

# **CHINO VALLEY INDEPENDENT FIRE DISTRICT**

## **Proposal for Legal Services**

### **Invitation to Bid Bid No. 10-04**

**Submittal:** Sealed bids must be received on or before  
June 30, 2010, by 5:00 pm local time.

**Addressed to:** Teri Hope Nelson  
Human Resources Manager  
Chino Valley Independent Fire District  
14011 City Center Drive  
Chino Hills, California 91709

**Mark Envelope:** "SEALED BID No. 10-04, Proposal for Legal  
Services." Include bidder's name and address  
on envelope.

**BIDS RECEIVED AFTER THE TIME AND DATE STATED ABOVE  
SHALL BE RETURNED TO THE BIDDER UNOPENED.**



## Chino Valley Independent Fire District

### Invitation to Bid Bid No. 10-04

#### **NOTICE INVITING BIDS**

NOTICE IS HEREBY GIVEN that the Chino Valley Independent Fire District of Chino Hills, California, acting by and through its Board of Directors, hereinafter referred to as the District, will receive up to, but not later than 5:00 p.m., on June 30, 2010, sealed bids for the award of a contract for legal services.

Bids will be received at the Human Resources Office of the Chino Valley Independent Fire District, 14011 City Center Drive, Chino Hills, CA 91709, on or before the time and date stated above. Bids will remain sealed until the time and date stated above. Bids will then be publicly opened and read aloud.

Each bid must conform and be responsive to all pertinent bidding requirements contained herein.

No bidder may withdraw his bid for a period of ninety (90) days after the date set for the opening thereof. The District reserves the right to reject any and all bids and to waive irregularities in any bid.

#### **INSTRUCTIONS TO BIDDERS**

1. **SIGNATURE**: The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder.
2. **WITHDRAWAL OF BIDS**: Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.
3. **CONTRACT**: The successful bidder will enter into a mutually agreeable contract for legal services (Contract) with the District.
4. **AWARD OF CONTRACT**: The District shall award the Contract on the basis of:

- Firm's experience with similar entities, and the experience of those identified to work with the District.
- Firm's availability
- Responses from references
- Cost

The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding.

### **PROPOSAL SUBMISSION**

Ten (10) unbound copies of completed and executed required bid documents, sealed and clearly marked "Sealed Bid No. 10-04, Proposal for Legal Services," should be submitted to:

Chino Valley Independent Fire District  
Attn.: Teri Hope Nelson, Human Resources Manager  
14011 City Center Drive  
Chino Hills, CA 91709

Submissions should also include the name and address of the bidder clearly marked on the outside of a sealed envelope. The deadline for submission of proposals in response to this Invitation to Bid (ITB) is **June 30, 2010, at 5:00 pm**. No amendments, additions, or alterations will be accepted after this date and time. **No postmarks, faxes or late proposals will be accepted.**

Specific questions concerning this ITB should be submitted in writing, via e-mail, to Teri Hope Nelson, Human Resources Manager, at [tnelson@chofire.org](mailto:tnelson@chofire.org). Proposer questions should identify the section of the ITB and page number(s) related to the question being asked. Copies of all written questions and the District's responses will be posted on the District's website at: [www.cvifd.org](http://www.cvifd.org).

### **Background**

The District was formed in November 1990 and covers approximately 80 square miles in the southwest corner of San Bernardino County. The District serves an estimated population of 173,000, and serves the Cities of Chino and Chino Hills, and surrounding unincorporated areas within San Bernardino County.

The District currently operates out of six fire stations and an administrative office, with the anticipated opening of a seventh fire station and a training facility before the end of 2010. The District employs 117 full and five part-time personnel and is governed by a five member elected Board of Directors, hereafter referred to as the "Board". It also has volunteer support of up to 10 Reserve Fire Inspectors and an Explorer Post consisting of 30 scouts. The District's annual operating budget is approximately \$27 million.

The Board of Directors has responsibility for governance of the District, and appoints the District's top official, the Fire Chief. The Fire Chief serves as the appointing authority for all other personnel, and has oversight responsibility for the services and activities of the

District. In addition to the primary staffing component of fire suppression and emergency medical response personnel, the following administrative, support, and prevention functions are performed: Clerk of the Board; Human Resources & Risk Management; Finance; and fire prevention including inspections, code enforcement, investigation, weed abatement and public information/education.

Chino Valley firefighters respond to a wide range of emergency service needs which include: residential, commercial, vehicle, wildland, and all other types of fires, hazardous materials incidents, vehicle accidents, aircraft crashes, bombings, service calls, and often to emergencies that require emergency medical care. Personnel respond to approximately 9,000 calls for service annually.

### **Scope of Services**

Basic services, for the purpose of this proposal, shall include those legal services generally understood within the field of municipal law to fall within the category of “general counsel”, and shall include, but not necessarily be limited to, the following:

- Act as the confidential legal advisor to the Board of Directors, and to District staff.
- Advise the District regarding the conduct of all District meetings, elections and referendum, recall and initiative processes.
- Assist in the preparation and review of all general legal documents related to the conduct of the District’s business affairs including
- Upon request, attend Regular Board Meetings (held on the second Wednesday of the month), Special Board Meetings (called as needed), and other meetings and conference calls as needed and/or requested.
- Review and provide direction on Board Agendas as needed.
- Perform legal research and prepare or assist in the preparation and review of legal documents for the District including, but not limited to: contracts, agreements, ordinances and resolutions, forms, notices, certificates, leases, property acquisitions, disposition documents, deeds and other related documents.
- Monitor current, new, and pending state and federal legislation, and case law as applicable to the District, and inform and provide direction to Board Members and staff regarding compliance issues and/or impacts to the District.
- Perform research and interpret laws, court decisions and other legal authorities in order to render legal opinions, and to advise the Board and staff on legal matters pertaining to the District.
- Provide legal counsel to the District regarding Fire Code application, Land Development, Building Safety Laws, Public Works, Zoning and Planning laws and the correct application of the California Environmental Quality Act.
- Provide all Code Enforcement legal services.
- Respond to inquiries from the District within 24 hours of the initial contact, and maintain reasonable availability to respond to events of an emergent nature that expose the District to serious potential legal liability.
- Represent the District in Administrative Hearings and court proceedings.
- Advise the District on all new laws and regulations with application to elected officials, Special District governance and operations, and fire and emergency medical service delivery.
- Represent District on issues involving all other public agencies.
- Coordinate the work of outside legal counsel as needed and as directed by the Board and staff.

- Represent the District in civil litigation and criminal law actions in which the District is a party, and/or work in collaboration with other attorneys or representatives of the District's liability insurance carrier.
- Assist the District in legal aspects of federal and state grant processes.
- Provide training as requested to keep Board Members and staff abreast of current developments in applicable law.

The District reserves the right on a specific case basis to use alternate counsel.

### Format for Proposals

Firms shall provide the following information:

- Letter of transmittal, signed by an individual authorized to bind the proposing entity.
- Executive Summary.
- General information about the Firm. Information should include, but not be limited to: location of office(s); years of providing municipal or other local public sector law services emphasizing services to Special Districts and municipal entities providing fire suppression and emergency medical services; knowledge and experience with federal and state municipal laws; redevelopment laws; risk management; environmental issues, hazardous waste, general plans, contracts, and litigation experience.
- Names and overall capabilities, qualifications, training, and areas of expertise for each of the partners/principals and associates proposed for the assignment. Include a resume for each partner/principal and associate (which includes legal training and date admitted to the California Bar).
- If the Firm/partners/principals, or any of the attorneys employed by the Firm, have ever been successfully sued for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar, please provide information on the nature of the incident, the dates of which the matter began and was concluded, and the outcome.
- Three (3) to five (5) references for comparable work performed by the Firm and the staff. The references shall identify the client, a contact name, telephone number, a description of the service provided, years representing client, and the location where the service was performed.
- Description of the Firm's understanding of the District's needs and a plan demonstrating how the Firm will satisfy these needs.
- Define what would be considered to be extraordinary service, to be provided over and beyond normal services, and the basis for compensation thereof.
- Billing rates, practices, and payment terms.
- Proposed terms and conditions for termination of contract by either party.
- Limits of Firm's general liability and professional liability insurance coverage. Assurance that upon request, a copy of a valid insurance certificate and proof of adequate workers' compensation coverage for employees will be provided.
- Standard indemnification clause.

The Firm agrees that they or their employees do not currently have, nor will they have, any conflict of interest between themselves, the agencies, or the District. Any perceived or potential conflict of interest shall be disclosed in the proposal.

Firms submitting a joint proposal or a proposal that includes the use of subcontractors will provide the information identified above for each Firm and subcontractor.

### **Method of Compensation**

The District will be flexible in considering methods of compensation. Firms must provide specific details as to the proposed methods of compensation with examples as appropriate to clearly demonstrate compensation methods. It shall be specified as to whether lump sum retainers, hourly rates, or other methods of compensation include all overhead and out-of-pocket expenses.

If hourly rates are proposed, specify hourly rates by person and/or position within the firm. Please state the hourly rates for routine legal work, and for special services, such as litigation, if at a different rate. Define the type and unit rates for reimbursement of expenses; for example, rate for mileage, travel time, reproduction of documents or word processing charges.

If a fixed monthly retainer proposal is submitted, the proposer must identify the number of monthly service hours and equivalent hourly rate utilized to calculate the monthly retainer.

### **Selection Criteria**

The District intends to engage the most qualified Firm available for this assignment. It is imperative that the Firm's proposal fully address all aspects of the RFP. Proposals should provide a straightforward, complete, and concise presentation emphasizing an adequate understanding of the project and the resources to perform the intended work to satisfy the requirements of the RFP.

All proposals will be reviewed and the Firm best suited to fulfill the requirements of the proposal will be selected. The District will require an interview/presentation by a short list of Firms. Those individuals identified in the proposal may be required to make a presentation on their respective area of expertise. During the evaluation of proposals, the District reserves the right, where it may serve the District's best interest, to request additional information or clarification from the proposers, or to allow corrections of errors or omissions.

The evaluation of each Firm's proposal will be based on the criteria identified on Page 3 (Item #4).

### **Interviews of Top Firms**

The District will select a limited number of firms to be interviewed by the Board after all proposals have been evaluated for completeness and capability of providing services to the District.

### **Contract Negotiation**

The District reserves the right to negotiate terms of the contract with the highest ranking firm prior to entering into an agreement.

**Term of Contract**

Desirable contract terms would be a 3-year period with a 90-day termination clause by either part, and an expected commencement on or near August 1, 2010. The contract would be renewable thereafter by mutual agreement.

**Payment Terms**

Billings shall cover a period of not less than a calendar month.

**Timetable to Award Contract**

**Deadline date for submission of proposal to District June 30, 2010**

***Timeline below is tentative and dependent upon number of responses received and interview availability:***

<i>Review and scoring of proposals</i>	<i>July 5, 2010</i>
<i>Board Interviews of Top Firms</i>	<i>July 19, 2010</i>
<i>Notification of <b>potential</b> award of bid</i>	<i>July 20, 2010</i>
<i>Presentation of contract for approval by Board</i>	<i>July 26, 2010</i>

**Right to Reject Proposals**

Submission of a proposal indicates acceptance by the Firm of the conditions contained in this RFP, unless clearly stated and specifically noted in the proposal. The District reserves the right without prejudice to reject any and all proposals or to waive any irregularities and omissions if, in its judgment, the best interest of the District will be served to do so. The District also reserves the right to reject all proposals if they are deemed unsuitable to the District's needs, and/or the District determines to be incomplete.

**Ownership of Contract Products**

All projects produced in response to the Contract resulting from this RFP will be the sole property of the District.

**Insurance Requirements**

The Firm shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Firm, its agents, representatives, employees or subcontractors, pursuant to the Firm's proposal or any subsequent contract entered into with the District. Insurance shall be of the type, in the amounts, and subject to the provisions described below. All insurance coverage shall be provided by insurers authorized by the California Insurance Commissioner to transact insurance business in California with a rating of "A" or better in the Best's Key Rating Guide, Property-Casualty, United States, 2000 Edition.

- Commercial General Liability coverage with a limit of not less than \$1,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply

separately to this contract or it shall be at least twice the required per occurrence limit.

- Business Automobile Liability Insurance with a limit not less than \$1,000,000 per occurrence.
- Workers' Compensation Insurance as required by the State of California and employer's liability insurance with a limit not less than \$1,000,000 per accident. .
- Professional Liability, and Errors and Omissions Insurance with a limit not less than \$1,000,000, per occurrence.
- The general and automobile policy(ies) shall be endorsed to name the District, its Directors, officers, officials, employees and volunteers as Additionally Named Insured's regarding liability arising out of the performance of services rendered under this agreement. The firm will provide the District with original Certificates and Endorsements as outlined above.
- The firm's coverage shall be primary and shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insured's liability.
- The District's insurance, if any, shall be excess and shall not contribute with the firms insurance.
- The firm will waive all rights of subrogation and contribution against the District, its Directors, officers, officials, employees and volunteers.
- All legal services will be performed in compliance with all applicable federal, state, state and local regulations. The firm must possess and maintain all licenses, certificates and permits necessary to perform the legal services under this agreement.

Notwithstanding the foregoing, the District will consider some revisions of the foregoing conditions during the negotiation process where the Firm can demonstrate any of the foregoing conditions cannot be imposed upon, or accepted by, the Firm's insurer(s).

#### Evidence of Insurance

Prior to commencement of work under this contract, or within 14 days of notification of award of contract, whichever is shorter, the Firm shall file certificates of insurance and original endorsements evidencing coverage in compliance with this contract to:

Teri Hope Nelson  
Human Resources Manager  
Chino Valley Fire District  
14011 City Center Dr.  
Chino Hills, CA 91709

The Firm shall provide the District, on request, a complete copy, including all endorsements and riders, of any insurance policy.

During the term of this agreement, the Firm shall maintain current valid proof of insurance coverage with the District at all times. Proof of renewals shall be filed prior to expiration of any required coverage.

Failure to submit any required evidences of insurance within the required time period shall be cause for termination for default.

In the event the Firm does not maintain current, valid evidence of insurance on file with the District, the District may withhold payment of any moneys owed to the Firm, or which it subsequently owes to the Firm, until proper proof is filed.

### **Legal Requirements**

The following are additional legal requirements of the Firm:

- The proposal, along with this RFP, and all subsequent modifications to either document, will be included as appendices to a final contract.
- The Firm shall not assign, transfer, convey, or otherwise dispose of his contract or his rights, title or interest in the same without previous written consent of the District.
- At all times during the provision of legal services, the Firm shall be an independent contractor, and shall not be deemed to be an employee of the District. The Firm shall have no authority, express or implied, to act on behalf of the District in any capacity whatsoever as an agent, except as the District may specifically provide. The Firm shall not have authority, express or implied, to bind the District to any obligation whatsoever except when the Board of Directors has so authorized the Firm including the representation of District in any litigation to which the District is a party.
- The Firm must convey that no interest presently exists, nor shall any interest, direct or indirect, be acquired which would conflict in any manner with the performance of services pursuant to this RFP.
- Any reports, information, or materials given to or prepared or assembled by the Firm which the District requests to be kept as confidential, shall not be made available to any individual or organization by the Firm without prior approval from the District.
- The Firm is required to comply with all existing state and federal labor laws.

The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this RFP.

### **RESPONSE MATERIALS OWNERSHIP**

All materials submitted regarding this project become the property of the District and will be returned to the bidder at the District's option. Responses may be reviewed by any person at proposal opening time and after final inspection has been made. District has the right to use any or all material and ideas, with the exception of any previously copyrighted items, presented in reply to this Invitation to Bid. Disqualification of a bidder does not eliminate this right.

### **INCURRING COSTS**

Bidders are responsible for any costs incurred by responding to this ITB. The District is not liable for any cost incurred by bidders prior to issuance of an agreement, Contract or purchase order.