

**REQUEST FOR PROPOSAL (RFP) 767**  
**HAZARD MITIGATION PLAN WILDFIRE ANNEX**  
**PROFESSIONAL SERVICES CONSULTANT**  
**ROUTT COUNTY, COLORADO**  
**Proposal Deadline: June 2, 2022**

The purpose of this Request For Proposal (RFP) and accompanying specifications are to provide instructions and assistance in submitting an offer to complete a Hazard Mitigation Plan Wildfire Annex for Routt County, to include risk assessment and mitigation and resilience actions. The objective is to have a fully executed Routt County Agreement Regarding Provision of Professional Services by July 8, 2022 with the project completed by July 8, 2023.

**PROJECT PURPOSE AND OBJECTIVES**

Routt County and its partners seek an experienced, energetic, multidisciplinary consultant team to assist in the development of an annex to the current Routt County Hazard Mitigation Plan (HMP) which will serve as and meet all the requirements of a countywide Community Wildfire Protection Plan (CWPP), and will be hereafter referred to as the CWPP. The purpose of this planning project is to engage communities in Routt County in developing a CWPP to guide wildfire preparedness and long-term mitigation activities. The plan must meet the requirements for a CWPP established by the Colorado State Forest Service and the most current FEMA and DHSEM Local Mitigation Planning requirements.

The primary objectives for the plan as developed by the Routt County Wildfire Mitigation Council are the following:

- 1) Provide a local ground-truth assessment of values at risk, key vulnerabilities, and a wildland-urban interface map for Routt County.
- 2) Create an actionable and user-friendly wildfire mitigation and community resilience plan that prioritizes those communities determined to be at the most risk of wildfires.
- 3) Promote inclusive, countywide participation, including government agencies and private property communities, that results in a plan that reflects local and County needs and priorities.
- 4) Develop prioritized recommendations for specific and feasible actions, to include the following types:
  - a) Forest management and ecosystem (e.g. watershed) protection and restoration
  - b) Fuels treatment projects
  - c) Other community resilience measures to improve public safety, to include but not limited to updated building and planning codes, multiple access and evacuation routes, and wildfire mitigation policies and standards.
  - d) Education and outreach activities
  - e) Critical infrastructure protection
  - f) Strategic plans and partnerships

- 5) Identify a strategy for implementing recommendations that includes key considerations, roles and responsibilities, and potential funding and technical assistance opportunities
- 6) Improve public awareness of wildfire risk, knowledge of effective risk reduction measures, and willingness to take and to support mitigation actions.

## **BACKGROUND**

Routt County, in coordination with local, state, and federal agencies, led the development of a countywide CWPP that was completed in 2010. Several smaller scale CWPPs have also been developed by neighborhoods and homeowners associations in the county. However, since the completion of the last countywide CWPP, the area has continued to experience significant growth and development at the same time that the impacts of climate change, ongoing drought, and bark beetle infestations have continued to worsen the wildfire hazard. Increased development in the wildland urban interface (WUI) means greater wildfire risk and more suppression needs. Across the state, we have seen the effects of wildland fire on communities become greater and more frequent.

In recognition of the need to improve the coordination of activities to reduce wildfire risk in the county, local stakeholders formed the Routt County Wildfire Mitigation Council in 2019. The mission of the Council is to create resilient, fire-adapted communities to minimize the potential impacts of wildfire through partnerships and coordination, education and outreach, and programs that assist with long-term risk reduction. The Council is comprised of county and city representatives, state and federal officials, non-governmental organizations, homeowners associations as well as local businesses and private landowners. One of the strategic objectives for 2020-2023 identified by the Council is to help coordinate the update of a countywide CWPP.

The Council and Routt County communities recognize that a more strategic and comprehensive approach to wildfire preparedness and mitigation is critical to reducing risk. Routt County was recently awarded a Building Resilient Infrastructure and Communities (BRIC) grant from FEMA to develop a wildfire-specific annex to the 2020 HMP. The grant, in conjunction with additional funds provided by the State of Colorado and local partner agencies, will fund an update to the wildfire information in the existing HMP with more in-depth community engagement, risk assessment, and recommended actions specific to the wildfire hazard and risk in Routt County.

The Routt County Office of Emergency Management will coordinate the project and assign a project manager to work as the primary contact with the selected consultant team. The Routt County Wildfire Mitigation Council will provide guidance on the plan's development along with a steering committee that will be formed to advise the project.

## **SCOPE OF WORK**

- A. The proposed project will develop an annex to the current HMP for Routt County and will be solely focused on the wildfire hazard within Routt County, the scope and magnitude of this hazard to the values at risk, and potential mitigation projects and efforts to reduce this hazard

and to make communities more resilient to wildfires. The plan will meet the most current FEMA and DHSEM Local Mitigation Plan Review Tool requirements.

- B. This will be a multi-jurisdictional Annex to the HMP and includes the unincorporated areas of the County, four incorporated areas, eight special districts (fire protection and water), and one electric utility association.
- C. The proposed project also will update the 2010 Routt County CWPP and will meet the intent of the Healthy Forest Restoration Act of 2003, requirements stated in SB 09-001 for CWPPs, and the minimum standards established by the Colorado State Forest Service for CWPPs in 2022 (see Attachment A).
- D. Routt County will procure a contractor with an approved FEMA grant as well as additional funds provided by State of Colorado and local partner agencies to (1) facilitate the planning process, (2) identify the data requirements, (3) conduct the necessary research, (4) develop and facilitate the public input process, (5) document the planning process, and (6) produce the final plan document. The contractor will maintain its project management role until FEMA approves the HMP Wildfire Annex. The contractor will assist the Routt County Project Manager, as necessary, with documentation for grant management, to include quarterly progress reports and reimbursements for contractual fees.
- E. Plan Development Tasks. The proposed planning project has four tasks:
  - 1) **Task 1. Organize Resources**. The plan will document the planning process used to develop it and describe how the plan will be maintained within the County's HMP five-year currency cycle, including the following information:

**Task 1a.** Coordinate with Steering Committee to oversee the development of the plan. Routt County's Steering Committee composition will also meet the participant requirements specified in the Colorado State Forest Service's (CSFS) "Minimum Standards for Developing [CWPPs]," 2022 revision, as established by Senate Bill 09-001.

- a) Each jurisdiction's participation in the planning process and how they met participation requirements. Representatives should be included from participating jurisdictions, locally elected officials, local, regional, and state agencies involved in hazard mitigation activities, agencies that have the authority to regulate development, local communities, and other public, private, and non-profit interests.
- b) Which plans, studies, reports, maps, and technical information will be reviewed and incorporated, including information in the September 2010 Routt County Community Wildfire Protection Plan and the 2019 Fish Creek Falls Critical Community Watershed Wildfire Protection Plan. This could also include local comprehensive plans, local ordinances or resolutions, local Community Wildfire Protection Plans (CWPPs), public education initiatives, local building codes and zoning ordinances, mitigation planning-type activities such as Risk MAP, the Colorado State Forest Service's (CSFS) Forest Atlas, and others

**Task 1b.** We hold community input very high and a valuable part of the process and development of the plan. We expect outreach to be accomplished through a mix of in-person and virtual meetings to address and complete public outreach. We anticipate

that at least four Open House community meetings held regionally in North Routt (Clark), West Routt (Hayden), South Routt (Oak Creek) and Steamboat Springs and facilitated by the consultant team. Opportunities for in-progress reviews will be provided to the Steering Committee and local communities.

a) Other public engagement strategies to be considered include:

- Technical Advisory Committee (TAC) Meetings
- Subject Matter Expert Small Group Interviews
- Community Events
- Community Area Planning Meetings
- Online Community Surveys.

2) **Task 2. Wildfire risk assessment.** The plan will include a local ground-truth assessment of communities and values at risk, key vulnerabilities, wildland-urban interface maps, and changes in development in wildfire prone areas and how the vulnerability of each jurisdiction has been affected. The September 2010 Routt County Wildfire Protection Plan will serve as a starting point for this assessment. The plan will also include wildfire events that have occurred and any other appropriate changes in data and analysis since the last County HMP was developed. The risk assessment will include the following information, at a minimum:

- a) Updated information on the location, extent, and previous occurrences wildfires in Routt County and subsequent trend analysis.
- b) Based on best available data, describe wildfire fuel hazards throughout the County and how they impact future wildfire risk.
- c) Fire behavior modeling to project and assess fire behaviors --- flame lengths, rate of spread, crown fire potential, and conditional burn probability using existing and expected fuel and weather conditions.
- d) Based on the trend analysis, ground-truth assessment, and fire behavior modeling, describe in general wildfires' impact on buildings, infrastructure, critical facilities, the vulnerable population, and Lifelines, based upon FEMA's Lifeline Assessment Toolkit. Lifeline analysis should include ingress/egress challenges during hazard events.
- e) Define the wildland-urban interfaces (WUI), outlined on a map with an accompanying narrative.
- f) Identify landowners adjacent to the WUIs by type (federal, state, private, etc.) or by agency.
- g) Identification of wildfire hazards on federal property within Routt County, or any property outside of Routt County that can be expected to impact County or private property within Routt County due to high wildfire potential or the likelihood of spread to Routt County, should a wildfire occur on these properties
- h) Based on best available data, provide estimated potential dollar losses to vulnerable structures and infrastructure, describing the methodology used to prepare the estimate.

- i) Based on the Future Avoided Cost Explorer (<https://cwcb.colorado.gov/FACE>), an assessment or evaluation of potential losses from wildfire associated with climate change.
- 3) **Task 3. Develop a Mitigation and Resilience Strategy.** Communities at the greatest risk to wildfires will participate in the development of a mitigation strategy that reflects the results of the risk assessment and includes the following:
- a) Describe each jurisdiction’s wildfire response and mitigation capabilities, including: staffing, facilities, equipment, hydrants and water supply, access for responding resources, and other available resources.
  - b) Specific mitigation actions and projects to reduce the impacts identified in the risk assessment, with an emphasis on values at risk for each jurisdiction.
  - c) A description of methods to reduce structural ignitability that includes recommendations for local building and development codes and land use plans.
  - d) A description, with mapping and narrative/table, of identified fuels treatment projects, to include the types of recommended treatments and suggested or preferred methods of treatment.
  - e) A description of other safety factors that will increase safety and resilience to wildfire for communities, such as (but not limited to): redundant evacuation routes, first responder access, fire breaks, clear address markings, access to water, public alert and warning, etc.
  - f) A description of how the jurisdictions will prioritize and implement the mitigation actions identified for each jurisdiction.
- 4) **Task 4. Plan Acceptance**
- a) Routt County will submit the draft Wildfire Annex to the DHSEM, FEMA, and the Colorado State Forest Service (CSFS) for review and compliance with FEMA HMP and CSFS CWPP requirements.
  - b) The contractor will make revisions to the plan as required to receive plan approval from FEMA, DHSEM, and the Colorado State Forest Service. *(Note- These changes may be required after final payment is made to the contractor in order to maximize the grant award, but final payment does not relieve the contractor of delivery of an approved plan).*

**PROPOSAL REQUIREMENTS**

A. Proposal submittals must include the following:

- 1. **Cover Sheet:** Include a cover sheet listing the name of the individual or firm with names and phone numbers of persons who may be contacted to answer questions. Also, the cover sheet shall state who prepared the submittal and how that person(s) can be reached including phone number and email address.

2. **Project Understanding:** Provide a brief narrative explaining your team’s understanding of the project goals and scope. Highlight what you see as the unique opportunities, challenges, and priorities of this project and how your team will address them.
3. **Project Team and Qualifications**
  - a. **Firm Information:** Provide information on years in business and primary services. Include the same information for any subcontractors on this project.
  - b. **Project Team:** Provide a project organizational chart showing the proposed team structure for this contract. Identify the project manager, key personnel, and their roles and responsibilities on the project. Include short bios addressing knowledge and experience related to these roles and responsibilities. Clearly identify the roles of any subcontractors.
  - c. **Representative Projects:** Describe specific experience of both individuals and firms with projects of a similar type that demonstrate the knowledge and experience of the personnel proposed in the areas identified in the scope of work. Describe the client/community, project, location, common issues, and links to electronic versions of work products, if possible.
  - d. **References:** Identify at least three references for similar projects completed by the personnel proposed for this project. Include the client, contact person, mailing address, email address, and telephone number for each reference.
  - e. **Resumes:** Provide professional resumes for all key personnel proposed for work on this project in an appendix.
4. **Project Approach:** Describe your team’s approach to the project’s scope of work. Include information on methods, meetings, deliverables, and other project-related information for the tasks. Include any project approaches or ideas not included in the Scope of Work that you would apply to this project to enhance the quality of your services. The consultant is encouraged to offer additional insights to provide the most useful product possible for the community.
5. **Project Management:** Describe your project management approach including coordination across disciplines and managing the work of subcontractors, if applicable. Describe the methods and timeline of communication your team will use with the County and, Steering Committee, and other interested parties. Describe your expectations and requirements of the County and Steering Committee in order to effectively perform the services outlined in the RFP.
6. **Schedule:** Provide a project schedule identifying milestones and completion dates. Provide a summary of personnel workload and availability to complete this project within the desired schedule.
7. **Cost Proposal:** Estimate the personnel hours and hourly rates for each of the tasks needed to complete the proposed Scope of Work. Include the hourly rates for all project personnel and the costs for each firm. Provide cost estimates for labor, materials, travel, overhead, and other cost elements expected to be incurred.

## 1. GENERAL TERMS AND CONDITIONS

- a) Proposal responses must be received **not later** than:

**1:00 p.m. Mountain Time June 2, 2022**

- b) Any proposal response received after the time and date stipulated will not be considered and will be rejected and returned to the Offeror.
- c) Email is the preferred method of response (see below for further detail).
- d) If a paper copy of RFP response is received it must be in a sealed envelope with “RFP-767 COMMUNITY WILDFIRE PROTECTION PLAN PROFESSIONAL SERVICES CONSULTANT” clearly written on the sealed envelope and the envelope shall bear the name of the Offeror, his address, and phone number.
- e) If you utilize U.S. mail, express delivery service, or hand deliver please send to the correct address listed below:

USPS, Expedited services via Federal Express or UPS to this address

Routt County Commissioners Office  
522 Lincoln Avenue, Suite 30  
Steamboat Springs, CO 80487

For questions or further information please contact

Julie Kennedy, Purchasing Agent  
[jkennedy@co.routt.co.us](mailto:jkennedy@co.routt.co.us)  
Direct Phone Number: 970-870-5316  
Fax: 970-879-3992

- f) Email to [jkennedy@co.routt.co.us](mailto:jkennedy@co.routt.co.us) is the preferred method of response. However, 32 megabytes is the maximum amount of data Routt County can receive in any one email. Sometimes this may necessitate more than one email by the Offeror or elimination of high megabyte unnecessary graphics. It is up to the Offeror to ensure emails do not exceed this limit and must confirm receipt of email by Routt County prior to due date and time. An email sent but not received by the due date and time will not be considered. If proposal response is submitted electronically Routt County will not be responsible for the security of the response from an Offeror from others.
- g) Routt County advocates open and fair competition among suppliers and contractors to provide the best goods and services for Routt County and its citizens. The County prohibits discrimination based on political affiliation, race, creed, color, national origin, ancestry, sex, sexual orientation, age, religion, handicap, disability, veteran status or genetic information in all business transactions, purchases and contracts.
- h) The failure or omission of an Offeror to acquaint himself/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFP or to the contract.
- i) Proprietary information from competing Offerors shall not be disclosed to the public or to competitors.

- j) Offeror must clearly mark any material considered to be confidential and will be treated as such by Routt County to the extent permitted by law.

## **2. INQUIRIES AND NO CONTACT POLICY**

- a) All questions must be received, in writing, prior to 5:00 p.m. Mountain Time May 23, 2022 and shall be directed only to Routt County Purchasing Agent Julie Kennedy at [jkennedy@co.routt.co.us](mailto:jkennedy@co.routt.co.us). Answers to questions received that would change and/or clarify this solicitation will be provided in writing, via an addendum to all firms that have received the original RFP after the date for questions has expired. In this way, we hope to eliminate multiple addendums.
- b) Questions will be answered by addenda that will be issued to all Offerors who received a copy of the RFP and posted on the Routt County website. The County shall not be legally bound by an addendum or interpretation that is not in writing.
- c) Any contact initiated by any Offeror with any County representative, other than the Purchasing Department representative listed herein, concerning this RFP is prohibited. Any such unauthorized contact may cause the disqualification of the Offeror from this procurement transaction. Information obtained from an unauthorized officer, agent, or employee of Routt County or any other person shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions of the contract for the purpose of this project.

## **3. LATE PROPOSAL RESPONSES**

- a) Late proposal responses shall be considered void and unacceptable. They will not be accepted and will be returned to the Offeror.
- b) It is the sole responsibility of the Offeror to ensure that their proposal response is received by Commissioners Office personnel before the deadline indicated above. If you decide to utilize an express delivery service, please note that overnight service is not always delivered on the next day. Routt County will not be responsible for responses sent to other County offices, etc.
- c) If proposal response is submitted electronically Routt County will not be held responsible for late responses due to failure of electronic communications.

## **4. WITHDRAWAL OF PROPOSAL RESPONSES BEFORE OPENING**

- a) Proposal responses may be modified or withdrawn prior to the due date and time above by submitting a written request for its withdrawal to the Purchasing Agent listed. After the time set for opening of proposal responses no proposal response may be modified or withdrawn. Withdrawal requests received after the time advertised for proposal response opening will be void, regardless of when they were mailed. Offeror may submit the same, a new, or a modified proposal response prior to the due date and time shown above.
- b) No Offeror may withdraw a proposal response within 60 days after the actual date of the RFP opening.

## **5. MISTAKES AFTER PROPOSAL RESPONSE OPENING**

- a) Proposal responses containing patently obvious mechanical, clerical or mathematical errors may be withdrawn by the Offeror if clear and convincingly sworn, written evidence is furnished to the County no later than 48 hours before the proposal response opening excluding Saturday, Sundays and Legal Holidays.
- b) Under no circumstances can an Offeror be allowed to raise their unit prices(s) as contained in the initial proposal response.

## **6. REJECTION OF PROPOSAL RESPONSES**

- a) Routt County Board of County Commissioners (BCC) reserves the right to reject any or all proposal responses and to waive informalities and minor irregularities in proposal responses received, and to accept any portion of the proposal response that is deemed to be in the best interest of Routt County.

## **7. INDEMNIFICATION**

- a) The successful Offeror shall indemnify and save harmless Routt County and all County officers, agents, and employees from all suits or claims of any character brought by reason on infringing on any patent trademark or copyright.
- b) Routt County will not be liable in any way for any of the costs incurred by the Offerors in preparation of their proposal responses in response to this RFP nor for the presentation of their proposal responses or participation in any discussions or negotiations.

## **8. PROTEST PROCEDURE**

- a) Filing a Protest and When to File:

Protest shall be submitted in writing and received by the Purchasing Agent on the earliest of seven (7) working days after the aggrieved person knows or should have known of the facts giving rise thereto or ten (10) days after award. Protests based upon restrictive specifications or alleged improprieties in any type of solicitation, which are apparent prior to bid opening or the closing date for receipt of initial proposal responses, must be filed no later than three (3) days prior to bid opening or the closing date for receipt of initial proposal responses.

- b) Subject of Protest:

Protesters may file a protest on any phase of solicitation or award, including but not limited to specification or award. Protesters may not challenge the evaluation criteria or the relative weight of the evaluation criteria or the formula for making an award determination.

- c) Content:

The written protest must include the following:

- o The name and address of the protester

- Appropriate identification of the purchase
- A statement of the reasons for the protest
- Any available exhibits, evidence or documents substantiating the protest

d) Decision:

The Director of Purchasing and County Manager shall make a decision, in writing, on a protest within seven (7) working days after receiving all relevant, requested information. The decision shall inform the protestor of his or her right to appear to the Board of County Commissioners within seven (7) working days. Within fourteen (14) working days the Board of County Commissioners shall render a decision or state the time frame for the protest review. The decision of the BCC is final.

e) Withholding of Award:

When a protest has been filed before award, the County will not make an award prior to the resolution of the protest, and when a protest has been filed before the opening of bid or proposal responses, the County will not open responses prior to the resolution of the protest, unless the County determines that:

- The items to be procured are urgently required
- Delivery or performance will be unduly delayed by failure to make the award promptly
- Failure to make prompt award will otherwise cause undue harm to the County and its citizens

When a protest has been filed after award, the County will not terminate or cancel any contract or Purchase Order issued to another vendor, unless it is determined by the County Manager that the award should be canceled and the project/purchase canceled, re-advertised and solicited or any other option in the best interests of the County.

## 9. PERMITS, TAXES AND FEES

- a) All proposal responses submitted must include the price of any business and professional licenses, permits, taxes and fees as required by Federal, State or Local Government Agencies. Routt County does not waive any fees for its own projects.
- 1) The proposal response price shall be exclusive of any federal or state taxes from which Routt County is exempt by law.

## 10. CLARIFICATION OF RFP DOCUMENTS AND ADDENDA

- a) If an Offeror discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in these RFP documents, they shall immediately notify the Purchasing Agent of such error and request modification or clarification of the document.
- b) Offerors requiring additional information may submit their questions in writing to the attention of the Purchasing Agent.
- c) Answers to questions received that would change and/or clarify this solicitation will be provided in writing, via an addendum to all firms that have received the original

RFP after the date for questions has expired. In this way, we hope to eliminate multiple addendums.

- d) RFP and addenda are listed on the Routt County website under the Purchasing Department and it is the Offeror's responsibility to ensure they have all addenda pertaining to this RFP. The Routt County website is [www.co.routt.co.us](http://www.co.routt.co.us).
- e) It will be the Offeror's responsibility to make inquiry as to the addenda issued.
- f) Any addenda issued will be numbered sequentially beginning with the number #1.
- g) Number of each addendum received, if any, must be shown on the signature page of response document.
- h) All such addenda shall become part of the contract documents and all Offerors shall be bound by such addenda.
- i) The County shall not be legally bound by an addendum or interpretation that is not in writing.

## **11. REFERENCES AND QUALIFICATIONS**

- a) The Offerors shall include a list of a minimum of three references, from similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include:
  - Owner/address/telephone contact
  - Project name
  - Project description
  - Your position or capacity on the project
  - Original contract amount
  - Architect/Engineer/Construction Manager/telephone
  - Litigation, administrative proceedings, or claims related to the project in which you were involved including the nature of the claim, the parties, the dollar value and the outcome.
- b) List any liquidated damages assessed or threatened on any project.
- c) List any debarments or agreements not to bid work for other owners.
- d) List any criminal charges, OSHA or EPA violations.
- e) References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked short listed Offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by Offeror.
- f) All work shall be prosecuted in an orderly and diligent manner. All work to be completed in a good and workmanlike manner in accordance with the generally accepted standard of care in the industry.

## **12. OFFEROR'S RESPONSIBILITY**

- a) Each Offeror shall fully acquaint themselves with conditions relating to the scope of work and restrictions attending the execution of the work under the conditions of this RFP. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to his response or to the contract. It is expected that this will sometimes require on-site observation.
- b) Offerors must satisfy themselves of the accuracy of the estimate quantities in the RFP schedule by examination of the site and a review of the drawings and specifications,

including addenda. Each Offeror is responsible for inspecting the site and informing himself of the conditions under which the work is to be performed and for reading and being thoroughly familiar with the contract documents. The successful Offeror will not be allowed any extra compensation in the form of contract price or time by any matter or thing on which he could have fully informed himself prior to the submission of the Offeror's response.

- c) After responses have been submitted, the Offeror shall not assert that there was a misunderstanding concerning the quantities of the work or the nature of the work to be done.

### **13. INSTRUCTION FOR SUBMITTING PROPOSAL RESPONSE**

- a) Offeror's proposal response submittals must be in strict compliance with this RFP and failure to comply with all provisions may result in disqualification.
- b) Any products and services that are not specifically addressed in this RFP, but are necessary to provide functional capabilities proposed by the Offeror, must be included in the proposal response.
- c) Offeror's proposal response must include a cover letter which has been signed by an individual authorized to bind the Offeror. Cover sheet to contain names, email addresses and phone numbers for persons who may be contacted to answer questions. Also, the cover sheet shall state who prepared the submittal response and how that person can best be reached. Number of each addendum received, if any, must be shown on the signature page of response document. All proposal responses submitted without such signature may be deemed non-responsive.
- d) Offeror is responsible for any and all permits, license, fees, etc. necessary to complete the project. Routt County does not waive any building fees for its own projects.
- e) Offerors are to submit written proposal responses which present the Offeror's qualifications, understanding of the work to be performed and cost to complete the proposed scope of work. Identification and description of any special or unique features or additions the Offeror wishes to offer as alternatives or options should be noted.
- f) Offeror's proposal response should be prepared simply and economically and should provide all the information which the Offeror considers pertinent to its qualifications for the project and which respond to the Scope of Work and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content.
- g) Offeror must clearly mark any material considered to be confidential and will be treated as such by Routt County to the extent permitted by law.
- h) List of proposed key staff for this project; describe the level of their involvement including brief biographical information indicating the number of years of similar experience, and years with your company (note that proposed key staff will be required on site for this project).
- i) List the categories of work that your organization normally performs with its own forces.
- j) Please note Routt County is a member of National Purchasing Partners (NPP), National Joint Powers Alliance (NJPA), Colorado Multiple Assembly of Procurement Officials

(MAPO), Western States Contracting Alliance (WSCA), US Communities and several other organizations so we request the most competitive price available be submitted to us.

- k) Offerors must include a proposal response price sheet for all costs, both itemized and total.
- l) Offerors must include proof of current eligibility to receive federal funds from the System for Awards Management at SAM.gov.

**14. CONTRACT DOCUMENT**

- a) The contract that will be used will be a Routt County Agreement Regarding Provision of Professional Services with attachments including the Offeror’s proposal response and detailed scope of work. A sample Routt County Agreement Regarding Provision of Professional Services is shown below.
- b) This RFP, submitted documents, and any negotiations, when properly accepted by Routt County shall constitute a contract equally binding between the successful Offeror and Routt County. The selected Offeror will be considered as prime contractor, and shall assume total responsibility for the quality of the services provided. Failure to meet obligations may result in cancellation of any contracts.
- c) In the event that Offeror intends to request any changes to the Routt County’s Agreement Regarding Provision of Professional Services, Offeror must identify those changes, provide a copy of the contract language they are proposing and state the reasons for such request all in the Offeror’s proposal response. If the Offeror states that its request for changes is not negotiable, County reserves the right to reject the Offeror’s proposal response as non-responsive.

**15. COUNTY SUPPORT**

The County shall:

- a) Provide to Offeror all information in possession of the County which relates to the County’s requirements for the project or which is relevant to the project.
- b) Examine all studies, reports, sketches, drawings, specifications, proposal responses, schedules and other documents presented by the Offeror.
- c) Designate a person to act as the County’s representative with respect to the work to be performed under this contract. Such person shall have the authority to transmit instructions, receive information, interpret and define the County’s policies and decisions with respect to the contract.

**16. ESTIMATED PROJECT SCHEDULE**

- a) This schedule is only an estimated timetable and may be changed by Routt County at any time.

RFP Sent to Offerors	May 4, 2022
Last Day for Questions from Offerors	May 23, 2022
RFP Response Due	June 2, 2022
Recommend Award to BCC	June 21, 2022
Fully Executed Contract	July 8, 2022

Steering Committee Review of Final Draft	Apr 7, 2023
Public Review	May 7, 2023
Final Draft to DHSEM	May 8, 2023
Final Draft to FEMA	Jun 8, 2023
Project Completion	Jul 8, 2023

## 17. EVALUATION CRITERIA

The following criteria will be used in the evaluation of qualifications for development of the short list of those Offerors to be considered for interviews and/or potential negotiations. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

- a) Offeror’s approach to the project. Describe how project will be staffed to assure that all required services will be handled on a continuous basis throughout the project and in a timely manner.
- b) Experience. Overall level of education and experience on small as well as larger projects. Be specific on level of experience of each consultant and their location. Proposal responses shall include resumes of all personnel who will work on this project (including outside consultants) and list their roles/responsibilities.
- c) Demonstrated ability to complete a thorough and detailed report as required in the scope of work.
- d) Demonstrated knowledge of local conditions.
- e) Outreach plan to ensure input from local communities is solicited, received, analyzed, and incorporated into project.
- f) References describing quality of previous work, timeliness, diligence, and ability to meet budget and schedule. Proposal responses must include a list of clients for whom similar projects have been performed, including contact information.
- g) Agreement to use the Routt County contract as is.
- h) Ability to complete project according to project schedule.
- i) Overall cost and value of project.

## 18. SELECTION PROCEDURE

- a) Proposal responses will be evaluated by the Routt County evaluation team (herein called Selection Committee) selected for this RFP.
- b) Purchase orders, invitations for bid (IFB), requests for proposal (RFP), tally sheets and other purchasing information of a public nature are available for inspection at the Purchasing Department. This information will only be made public after a bid opening or after a contract award in a proposal process. Some proposal and bid documents are confidential (i.e. financial statements, litigation records, internal selection criteria results, etc.) Records requests for information identified as confidential by bidders or proposers as approved by the Director of Purchasing will not be considered a public record, unless the provisions of the Colorado Open Records Act or a court order require otherwise.
- c) Should the Selection Committee determine at its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than

the others under consideration, a contract may be negotiated and awarded to that Offeror or further proposal responses may be sought.

- d) The Selection Committee will evaluate proposal responses for award by evaluating the proposal responsiveness to this RFP based on the criteria included in this RFP. Routt County reserves the right to investigate the qualifications of all Offerors under consideration and to confirm any part of the information furnished by the Offeror, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work.
- e) The Selection Committee may engage in individual discussions or request a written and/or oral presentation with Offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews will be permissible. Such Offerors will be encouraged to elaborate on qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.
- f) Nothing in this RFP precludes the County from requesting additional information at any time during the procurement process. Not all Offerors may be contacted for further information, e.g., demonstrations, interviews, etc. It is at the sole discretion of the Selection Committee if additional interviews, demonstrations, etc. will be needed.
- g) On the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the Selection Committee shall select in the order of preference one or more Offerors whose professional qualifications and proposed services are deemed most meritorious.
- h) Then if a contract satisfactory and advantageous to Routt County can be negotiated at a price considered fair and reasonable, the Offeror shall be recommended to the proper delegated authority as relayed by the Routt County Delegation of Authority located in the Purchasing Manual Fifth Edition February 2012. County shall have no contractual or other liability for products or services delivered or performed prior to proper execution hereof.
- i) If a contract cannot be negotiated, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.
- j) Routt County Board of Commissioners (BCC) reserves full right to reject any or all proposal responses and to waive informalities and minor irregularities in proposal responses received, and to accept any portion of the proposal response that is deemed to be in the best interest of Routt County.

## **19. BASIS FOR AWARD**

- a) Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in this RFP, and any other information or factors deemed relevant by the County, shall be used in the final award.

## **b) SAMPLE AGREEMENT REGARDING PROVISION OF PROFESSIONAL SERVICES**

This Agreement Regarding Provision of Professional Services (the "Agreement") dated as of «Date of Contract», is between «Name of Contractor» ("Contractor") and Routt County, Colorado ("County"), by and through its Board of County Commissioners ("Board").

### Recitals

- A. County has heretofore requested proposals from various consultants for: «Description of Project» (the "Project");
- B. Contractor has submitted to the County a proposal for the Project and represented to County that it has the expertise and personnel necessary to properly complete the Project;
- C. After considering the proposals submitted by various consultants for the Project, the Board has decided to accept the proposal of Contractor for the Project subject to the execution of a contract between the Contractor and County acceptable to the Board; and
- D. Contractor and County intend by this Agreement to set forth the scope of the work to be done by Contractor in connection with the Project and related terms and conditions to govern the relationship between Contractor and County in connection with the Project.

### Terms and Conditions

1. Scope of Project: Contractor shall perform the work described in the attached Exhibit A entitled "«Proposal Title»" which was submitted by Contractor as part of its proposal. Contractor shall perform the work for the Project in a skillful, professional and competent manner and in accordance with the standards of care, skill and diligence applicable to consultants in the field in which Contractor practices with respect to such work.
2. Compensation and Payment: As consideration for the work to be performed by Contractor hereunder, County shall pay to Contractor an amount not to exceed a total of \$«Compensation». The compensation to be paid to Contractor shall be paid «Method of Payment».

During the Project, Contractor shall submit billings for its reimbursable costs and work performed in connection with the Project on a monthly basis no later than the 10th day of the month following the month in which the work billed was done.

Such billings shall be submitted to «Project Administrator» for review and approval and shall segregate reimbursable costs from charges for professional services and, upon request, Contractor shall provide County with such other supporting information as County may request. County shall pay all properly submitted invoices within 30 days after receipt of each such invoice and any supporting information requested by County. All billings shall include the Contractor's taxpayer identification number or social security number.

County is subject to the provisions of Section 20 of Article X of the Colorado Constitution (also referred to as the “TABOR Amendment”) which limits its ability to enter into multiple-fiscal year financial obligations. Therefore, any financial obligation of County under this Agreement beyond the current fiscal year (calendar year) is subject to and conditioned upon the due adoption of a budget for the year in which the obligation is due by the Board of County which budget provides for or appropriates funds for such obligation. The financial obligation of County under this Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof.

3. Time for Completion of Project: Contractor shall work diligently to complete the work described in Exhibit A «IF By Date»by «Completion Date».«END IF»«IF By Days»within «Number of Days» days of the date this Agreement is executed by County.«END IF» County recognizes however, that there may be delays in the completion of the work beyond the control of the Contractor and County, therefore, agrees that Contractor's obligation hereunder is one of diligence and is not a covenant or representation that the Project will be completed within said time period. Contractor shall, however, be responsible for promptly notifying County of delays in the completion of the Project which Contractor believes are attributable to County.

4. Personnel: Contractor understands that in retaining Contractor, County is relying primarily upon the expertise and personal abilities of «Contractor's Employee». This Agreement is conditioned upon the continuing direct personal involvement of «Contractor's Employee» in the Project. County understands that others may work on portions of the Project. However, those employees shall be under the direct supervision of «Contractor's Employee». In the event that «Contractor's Employee», for any reason, is unable to remain involved in the Project, or in the event that «Contractor's Employee» ceases to be involved in the Project as planned, Contractor shall immediately advise County of such fact and County shall have the option to terminate this Agreement and shall be entitled to the return of all previously paid amounts for Contractor's regular hourly charges.

Contractor shall be responsible for worker's compensation and all other benefits for Contractor and its employees working on the Project and such employees shall not, for any reason, be deemed the agents, servants or employees of County. **Neither the Contractor nor any employee of Contractor shall be entitled to unemployment insurance benefits through the County and the Contractor shall be obligated to pay any federal or state income taxes due with respect to any sum payable by County hereunder.** Contractor shall maintain commercial general liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$1,100,000 and a deductible of not more than \$1,000. Prior to commencement of work on the Project, Contractor shall cause County to be named as an additional insured and shall provide County with evidence, acceptable to County, that the insurance required hereby is in full force and effect. Contractor shall immediately provide County with written notice in the event any portion of the insurance coverage required by this Agreement is cancelled or if the insurer gives Contractor notice of its intent to cancel such insurance.

6. Employment of Workers Without Authorization: This Agreement is subject to the provisions of the Workers Without Authorization-Public Contracts for Services Act found at C.R.S. Section 8-17.5-101 *et seq.* By execution of this Agreement, Contractor certifies that it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

A. Specifically, Contractor shall not:

(1) Knowingly employ or contract with a worker without authorization to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.

D. If Contractor obtains actual knowledge that any of its subcontractors performing work under this Agreement knowingly employs or contracts with a worker without authorization, Contractor shall:

(1) notify the subcontractor and County, within three days of discovery of such fact, that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

(2) terminate the contract with the subcontractor if, within three days of receiving the notice required by subpart D.(1) above, the subcontractor does not stop employing or contracting with the worker without authorization; except that Contractor need not terminate the contract with the subcontractor if, during such three days, the subcontractor provides information establishing that the subcontractor has not knowingly employed or contracted with a worker without authorization.

E. Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

F. If Contractor violates any of the provisions of this section, County shall have the right to terminate the Agreement for breach of contract and, in such case, Contractor shall be liable to County for all actual and consequential damages incurred by County as a result of such breach and the termination of this Agreement.

G. County will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the County terminates this Agreement for such breach.

As used in this provision, "Department" means the Colorado Department of Labor and Employment.

7. No Assignment: The parties to this Agreement recognize that the services to be provided pursuant to this Agreement are professional in nature and that in entering into this Agreement, County is relying upon the personal services and reputation of «Contractor's Employee». Therefore, Contractor may not assign its interest in this Agreement without the prior

written consent of County, which may withhold such consent in its sole discretion. Except as so provided, this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party.

8. Conflicts of Interest: Neither Contractor nor any of its employees shall, at any time during the term of this Agreement, do work for, nor shall they have any financial interest or other relationship with any entity or project which would constitute a conflict of interest or influence or otherwise jeopardize the professional judgment of Contractor in connection with the Project.

9. Confidentiality: Contractor acknowledges that it may receive confidential information from County in connection with the Project or, as part of the Project, develop such information. Contractor shall take all precautions necessary to maintain and protect the confidentiality of any such information and to ensure that it shall be used only for the purposes of the Project.

10. Ownership of Work: Subject to County's obligation to compensate Contractor, all work, reports, designs, drawings, renderings and other work product produced by Contractor in connection with the Project shall belong to County and Contractor shall not use any part thereof for purposes other than the Project without the written consent of County.

11. Indemnification: Each party hereto shall indemnify the other party and hold and defend the other party and its officials, officers and employees harmless from all costs, claims and expenses arising from claims made by any person in connection with the acts or omissions of, or representations by, the indemnifying party if such cost, claim or expense is caused by, or is claimed to be caused by, the acts or omissions of the indemnifying party or its officials, officers or employees. This indemnification shall not apply to claims by third parties against the indemnified party to the extent that the indemnified party is liable to such third party for such claim without regard to the involvement of the indemnifying party. It shall be a condition to liability under this paragraph that the indemnified party promptly provide to the indemnifying party a copy of any summons, complaint or other notice of claim with respect to any claim for which the indemnified party may seek indemnification or defense hereunder. Within 10 days following the giving of such notice of claim by the indemnified party, the indemnifying party shall acknowledge receipt of such notice in writing to the indemnified party and, in such notice, accept the defense and obligation to indemnify the indemnified party hereunder. Following such acknowledgment, the indemnifying party shall take all actions reasonably necessary to protect the indemnified party from such claim and the indemnified party shall cooperate in such defense. In the event that the indemnifying party fails or refuses to give such acknowledgment of receipt and acceptance to the indemnified party within the 10 day period specified, the indemnified party may, but shall not be obligated, to assume its own defense and thereafter recover all costs of such defense from the indemnifying party.

12. Termination: County may terminate this Agreement at any time during the Term of this Agreement upon 10 days' written notice to Contractor without cause; provided, however, that within 30 days following such termination Contractor shall render a final billing for work completed and expenses incurred to the date of termination which shall be paid by County in accordance with Paragraph 2 hereof. In the event that County fails to pay any billing by Contractor

for Work hereunder when due, then upon 10 days' written notice to County of such delinquency and the failure of County to pay all amounts then due to Contractor within such 10 day period, Contractor may, at its election cease work hereunder and terminate this Agreement by giving a written notice to County advising of such election. Such written notice of Contractor's election to terminate this Agreement may, but need not, be included in the notice of delinquency required hereunder. In such case such notice of the election to terminate shall be stated in the conditional form that the Agreement shall be terminated if payment is not received within the 10 day period provided for payment of any delinquency.

13. Notices: Any notice required under this Agreement may be personally delivered or mailed in the United States mails, first class postage prepaid to the party to be served at the following addresses:

Contractor:	«Name of Contractor» «Contractor's Mailing Address» «Contractor's Physical Address» «City», «State» «Zip Code» Attn: «Contractor's Employee»
County:	Routt County Board of Commissioners 522 Lincoln Avenue, Suite 30 Steamboat Springs, Colorado 80487

Notices personally served shall be deemed served on the date of delivery. Notices mailed shall be deemed served the next business day following the date of mailing if mailed in the State of Colorado otherwise on the date which is two business days following the date of mailing.

14. Attorney Fees: In the event either party to this Agreement brings suit to enforce or interpret any portion of this Agreement, the party substantially prevailing in such action shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorney's fees.

15. Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the Project and may not be amended except by a written document executed by both parties hereto.

16. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and which together shall constitute a single instrument.

17. Choice of Laws and Venue: This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be in the District Court in the Fourteenth Judicial District for the State of Colorado.

«Name of Contractor»

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Routt County, Colorado

By: \_\_\_\_\_  
«BCC Chairman», Chair  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Jenny Thomas, Routt County Clerk