

**NOTICE
REQUEST FOR PROPOSALS
TO DEVELOP RESILIENCE PLAN FOR
EAGLE COUNTY, COLORADO**

Eagle, Colorado

January 9, 2019

Eagle County is soliciting proposals for the services of a consultant to develop a Community Resilience Plan (the “Plan”) to assist the County and its partners in identifying and mitigating against the risk of environmental, economic and health impacts resulting from climate change. The Plan deliverable will include a final document with direct actionable recommendations to address identified risk factors affecting resilience of the Eagle County mountain region.

The project scope of work includes completion of a needs assessment, stakeholder process, plan development, and public presentation to take place from April through October 2019.

This Request for Proposals (“RFP”) will be non-exclusive. Eagle County reserves the right to purchase supplies or services from or contract with other professionals or consultants.

Proposals must be submitted via email to adam.palmer@eaglecounty.us by 5 pm, Friday, February 15, 2019. Any proposal received after this time will not be considered.

The complete RFP document is available at www.eaglecounty.us/rfp/.



REQUEST FOR PROPOSALS INSTRUCTIONS TO PROPOSERS

1. Eagle County will be receiving proposals via email to adam.palmer@eaglecounty.us no later than 5:00 p.m., Friday, February 15, 2019. Any proposals received after that time will not be considered.
2. Any question, interpretation or clarification regarding this Request for Proposals (RFP) is required seven (7) calendar days prior to the proposal due date. Responses, if any, will be issued by addenda posted to www.eaglecounty.us/rfp/. All questions regarding this proposal must be emailed to adam.palmer@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 or work as determined by Eagle County to be in its best interest, and to accept any portion of the 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.
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 <http://www.eaglecounty.us/rfp/>. Eagle County reserves the right to extend the RFP submittal date or to postpone the award of an agreement.
5. All proposals will be reviewed by a selection committee and any other review as determined to be necessary. Respondents may be asked to supplement their initial proposals with additional written material. Eagle County may shortlist respondents based upon an evaluation of the written submittals. Eagle County may arrange for in-person interviews with the short-listed respondents for a detailed presentation.
6. The selected proposal will be the one considered the most advantageous and will be evaluated for responsiveness to the project overall qualifications, similar experience working in Eagle County or similar Colorado mountain region, references, costs, ability to perform work in a timely manner and any other factors County may identify and consider in its sole discretion. Eagle County may award a contract even if not the lowest priced proposal.
7. Respondents are 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.

8. 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.
9. No work shall commence nor shall any invoices be paid until the successful respondent has entered into a fully executed agreement with Eagle County and provides the requested proof of insurance.
10. As of August 7, 2006, state and local government agencies are prohibited from purchasing services from any contractor that knowingly employs illegal immigrants to help carry out publicly funded work. Pursuant to the provisions of Colorado Revised Statutes, 8-17.5-101, contractors must certify that they are using the E-Verify Program or Department Program to verify the employment eligibility of new employees. If a contractor awarded 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 contractor will be liable for damages to such agency.
11. No oral or telephone proposals will be accepted. Only electronic proposals emailed to adam.palmer@eaglecounty.us will be accepted. Proposers will be notified of receipt of proposal. Proposals received after the closing time specified will not be considered. Responsibility for timely submittal of a proposal lies solely with the respondent.
12. 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.
13. Eagle County reserves the right to award an agreement to the respondent that demonstrates the best ability to fulfill the requirements of the project based upon our evaluation of the selection criteria.
14. This RFP is not intended to completely define the contractual relationship to be entered into with the successful respondent(s).
15. Upon identification by Eagle County of the successful respondent, Eagle County will give the successful respondent the first 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 enter into negotiations with one or more of the remaining respondents. Eagle County may choose to discard all proposals and re-issue another RFP.
16. The successful respondent will perform all of the work or services indicated in the proposal in compliance with the negotiated agreement.

17. All respondents must include a fully executed Proposal Form with their proposal.
18. The successful respondent(s) will be required to provide insurance and indemnify Eagle County as part of any agreement that may be awarded.
19. The successful respondent shall comply with the following insurance language which shall be included in the agreement to be awarded unless otherwise agreed to in writing by Eagle County:

“Consultant agrees to provide and maintain, at Consultant’s sole cost and expense, the following insurance coverage with limits of liability not less than those stated below:

a) Types of Insurance.

i) Workers’ Compensation insurance as required by law.

ii) Auto coverage with limits of liability not less than \$1,000,000 each accident combined bodily injury and property damage liability insurance, including coverage for owned, hired, and non-owned vehicles.

iii) Commercial General Liability coverage to include premises and operations, personal/advertising injury, products/completed operations, broad form property damage with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate limits.

iv) Professional Liability Insurance with prior acts coverage for all Services required hereunder, in a form and with an insurer or insurers satisfactory to County, with limits of liability of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. In the event the professional liability insurance is on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement. Continuous coverage will be maintained during any applicable statute of limitations for the Services and Project.

b) Other Requirements.

i) The automobile and commercial general liability coverage shall be endorsed to include Eagle County, its associated or affiliated entities, its successors or assigns, elected officials, employees, agents and volunteers as additional insureds.

ii) Consultant’s certificates of insurance shall include all sub-consultants as additional insureds under its policies or Consultant shall furnish to County separate certificates and endorsements for each sub-consultant. All coverage(s) for sub-consultants shall be subject to the same minimum requirements identified above. Consultant and sub-consultants, if any, shall maintain the foregoing coverage in effect until the Services are completed. In addition, all such policies shall be kept in force by Consultant and its sub-consultants until the applicable statute of limitations for the Project and the Services

has expired.

iii) Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Colorado and with an "A.M. Best" rating of not less than A-VII.

iv) Consultant's insurance coverage shall be primary and non-contributory with respect to all other available sources. Consultant's policy shall contain a waiver of subrogation against Eagle County.

v) All policies must contain an endorsement affording an unqualified thirty (30) days notice of cancellation to County in the event of cancellation of coverage.

vi) All insurers must be licensed or approved to do business within the State of Colorado and all policies must be written on a per occurrence basis unless otherwise provided herein.

vii) Consultant's certificate of insurance evidencing all required coverage(s) is attached hereto. Upon request, Consultant shall provide a copy of the actual insurance policy and/or required endorsements required under this Agreement within five (5) business days of a written request from County, and hereby authorizes Consultant's broker, without further notice or authorization by Consultant, to immediately comply with any written request of County for a complete copy of the policy.

viii) Consultant shall advise County in the event the general aggregate or other aggregate limits are reduced below the required per occurrence limit. Consultant, at its own expense, will reinstate the aggregate limits to comply with the minimum limits and shall furnish to County a new certificate of insurance showing such coverage.

ix) If Consultant fails to secure and maintain the insurance required by this Agreement and provide satisfactory evidence thereof to County, County shall be entitled to immediately terminate this Agreement.

x) The insurance provisions of this Agreement shall survive expiration or termination hereof.

xi) The parties hereto understand and agree that County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or rights, immunities and protections provided by the Colorado Governmental Immunity Act, as from time to time amended, or otherwise available to County, its affiliated entities, successors or assigns, its elected officials, employees, agents and volunteers.

xii) Consultant is not entitled to workers' compensation benefits except as provided by Consultant, nor to unemployment insurance benefits unless unemployment compensation coverage is provided by Consultant or some other entity. The Consultant is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement."

20. Further, the successful respondent shall comply with the following indemnification language which shall be included in the agreement to be awarded:

“Indemnification. The Consultant shall indemnify and hold harmless County, and any of its officers, agents and employees against any losses, claims, damages or liabilities for which County may become subject to, insofar as any such losses, claims, damages or liabilities arise out of, directly or indirectly, this Agreement, or are based upon any performance or nonperformance by Consultant or any of its sub-consultants hereunder; and Consultant shall reimburse County for reasonable attorney fees and costs, legal and other expenses incurred by County in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnification shall not apply to claims by third parties against the County to the extent that County is liable to such third party for such claims without regard to the involvement of the Consultant. This paragraph shall survive expiration or termination hereof.”

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

TO: Eagle County Government
500 Broadway
Post Office Box 850
Eagle, CO 81631

Re: RFP for Eagle County Resiliency Plan

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 proposer even though not the lowest cost;
- (c) 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
- (d) 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 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 PROPOSALS

Resiliency Plan Eagle County, Colorado

Purpose:

This Request for Proposals is issued to the public to seek the services of a qualified consultant to conduct a needs assessment, facilitate a stakeholder process, and develop and write a Community Resiliency Plan (the “Plan”) for Eagle County, Colorado to assist the County and its partners in mitigating against the risk of environmental, economic and health impacts due to climate change.

Background Summary:

Mountain regions are particularly vulnerable to climate impacts due to their hydrology, ecology, and recreation-based economies. Small changes in a warming climate have an exaggerated effect on all sectors of our mountain community. Low snowpack levels create a loss of tourism and recreational opportunities, and the effects ripple throughout the community, usually hitting our vulnerable and lower-income populations the hardest. The risk of severe wildfire in Eagle County poses an immediate threat to the health and safety of our residents, and leads to a host of negative long-term impacts related to the destruction of private property and infrastructure, suppression costs, loss of natural resources, community displacement, and reductions in water quality. Also, historical snowpack and water cycles have changed, and climate forecasts for the rocky mountain region predict that the likelihood of warmer temperatures and longer droughts will impact the availability of historical water flows and snow melt.

Over the last decade, Colorado communities have demonstrated that resilience planning is a cornerstone of protecting and mitigating the negative impacts of a warming climate. Resilience strategies include reducing the risks that wildfires pose to housing and infrastructure; monitoring and restoring watersheds and the natural environment; diversifying the local economy; mitigating the impacts of drought; and better preparing for the next natural disaster.

The Eagle County Resilience Team has created a draft vision statement for the Eagle County Resiliency Plan which reads as follows:

Our community and environment are changing, and the future is uncertain, but when we work together, we are best able to adapt and thrive. Therefore, we need your help so our actions reflect shared values for our future:

- Prosperous & equitable communities*
- Resilient & sustainable landscapes*
- Healthy & safe residents*
- Connected & collaborative stakeholders*

Eagle County seeks to create a framework which defines, cultivates and empowers a culture of resilience for the Eagle County community. Aspects of this framework shall be included in the plan and include:

- Climate and weather forecasts and trends
- Hazards and threats as they relate to wildfire, drought, economic vitality, vulnerable populations, and other risks
- Potential shocks and stresses to our environment and community
- Current policies, programs, and activities which aim to improve the community's resilience to hazards or changing climate conditions.

This framework will take into account risks from natural hazards as well as observed and projected changes in climate, and will identify integrated resilience goals, objectives and strategies while applying an equity lens and minimizing disproportionate impacts upon vulnerable populations.

Project Description and Scope of Work:

The project consists of the following phases:

1. **Needs Assessment:** The successful consultant shall conduct a needs assessment to include the following:
 - a. A literature review that describes other potential vulnerabilities/impacts and also model plans, policies/strategies and best practices, especially from other winter resort communities.
 - b. A review of relevant local plans, policies and programs that already exist and can support the resilience framework (e.g., hazard mitigation plans, land-use regulations, watershed plans, economic development plans, governmental services to vulnerable populations, etc.)
 - c. Data gathering and analysis through a resilience and environmental justice lens: maps (source water area and watershed protection plans, vulnerable infrastructure, wildfire hazard map, FEMA flood plain/flood hazard maps); GIS population/geographic mapping; census data (e.g. race/ethnicity, income, other vulnerable populations), climate and weather forecasts and trends.
 - d. Presentation of assessment conclusions, along with recommendations for key components of the framework, and a draft outline of the Plan.
2. **Stakeholder Process.** Based on the needs assessment, identify and establish the Resilience Working Group (RWG) of community stakeholders in partnership with core Eagle County Resilience Team members, and facilitate stakeholder meetings to identify

goals, policy/strategies and key partner commitments for each component of the framework.

- a. Support and advise the RWG with resilience planning best practices, key strategies, policy issues and opportunities. Provide technical assistance to the RWG and sector subcommittees as requested.
 - b. Perform key informant interviews to better enhance an understanding of the threats and opportunities that Eagle County is likely to encounter, in addition to resilience capabilities and resources that already exist through local policy, plans and programs, and integrate the inventory of county resilience capabilities and resources into the Plan document.
 - c. Identify any gaps in the process and assessment and support the RWG in completing those necessary tasks
3. **Plan Development.** From needs assessment and stakeholder input, construct draft plan outline and compile input into a document outlining best practice recommendations which are usable and understandable to stakeholder representatives and the public.
- a. Present the RWG with a draft outline and key elements of the Plan for feedback and additional input.
 - b. Facilitate the development and articulation of strategies identified by the RWG for inclusion into the Plan in a logical sequence and using direct actionable language.
 - c. Present draft version(s) of the Plan to the RWG as necessary to refine the improve the document, rechecking with the original goals and needs assessment work to ensure the document is on track.
 - d. Complete final draft of the Plan, including aesthetic layout, formatting and graphics.
4. **BOCC/Public Review and Presentation of Plan.** Present Plan final draft to the Eagle County Resilience Team/Resilience Work Group and the Eagle County Board of Commissioners for review and input. Upon completion, provide final document(s) to County along with a minimum of two final / additional presentations to the Board of County Commissioners and/or public/stakeholder group (to be determined).

Project Timeline:

RFP Close: February 15, 2019

Respondent selection: February 28, 2019

Agreement completion: March 31, 2019

Preliminary Eagle County and community stakeholder meetings: April - July 2019

First draft plan Eagle County and community stakeholders for review: August 2019

Final Plan presentation to BOCC and the public: October 2019

Required Qualifications and Specifications:

Successful respondent must demonstrate proficiency and relevant experience in resilience planning, environmental and public health hazards, disaster mitigation, wildfire and/or flood mitigation, and emergency management, as well as ability to facilitate diverse groups and construct a well-formatted professional plan which is easy to read and understand, utilizing relevant graphics and imagery.

Demonstrated experience in the fields of Forestry, Economics, Natural Resource Management, Climate or Environmental Science, Fire Science, Soil/Plant Science, Sociology, or other related field is preferred.

Consultant team subject matter expertise, including any certifications and/or standards which emphasize any of the following:

- Resiliency Planning (Required)
- Disaster Recovery (Preferred)
- Community Engagement (Required)
- Community Planning and Land Use (Preferred)
- Infrastructure (Preferred)
- Watershed and Natural Resource Management (Preferred)
- Economic Development (Preferred)
- Housing (Preferred) Health and Human Services (Preferred)
- Emergency Management/Preparedness (Preferred)
- Risk Assessment (Preferred)
- Other

Required Information:

Respondents should prepare a proposal for the County which addresses their approach to the scope of work, a timeline for completion, and the deliverables that would be received by the County. A detailed budget of costs associated with each of the items in the scope of work must accompany the proposal.

Respondents must include the following information in their submittal. Please limit the written response to concise relevant information. Relevant backup material can be attached but voluminous or elaborate proposals are discouraged.

1. Proposal Form must be signed and submitted with response.
2. Please include the name, address, phone number and email of the company or firm, and primary contact person on the cover page of the proposal.

3. Include the name(s) and qualifications of the individuals that will perform the work as described above in Required Qualifications and Specifications. Attached resumes are acceptable in addition to a summary in the written proposal. Sub-contractors that may be utilized for other professional services must be included.
4. Provide a narrative or other form to explain the intended approach to the overall project.
5. Include a list of up to five (5) similar or related projects you or your firm have undertaken that demonstrate your qualifications. Include reference names, their phone numbers and the year that the work was performed.
6. Include any relevant work experience performed in Eagle County.
7. Cost breakdown to provide the scope of work, including the major components of the Plan.
8. Attach the Proposal Form to confirm the services can be performed in compliance with identified terms, conditions, and standards within the timeline described by the respondent.
9. 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.

Selection Criteria:

A. General Approach to the Project: Each firm will be evaluated based on the narrative provided explaining recommended approach to best complete the scope of work.

B. Experience: Each firm will be evaluated based on its overall experience providing professional services for planning projects, experience with mountain resort communities and experience with local government projects and regulations. Evaluation of experience will include the following.

1. Resumes of the proposed members of the planning team who will be committed to the project. Resumes must include a description of the person's qualifications, professional licensing and past experience with similar projects.
2. The firm's experience in the planning of similar projects. Provide specific examples of similar or larger projects and all applicable contact information, including owner, contractor(s), and other parties.

C. Budget and Schedule Constraints: Identify the proposed budget to complete all tasks and processes identified above and your ability to undertake and complete the projects in a timely manner. Provide staffing capabilities for dedication to the project, including ability to readily be on-site at the Eagle County Building within a short period of time to meet with staff without unreasonable cost impacts.

D. Familiarity with Eagle County: Provide a narrative describing familiarity with Eagle County government offices and people in this region, and familiarity with threats facing the region and economy.

Proposal Timeline and Selection:

The deadline for receipt of proposals is **5pm Friday, February 15, 2019**. Eagle County reserves the right to extend the proposal submittal date. Applicants will be notified within two weeks of the submittal deadline if a selection has been made, or if additional steps/questions are necessary before a selection can be made.

The selected proposal will be the one considered the most advantageous and will be evaluated for responsiveness to the project overall, qualifications, similar experience working in Eagle County or similar Colorado mountain community or region, references, costs, ability to perform work in a timely manner and any other factors County may identify and consider in its sole discretion. Eagle County may award a contract even if not the lowest priced proposal.

*In our commitment to reduce paper and associated proposal costs, **proposals will only be accepted via email**. Please send all proposals to adam.palmer@eaglecounty.us prior to the submittal deadline.*