

**NOTICE  
REQUEST FOR PROPOSALS  
FOR EMERGENCY SERVICES AND SUPPLIES  
EAGLE COUNTY, COLORADO**

Eagle County, Colorado

April 28, 2017

Eagle County is soliciting proposals for the provision of services and supplies that might be needed in emergency situations in northwest Colorado for one year from the date of award. This Request for Proposals ("RFP") will be non-exclusive. Eagle County reserves the right to purchase supplies or services from multiple parties.

Eagle County is part of the Northwest All Hazards Emergency Management Region ("NWAHEMR") which is comprised of Eagle, Garfield, Grand, Jackson, Mesa, Moffat, Pitkin, Rio Blanco, Routt and Summit Counties. Counties other than Eagle County may also be seeking emergency services and supplies. Links to websites which may contain proposal documents for vendors interested in providing services and supplies in other counties are set forth below. Nothing herein shall create an obligation on the part of any county.

The types of services, supplies, materials and equipment being sought on an on-call emergency basis by Eagle County include, without limitation, food services, lodging, sand bags, potable/bottled water, port-a-potties, engineering services, heavy equipment and such other services and supplies as may be necessary in an emergency. If you have a question about whether the services or supplies you offer are responsive to this RFP please contact Barry Smith at set forth below.

**Those vendors desiring to provide emergency services and supplies to Eagle County, Colorado should respond to this RFP prior to 5:00 p.m. on June 30, 2017. Vendors with fully executed agreements in place with Eagle County at the time of an emergency will be contacted to provide their specific services and/or supplies before Vendors without an agreement are engaged.**

**Participation from small and minority businesses, women's business enterprise and labor surplus area firms is encouraged.**

The Complete RFP for Eagle County is located at: [www.eaglecounty.us/emergency](http://www.eaglecounty.us/emergency)

Information on the Eagle County RFP may be obtained from:

Barry Smith  
Eagle County Emergency Management Director  
Post Office Box 850  
500 Broadway  
Eagle, Colorado 81631  
[emergency@eaglecounty.us](mailto:emergency@eaglecounty.us)  
Telephone: 970-328-3545  
Fax: 970-328-8694

**EAGLE COUNTY REQUEST FOR PROPOSALS  
INSTRUCTIONS TO PROPOSERS**

1. Eagle County, Colorado will be receiving proposals for emergency services and supplies by e-mail, only. Proposals must be received no later than 5:00 p.m. on June 30, 2017 at the Eagle County Department of Emergency Management via e-mail to [emergency@eaglecounty.us](mailto:emergency@eaglecounty.us)
2. Any question, interpretation or clarification regarding this Request for Proposals (RFP) is required 7 calendar days prior to the due date or no later than 5:00 p.m. on June 23, 2017. Responses, if any, will be issued by addenda posted to [www.eaglecounty.us](http://www.eaglecounty.us). All questions regarding this proposal must be in writing to Barry Smith, Director of Emergency Management. Questions must be e-mailed to [emergency@eaglecounty.us](mailto:emergency@eaglecounty.us) No additional questions will be accepted after the date and time referenced above unless good cause is shown as determined by Eagle County in its sole discretion. Oral interpretations shall be of no force and effect.
3. Eagle County reserves the right, in its sole discretion, to reject any and all proposals submitted in response to this RFP, to waive or not waive informalities or irregularities in proposals received or RFP procedures. Eagle County also reserves the right to re-advertise, or to otherwise provide the services as determined by Eagle County to be in its best interest, and to accept any portion of a proposal deemed to be in the best interests of Eagle County to do so, or further negotiate cost, terms or conditions of any proposal determined by Eagle County to be in its best interests. **EAGLE COUNTY MAY CONTRACT WITH MULTIPLE VENDORS FOR THE SAME OR SIMILAR SERVICES AND/OR SUPPLIES AT DIFFERENT RATES, PRICES AND CHARGES. AT THE TIME OF ANY EMERGENCY, EAGLE COUNTY MAY CONTACT ONE OR MORE VENDORS TO SUPPLY THE SAME OR SIMILAR SERVICES AND/OR SUPPLIES EVEN THOUGH NOT THE LOWEST COST SUPPLIER(S) ALL AS DETERMINED BY EAGLE COUNTY IN ITS SOLE DISCRETION. THE FACT THAT A VENDOR IS AWARDED AN AGREEMENT UNDER THIS RFP IS NOT A PROMISE OR ASSURANCE THAT EAGLE COUNTY IS REQUIRED TO OR WILL ACTUALLY PURCHASE ANY AMOUNT OF SERVICES OR SUPPLIES.**
4. Eagle County may, at its sole discretion, modify or amend any and all provisions herein. If it becomes necessary to revise any part of the RFP, addenda will be provided through posting at [www.eaglecounty.us](http://www.eaglecounty.us). Eagle County reserves the right to extend the RFP submittal date or to postpone the award of any agreement.
5. Proposals meeting certain minimum criteria set forth herein and upon review by a selection committee may be awarded an on-call services agreement in a form acceptable to Eagle County.
6. Respondents may be asked to supplement their initial proposals with additional written material or information. Eagle County may arrange for in-person interviews.
7. Respondents must meet the following minimum criteria:
  - a. See Exhibit A for general minimum requirements applicable to all respondents.

- b. See Exhibit B for minimum requirements applicable to respondents proposing food services.
- c. See Exhibit C for minimum requirements applicable to respondents proposing engineering services.
- d. See Exhibit D for minimum requirements applicable to respondents providing porta-potties or other waste management services
- e. See Exhibit E for minimum requirements applicable to respondents providing heavy equipment.

Eagle County anticipates granting contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions hereof.

- 8. Respondent is encouraged to clearly identify any proprietary or confidential data or information submitted with the proposal. Regardless of whether or not so marked, Eagle County will endeavor to keep that information confidential, separate and apart from the proposal. Notwithstanding the foregoing, respondent acknowledges that Eagle County may be required to release the information in accordance with the Colorado Open Records Act or order of the court.
- 9. Eagle County will not pay for any information requested herein, nor is it liable for any costs incurred by the respondent in connection with its response to this RFP.
- 10. No work shall commence nor shall any invoices be paid until the successful respondent has entered into a fully executed agreement with Eagle County to include a specific signed purchase order and provides the requested proof of insurance.
- 11. As of August 7, 2006, state and local government agencies are prohibited from purchasing services from any contractor that knowingly employs undocumented individuals to help carry out publicly funded work. Pursuant to the provisions of Colorado Revised Statutes, 8-17.5-101, vendors must certify that they are using the E-Verify Program or Department Program to verify the employment eligibility of new employees. If a vendor awarded a contract violates the provisions of Colorado Revised Statutes 8-17.5-101(2), the state or local government agency may terminate the contract and the vendor will be liable for damages to such agency.
- 12. No telephone or oral proposals will be accepted.
- 13. Proposals must be clearly identified in the e-mail subject line by proposal title. Responsibility for timely submittal of proposals lies solely with the respondent. Proposals received after the closing time specified will not be considered unless good cause is shown as determined by Eagle County in its sole discretion.
- 14. Respondent(s) who submit a proposal are responsible for becoming fully informed regarding all circumstances, information, laws and any other matters that might, in any way, affect the respondent's role and responsibilities. Any failure to become fully knowledgeable shall be at the respondent's sole risk. Eagle County assumes no responsibility for any interpretations made by respondents on the basis of information provided in this RFP or through any other source.
- 15. All respondents must include a fully executed Proposal Form with their proposal.

16. This RFP is not intended to completely define the contractual relationship to be entered into with the successful respondent(s).
17. Upon identification by Eagle County, Eagle County will give successful respondent(s) the right to negotiate an agreement acceptable to Eagle County. In the event that an agreement satisfactory to Eagle County cannot be reached, Eagle County may not enter into an agreement, or may enter into negotiations or agreements with one or more of the other respondents. Eagle County may choose to discard all proposals and re-issue another RFP. This RFP is non-exclusive and Eagle County reserves the right to enter into agreements with multiple vendors providing the same or similar services at different rates, prices and charges.
18. The successful respondent(s) will perform all of the work or services indicated in the proposal in compliance with the negotiated agreement.
19. Respondents that may offer supplies or services exceeding \$100,000 shall complete the Lobbying Certification attached as Exhibit F and shall submit the same with its proposal.
20. Successful respondent(s) will be expected to enter into an agreement substantially in the form attached as Exhibit G.
21. Eagle County strives to avoid unnecessary or duplicative items in its contracting process.
22. Eagle County will not use a time and materials type contract unless good cause is determined by Eagle County in its sole discretion. Any such award shall include a not to exceed contract price.
23. Participation from small and minority businesses, women's business enterprise and labor surplus area firms is encouraged. Eagle County will (i) place small and minority businesses and women's business enterprises on solicitation lists; (ii) solicit small and minority businesses and women's business enterprises when they are a resource; (iii) divide total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) establish delivery schedules, where requirements permit, which encourage participation by small and minority businesses, and women's business enterprises; (v) use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (vi) the Agreement to be entered into will require, if subcontracts are to be let, to take the affirmative steps listed above.

**REQUEST FOR PROPOSAL  
PROPOSAL FORM  
THIS PROPOSAL FORM MUST BE SUBMITTED WITH YOUR PROPOSAL**

TO: Eagle County, Colorado  
Barry Smith  
Emergency Management Director  
500 Broadway  
Post Office Box 850  
Eagle, CO 81631  
emergency@eaglecounty.us

Re: RFP FOR ON-CALL EMERGENCY SERVICES AND SUPPLIES

The undersigned, having examined the Instructions to Proposers and any and all documents related to the above referenced RFP:

- (a) Agree to comply with all conditions, requirements, and instructions of the Request for Proposal as stated or implied therein;
- (b) Acknowledges the right of Eagle County, Colorado in its sole discretion to reject any or all proposals submitted, and that an award may be made to a multiple respondents for the same or similar services and at different rates, prices and charges.
- (c) Acknowledges the right of Eagle County, Colorado in its sole discretion to contract with one or more vendors supplying the same or similar services even though at different rates, prices and charges and even though not the lowest cost in the event of an emergency.
- (d) Acknowledges that the fact that if respondent is awarded an agreement under this RFP, such award is not a promise or assurance that Eagle County is required to or will actually purchase any amount of services or supplies.
- (e) Acknowledges the right of Eagle County, Colorado, in an emergency and its sole discretion, to seek the same or similar services from third parties who have not otherwise responded to this RFP to protect the health, safety and welfare of the County and its citizens.
- (f) Acknowledges and agrees that the discretion of Eagle County, Colorado in selection of the successful proposers shall be final, not subject to review or attack; and
- (g) Acknowledges that this proposal is made with full knowledge of the foregoing and full agreement thereto.

By submission of this proposal, and signature below, the respondent acknowledges that s/he has the authority to sign this Proposal Form and bind the company named below. The proposer further acknowledges that Eagle County, Colorado has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to Eagle County of any and all information sought in such inquiry or investigation.

Company Name: \_\_\_\_\_  
Title of Proposer: \_\_\_\_\_  
Signature of Proposer: \_\_\_\_\_

## **REQUEST FOR PROPOSAL EMERGENCY SERVICES AND SUPPLIES**

### **PROJECT DESCRIPTION**

Eagle County is seeking services, supplies, materials and equipment on an on-call emergency basis to include, without limitation, food services, lodging, sand bags, potable/bottled water, port-a-potties, engineering services, heavy equipment and such other services and supplies as may be necessary in an emergency. Eagle County anticipates granting agreements only to responsible contractors possessing the ability to perform successfully under the terms and conditions hereof.

### **SCOPE OF SERVICES**

Eagle County desires to enter into on-call agreements for services, supplies, materials and equipment. In an emergency, Eagle County may contact vendors with contracts in place to provide the needed services and supplies. Rates and charges will be identified in each agreement. At the time of the emergency, Eagle County will prepare a purchase order to identify the quantity of services and supplies to be provided all of which will be subject to the terms and conditions of the agreement between the vendor and Eagle County. Vendors with fully executed agreements in place with Eagle County at the time of an emergency will be contacted to provide their specific services and/or supplies before Vendors without an agreement are engaged. Nothing herein shall require Eagle County to purchase services or supplies from a vendor during the term of any agreement. The following list, while not exhaustive, contains needed on-call emergency services:

- Transportation vehicles (i.e. trucks with drivers - with and without refrigerators units, and bus rental with drivers).
- Tent rental with climate control option of heat and/or air.
- Generator rental with requirement of on-site refueling.
- Cots, blankets, sheets, pillows, and linens.
- MREs and sourcing for catering food (MREs may need to be two types: high calorie for workers and lower calorie for evacuees not working).
- Food sourcing – listing of vendors not requiring electricity to provide services.
- Office supplies.
- Water (bottle and bulk – for drinking and general use).
- Communication equipment, including portable communication tower, (trailer mounted), satellite phones, radios, pre-established agreements with local communications carriers for priority emergency services during an event, GPS-mobile/handheld units. The Procurement Office should maintain a current and centralized listing of registered prospective vendors who can supply specific emergency needs to the State. This list should also include nonbusiness hours emergency contact information for night, weekends, and holidays.
- Portable lighting (indoor and outdoor).
- Housing, feeding, and sanitation capabilities and/or base camp facilities.
- Portable toilets, including service on a regular basis.
- Sanitary requirements, including – if necessary – the capture and removal of waste water such as water used to shower off chemicals or other hazardous materials.
- Security services, including security escorts for sensitive items transported (private companies as well as Memoranda of Agreement [MOA] with State and local assets).
- Cleaning supplies (bleach, alcohol, hand sanitizer, disinfectants, etc.).
- Safety equipment (safety glasses, hearing protection, work gloves, rubber gloves).

- Chain saws.
- Fuel tankers with driver with capability of on-site re-fueling – tanker to vehicle and generator (diesel and gasoline).
- Fuel contracts, including refueling plan and pre-established locations.
- Emergency rescue equipment, including fire-fighting, chemical suits, gas masks, helicopters with lifts/movers.
- Body bags.
- Earth moving equipment.
- Sand bags.

## PROPOSAL SUBMITTAL REQUIREMENTS

1. **Proposal Form.** Must be signed and submitted with response.
2. **Qualifications and Experience.** Briefly explain your company’s qualifications, licensure, if any, to provide the services and/or supplies, e.g., years in business, staffing, vehicles to be utilized and experience. Please provide a brief summary of your experience, depth of staff to perform services and resumes of key personnel.
3. **Schedule.** Please confirm your availability to provide the services and/or supplies and lead time, if any. It is preferred that respondents be available twenty-four hours a day, seven days each week. In the event you are only available at certain hours or dates, please supply that information. Alternative schedules for small and minority businesses and women’s business enterprises may be considered.
4. **Budget/Pricing.** Please provide your rates, charges or fees to provide the services and/or supplies.
5. **Familiarity with Eagle County.** Provide a narrative describing familiarity with Eagle County.
6. **References.** Please provide three (3) references from current customers receiving the same or similar service(s). Include name of entity, contact name and telephone number.
7. **Legal Issues.** Are there any lawsuits, federal, state or local tax liens, or any potential claims or liabilities against you, your company or the officers of the company at this time or within the last three years? If so, please explain.
8. **Evaluation Criteria.** Proposals meeting certain minimum criteria set forth herein and upon review by a selection committee may be awarded an on-call services agreement in a form acceptable to Eagle County. Vendors to be awarded an agreement must meet the following minimum criteria:
  - a. See Exhibit A for general minimum requirement applicable to all respondents.
  - b. See Exhibit B for minimum requirements applicable to respondents proposing food services.
  - c. See Exhibit C for minimum requirements applicable to respondents proposing engineering services.

- d. Exhibit D for minimum requirements applicable to respondents providing porta-potties or other waste management services.
- e. Exhibit E for minimum requirements applicable to respondents providing heavy equipment.

**Please note: All services and supplies are subject to inspection and acceptance by Eagle County in its sole discretion at the time of service.**

- 9. Provide the signed Lobbying Certification if applicable.



### **Exhibit A – GENERAL REQUIREMENTS**

1. Respondent must generally be available to provide services and/or supplies twenty-four hours a day, seven days a week and be able to provide the services and supplies on an emergency basis.
2. Respondent must generally be able to respond within a short period of time from notice, usually in less than twenty-four hours.
3. Respondent must possess all necessary licenses and permits to do business in Eagle County, Colorado.
4. Respondent must be able to provide the insurance required by Eagle County and comply with the terms of the agreement substantially in the form attached as Exhibit G.
5. Respondent must provide documentation such as time records, weight slips, invoices, etc. to facilitate reimbursement for those services rendered.
6. Pricing for equipment must be in line with 2015 FEMA Schedule of Equipment rates. <https://www.fema.gov/media-library-data/1444398992310-b880a945b45f4ee2503909c4550ecd20/2015EquipmentRates508.pdf>
7. Personnel costs may be reimbursed separate from equipment rates subject to applicable federal requirements and contract terms and conditions

### **Exhibit B– FOOD SERVICE REQUIREMENTS**

1. Respondent must meet all food preparation licensing requirements of Eagle County, Colorado.
2. Respondent must understand and implement basic safe food handling practices in addition to licensure as required in number 1 above.
3. Respondent must be able to provide nutritious wholesome meals for numbers in excess of 20 people.
4. Respondent must be able mobilize, stage and provide the required services within twenty-four hours of notice to activate by the County.
5. Respondent must be able to provide hot and cold meals for at four designated times throughout a twenty-four hour period (including breakfast, lunch, dinner and midnight meal).
6. Respondent must be able to provide this service, at the indicated rate, until deemed conclusive by the County.
7. Respondent must be able to deliver and as needed serve food to locations throughout Eagle County, Colorado.

### **Exhibit C – ENGINEERING SERVICES**

1. Engineers of all disciplines (i.e. structural, geotechnical, civil, etcetera) must provide examples of experience in their respective area of expertise.
2. Respondent must be a Colorado licensed P.E. during the term of the Agreement.
3. Respondent must be able to quickly make sound and educated decisions based upon limited information.
4. Respondent must be adept at reading and understanding construction drawings of all disciplines and possess the experience necessary to distinguish distress from normal serviceability deficiencies on a building or structure.
5. Respondent must be able to communicate and coordinate effectively with various County, State and Federal departments and agencies.

**Exhibit D – PORTABLE TOILET FACILITIES**

1. Portable toilets and associated other facilities or equipment include delivery, relocation as needed, and pick up.
2. Portable toilets and associated other facilities require two services daily with cleaning and wiping down.
3. Dump fees will be compensated by the County unless otherwise indicated.
4. Hand wash stations to be provided along with portable toilets and shall include set up and tear down, water and cleaning as needed.

### **Exhibit E – HEAVY EQUIPMENT**

1. At the time of hire and for the duration of the incident, each operator of equipment shall have and maintain all appropriate Personal Protective Equipment (PPE).
2. Equipment hired with operator is hired “wet.” Equipment hired without an operator is hired “dry.”
3. When equipment is hired “wet,” it is the vendor’s responsibility to provide fuel, oil, grease, filters, parts, service, and labor required to maintain equipment in safe operating condition.
4. When preparing the proposal for Emergency Services and Supplies, the vendor should indicate how the equipment will be fueled and serviced.
5. Driver’s License: All operators of vehicles must possess a current driver’s license for the type of vehicle being operated. Operators of any motor vehicle having a Gross Vehicle Weight Rating (GVWR) of more than 26,000 lbs. must have a Commercial Driver’s License (CDL) (with necessary Endorsements), valid for the State of Colorado.
6. All vehicles used under any resulting contract must currently be legally licensed, or approved to operate in the State of Colorado, and must meet the requirements for commercial vehicles, noncommercial vehicles, or Special Equipment (SE) vehicles, as appropriate. Vehicle licenses must be continuously in force. At the time the agreement is prepared, the vendor will provide proof that he/she is the current registered or legal owner of the vehicle(s) to be covered by the agreement, or that he/she has a current and valid lease, rental agreement or written business partnership agreement covering these vehicles. Leased vehicles will be registered in the name of the vendor.
7. Equipment that is not registered in the name of the vendor or owned by the vendor must be controlled and paid for by the vendor under a written agreement. All equipment leases must be signed and dated by both parties, and must include terms commonly found in an equipment lease, such as term of the agreement, list of equipment, equipment rates, labor rates, limitations on use and control of the equipment, and responsibility for maintenance and repair.
8. For equipment, such as bulldozers, a copy of the bill of sale and of the most recent unsecured personal property tax bill for the equipment will suffice as proof of ownership.

**Exhibit F**  
**LOBBYING CERTIFICATION**  
*{To be submitted with each proposal which may exceed \$100,000}*

The undersigned certifies, to the best of his or her knowledge, that:

No federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard from LLL "Disclosure Form to Report Lobbying, in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. § 3801 et. seq. apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**EXHIBIT G**  
**SAMPLE ON-CALL AGREEMENT**