

**NOTICE
REQUEST FOR PROPOSALS
FOR WILDFIRE COLLABORATIVE COORDINATION SERVICES
EAGLE COUNTY, COLORADO**

Edwards, Colorado

January 20, 2025

Eagle River Fire Protection District and Eagle Valley Wildland are soliciting proposals for wildfire mitigation project/ projects on this Request for Proposals (“RFP”). Any contract awarded as a result of this RFP will be non-exclusive. Eagle River Fire Protection District and Eagle Valley Wildland reserve the right to purchase supplies or services from other professionals.

Proposals must be received by email addressed to:

Hugh Fairfield-Smith
hfairfield-smith@eagleriverfire.org

On or before 5 p.m., MDT, February 21st 2025. Any proposal received after this time will not be considered and will be returned to the respondent unopened unless good cause is shown as determined by Eagle River Fire Protection District and Eagle Valley Wildland in its sole discretion.

To obtain the proposal document, project maps, scope and or to request a site visit, please contact Hugh Fairfield-Smith Fire Management Officer at hfairfield-smith@eagleriverfire.org

Contact information:

Hugh Fairfield-Smith
Fire Management Officer – Eagle Valley Wildland, Eagle River Fire Protection District:
Email: hfairfield-smith@eagleriverfire.org

REQUEST FOR PROPOSALS INSTRUCTIONS TO RESPONDENTS

Eagle River Fire Protection District and Eagle Valley Wildland will be receiving proposals by email addressed to Hugh Fairfield-Smith hfairfield-smith@eagleriverfire.org on or before 5 p.m., MDT, February 21st 2025.

Any question, interpretation, or clarification regarding this RFP must be submitted on or before 5 p.m., MDT, February 10th, 2025. Responses, if any, will be sent to any contractor who requests the information. All inquiries regarding this proposal must be in writing via email to

Hugh Fairfield-Smith- Fire Management Officer
hfairfield-smith@eagleriverfire.org

Please email to verify receipt of your questions if no response is provided. No additional questions will be accepted after the date and time referenced above unless good cause is shown as determined by Eagle River Fire Protection District and Eagle Valley Wildland in its sole discretion. Oral interpretations shall be of no force and effect.

1. Only one copy of your proposal is required. If brochures or other supportive documents are requested, then it is required that they be submitted with your proposal.
2. Eagle River Fire Protection District and Eagle Valley Wildland reserves the right, in their sole discretion, to reject any and all proposals submitted in response to this RFP or to waive or not waive informalities or irregularities in proposals received or RFP procedures. Eagle River Fire Protection District and Eagle Valley Wildland also reserves the right to re-advertise or to otherwise provide the services as determined by Eagle River Fire Protection District and Eagle Valley Wildland to be in their best interest and to accept any portion of the proposal deemed to be in the best interests of Eagle River Fire Protection District and Eagle Valley Wildland to do so, or further negotiate cost, terms, or conditions of any proposal determined by Eagle River Fire Protection District and Eagle Valley Wildland to be in their best interests.
3. Eagle River Fire Protection District and Eagle Valley Wildland may, at their 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 <https://eagleriverfire.org/>. Eagle River Fire Protection District and Eagle Valley Wildland reserve the right to extend the RFP submittal date or to postpone the award of an agreement.
4. 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 River Fire Protection District and Eagle Valley Wildland may short-list respondents based upon an evaluation of the written submittals. Eagle River Fire Protection District and Eagle Valley Wildland may arrange for in-person interviews with the short-listed respondents for a detailed presentation.

5. The selected proposal will be the one considered the most advantageous regarding price, quality of service, qualifications, and capabilities of the respondent to provide the specified service, respondent's familiarity with Cordillera and surrounding areas, and any other factors Eagle River Fire Protection District and Eagle Valley Wildland may consider as determined by Eagle River Fire Protection District and Eagle Valley Wildland in their sole discretion. Eagle River Fire Protection District and Eagle Valley Wildland may award a contract, even if not the lowest priced proposal, based upon a review of the identified factors.

6. 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 River Fire Protection District and Eagle Valley Wildland will endeavor to keep that information confidential, separate, and apart from the proposal. Notwithstanding the foregoing, the respondent acknowledges that Eagle River Fire Protection District and Eagle Valley Wildland may be required to release the information in accordance with the Colorado Open Records Act or order of the court.

7. Eagle River Fire Protection District and Eagle Valley Wildland will not pay for any information requested herein, nor are they liable for any costs incurred by the respondent in connection with its response to this RFP.

8. No work shall commence, nor shall any invoices be paid until the successful respondent has entered into a fully executed agreement with Eagle River Fire Protection District and Eagle Valley Wildland and provides the requested proof of insurance.

9. No telephone or oral proposals will be accepted.

10. Proposals must be clearly identified in the subject line of the email submittal by proposal title. Responsibility for timely submittal of proposals lies solely with the respondent. Proposals received after the closing time specified will not be considered unless good cause is shown as determined by Eagle River Fire Protection District and Eagle Valley Wildland in their sole discretion.

11. 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 River Fire Protection District and Eagle Valley Wildland assume no responsibility for any interpretations made by respondents on the basis of information provided in this RFP or through any other source.

12. All respondents must include a fully executed Proposal Form with their proposal.

13. Eagle River Fire Protection District and Eagle Valley Wildland reserve 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 River Fire Protection District and Eagle Valley Wildland of the successful respondent, Eagle River Fire Protection District and Eagle Valley Wildland will give the successful respondent the first right to negotiate an agreement acceptable to Eagle River Fire Protection District and Eagle Valley Wildland. If an agreement satisfactory to Eagle River Fire Protection District and Eagle Valley Wildland cannot be reached, Eagle River Fire Protection District and Eagle Valley Wildland may enter into negotiations with one or more of the remaining respondents. Eagle River Fire Protection District and Eagle Valley Wildland 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. The successful respondent(s) 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 River Fire Protection District and Eagle Valley Wildland:

“The Contractor agrees to provide and maintain, at the Contractors 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) The Contractor shall also maintain broad form general liability, property damage, and automotive liability insurance in the minimum amount of \$424,000 for bodily injury, death, or damage to property of any person and \$1,195,000 for bodily injury, death, or damage to property of more than one person, or the maximum amount that may be recovered under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended (the “CGIA”), if such amount is higher.

The successful respondent(s) shall comply with the following other insurance requirements which shall be included in the agreement to be awarded:

b) “Other Requirements.

i) The automobile and commercial general liability coverage shall be endorsed to include Eagle River Fire Protection District and Eagle Valley Wildland, its associated or affiliated entities, its successors or assigns, elected officials, employees, agents and

volunteers as additional insureds.

ii) Contractors' certificates of insurance shall include all sub-contractors as additional insureds under its policies or Contractor shall furnish to Eagle River Fire Protection District and Eagle Valley Wildland separate certificates and endorsements for each sub-contractor. All coverage(s) for sub-contractors shall be subject to the same minimum requirements identified above. Contractors and sub-contractor, 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 the contractor and its sub-contractors 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) Contractors' 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 River Fire Protection District and Eagle Valley Wildland.

v) All policies must contain an endorsement affording an unqualified thirty (30) days' notice of cancellation to Eagle River Fire Protection District and Eagle Valley Wildland 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) Contractor's certificate of insurance evidencing all required coverage(s) is attached hereto. Upon request, the Contractor 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 Eagle River Fire Protection District and Eagle Valley Wildland, and hereby authorizes the Contractor's broker, without further notice or authorization by the Contractor, to immediately comply with any written request of Eagle River Fire Protection District and Eagle Valley Wildland for a complete copy of the policy.

viii) The Contractor shall advise Eagle River Fire Protection District and Eagle Valley Wildland in the event the general aggregate or other aggregate limits are reduced below the required per occurrence limit. The Contractor, at its own expense, will reinstate the aggregate limits to comply with the minimum limits and shall furnish to Eagle River Fire Protection District and Eagle Valley Wildland a new certificate of insurance showing such coverage.

ix) If the Contractor fails to secure and maintain the insurance required by this Agreement and provide satisfactory evidence thereof to Eagle River Fire Protection District and Eagle Valley Wildland, Eagle River Fire Protection District and Eagle Valley Wildland 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 Eagle River Fire Protection District and Eagle Valley Wildland are relying on, and do 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 Eagle River Fire Protection District and Eagle Valley Wildland, its affiliated entities, successors or assigns, its elected officials, employees, agents and volunteers.

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

TO: Hugh Fairfield-Smith
hfairfield-smith@eagleriverfire.org
Eagle River Fire Protection District
Re: Cordillera Phase 3 Wildfire Mitigation Project 2025

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

- (a) Agrees to comply with all conditions, requirements, and instructions of the Request for Proposal as stated or implied therein.
- (b) Acknowledges the right of Eagle River Fire Protection District and Eagle Valley Wildland in their sole discretion to reject any or all proposals submitted and that an award may be made to a respondent even though not the lowest cost.
- (c) Acknowledges and agrees that the discretion of Eagle River Fire Protection District and Eagle Valley Wildland in the selection of the successful respondents 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 the respondent has the authority to sign this Proposal Form and bind the company named below. The respondent further acknowledges that Eagle River Fire Protection District and Eagle Valley Wildland have the right to make any inquiry or investigation they deem appropriate to substantiate or supplement information contained in the proposal and related documents and authorizes release to Eagle River Fire Protection District and Eagle Valley Wildland of any and all information sought in such inquiry or investigation.

Company Name: _____
Title of Respondent: _____
Signature of Respondent: _____

REQUEST FOR PROPOSAL

PROJECT DESCRIPTION

Eagle River Fire Protection District and Eagle Valley Wildland are seeking a Contractor or Contractors to a wildfire mitigation in Cordillera, Colorado. This project is being performed to aid in the protection homes and infrastructure within Cordillera. This project also aids in forest health, forest management, ecosystem health and watershed health. The Wildfire component of the project is also designed to give firefighters a tactical advantage.

Eagle River Fire Protection District and Eagle Valley Wildland may award each unit individually or the entire project.

Each contractor will be required to give pricing for each unit number listed below and a price for the entire project.

SCOPE OF SERVICES

Treatment Scope, method, and design:

The overall scope should be planned for a 60-80% reduction of the fuel material described under the Scope of Services, including cutting and thinning of sage and brush up to 18' tall and as small as 3" within the project boundaries or Units and the processing of dead, sick, and or dying trees within the Units and the removal of all thinned material. The Contractor shall use reasonable judgement within the project boundaries to ensure the project is meeting national standards of wildfire mitigation. The purpose of this project is to reduce fuels within the Cordillera area. This reduction in fuels will also act as a fuel break and anchor point and staging areas for firefighters to work in the event of a wildfire.

APPENDIX A has the UNIT table with size acres and length of area. Further maps or digital mapping may be requested from

Hugh Fairfield-Smith
hfairfield-smith@eagleriverfire.org.

It will be to the contractor's discretion as to the method of treatment in each unit. There are units that equipment will likely be unusable.

Material may be masticated, removed, harvested, chipped, and or piled into burn piles. Any material that is piled will meet the nation pile standard set by the NWCG. Piles will be burned by Eagle Valley Wildland in the winter months.

PROPOSAL SUBMITTAL REQUIREMENTS

1. **Proposal Form.** Must be signed and submitted with response.
2. **Qualifications.** Briefly explain your company's qualifications to provide the services requested, e.g., years in business, staffing, vehicles to be utilized and experience.
3. **Schedule.** The work performed under the contract will begin June 5th, 2024. The contractor will then be able to work until August 10th, 2024. The schedule may be negotiated at time of contracting award.
4. **Budget/Pricing.** Please provide hourly rate, and an overall cost estimate to provide the services described for each unit and the total project.
5. **Familiarity with Eagle County.** Provide a narrative describing familiarity with the Cordillera area.
6. **References.** Please provide three (3) references from current customers receiving the same or similar service(s). Include name of entity, contact name, and telephone number. Eagle River Fire Protection District and Eagle Valley Wildland may not be used as a reference.
7. **Legal Issues.** Are there any lawsuits, federal, state or local tax liens, or any potential claims or liabilities against you, your company, or the officers of the company at this time or within the last three years? If so, please explain.
8. **Evaluation Criteria.** Proposals will be evaluated based on:
 - Qualifications and experience.
 - Demonstrated coordination and facilitation skills.
 - Capacity to perform work within schedule and budget.
 - Billing rates, hourly, to remain in effect through the duration of the project.
 - Any other criteria Eagle River Fire Protection District and Eagle Valley Wildland deems relevant in its sole discretion.

APPENDIX A

Unit Number	Size
#7	38.7 Acres
#2	51.3 Acres
#20	14.3 Acres
#19	9.1 Acres
#4	45 Acres
#6	15.8 Acres
#23	27 Acres
#26	17.1 Acres
#25	12.8 Acres
#28	14.4 Acres
#21	11.4 Acres