

**WASHAKIE COUNTY
COURTHOUSE
WORLAND, WY 82401**

**REQUEST FOR PROPOSAL
NO. Washakie County Firewise**

Federal Grant #: 18-DG-11020000-050, CFDA #: 10.664

**OPENING DATE AND TIME
June 4, 2019----9:30 a.m.**

**PURCHASING REPRESENTATIVE: Chris Kocher
TELEPHONE NUMBER (307) 347-6379**

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Washakie County

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REQUEST FOR PROPOSAL

1. SUBMISSION OF PROPOSALS:

Sealed Proposals will be received for the Washakie County Firewise Coordinator at P.O. Box 504 Worland, Wyoming 82401 or in person at the Worland Fire Station at 200 South 5th Street, Worland, Wyoming 82401 until June 3, 2019 at 5:00 p.m. Proposals received will be opened at 9:30 a.m. on June 4, 2019 at the County Commissioners meeting in the Washakie County Courthouse.

- 1.1 No proposal will be considered which is not accompanied by the attached Proposal Price Sheet and signed by the proper official of the firm.
- 1.2 Proposals must be received at the above address on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned unopened.
- 1.3 Proposal information is restricted and not publicly available until after the award of the Contract.
- 1.4 All submissions shall be marked as "Firewise Coordinator Proposal" on the front of the package.

2. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:

- 2.1 A proposal that is in the possession of Washakie County may be altered by fax, email or letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the opening. Letter, fax or email message should not reveal the Proposal pricing but should indicate the addition, subtraction or other change. Telephone or verbal alterations will not be accepted.
- 2.2 A proposal that is in the possession of Washakie County may be withdrawn by the proposer up to the time of the opening. Failure of the successful proposer to furnish the service awarded as a result of this advertisement shall eliminate the proposer from the active proposers list for a period of time as determined by Washakie County.

3. PREPARATION OF PROPOSALS:

- 3.1 No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements of the Request for Proposal.
- 3.2 In case of error in the extension of prices in the proposal, unit prices will govern.
- 3.3 Proposers are expected to examine special provisions, specifications, schedules and instructions included in this Request. Failure to do so will be at the proposer's risk.

4. AWARD AND CONTRACT INFORMATION:

- 4.1 Washakie County hereby notifies all proposers that it will affirmatively insure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of age, race, color, sex, creed, national origin, or disability.
- 4.2 The proposer also agrees that should this firm be awarded a Contract that the firm will not discriminate against any person who performs work thereunder because of age, race, color, sex, creed, national origin, or disability.
- 4.3 The proposer expressly warrants to the Washakie County that it has the ability and expertise to perform its responsibilities hereunder and in doing so shall use the highest standards of professional workmanship.
- 4.4 Washakie County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the County to do so. Washakie County will award this contract to the firm, determined by the County to be the most responsive and responsible offer, based on criteria specified herein.
- 4.5 This Request for Proposal shall become part of the Contract and will be in effect for the duration of the Contract period.
- 4.6 The successful proposer will be required to enter into and sign a formal Contract with Washakie County with reasonable adjustments acceptable to the County. The agreement will become a part of the Contract and will be in effect for the duration of the contract period. The contract language will control over any language contained within this RFP that conflicts with the signed and fully executed Contract.
- 4.7 Successful proposer shall comply with the Americans with Disabilities Act and Wyoming Fair Employment Practices Act. (W. S. 27-9-105 et. seq.).

Dated this 7th day of May 2019,

WASHAKIE COUNTY

Chris Kocher

Washakie County Fire Warden

GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR

1.1 The contractor shall function as an independent contractor for the purposes of the Contract, and shall not be considered an employee of the Washakie County for any purpose. The contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the contractor in fulfilling the terms of the Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in the Contract shall be interpreted as authorizing the contractor or its agents and/or employees to act as an agent or representative for or on behalf of Washakie County, or to incur any obligation of any kind on the behalf of Washakie County. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Washakie County employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

2. INSURANCE:

2.1 The contractor shall indemnify and save harmless Washakie County, its officers, and employees from all suits, actions, or claims of any character brought because of injuries or damage received or sustained by any person, persons, or property; on account of the operations of the said contractor or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect, or misconduct of said contractor or from any claims or amounts arising or recovered under the Workers' Compensation Act, or any other law, ordinance, order or decree.

3. LAWS TO BE OBSERVED:

3.1 The contractor shall keep fully informed on all federal and state laws, all local bylaws, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, bylaws, ordinances, regulations, orders and decrees in force at the time of award. The contractor shall protect and indemnify Washakie County and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree whether by himself or his/their employees. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the provider for any of the above reasons.

4. TAXES:

4.1 The contractor shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and Social Security taxes, workers' compensation, unemployment insurance and sales taxes.

5. ASSIGNMENT/CONTRACTOR:

- 5.1 The Contract shall not be assigned by the contractor. Third party participation is authorized only as a joint venture which must be clearly stated with details on the original proposal, signed by all parties participating. Any alterations, variations, modifications or waivers of the provisions of this Contract shall be valid only if they have been reduced to writing, duly signed by the parties hereto and attached to the original Contract agreement.
- 5.2 The contractor shall not enter into any subcontracts for any of the work contemplated under this Contract without prior written authorization of Washakie County.
- 5.3 Claims for money due or to become due to the contractor from Washakie County under the Contract may not be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without approval by Washakie County. Notice of any assignment or transfer shall be furnished to the Washakie County.
- 5.4 The contractor shall not use the Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of Washakie County.

6. TERMINATION OF CONTRACT:

- 6.1 Termination of the Contract may be made by any party at any time with or without cause, upon no less than thirty (30) days written notice by telegram, or personal delivery of notice to the other parties. The Contract shall remain in full force and effect until terminated as provided herein.
- 6.2 Washakie County may, upon ten days written notice to the contractor, terminate the contract, in whole or in part, for just cause, which shall include failure of the contractor to fulfill in a timely and proper manner the obligations under the Contract. In such event, all finished documents, data, models and reports prepared under this contract shall, at the option of Washakie County become its property upon payment for services rendered through the termination of the Contract.
- 6.3 Should the contractor fail to comply with the provisions of the Contract, payment for portions of the Contract will be withheld until such time as the Contract terms have been implemented. Administrative, contractual, and/or legal remedies, as determined by the Washakie County Attorney, will be implemented if it appears the contractor has breached or defaulted on the Contract.

7. ACCOUNT REPRESENTATIVE:

- 7.1 The successful proposer(s) shall appoint, by name, a company representative who shall be responsible for servicing this account. The appointed representative shall be responsible to provide the services required to insure that the account will be administered in an organized systematic manner.

8. RESPONSIVENESS:

8.1 Proposers are expected to examine specifications, schedules and instructions included in this package. Failure to do so will be at the proposer's risk.

9. EXTENSION AND AMENDMENT:

9.1 The proposer and Washakie County covenant and agree that this proposal or subsequent Contract may, with the mutual approval of the proposer and Washakie County, be extended under the same terms and conditions of this proposal or Contract for a period not to exceed the completion date of this grant.

10. COMPLIANCE WITH LAWS:

10.1 In performing the Contract, both parties agree to comply with all applicable state, federal, and local laws, rules and regulations.

11. AUDIT:

11.1 Washakie County or any of their duly authorized representatives shall have access to any books, documents, papers, and records of contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

12. CONFLICT OF INTEREST:

12.1 The parties warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with the Contract and none has been promised contingent upon the award of the contract. Consultant warrants that no one being paid pursuant to the Contract is engaged in any activities which would constitute a conflict of interest with respect to the purposes of the Contract.

13. OWNERSHIP OF DOCUMENTS/WORK PRODUCT:

13.1 It is agreed that all finished or unfinished documents, data, or reports, prepared by contractor under the Contract shall be considered the property of Washakie County, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of Washakie County, will be turned over to Washakie County.

14. CONFIDENTIALITY OF INFORMATION:

14.1 All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the contractor in the performance of the Contract shall be kept confidential by the contractor unless written permission is granted by Washakie County for its release.

15. SOVEREIGN IMMUNITY:

15.1 Washakie County do not waive Sovereign immunity by entering into the Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104(a) and all other state law.

16. INDEMNIFICATION:

16.1 The contractor shall release, indemnify, and hold harmless Washakie County and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of contractor's performance under the Contract.

GENERAL INFORMATION

Washakie County is accepting proposals for the Washakie County Firewise Coordinator position.

The successful applicant will complete the Washakie County Firewise Coordinator position addressing all requirements identified within Attachment A.

Proposals should be submitted in the following format:

- A. **Business Organization** : Briefly describe your organization's experience, skills and abilities as related to the Firewise Coordinator position.
- B. **Project Development** : In general, describe how each required element within Attachment A will be addressed.
- C. **Timeline** : Identify project timeline including individual program elements through project completion.
- D. **Budget** : Provide a budget that will be required to complete the Program.

SPECIAL PROVISIONS

1. DIVISION REPRESENTATIVE

This request for proposal (RFP) is being issued by Washakie County.
The name and addresses of the Washakie County parties are:

Chris Kocher, Washakie County Fire Warden
P.O. Box 504
Worland, Wyoming 82401

All questions should be directed to:

Chris Kocher, Washakie County Fire Warden
P.O. Box 504
Worland, Wyoming 82401

2. EFFECTIVE DATES OF PROPOSAL

All terms, conditions and costs quoted in the proposer's response will be binding on the vendor for 120 days from the effective date of the proposal.

3. RESTRICTIONS ON COMMUNICATION WITH WASHAKIE COUNTY STAFF

From the issuance of this RFP until a contractor is selected and the selection is announced, proposers are not allowed to communicate, regarding this RFP, with Washakie County staff except:

3.1 Via written questions, email correspondence or phone conversations during which a Washakie County representative documents questions and answers;

For violation of this provision, Washakie County reserves the right to reject the proposal.

In order to provide equal treatment to all proposers, questions from vendors, and answers from Washakie County will be distributed to all vendors who have received this RFP.

4. ADVERTISING AWARD:

The successful proposer must receive written approval from Washakie County before advertising the award of the contract or the services being provided after the contract begins. The proposer must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by Washakie County.

5. CONTRACT NEGOTIATION:

Washakie County will notify the successful proposer and negotiate a contract under the procedures of Washakie County. The contract will be similar to that used by the Department of Administration and Information, Procurement Section and the Wyoming Attorney General's contract guidelines. A draft contract will be sent to Proposers requesting such. Proposers should submit as part of their proposal, suggested contract language that relates to software licensing, maintenance services, and any patented or copyrighted products owned by the proposer that will be used in meeting the RFP specifications. Except for clauses related to software licensing, maintenance services, and any patented or copyrighted products owned by the proposer that will be used in meeting the RFP specifications, the successful proposer shall be expected to sign a contract containing substantially the same terms and conditions as set forth in the draft contract.

6. BEGINNING WORK:

The successful proposer must not commence any work that could be billed until a valid contract has been executed. Washakie County Firewise will not pay for any work commenced by the proposer prior to execution of the contract.

7. Risks and Liability

By submitting a proposal, a proposer specifically assumes any and all risks and liability associated with information marked confidential in the proposal and the release of the information. All costs incurred in preparing a response to the RFP are the responsibility of the Proposer.

8. Statement of Assumptions

The Proposer will clearly describe any assumptions made (by them) in order to successfully complete the proposal.

9. Oral Presentations (if requested):

Proposers may be requested to make a presentation on how they will address the Project. If so requested, proposers will be provided a one week notification of the time scheduled for a presentation. A short list will be developed if oral presentations are required. The proposer is responsible for the payment of all costs involved in any oral presentations and shall not be reimbursed by Washakie County for these costs.

10. Evaluation Criteria

Proposals will be evaluated and subsequent judgments made on the following criteria and relative weights.

<u>Criteria</u>	<u>Possible Points</u>
Demonstrated ability to complete required tasks/past work on Firewise projects	0 – 35
Experience/education of key personnel	0 – 35
Cost	0 – 30
TOTAL POSSIBLE POINTS	100

Washakie County will be the sole judge with respect to the evaluation of proposals. The firm which best meets the conditions of each of the individual criterion will be awarded the highest (not necessarily maximum) points for that specific criterion. The balance of the proposers will be rated based on their evaluated points. After each criterion is evaluated, the proposer with the highest total number of points will be awarded the contract.

ATTACHMENT A

Washakie County Firewise Coordinator

Under general direction from and reporting directly to the County Fire Warden, the Wildland/Urban Interface Coordinator is responsible for coordinating efforts between landowners, local, county, state, and federal agencies to develop and implement wildland fire protection planning and/or prevention programs involved in the Washakie County Firewise Wildland/Urban Interface Fire Mitigation Program.

Generally, work will include fuels reduction projects, shaded fuel breaks, and defensible space projects and education of home owners. Initiate an active public outreach program aimed at educating approximately 8,500 residents, 75 mountain cabins and year-round residences, 175 river bottom residences and approximately 2,500 citizens in the 31 WUI areas identified in the 2005 CWPP.

The program is contracting a County Firewise Coordinator to facilitate communication and project implementation with interagency groups, at-risk communities, and homeowners. The program will cooperate with an active operating group of federal, state and local officials who would assist the Firewise Coordinator in decision making. The Washakie County Firewise Coordinator will be funded part-time contract, for approximately two years, 2019 to 2021; a budget will be set up accordingly. Based on future grant awards this grant may need to be stretched over approximately four years. This position is based on funds received from grants made available through Wyoming State Forestry.

Specifically, work will include:

1. Treating approximately 138.5 acres of hazardous fuels adjacent to the City of Worland (pop 5,000) beginning in the fall of 2018 and completed in the winter of 2021. A 50/50 cost share applies to all costs. Costs specified below represent grant funds.
A cost of \$110,918 (Contractual) in grant funds (\$800/ac) is required;
 - a. Remove all invasive species (Russian olive and tamarisk).
 - b. Reduce crown spacing of native species to a minimum of 10 feet.
 - c. Pile all slash in 10 X 10 X 8 feet spacing in open areas clear of live residual trees (Contractual).
 - d. Burn slash piles during periods of: snow cover, predicted cold temperatures, low winds, and adequate smoke dispersal.
 - e. Treatments will be in cooperation with the Town of Worland, State of Wyoming & Washakie County.
 - a. Project layout, RFP development, contract development, advertisement, administration, and inspections.
 - b. Preparing 10 Wildfire Mitigation Plans (WMPs) for cabin lots in the Firewise USA Community of Canyon Creek Country (CCC) during the summer of 2019.
 - c. WMPs are written and agreed upon by landowners before any fuels treatment work begins.
 - d. Monitoring and maintenance of treatment area is required by the Homeowner as part of signed WMP.
 - a. Implement 10 defensible space projects in the CCC subdivision. Treatments will be in cooperation with the HOA and federal entities.
 - b. Fuels treatments will be designed to accomplish: Reductions in forest stand density to a minimum of 10 foot crown-spacing; removal of down and dead woody materials to a minimum of 10 tons per acre (less than 12 inches slash depth); reductions in vertical fuel continuity to eliminate ladder fuels by removing trees with diameters six inches and below.

The project will allow for public outreach including:

1. Development, publication and distribution of quarterly Firewise newsletters (Fall 2018 to summer of 2021. 12 total mailings to approximately 1,200 WUI home owners at each mailing.
2. Ten educational workshops and community Firewise awareness programs
3. Promotion and establishment of additional Firewise USA Communities within identified WUI areas in Washakie County.
4. Promotion of the Ready Set Go! program;
5. Coordination with emergency responders to improve emergency response within the county;
6. Continue the ongoing structure ignitability assessments within the project area.

The undersigned agrees to provide Washakie County Firewise Coordinator to Washakie County in accordance with the Request for Proposal, General Provisions, Special Provisions and Proposal Price Sheet for proposal no. Washakie County Firewise.

DESCRIPTION	LUMP SUM PRICE (Written in Words and Number)
Washakie County Firewise Coordinator	_____
(Proposer to include a complete detailed cost breakdown with their proposal)	_____
	\$ _____

1. BY SUBMISSION OF A PROPOSAL, THE PROPOSER CERTIFIES:

- 1.1 Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- 1.2 No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- 1.3 The person signing this proposal certifies that he/she is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- 1.4 Proposer will comply with all Federal regulations, policies, guidelines and requirements.
- 1.5 Prices in this proposal have not been knowingly disclosed by the proposer and will not be prior to award to any other proposer.

2. GENERAL INFORMATION:

Proposer Name _____ Phone () _____

FAX () _____

Mailing Address _____

City _____ State _____ Zip _____

SSN/Employer Identification Number _____

3. OWNERSHIP AND CONTROL:

Proposer's Legal Structure:

_____ Sole Proprietorship

_____ General Partnership

_____ Corporation

_____ Limited Partnership

_____ Limited Liability

_____ Other _____

If Proposer is a sole proprietorship, list:

Owner Name _____ Phone () _____

Mailing Address _____

City _____ State _____ Zip _____

SSN/Employer Identification Number _____

Beginning date as owner of sole proprietorship _____

Provide the names of all individuals authorized to sign for the Proposer:

NAME (printed or typed)

TITLE

_____	_____
_____	_____
_____	_____
_____	_____

VERIFICATION

I certify under penalty of perjury, that I am a responsible official (as identified above) for the business entity described above as Proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions which can lead to imposition of a fine and/or imprisonment.

(Signature) (Date)

(Name and Title) (Typed or Printed) (Date)