4.3 Attachment "A"

#### **Customer Privacy and Confidentiality**

Consultant agrees that all information received by the consultant from West Thurston Regional Fire Authority or from any other source on West Thurston Regional Fire Authority's behalf is confidential information and shall be maintained in confidence and not disclosed, used or duplicated except as described below. Confidential information includes, without limitation, all lists of customers, former customers, applicants and prospective customers, and all information relating to and identified with such persons including consumer nonpublic personal information, business volumes or usage, financial information, pricing information, software, software documentation and information concerning business plans or business strategy.

Consultant may use confidential information only in connection with performance under the contract identified herein and consultant shall not copy confidential information, market, or sell this information to a third party or disclose confidential information in order to perform under the contract.

#### **Ownership:**

Confidential information ownership shall at all times belong to West Thurston Regional Fire Authority and shall be returned to West Thurston Regional Fire Authority or destroyed upon its request once the services contemplated by the contract have been completed.

#### **Breach of Clause:**

A breach by the consultant of its confidentiality obligations or the use by the consultant of West Thurston Regional Fire Authority's name without prior consent may cause West Thurston Regional Fire Authority to suffer irreparable harm in an amount not easily ascertained. Consultant agrees that any breach resulting from gross negligence, whether threatened or actual, will give West Thurston Regional Fire Authority the right to terminate the contract immediately without a penalty. West Thurston Regional Fire Authority will have the right to obtain equitable relief, i.e. obtain an injunction to restrain such disclosure or use, and pursue all other remedies it may have at Law or in equity. The provisions of this Confidential and Ownership Clause shall survive the termination of the contract.

West Thurston Regional Fire Authority

Business / Consultant Name

\_\_\_\_\_  
Authorized Signer (Print Name)

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Authorized Signer (Print Name)

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Signature

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Signature

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Date

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