



**REQUEST FOR  
PROPOSAL  
Information Technology Managed  
Services**

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## Special Instructions

**Proposal Title:** WLFEA Information Technology Services

**Proposal Due Date:** *March 31, 2025*

### I. Introduction:

Western Lane Fire and EMS Authority (WLFEA) provides administrative services for Siuslaw Valley Fire and Rescue (SVFR) and Western Lane Ambulance District (WLAD).

WLFEA employs 13 full-time administration staff, 30 full-time responders, 22 part-time responders, and 20 volunteers.

SVFR is an Oregon Special District that covers 120 square miles. The District has an annual expenditure budget of close to \$3.7 million with revenue from a variety of sources. The funding is derived primarily from property tax support, fees, grants and contracts.

WLAD is also an Oregon Special District that covers over 550 square miles. The District has an annual expenditure budget of over \$4.7 million with revenue from a variety of sources. The funding is derived primarily from property tax support and transport fees, as well as other fees, grants and contracts.

### II. Issuing Office:

The Administration Department of WLFEA will issue the Request for Proposals documents and that office shall be the sole point of contact. Please contact the following person:

**Trish Lutgen**

Office Manager

Western Lane Fire and EMS Authority

2625 Highway 101

Florence, OR. 97439

541.997.3212

[trish@wlfea.org](mailto:trish@wlfea.org)

### III. Schedule of RFP Events:

- **Release RFP documents** **Date: February 27, 2025**
- **Informational Session** **Date: March 12, 2025 @ 1:00 pm**  
**Join Zoom Meeting:** <https://us02web.zoom.us/j/82683268796>
- **Deadline for Proposal Submission** **Date: March 31, 2025**
- **Firm Interviews (tentative)** **The week of April 7, 2025**

An informational session will occur for all interested parties to answer any questions regarding the RFP. This session will be offered via Zoom and recorded. If you would like to participate in the informational session, contact Trish Lutgen prior to 4:00 p.m. on March 11, 2025.

### IV. Submission Date

Proposals are due no later than **4:00 pm March 31, 2025**.

### V. Place of Submission of Proposals

In order to be considered for this project, each proposer must provide two (2) bound copies of their proposal, **a digital copy in PDF, PLUS an original copy marked "ORIGINAL."** All proposals must arrive at the issuing office on or before the listed due time and date. A corporate officer who has been authorized to make such a commitment must sign proposals. Proposals shall be sealed in an opaque envelope or box, with the words "INFORMATION TECHNOLOGY SERVICES RFP" clearly written on it. The document shall be addressed and delivered as follows to:

**Trish Lutgen**

Office Manager  
Western Lane Fire and EMS Authority  
2625 Highway 101  
Florence, OR. 97439  
541.997.3212  
[trish@wlfea.org](mailto:trish@wlfea.org)

## VI. Evaluation of Proposals

The Authority will have a selection committee that will evaluate the proposal submitted and reserves the right to select a firm directly from the written proposals but may short list a small group of firms for an interview process based upon the proposal evaluations. Unsuccessful firms will be notified as soon as possible. An award will be made to the most qualified firm whose proposal and interview, if held, are deemed to best serve the interest of the Authority, taking into account experience, expertise, resources for service, record of past performance, ownership stability and employment practices, availability to the service locale, familiarity with the service locale, and proposed service technique, with pricing proposals being considered only after the above screening procedure has been used.

## VII. Proposal Format

### 7.1 Cover Letter:

Provide a cover letter and company profile introducing your firm.

Proposed Services:

**Client base:** Summarize your experience and client base in the County area.

Particularly what cities and/or other public entities do you currently represent or provide services for? List which clients you are submitting as references with contact names and telephone numbers.

**Capabilities:** Summarize your capabilities in each of the areas listed in the **Proposal Information Section III. Specific Information Technology Services Required** (3.1.1 THROUGH 3.1.10). Address any other information deemed relevant in response to the remainder of the Project/Proposal Section (i.e. Scope of Work, Proposer Requirements, etc.).

**Escalation Objectives**

	<b>Urgent (Priority 1)</b>	<b>High (Priority 2)</b>	<b>Medium/Low (Priority 3/4)</b>
<b>Alert Receipt</b>	10 minutes from event	30 minutes from event	60 minutes from event
<b>Validation</b>	15 minutes from receipt	60 minutes from receipt	1 business day from receipt
<b>Escalation</b>	30 minutes from validation	30 minutes from validation	30 minutes from validation
<b>Field Escalation</b>	60 minutes from escalation	90 minutes from escalation	120 minutes from escalation

**Urgent (Priority 1)** — Complete system failure or critical business function failure, or >50% of users affected.

**High (Priority 2)** — No system failure but system degradation where users are unable to access or execute critical system functions, or 25%-50% users affected.

**Medium/Low (Priority 3)** — Application not performing per documentation, but users can perform basic job functions with alternate procedures, or <25% users affected.

**Onsite support**

Should it be determined that an Onsite support is required. All Covered help desk shall dispatch a field support representative. Support call originator shall receive phone call within 90 minutes of call escalation.

**Note: Onsite support Monday thru Friday 8:00 AM To 5:00 PM**

Partnership and Relationship Team:

Please list the names, credentials, areas of expertise and experience and location of the key persons that would be assigned to this relationship team.

- Name:
- Credentials:
- Areas of expertise:
- Location:

7.4 **Cost:**

Please detail the fee structure that you would propose to utilize for this contract. An hourly rate schedule for additional work that may be added to the Scope of Work requested by the Authority beyond the initial Scope of Work is to be quoted separately.

7.5 **Certification and Contract Offer:**

Please complete the **Certification and Contract Offer** form on page 18, with the required signature and other information listed.

## VIII. Interviews

- 8.1 **Firms or individuals selected for final evaluation (if necessary) may be required to make an oral presentation of their proposal to the Authority. Such presentation shall provide an opportunity for Proposers to clarify their proposal to ensure thorough mutual understanding. The evaluation committee may ask additional questions related to the proposal and/or Scope of Work. Scoring of interviews may be made as part of the selection process. The Authority will schedule the time and locations of such presentations, if required.**

- 8.2 The selection committee prefers face-to-face interviews. Interviews will be conducted at Western Lane Fire and EMS Authority located at 2625 Highway 101, Florence, OR 97439. Firms invited to the interview will be responsible for making and paying for their own travel arrangements. If necessary, the selection committee will consider a video conference interview, but all video conference arrangements will have to be made by the Proposer requesting the conference, and that firm will also have to pay all costs related to the video conference.
- 8.3 No Authority employee or officer is authorized to make any oral interpretation of any provisions within the RFP or contract document. The Authority will not be responsible for any oral remarks related to this RFP. Proposers who are in doubt about any aspect of this RFP must submit written questions to the issuing office as soon as possible after receiving the RFP.

## **IX. Term of Agreement**

The contract resulting from this RFP shall be for a period of three (3) years, commencing enter date with an option to extend the contract up to an additional two (2) years. If the Authority elects to extend the contract it shall provide written notice to the Contractor a minimum of sixty (60) days prior to the expiration of the current contract of its intent to do so. The contract may be terminated by mutual consent of both parties, or by either party, without cause, upon sixty (60) days' notice, in writing and delivered by certified mail or in person.

## **X. Contract Between Contractor and Authority**

- 10.1 This RFP and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of proposals and takes precedence over any source, either by verbal or written communications.
- 10.2 This RFP and the contents of the proposal of the successful Proposer will become contractual obligations if an agreement ensues. Failure of the successful Proposer to accept these obligations in an agreement may result in cancellation of the award.



# Proposal Information

Proposal Title: WLFEA Information Technology Services  
Services Proposal Due Date: March 31, 2025

## I. Purpose

The Western Lane Fire and EMS Authority desires to enter into a professional services agreement with one (1) qualified individual/firm who/that can demonstrate competency and experience in providing informational technology services and can provide high quality and responsible service at a competitive price to the Authority. The Authority seeks Information Technology Services to represent it in matters pertaining to information technology. Additionally, the chosen individual or firm will be amiable to consulting and working with the Authority's various departments.

## 11. Scope of Work

### 2.1 Information Technology Services - General Information

The general scope of work consists of the Contractor (also sometimes referred to as the "Firm", the "Proposer" or the "Vendor") performing the following services:

- Infrastructure Support
- Server support/maintenance OR Cloud migration with support/maintenance
- Assist with migration to .gov
- Maintain .gov requirements and security
- Emergency (24/7) technical support
- Antivirus and Antispam monitoring
- General desktop support/maintenance
- Email server and retention/archival support
- Data security support
- Data Loss Protection
- Cyber Security/Protection/Education
- 24/7 Monitoring
- Printer support (existing printers are under contract)
- Backup and Recovery
- Office 365 support
- Response time for IT service tickets
- Any additional services Contractor feels relevant to their proposal

### 2.2 Communications

The Authority requires that the Firm have the communication abilities and skills to provide the Authority with the most effective and professional advice and to:

- Be available in a timely manner, in person, by telephone, fax or email, for consultation or advice.
- Follow established procedures regarding which Authority representative(s) may request advice.
- Be familiar with state and federal laws relating to the Authority.
- Provide periodic status reports on the services provided by the firm.
- Provide itemized monthly invoices of charges.
- Advise and participate in meetings as requested by the Authority.

## **2.3 Responsibilities**

- 2.3.1 Responsibility of Contractor** - It is understood and agreed that the services the Proposer will be contracted to perform under this shall be rendered directly by it or under close personal supervision by it, and that the work shall be faithfully performed with care and diligence. The Contractor will return all calls or other contracts from Authority within a reasonable time. If it is not possible for the called or contacted party to respond, the Contractor will make arrangements for a designated member of the Contractor to respond to the contact.
- 2.3.2 Responsibility of the Authority** - The Authority will provide the Contractor with a list of designated Authority employees who are authorized to contact the Contractor. The Authority will also provide a point of contact for all service and billing issues.
- 2.3.3 Joint Responsibility**- If additional services, supplemental to those included are required, both the Authority and the Contractor have the responsibility to identify those services, include them as an addendum or amendment to the Contract and determine fair compensation for the additional services.

## **III. Specific Information Technology Services Required**

### **3.1 Experience and Expertise**

A Firm making a proposal must show at a minimum that it has experience and expertise in:

- 3.1.1 On-site IT assistance.**
- 3.1.2 Remote support.**
- 3.1.3 Cyber Security/Support**
- 3.1.4 Anti-Virus and Anti-spam services.**
- 3.1.5 Archiving for governmental organizations.**
- 3.1.6 Server and/or cloud support and backup protocols.**
- 3.1.7 Securing PCs.**
- 3.1.8 Enterprise user security.**
- 3.1.9 Maintenance and support for emergency services operations.**
- 3.1.0 Email and email server.**

### **3.2 Administrative Services**

- 3.2.1** Firm will provide a principal or partner-level individual to be the point of contact for all service and billing issues.
- 3.2.2** Firm will recommend specialists for other services related to the project if the Authority so requests. The Authority reserves the right of approval of any specialist(s) and to select other providers.
- 3.2.3** Concerning the manner in which services are provided, the Authority expects that the work will be assigned to individuals in the most efficient manner consistent with their experience and training.
- 3.2.4** If it is necessary to associate with other contractors in any matter, prior approval must be obtained from the Authority designed contact with the Firm. The Firm must inform associated service providers of the procedure set forth herein.

### **3.3 Invoicing and Statement of Work**

- 3.3.1** A schedule of incremental and hourly rates of all functions of the Firm who will work on Authority matters must be submitted as part of the proposal. The rates provided should reflect the rates to be charged for each year covered by the proposal.
- 3.3** Invoices for services will be submitted monthly for any month in which there has been activity of any substance. An annual summary of billing will also be provided when requested by the Authority. Time spent by the Firm is to be shown in specific time billing periods, such as by the minute, by the quarter hour or whatever increment of time is mutually acceptable to the Firm and to the Authority.
- 3.3** Each monthly invoice will set forth separately each matter currently being handled and will clearly identify the Authority employee(s) working with the Firm. Included monthly must also be a total charged to date for each matter.
- 3.3.4** For each matter denoted on an invoice, the detail will include the hours spent by each of Contractor's personnel on the file.
- 3.3.5** Each expense and/or disbursement must be specifically identified on the invoice.

### **3.4 Changes of Scope and Additional Work**

The Contractor may be requested to perform special projects for the Authority. Because of variations in the demand for additional services from time to time, such work shall be agreed upon in advance, contracted for, provided and billed separately to the Authority on a pre-arranged basis.

## **IV. Proposer Requirements**

### **4.1 Minimum criteria**

Each Proposer shall demonstrate and meet the following minimum criteria:

- 4.1.1 Each Proposer shall have not less than six (6) years' experience, not less than three (3) of which are within the State of Oregon, in providing all the types of services required within the Scope of Work.
- 4.1.2 Shall be currently licensed/certified to provide information technology services in the State of Oregon.
- 4.1.3 Shall demonstrate, to the satisfaction of the Evaluation Committee, the ability to provide the services required within the Scope of Work to the Authority and shall demonstrate a proven history of providing such service for public agencies.
- 4.1.4 Shall not have a record of substandard workmanship. The Authority will verify this requirement by communication with the licensing authority, a variety of each Proposer's clients and references, and as many other references as may be deemed appropriate.

#### 4.2 Cost of RFP and Associated Responses

This RFP does not commit the Authority to paying any expenses incurred by any Firm in the submission or presentation of a proposal, or in making the necessary studies for the preparation of a proposal, or in traveling to the site of the interviews. All such costs and expenses shall be borne by each Proposer.

#### 4.3 Right to Clarification and Additional Research

The Authority reserves the right to obtain clarification of any point in a Firm's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the Firm's proposal. The Authority may obtain information from any legal source for the clarification of any proposal or for information on any Firm including, but not limited to, police files, insurance files, agency files, credit bureaus and/or professional organizations. The Authority shall not be required to inform the Firm of any intent to perform additional research in this respect or of any information thereby received.

#### 4.4 Items that are subject to negotiation.

For professional services the Scope of Work, pricing structure whether a lump sum or rate schedule and all other aspects of this Request for Proposal may be subject to negotiation.

Any terms and conditions of the Professional Services Agreement that the proposer wishes to negotiate or modified shall be presented in the response to this RFP.

## **GENERAL INSTRUCTIONS TO PROPOSERS**

The following instructions, terms and conditions apply to all proposals to provide either goods or services to the Authority of Florence.

- I. PROPOSALS NOT AVAILABLE FOR PUBLIC INSPECTION AT THE OPENING. In accordance with ORS 2796.060(5)(a) only the names of the proposers shall be disclosed at the opening. Notwithstanding ORS 192.410 to 192.505, proposals are not required to be open for public inspection until after the notice of intent to award a contract is issued.
- II. AUTHORITY RESERVATION OF RIGHTS. The Authority expressly reserves the following rights:
  - 2.1 To reject any and/or all irregularities in the proposals submitted.
  - 2.2 To reject any and/or all proposals or portions thereof.
  - 2.3 To base awards due with regard on quality of services, experiences, compliance with specifications and other such factors as may be necessary in the circumstances
  - 2.4 To make the award to any Proposer whose proposal, in the opinion of management and the Council, is in the best interest of the Authority.
  - 2.5 To make award based on negotiations conducted in accordance with this solicitation or on the basis of a best and final offer by the proposer.
  - 2.6 Only the evaluation factors specified in this solicitation may be used as a basis for award.
- III. USE OF PROPOSAL FORMS. Proposers are required to use the furnished Proposal Forms. Please retain a copy for your records.
- IV. LATE PROPOSALS. Any proposal received after the hour and date specified will not be considered and will be returned unopened. It is the sole responsibility of the offering Proposer or Contractor to ensure receipt of proposals by the Authority in the specific location designed by the specified time.
- V. PROPOSER PRESENTATIONS. The Proposer further agrees to the following:
  - 5.1 To examine all specifications and conditions thoroughly.
  - 5.2 To provide for appropriate insurance, deposits and performance bonds if required.
  - 5.3 To comply fully with specifications as attached for the agreed contract, especially where materials and work are involved.
  - 5.4 That any and all registration requirements where required for contractors as set forth in the Oregon Revised Statutes are met.
- VI. ADDENDA. Any amendment(s) to or error(s) in the general Specifications or Project Proposal section called to the attention of the Authority will be added to or corrected and

furnished by written addendum to all those holding specifications. All addenda shall be mailed to at least five (5) business days before the time set for proposal submission. All addenda issued during the proposal period will be incorporated into any resultant contract.

- VII. **FORMAT OF PROPOSALS.** Telephone proposals are not acceptable. Telegraphic or faxed proposals will not be considered unless authorized by the Special Instructions.
- VIII. **OWNERSHIP OF PROPOSAL DOCUMENTS.** All documents, reports, proposals, submittals, working papers or other material submitted to the Authority from the Proposer shall become the sole and exclusive property of the Authority, in the public domain and not the property of the Proposer. The Proposer shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted to the Authority as a result of this solicitation.
- IX. **INVALID PROPOSAL DOCUMENTS.** Copies of proposal documents obtained from sources other than the Authority Finance Department (such as other Contractors) are not valid proposal documents. It is the Proposer's responsibility to ensure that their name is on the Authority's proposer list for that particular service in order to receive notification of all addenda as well as additional relevant information.
- X. **PROTEST OF PROPOSAL SPECIFICATIONS OR CONTRACT TERMS**
- 10.1 Time for Submission of Protest. Specifications and contract terms shall be made available for inspection and copying at the address provided below. Unless a different deadline is specified in the Request for Proposals, protests of the proposal specifications or contract terms shall be presented to the Authority in writing at least five (5) calendar days prior to proposal closing.
- a. Such protest or request for change shall include the reasons for protest or request, and any proposed changes to specifications or terms. No protest against award because of the content of proposal specifications or contract terms shall be considered after the deadline established for submitting such protest.
- b. Envelopes containing protests of specifications shall be marked and mailed as follows.

Proposal Specification Protest

Proposal Name:

**PROTEST Trish Lutgen**

Office Manager

Western Lane Fire and EMS Authority

Siuslaw Valley Fire & Rescue/

Western Lane Ambulance District

2625 Highway 101

Florence, OR. 97439

541.997.3212

[trish@wlfea.org](mailto:trish@wlfea.org)

XI. NOTICE OF INTENT TO AWARD

11.1 Notice of Intent to Award. (OAR 137-047-0610) The written notice of intent to award a contract shall constitute a final decision of the Authority to award the contract if no written protest of the notice of award is filed with the Authority within seven (7) calendar days of the notice of intent to award. If a protest is timely filed, the notice of award is a final decision of the Authority only upon issuance of a written decision denying the protest and affirming the award. The notice of intent to award and any written decision denying a protest shall be sent to every Proposer.

11.2 Right to Protest. Any actual Proposer who is adversely affected or aggrieved by the notice of intent to award of the contract to another Proposer on the same solicitation shall have seven (7) calendar days after the notice of intent to award to submit to the Authority a written protest of the notice of intent to award. The written protest shall specify the grounds upon which the protest is based. This Authority shall not entertain a protest submitted after the time period established in this rule or such different period as may be provided in the Authority's RFP.

XII. WRITTEN PROTEST OF INTENT TO AWARD. Proposers must submit written protests of the intent to award to the Finance Department within seven (7) days after the notice of intent to award. The written protest must specify the grounds upon which the protest is based.

XIII. WITHDRAWAL OF PROPOSALS. Proposals may be withdrawn on written or telegraphic request received from Proposers prior to the time fixed for proposal closing. Negligence on the part of the Proposer in preparing the proposal confers no right for withdrawal of the proposal after the proposal has been opened.

XIV. REJECTION OF PROPOSALS. The Authority reserves the right to reject any or all proposals received in response to this RFP if it is determined to be in the best interest of the Authority. The Authority shall notify all proposers of the rejection of all proposals, along with the reasons for rejection of all proposers (Criteria for rejection of all proposals is located at OAR 137-047-0650).

XV. ERASURES AND CORRECTION. The RFP response must not contain any erasures or corrections unless the Proposer initials each change.

XVI. DURATION OF PROPOSAL. Proposal prices, terms and conditions shall be firm for a period of at least ninety (90) days from the deadline for receipt of submittal. The successful proposal shall not be subject to future price escalation or change of terms if accepted during the ninety (90) day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered

XVII. PUBLIC RECORDS. PUBLIC RECORDS. This Request for Proposals and one (1) copy of each original proposal received in response thereto, together with copies of all documents pertaining to the award of a purchase or contract, shall be kept by the

Authority for a period of at least three (3) years and made a part of a file or records which shall be open to public inspections after a notice of award has been issued. If a proposal contains any proprietary information that the Proposer does not want disclosed to the public or used by the Authority for any purpose other than evaluation of their offer, each sheet of such information must be marked with the following legend:

"This data shall not be disclosed outside the Authority or be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided, that if a contract is awarded to the Contractor as a result of, or in connection with, the submission of such information, the Authority shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the Authority's right to use information contained herein if it is obtained from another source."

#### XVIII. SUBCONTRACTING

All subcontracting shall be subject to the approval of the Authority, which approval shall not be unreasonably withheld. No list of subcontractors approved by the Authority may be changed or departed from except as consented to by the Authority in writing. Whenever the Authority consents to the substitution of one subcontractor for another, if any reduction in cost to the contractor result therefrom the amount thereof shall be passed on to the Authority as a reduction in the amount to be paid to the contractor for the performance of the work.

The contractor shall be wholly responsible for the performance of all subcontractors and for their acts and omissions, and those of person either directly or indirectly employed by the contractor, and the fact that subcontractors are subject to the approval of the Authority shall not affect the contractor's responsibility in this regard.

The contractor shall bind every subcontractor to all terms and conditions anywhere contained in the contract documents as far as applicable to the work of such subcontractor so that the subcontractor assumes toward the contractor and toward the work of all the obligations and responsibilities that the contract assumes toward the Authority as to the performance of the subcontractor's portion of the work.

Nothing contained in the contract documents shall be construed to create any contract between the Authority and any subcontractor. Subcontracts must be let pursuant to applicable Oregon Statutes and Administrative Rules.

XIX. PRIME CONTRACTOR RESPONSIBILITIES. The selected Proposer will be required to assume responsibility for coordination, engineering, delivery, installation and maintenance of all equipment, software and services offered in their proposal, whether they are the manufacturer or producer of them. Further, the Authority will consider the selected Proposer to be the sole point of contract with regard to contractual matters, including payment of any and all charges resulting from the lease or purchase of the entire service equipment and software configuration. Only service and equipment offered by Proposers who have installed similar systems of comparable size will be considered. All service and equipment offered will be in current standard production and of the latest design.

XX. INTERGOVERNMENTAL COOPERATIVE AGREEMENT. Pursuant to ORS 279A, other public agencies shall have the ability to purchase the awarded goods and



services from the awarded Contractor(s) under terms and conditions of the resultant contract.

Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to the Authority. Any estimated purchase volumes listed herein do not include other public agencies and the Authority makes no guarantee as to their participation.

Any bidder, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

All entities participating in the resulting contract must be independently credit approved. New contracts must not conflict with existing contracts.

Will your company participate in Intergovernmental Cooperative Purchasing?

Yes No

- XXI. AFFIRMATIVE ACTION / NONDISCRIMINATION. By submitting a proposal, the Contractor agrees to comply with the Fair Labor Standard Act, Civil Rights Act of 1964, Executive Order 11246, Fair Employment Practices, Equal Opportunity Act, Americans with Disabilities Act and Oregon Revised Statutes. By submitting a proposal, the Proposer specifically certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.
- XXII. ACCOUNT REPRESENTATIVE. The selected Contractor shall assign a competent account representative acceptable to the Authority who will represent the Contractor in providing contracted services to the Authority. If the account representative is removed by the Contractor, the new representative must be acceptable to the Authority.
- XXIII. PREVAILING OPINION. IF any doubt or difference of opinion arises between the Authority and the Contractor as to the interpretation of this RFP, the decision of the Authority will be final and binding upon all parties; provided, that the decision is made using commercially reasonable business judgment.
- XXIV. PUBLIAUTHORITY. News releases by the Contractor pertaining to the award of any contract or use of any product will be made with prior written approval from the Authority.
- XXV. FINANCIAL INTEREST. By submitting a proposal, the Proposer certifies, under penalty of perjury, that no Authority employee or officer has a direct or indirect financial interest in the proposal. Moreover, the Proposer certifies that the RFP response did not involve illegal collusion with another Proposer.
- XXVI. PERFORMANCE AND PAYMENT BONDS. No performance and payment bonds are required.

- XXVII. RIGHT TO CLARIFY. The Authority reserves the right to obtain clarification on any point in the Proposer's proposal. The failure of the Proposer to make additional information available could result in the rejection of the response. Such clarification might involve the delivery of demonstration equipment to the Authority for evaluation purposes. Such hardware will be provided at no cost to the Authority the Authority is not obliged to evaluate any or all products.
- XXVIII. CONTRACT AWARD. The award of a contract is accomplished by executing a written agreement that incorporates the entire RFP, Proposer's response, clarifications, addenda and additions. All such materials constitute the contract documents. The Proposer agrees to accept the contract terms of the attached Professional Services Agreement unless substantive changes are made without the approval of the Proposer. The issuing office is the sole point of contract for the issuance of the contract.
- XXIX. PATENT/COPYRIGHT INFRINGEMENT. The Proposer will defend the Authority from any suits related to patent/copyright infringement. Such a requirement is based upon the condition that the Authority provides the Proposer with prompt notice of such suit.
- XXX. RISK OF LOSS AND DAMAGE. The Authority will not be responsible for the loss or damage of any items during the RFP process.
- XXXI. FAILURE TO PERFORM. In the event that the Proposer fails to perform any material obligations, the Authority reserves the right to give the Proposer written notice of such failure. The Proposer will then have thirty (30) calendar days to resolve the failure. If the failure is not resolved within thirty (30) days after the Authority reserves the right to withhold all money that is due and payable to the Proposer. Such a remedy is in addition to other remedies that might be available to the Authority. Moreover, the Authority reserves the right to terminate the contract if the Proposer exceeds thirty (30) days of non-performance.
- XXXII. SUFFICIENT INFORMATION. The authorized signer of the Proposer's proposal shall represent and warrant that they have been sufficiently informed in all matters relating to the specified products; that they have checked their proposals for errors and omissions; that the prices stated in their proposals are correct and as intended are a complete and correct statement of prices.

## **Certification and Contract Offer**

*Proposal Title:* WLFEA Information Technology Services  
*Services Proposal Due Date:* March 31, 2025

I, the undersigned, having carefully examined the above referenced RFP document, and all other related material and information agree to furnish informational technology services to the Western Lane Fire and EMS Authority ("Authority").

I further agree that I will at all times protect the Authority's information and not make it available to any other source than Authority, unless so directed by the Authority in writing.

I further agree that this offer to furnish information technology services will remain in effect at the fees proposed for a period of not less than ninety (90) days from the date that proposals are due, and that this offer may not be withdrawn or modified during that time.

If this offer, or portion thereof, is accepted by the Authority and award is made thereon, I agree to enter into an agreement with the Authority to furnish information technology services as specified for the fees proposed.

I hereby certify that this proposal is genuine and that I have not entered into collusion with any other proposer(s), vendor(s) or any other person(s).

*Authorized Signature*

*Date:*

*Printed Name:*

*Phone Number:*

*Tax identification/SSN Director of Information technology:*

*Company Name:*

**RETURN THIS COPY (SIGNED) WITH YOUR PROPOSAL**