



## **Woodinville Fire & Rescue**

Request for Proposals  
#20-001

**Land Survey**

**Issue Date:** October 15, 2020  
**Due Date:** Received by 5:00 p.m. Pacific Time on October 22, 2020

**Section 1**  
**Request for Proposals**

Notice is hereby given that proposals will be received by Woodinville Fire & Rescue (“WF&R”), Woodinville, Washington for:

**RFP #20-001**  
**Land Survey**

by submission of five (5) copies to Chief Administrative Officer Joan Montegary in any of the following manners:

U.S. Mail:           Joan Montegary, CAO  
                          Woodinville Fire & Rescue  
                          P.O. Box 2200  
                          Woodinville, WA 98072-2200

Hand Delivery:    17718 Woodinville-Snohomish Road NE  
                          Woodinville, WA 98072-8509

All proposals submitted in response to this Request for Proposals (RFP) must be **received by WF&R no later than the close of business (5:00 p.m. Pacific Time) on October 22, 2020.** Proposals submitted after the due date will not be considered. Vendors accept all risks of late delivery by mailed proposals, regardless of fault. Proposals shall be clearly marked:

***Land Survey Proposal – Do Not Open***

All proposals and accompanying documentation will become the property of WF&R and will not be returned.

The proposal shall be held open for acceptance by WF&R for a period of 90 calendar days after the date of submittal to WF&R.

Any questions regarding this RFP may be directed via email to Gregory Ahearn, Fire Chief, at [gahearn@wf-r.org](mailto:gahearn@wf-r.org) before the closing date and time.

Proposals will be evaluated and award of a contract for surveying services shall be made on the basis of the fee and qualifications that best meet the interests of WF&R.

WF&R reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate WF&R to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate WF&R to accept or contract for any expressed or implied services.

WF&R is committed to equal employment opportunities regardless of race, color, creed, sex, age, nationality, disability, or sexual orientation. The successful Vendor must comply with WF&R's equal opportunity requirements.

This RFP has been solicited through MRSC Rosters.

|   |   |
|---|---|
| <b>RFP Number:</b>                                      | 20-001  |
| <b>RFP Title:</b>                                       | Land Survey   |
| <b>Proposals Due:</b>                                   | 5:00 p.m. Pacific Time on October 22, 2020                        |
| <b>Submit Proposals to:</b>                             | Joan Montegary, CAO<br>Woodinville Fire & Rescue                  |
| <i>U.S. Mail:</i>                                       | P.O. Box 2200<br>Woodinville, WA 98072-2200                       |
| <i>Hand Delivery:</i>                                   | 17718 Woodinville-Snohomish Road NE<br>Woodinville, WA 98072-8509 |
| <b>Faxed and emailed proposals WILL NOT be accepted</b> |   |

**Purpose**

WF&R requests Land Surveyors (hereinafter "Surveyor" or "Vendor") licensed in the State of Washington to submit a proposal for a land survey providing the legal descriptions of King County Fire Protection District No. 16 ("Northshore Fire"), Woodinville Fire & Rescue (aka King County Fire Protection District No. 36), and the Merged Agency, as described below. WF&R requires the land survey for the King County Boundary Review Board process in anticipation of merging Northshore Fire and WF&R to create a Merged Agency.

**End of Section 1 – Request for Proposals**

## Section 2 General Submittal Information

### Preliminary Schedule

*These dates are estimates and are subject to change by WF&R.*

|                               |                                |
|-------------------------------|--------------------------------|
| <b>RFP Release:</b>           | October 15, 2020               |
| <b>Proposals Due:</b>         | October 22, 2020 by 5:00 p.m.  |
| <b>New Contract in Place:</b> | No later than October 30, 2020 |

### Submission of Proposal

- (1) The Vendor must attach the Proposal Cover Sheet (Form #1) signed by a Vendor representative authorized to bind the proposing firm contractually. This statement must identify any exceptions that the Vendor takes to WF&R's RFP or declare that there are no exceptions taken to the RFP.
- (2) Name and describe the Surveyor and/or team proposed. Clearly identify the lead Surveyor and name any assisting staff.
- (3) Provide a resume or similar description for any assigned Surveyor(s).
- (4) Include a description of your business and its services, including:
  - a. Number of years in business;
  - b. Number of professional personnel employed by the firm;
  - c. Current number of public clients;
  - d. Detailed description of your experience with municipal issues including, but not limited to, growth management, annexations, interlocal agreements, and mergers.
  - e. All other applicable qualifications and capabilities of the firm.
- (5) List any potential conflicts of interest and your proposed mitigation of any conflicts.
- (6) Include a list of references relating to work completed within the last five years.
- (7) Provide three references for the proposed Surveyor.
  - a. WF&R prefers references that include municipal government experience.

- b. Inclusion of the reference in your proposal is also agreement that WF&R may contact the named reference.

### **Selection Process**

The Selection Committee, determined by the Fire Chief, will review all proposals and select the most qualified individual/firm. In reviewing and evaluating the submitted proposals, the Selection Committee will use the following criteria:

- Qualifications of assigned Land Surveyor.
- Proposed fee structure.
- Results of reference checks.

Upon selection of the individual and/or firm, the fee and contract will be negotiated with the Fire Chief or his designee. The Board of Fire Commissioners then confirms the engagement and approves the contract.

### **Contract Term**

WF&R anticipates a contract limited to this specific project. Contract terms will be negotiated.

### **Vendor's Cost to Develop Proposals**

Costs for developing proposals in response to the RFP are entirely the obligation of the Vendor and shall not be chargeable in any manner to WF&R.

### **MRSC Rosters**

WF&R is a member of MRSC Rosters and uses this for its professional services roster solicitations. Any Vendor not currently on the roster would be required to get on the roster if awarded the contract. To apply to the roster, go to:

<https://mrscresters.org/businesses/business-membership/>

**End of Section 2 – General Submittal Information**

### **Section 3 Specifications**

#### **Article 1 – General Provisions**

##### **1.1 Time**

Subject to any limitations stated in this RFP, the specified Land Survey shall be completed and the drawing(s) and report(s) delivered to WF&R within 45 calendar days after written authorization to proceed is received, barring circumstances beyond the Surveyor's control that force a delay. In such instance, the Surveyor will inform WF&R of the cause of the delay and the anticipated time frame for completion.

##### **1.2 Compensation**

The Surveyor shall attach an estimated total cost to the proposal to be billed at a stated hourly rate. The estimated cost attachment shall include details of the Land Survey including furnishing of all materials, surveying equipment and computers, labor, and required insurance.

##### **1.3 Billing and Payment**

- A. Billing for the Land Survey shall be made via written invoice to the attention of Joan Montegary, CAO, at WF&R's address shown above.
- B. Payment shall be made within 30 days of receipt of invoice from the Surveyor.

##### **1.4 Insurance**

The Surveyor shall provide and maintain insurance coverage for claims under Workers' Compensation Acts; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of employees or of any other person; and for claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The Surveyor's proposal shall state the coverages and limits of liability of professional liability insurance that will be maintained for protection from claims arising out of the performance of professional services. Certificates of Insurance evidencing the above-referenced coverages shall be provided to WF&R with the proposal.

## 1.5 Protection of Property

The Surveyor shall contact WF&R for information regarding the site and shall take all reasonable precautions to prevent damage to the property, visible and concealed, and shall reasonably restore the site to the condition existing prior to the Surveyor's entry including, but not limited to, repair of fences, lawns, and plantings.

## 1.6 Qualifications

All services shall be performed by qualified personnel under the supervision of a professional, licensed or otherwise qualified by the State of Washington to practice land surveying, and the document(s) submitted shall bear the Surveyor's seal and statement to that effect.

## 1.7 Use of Surveyor's Drawings

It is understood that WF&R, or WF&R Representatives, may reproduce the Surveyor's drawings without modification and distribute the prints in connection with WF&R's needs without incurring obligation for additional compensation to the Surveyor.

## 1.8 Accuracy Standards

Precision of the Land Survey shall be based on the positional accuracy concept. The Surveyor shall recommend in the proposal positional accuracy limits and error of closure limits for the property being surveyed.

## **Article 2 – Property Information Provided by WF&R**

### 2.1 General Information – Woodinville Fire & Rescue

Woodinville Fire & Rescue is a special purpose district operating under Revised Code of Washington Title 52. Further information is provided on WF&R's website at [www.wf-r.org](http://www.wf-r.org).

WF&R has a service area of approximately 30 square miles serving a population of approximately 37,000. WF&R is governed by an elected Board of five Fire Commissioners.

WF&R has three fire stations staffed 24/7. WF&R's facilities include:

- Station 31/Headquarters, which includes a staffed fire station, administrative offices, classrooms, and meeting rooms and is located at 17718 Woodinville-Snohomish Road NE, Woodinville, WA;

- Annex Building, which includes offices, classrooms, meeting rooms, and workstations and is located next door to the Headquarters building at 17730 Woodinville-Snohomish Road NE, Woodinville, WA;
- Station 33, a staffed fire station, located at 19401 NE 133<sup>rd</sup> Street, Woodinville, WA; and
- Station 35, a staffed fire station, located at 17825 Avondale Road NE, Woodinville, WA.

## 2.2 Common Description – Woodinville Fire & Rescue

Woodinville Fire & Rescue encompasses the City of Woodinville and a portion of unincorporated King County. It is bordered on the north by the Snohomish County line; on the east by King County Fire Protection District No. 45 (Duvall); on the west by the City of Bothell; on the south by King County Fire Protection District No. 34 (served by the City of Redmond Fire Department) and a small portion of the City of Redmond; and on the southwest by the City of Kirkland. See the attached King County GIS Center map of King County Fire Protection Districts and the attached map showing Woodinville Fire & Rescue's borders.

## 2.3 General Information – Northshore Fire

Northshore Fire is a special purpose district operating under Revised Code of Washington Title 52. Further information is provided on Northshore Fire's website at [www.northshorefire.com](http://www.northshorefire.com).

Northshore Fire has a service area of approximately 10 square miles serving a population of approximately 37,000. Northshore Fire is governed by an elected Board of five Fire Commissioners.

Northshore Fire has two fire stations staffed 24/7. Northshore Fire's facilities include:

- Station 51/Headquarters, which includes a staffed fire station, training tower, administrative offices, classrooms, and meeting rooms and is located at 7220 NE 181<sup>st</sup> Street, Kenmore, WA; and
- Station 57, a staffed fire station, located at 17020 Brookside Blvd NE, Lake Forest Park, WA.

## 2.4 Common Description – Northshore Fire

Northshore Fire encompasses the Cities of Kenmore and Lake Forest Park. It is bordered on the north by the Snohomish County line; on the east by the City of Bothell; on the west by Shoreline



Fire Department (King County Fire Protection District No. 4); and on the south by the City of Seattle, Lake Washington, and the City of Kirkland. See the attached King County GIS Center map of King County Fire Protection Districts and the attached map showing Northshore Fire's borders.

## 2.5 General Information – Merged Agency

It is the intent of WF&R and Northshore Fire to merge and create a new fire district under a new name. For purposes of this document, the new fire district will be referred to as "Merged Agency."

The Merged Agency will be a special purpose district operating under Revised Code of Washington Title 52.

The Merged Agency will serve the same service areas currently served by WF&R (30 square miles) and Northshore Fire (10 square miles) and the same population totaling approximately 74,000. The Merged Agency will initially have 10 members on its elected Board of Fire Commissioners and eventually, through attrition, will have five members on its governing board.

At the onset, the Merged Agency will include:

- Fire Stations 31, 33, and 35 in Woodinville
- Annex building in Woodinville
- Fire Station 51 and Training Tower in Kenmore
- Fire Station 57 in Lake Forest Park
- Decommissioned Fire Station 54 in Kenmore

## 2.6 Common Description – Merged Agency

The Merged Agency encompasses the Cities of Kenmore, Lake Forest Park, and Woodinville and unincorporated portions of King County. The City of Bothell is not part of the Merged Agency but shares borders within the total boundary area. The northern border of the Merged Agency is the Snohomish County line; and the southern border is made up of the City of Seattle, Lake Washington, the City of Kirkland, King County Fire Protection District No. 34, and a portion of the City of Redmond; on the east by King County Fire Protection District No. 45 (Duvall); and on the west by Shoreline Fire District (King County Fire Protection District No. 4). See the attached King County GIS Center map of King County Fire Protection Districts.

**End of Section 3 - Specifications**

## **Section 4 Terms and Conditions**

### **Questions Regarding the RFP:**

Oral interpretations of the RFP specifications are not binding on WF&R. Requests for interpretation/clarification of the RFP specifications must be made in writing and submitted to the RFP Coordinator (Joan Montegary at [jmontegary@wf-r.org](mailto:jmontegary@wf-r.org)). Any questions will be answered in writing.

### **RFP Addenda:**

WF&R reserves the right to change the RFP schedule or issue addenda to the RFP at any time. WF&R also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP. Any amendments to this RFP will be posted to WF&R's website ([www.wf-r.org](http://www.wf-r.org)). It is the Vendor's responsibility to check the website for any amendments to this RFP prior to submitting a bid.

### **Proposal Modification and Clarifications**

WF&R reserves the right to request that any Vendor clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

Modification of a proposal already received will be considered only if the modification is received prior to the submittal deadline. All modifications must be made in writing, executed, and submitted in the same form and manner as the original proposal.

### **Withdrawal of Proposal**

Proposals may be withdrawn at any time prior to the submission time specified in Section 1, provided **notification is received in writing**. Proposals cannot be changed or withdrawn after the time designated for receipt.

### **Rejection of Proposals**

WF&R reserves the right to reject any and all proposals, to waive any minor informalities or irregularities contained in the proposals and to accept any proposal deemed to be in the best interest of WF&R.

### **Exceptions**

If a Vendor takes exception to any term or condition set forth in this RFP and/or its Attachments (including Insurance Requirements), said exceptions must be clearly identified on the Proposal Cover Sheet (Form #1). Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be submitted on the Proposal

Cover Sheet (Form #1) under “Exceptions.” Such exceptions shall be considered in the evaluation and award processes. WF&R shall be the sole determiner of the acceptability of any exception.

### **Proposal Validity Period**

Submission of a proposal will signify the Vendor’s agreement that its proposal and the content thereof are valid for 90 days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the Contract that is negotiated between WF&R and the successful Vendor.

### **Proposal Signatures**

- An authorized representative must sign proposals. The Vendor’s address, telephone, and email information must be provided. Unsigned proposals will not be considered.
- If the proposal is made by an individual, the name, mailing address, and signature of the individual must be shown.
- If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
- If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
- WF&R reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

### **Contract Negotiation**

WF&R reserves the right to negotiate with the highest ranked firm that, in the opinion of WF&R, has submitted a proposal that is the “lowest responsible and responsive bid” to WF&R. In no event will WF&R be required to offer any modified terms to any firm prior to entering into an agreement with a Vendor deemed to be the lowest responsible and responsive bidder, and WF&R shall incur no liability to any Vendor as a result of any such negotiation or modifications. It is the intent of WF&R to ensure that it has the flexibility it needs to arrive at a mutually acceptable agreement. Negotiations may include, but are not limited to, matters such as:

- Contract terms and conditions
- Contract payment details
- Service requirements
- Minor changes to the scope of services

### **Contract Award**

WF&R reserves the right to make an award without further discussion of the submittals. Therefore, the proposal should be initially submitted on the most favorable terms the Vendor can offer. The Vendor selected as the apparently successful Vendor will be expected to enter into a contract with WF&R.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiations of the final contract.

If the selected Vendor fails to sign the Contract within five (5) business days of delivery of the final Contract, WF&R may elect to cancel the award and award the Contract to the next-highest ranked Vendor.

Failure of a Vendor to perform services as represented may result in elimination of the Vendor from further competition or in Contract cancellation or termination.

### **Public Records**

Under Washington state law, the documents (including, but not limited to, written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP (the "documents") become a public record upon submission to WF&R, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If WF&R receives a request for inspection or copying of any such documents, it will notify the person submitting the documents to WF&R (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by WF&R within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. WF&R assumes no contractual obligation to enforce any exemption.

### **Non-Endorsement**

As a result of the selection of a Vendor to supply products and/or services to WF&R, Vendor agrees to make no reference to WF&R in any literature, promotional material, brochures, sales presentations or the like without the express written consent of WF&R.

### **Non-Collusion**

Submittal and signature of a Proposal swears that the submittal is genuine and not a sham or collusive and not made in the interest of any person not named, and that the Vendor has not induced or solicited others to submit a sham offer or to refrain from proposing.

### **Insurance Requirements**

The selected Vendor or Vendors shall maintain insurance that is sufficient to protect the Vendor's business against all applicable risks, as set forth in WF&R's Standard Insurance Requirements (Attachment A). Please review insurance requirements prior to submitting a Proposal. If selected Vendor is unable to meet these standard requirements, please note current or proposed insurance coverage in submittal as an exception. Standard requirements may be negotiated if it is in the best interest of WF&R.

### **Equal Opportunity Employment**

The successful Vendor or Vendors must comply with Woodinville Fire & Rescue's equal opportunity requirements. WF&R is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, or disability.

### **Compliance with Laws and Regulations**

In addition to non-discrimination and affirmative action compliance requirements previously listed, the Vendor or Vendors ultimately awarded a Contract shall comply with federal, state, and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; protection of natural resources; permits; fees; taxes; and similar subjects.

### **Confidentiality of Information**

All information and data furnished to the Vendor by WF&R, and all other documents to which the Vendor's employees have access during the term of the Contract, shall be treated as confidential to WF&R. Any oral or written disclosure to unauthorized individuals is prohibited.

### **Indemnification**

The Vendor shall hold harmless, defend, and indemnify WF&R and WF&R's officers, agents and employees against any liability that may be imposed upon them because of the Vendor's failure to provide compensation coverage or liability coverage.

### **Cooperative Purchasing**

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the state of Washington. Public agencies that file an Interlocal Joint Purchasing Agreement with

WF&R may also wish to procure the goods and/or services herein offered by the selected Vendor. The selected Vendor shall have the option of extending its offer to WF&R to other agencies for the same cost, terms, and conditions.

WF&R does not accept any responsibility for agreements, contracts, or purchase orders issued by other public agencies to the Vendor. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. WF&R accepts no responsibility for the performance of the Vendor in providing goods and/or services to other public agencies, nor any responsibility for the payment price to the Vendor for other public agency purchases.

**End of Section 4 – Terms and Conditions**

**Attachment A**  
**Insurance Requirements**  
**RFP #20-001**  
**Land Survey**

The Vendor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Vendor. Insurance shall meet or exceed the following, unless otherwise approved by WF&R:

**A. Minimum Insurance**

1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate.
2. Stop Gap/Employer's Liability coverage with limits not less than \$1,000,000 per accident/disease.
3. Automobile Liability coverage with limits not less than \$1,000,000 per accident for bodily injury and property damage.
4. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

**B. Additional Insurance**

Consultant's Errors & Omissions or Professional Liability with limits dedicated to this contract of not less than \$10,000,000 per claim and as an annual aggregate or, in the alternative, with limits of not less than \$20,000,000 per claim and as an annual aggregate.

**C. Self-Insurance Retentions**

Self-insured retentions must be declared to and approved by WF&R.

**D. Other Provisions**

Commercial General Liability policies shall be endorsed to:

1. Include WF&R, its officials, employees, and volunteers as additional insureds.
2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by WF&R.
3. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days' written notice has been given to WF&R.

**E. Acceptability of Insurers**

Insurance shall be placed with insurers with a rating acceptable to WF&R.

**F. Verification of Coverage**

Vendor shall furnish WF&R with certificates of insurance by this clause. The certificates are to be received and approved by WF&R before work commences. WF&R reserves the right to require complete, certified copies of all required insurance policies at any time.

**G. Subcontractors**

Vendors shall require subcontractors to provide coverage which complies with the requirements stated herein.

**End of Attachment A – Insurance Requirements**