

# Request for Quotes – Grant Writing and Development Services

October 2023

## **Purpose:**

Umatilla County Fire District 1 (District) has initiated a Request for Quotes process to identify a qualified grant writing consultant or firm to secure local, region, and nationwide grant support for our organization's growth. This activity will include prospect research, funder screening, grant writing, and partnering with organization members to develop funding priorities. This is intended to be a multi-year engagement.

## **About Umatilla County Fire District 1:**

Umatilla County Fire District #1 is the largest Fire District in Eastern Oregon providing fire, emergency paramedic, and rescue services in a 230 Square Mile area for the residents of Hermiston and Stanfield Oregon and a portion of Umatilla County. The District's six (6) paramedic ambulances cover 620 square miles including the cities of Echo, Umatilla, Camp Rees and much of rural Umatilla County and portion of Morrow County. Hazmat services provided by the District span all of Umatilla County, Union County, Wallowa County, Morrow County, Wheeler County, Gilliam County, and roughly the north half of Grant County.

The District's Mission is to provide the highest quality of compassionate and professional services to its constituents. Their vision is to build the premier public safety emergency service provider in Eastern Oregon through aggressive personnel training, transparent financial oversight, creative problem solving, and regional cooperation.

The District is led by Scott Stanton, Chief Executive Officer and past President of the Oregon Fire Chiefs Association, who is responsible for a \$16.5m operating budget and an executive staff with over 130 years of combined experience managing emergency services. The team includes 83 employees, of which 36 are paramedics, 22 are EMTs, with volunteers and resident intern responders rounding out the force.

The District responds from five (5) fire stations to an average seventeen (18) calls per day resulting in approximately 6,500 calls for service annually. Over the past two years, there has been a twenty-one percent (21%) increase in emergency responses, the result of an aging population, opioid epidemic, mental health crises, and homelessness. As the region and the 4 communities served by the District continue to develop, calls for service will continue to increase.

Loss of tax revenues from tax abatement programs, inflation and supply chain delays resulting in cost escalations have created compounding funding problems for the District. Long-awaited

capital improvement programs like station renovations to provide new, improved, and co-ed living quarters, and the acquisition of badly needed firefighting and paramedic medical equipment have become exceedingly more expensive than originally budgeted. The District is committed to seeking additional funding and resources to help replace outdated equipment and hire needed personnel.

## **Quote Conditions and Information**

Quotes must be received by the District by 5:00 p.m. November 3<sup>rd</sup>, 2023. Late quotes will not be considered. The District highly encourages early submission of quotes.

Interest, qualified consultants shall submit one electronic version of the quote to the following email address:

**Fire Chief Scott Stanton**

[sstanton@ucfd1.com](mailto:sstanton@ucfd1.com)

The subject line must clearly state: **Quote for Grant Writing Services.**

Questions regarding this quote must be submitted in an email to Fire Chief Scott Stanton by EOD October 27<sup>th</sup>.

## **Scope of Work:**

- Project management of grant writing contract
- Conduct research to identify grant resources including, but not limited to federal, state, foundation, agencies, and organizations that support the District's funding needs and priorities in the following general areas by way of illustration by not limitation:
  - EMS equipment and supplies
  - Rescue equipment
  - Logistical items such as vehicles, storage facilities and equipment
  - Fire stations, fire and rescue apparatus
  - Community paramedicine program
  - Health and Wellness initiatives, equipment, and program development
  - Training props and equipment
  - Infra-structure development of training center
  - Work force development programs
- On-call Grant Research – In addition to the areas defined above other areas may be also identified through the Funding needs analysis process and throughout the duration of the contract.
- Information gathering from local organization team members, leadership, and development of records to understand existing funding and to develop a case for support and thoroughly understand the history, programs, and services of the District.

- Generally, Consultant or firm shall provide all materials and services associated with providing Funding Feasibility Study
- Grant proposal Development – Provide grant proposal writing services associated with the completion of grant applications on behalf of the District, including the preparation of funding abstracts, production, and submittal of applications to funding sources. A copy of each grant application submitted is to be provided to the District.

## **Quote Process & Requirements**

Quote should include the following elements:

- Letter of Interest. A cover letter formally responding to the RFQ and submitting your qualifications. The contents of this document must include a statement that attests to the accuracy of your submitted quote and the document must include your signature.
- Experience of consultant/consulting firm with nonprofit clients comparable in size and scope.
- Familiarity with Districts and like agencies.
- Project plan that demonstrates a clear understanding of the work to be performed, approach to meet with deliverables, and timeline for completion.
- Outline of deliverables to be provided, including estimate of number of proposals to be submitted
- Expectations of District team with estimated time commitment
- Names and bios for the consultant(s) who will be part of the project
- Proposed fee structure with time and cost projection
- References and contact information from two comparable current or former clients

## **Selection**

Award of the contract in the general form attached will be made to the proposer whose quote is, in the opinion of the District Board or its designee, in the best interest of the District, and based on the quote price, qualifications, experience, fee structure, ability to meet the needs of the District, and other factors considered. The District may choose to interview one or more highest ranked submittals. The District reserves the right to request additional information, reject all quotes, waive informalities in the quotes or the quote process, reject any quote not in accordance with this solicitation, or extend the deadline for submittal of quotes. Submittal of a quote indicates proposer's intent to be bound to the form contract attached. The District reserves the right to make changes and complete this contract in its sole discretion.

**ATTACHMENT A**  
**PERSONAL SERVICES CONTRACT**  
**Grant Development Services**

This Personal Services Contract for Grant Development Services (“Agreement”), is entered into this \_\_\_ day of \_\_\_\_\_, 2023 (Effective Date), by and between the UMATILLA COUNTY FIRE DISTRICT #1 (“District”), a municipal corporation of the State of Oregon, and \_\_\_\_\_ (“Contractor”), an independent contractor.

**1. Relationship.** Subject to the terms and obligations provided herein, the District desires engage the Contractor’s services, and the Contractor agrees to provide services to the District.

**2. Term.** The term of this Agreement shall begin on the Effective Date and terminate January 1, 2027 (“Initial Term”). After the Initial Term, the Agreement shall automatically renew for one (1) year, and shall automatically renew each year thereafter, until notice of termination is provided by either party pursuant to Section 15.

**3. Contractor Services and Obligations.** The Contractor agrees to provide the following services:

- A. Research and identify grant resources, including but not limited to federal, state, foundation, agencies, and organizations that support the district’s funding needs and priorities.
- B. Research, draft, and submit, with consent of the District, additional grant applications on behalf of the District.
- C. Work with the District’s administration and staff, and other necessary employees and volunteers, to identify potential areas of need related to identifying and preparing materials for grant applications, and explore grant opportunities related to those areas.
- D. Provide materials and services for funding feasibility study, as needed.
- E. Comply with all applicable laws and administrative rules regarding Contractor’s services and applicable requirements of ORS Ch. 279B for personal service contracts, attached hereto and incorporated by this reference (**Exhibit A**).
- F. Faithfully and diligently perform the duties required by this Agreement and not engage in any activity that is or may be contrary to the welfare, interest, or benefit of the District.

In performing the above-referenced services, Contractor shall use and employ best practices and the standard of care appropriate to the degree of skill and diligence normally employed by professionals performing the same or similar services at the time such services are performed. Contractor will reperform any services not meeting this standard without additional compensation, and shall perform such additional work as may be necessary to correct errors in the grant writing services required under this Agreement without undue delay and without additional cost.

**4. District Obligations and Representations.** The District hereby agrees that:

- A. The District will forward to Contractor for its review and preparation any grant proposals that District would like to apply for.
- B. The District Fire Chief, or other designee, shall act as Contractor's supervisor, and shall provide Contractor all necessary information, data, contact information, annual reports, surveys, and background information to Contractor so that Contractor can perform their services under this Agreement.

**5. Compensation.** As compensation for the services provided by Contractor under this Agreement, the District agrees to pay Contractor at a rate of \$\_\_\_\_.\_\_\_\_ per hour ("Hourly Rate"). All work to be performed under this Agreement must be pre-approved, in writing, by the District before Contractor may begin work and charge the Hourly Rate. If this Agreement is terminated at a time when the District has paid for services not yet provided, Contractor shall reimburse the District for that portion of compensation paid on a pro rata basis. If this Agreement is terminated at a time when Contractor has provided services for which payment has not been made, the District will pay Contractor for accepted services on a pro-rata basis.

**6. Independent Contractor.** Contractor is an independent contractor under this Agreement and is not an employee of District for any purpose. Contractor will not be under the direct control of the District in performing services under this Agreement.

- A. Contractor will be solely responsible for payment of any Federal, State, and local taxes required because of this agreement. This Agreement is not intended to entitle Contractor to any benefits generally granted to District's employees. Without limitation, the District's benefits, which are not intended to be extended by this Agreement, are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental insurance coverage, life and disability insurance, overtime, Social Security payments, Workers' Compensation, unemployment compensation, and retirement benefits.
- B. The Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement.

7. **Transfer or Delegation.** Contractor shall not transfer or delegate the responsibility for providing services to any other individual or agency without written approval from the District. Said approval shall be obtained prior to said transfer or delegation. Contractor shall remain responsible for any assignee's or transferee's performance in accordance with the terms and conditions of this Agreement. Any person or agency to whom the Contractor's obligations and services are transferred or delegated must agree to comply with the terms and conditions of this Agreement.

8. **Insurance.** Contractor shall maintain professional liability insurance in conjunction with services performed under this Agreement. The amount of insurance shall not be less than the maximum amount of the District's tort liability limits, as set by the Oregon legislature. Contractor shall name the District as an additional insured party, and shall provide proof of such coverage to the District upon request. The District maintains tort liability insurance within the amounts required under the Oregon Tort Claims Act.

9. **Indemnification.** Contractor agrees to indemnify, defend, and hold harmless the District and its officers, agents, and employees from and against any and all claims or demands for damages of any kind arising out of or connected in any way to the Contractor's performance of authorized services to the District under this Agreement. Subject to the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Contractor waives its right to indemnification a defense under this Agreement.

10. **Arbitration.** If any disputes, disagreements, or controversies arise between parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of either party, submit such dispute to binding arbitration. Except as otherwise provided in this Agreement, arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitration within five (5) days, an arbitrator may be appointed by the Umatilla County Circuit Court, upon the request of either party submitted in accordance with ORS 36.400. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.

The District and Contractor agree to a consolidated arbitration of such claims, disputes, and other matters in question regarding this Agreement. Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform their work pending resolution of a dispute, and the District shall make payments as required by the Agreement for undisputed portions of work.

11. **Attorney Fees.** If either party commences any arbitration, legal action, suit, or proceeding against the other to rescind, interpret, or enforce the terms of this Agreement, the

parties agree that the prevailing party shall be awarded reasonable attorney's fees and costs incurred in any such arbitration, action, suit or proceeding and in any later appeals filed, therefore. Such costs shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.

**12. Applicable Law.** This Agreement shall be construed in accordance with laws of the State of Oregon and venue shall be placed in Umatilla County.

**13. Severability.** If any part, term, or clause of this Agreement is held by a court or arbitrator to be unenforceable, of no effect or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and in force as if the Agreement did not contain the particular part, term, or clause held to be unenforceable.

**14. Entire Agreement; Amendment.** This Agreement represents the entire understanding of District and Contractor as to those matters contained herein. No prior oral or written understanding shall be in force or effect with respect to those matters covered hereunder. This Agreement may not be amended, except by mutual written agreement of the District and Contractor.

**15. Termination.** This Agreement may be terminated by any party during its term upon thirty (30) days written notice delivered to the other party. In the event of termination by District, the Contractor will be paid for any and all work completed and accepted by District as meeting the above-referenced standard of care prior to termination. Upon receiving a notice of termination, and except as otherwise directed in writing by District, Contractor will continue to perform Services to the date agreed upon as the termination date. In event of termination by Contractor, the District will be refunded any unused portion of Hourly Rate.

**16. Confidentiality.** Contractor shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality. Contractor shall require similar agreements from any subcontractors to maintain the confidentiality of District information.

**17. Access to Records.** The Contractor shall maintain, and the District and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the District.

**18. Force Majeure.** Contractor shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such failure is due to

causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

**19. Federal Funds.** If payment under this Agreement is to be charged against federal funds, Contractor is not currently employed by the federal government and the amount charged does not exceed Contractor's normal charge for the type of service provided.

**20. No Benefits.** Contractor will not be eligible for any federal Social Security, state Worker's Compensation, unemployment insurance or Public Employees Retirement System benefits from payments made pursuant to this Agreement, except as a self-employed individual.

**21. PERS.** Contractor is not a member of the Oregon Public Employees Retirement System and is not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

**22. Facsimile Signatures.** The delivery of signatures to this Agreement by facsimile or other electronic transmission shall be binding as original signatures.

**23. Signatures.** This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

////

///

//

/



**24. Notices.** All written notices required under this Agreement shall be mailed to the following addresses:

UMATILLA COUNTY FIRE DISTRICT #1	CONTRACTOR
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
Address: _____	Address: _____
Email: _____	Email: _____
Phone Number: _____	Phone Number: _____

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

**CONTRACTOR**

\_\_\_\_\_  
Date

**UMATILLA COUNTY FIRE DISTRICT #1**

\_\_\_\_\_  
Fire Chief Date

## **EXHIBIT A**

### **ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR PERSONAL SERVICES**

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If City is unable to determine the validity of any claim for labor or material furnished, City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the Contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).

- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq*). ORS 279B.235(3).
- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).
- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) Contractor shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper or other products as defined in ORS 279A.010.
- (12) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318. Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.
- (13) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.