

# TYLER COUNTY

## REQUEST OF BID FOR EMERGENCY STANDBY SERVICES AND PRODUCTS

### 1. PURPOSE:

This is an invitation to submit for the contracting of Emergency Standby Products and Services.

The intent of this contract is to have a vendor that is capable of providing all types of product and services required in the case of a declared State of Emergency. This contract would be used when the County of Tyler resources and contracts are not able to provide for an emergency in an immediate manner. The contractor would provide an additional source beyond existing resources. Tyler County would use these products in responding to a declared disaster such as hurricanes, tornadoes, floods, and other man-made and natural disasters that affect the county. The types of items that may be required would be generators, lighting systems, toilet facilities, health facilities, living accommodations and/or supplies, etc: as well as possible on-site response teams to perform a wide range of emergency services. We will expect a return phone call or response from the contractor within 4 hours of a receipt of a message from Tyler County requesting assistance under this contract. Further, we expect the contractor to have the requested products and services on site within 72 hours after the initial call.

### 2. GENERAL INFORMATION:

### **3. SPECIFIC INFORMATION:**

Tyler County is looking for contractors who have the capacity, ability, and experience to respond rapidly with the delivery of the products and services required in a declared emergency. The Contractor must provide a past history proving expertise and success in this type of work and provide references of past and present customers.

Tyler County requires a contractor who has access to all types of emergency equipment. The contractor must provide a fixed price for weekly rental rates on all types of equipment that can be provided. A sample list is attached, however, please add any additional products or services not already listed and include pricing for those items.

During times of declared emergency, the contractor's personnel shall return any call or message received by a representative of the State of Utah within four (4) hours of initial call.

#### **CONTRACTOR QUALIFICATIONS**

The Contractor shall submit satisfactory evidence that it has previous experience and possesses an adequate plant/inventory, financial resources, and organization as herein specified to perform the type, magnitude, and quality of work as specified.

#### **CONTRACTOR EXPERIENCE**

The Contractor shall have at least three years experience in the provision of emergency products and services and must be able to demonstrate that some of this experience was during periods of emergency type conditions.

#### **CONTRACTOR FINANCIAL STABILITY**

The Contractor must be able to document their current and past-established agreements with other organizations, which will establish the Contractor's ability to obtain the products and services required by this contract.

The Contractor shall have the financial resources to effectively perform the service required under a contract of the same scope and magnitude as proposed under this solicitation. The Contractor shall furnish an independent, certified audit or financial statement for the last fiscal period prior to submission of its proposal.

The Contractor shall have adequate personnel dedicated to contract administration and supervision addressing day-to-day contract administration concerns and questions. The Contractor shall designate at least one individual for our contract administrator to address contract disputes or other administrative issues.

**PROPOSAL EVALUATION CRITERIA:**

- 30% - Demonstrate ability to successfully provide emergency equipment for current and previous customers.
- 25% - Demonstrate background and experience in this type of work.
- 30% - Cost -- Equipment and Services Offered
- 20% - Range of Equipment and Services to Offer Tyler County.

**PROPOSAL OUTLINE:**

To be prepared by the Offeror. The proposal shall consist of the following items:

**A. Cover Letter:** To contain the following information:

1. Name of person (s) authorized to represent the Offeror in any negotiations and to sign any Contract resulting.
2. Location of business office and any service facilities if applicable.
3. Name and address of corporate officers or partners.
4. The offeror will provide references including point of contact and phone numbers for any corporate customers or government agency.
5. Statement that attached bid meets all requirements of the Proposal
6. Request that trade secrets or proprietary information in the proposal be withheld from public inspection if needed.

**B. Technical Proposal:** Shall be in narrative format.

1. Measurable proof of expertise in this area with past and present clients and experience, and copies of past and present agreements with those clients, also a certified financial statement or audit of the company . (What makes you the best company for this contract?)
2. A description of the methodologies to be used in meeting the scope of work including how you have met those objectives with past performance.
3. Staffing: Numbers, Titles, Education and Experience.
4. Detailed explanation of any contingencies that may be offered as part of this contract.
5. Explanation of how Offeror will make use of other resources and time to accomplish the requirements of the contract.

6. How will you address deployment issues and incoming orders?

C. Cost Proposal:

1. Use the attached pricing sheets for products and services include additional items and services you can offer.
2. Offer a pricing method for any additional equipment or services not detailed but may be obtainable.

D. Performance/Payment Bond:

Provide proof, that if required, your company could provide a performance/payment bond for the products and services required. This should be in written form from an Insurance/Surety Company, on their company letterhead indicating they have a business relationship with your company and that if required they would provide a performance/payment bond for your company also, list the maximum dollar amount they would issue for your companies bond.

## General Requirements

1. Authorized Contract Users.

This contract will be used by or at the direction of the Emergency Management Office (EMO). EMO may make purchases, or direct other local governments to do so. The Contractor understands and agrees that use of this contract in the event of a declared emergency is optional and will be primarily for, but not limited to, Tyler County, Local governments, school districts and others authorized by law, (collectively with Agencies referred to as "Authorized Users") may only access this contract with the prior approval of EMO, and shall be solely responsible for issuing of valid purchase orders and for performance and payment.

2. Time is of the Essence.

The parties hereby agree that time is of the essence for performance of this contract. Contractor warrants and guarantees that it will use its best efforts to acquire and deliver required products and services at the price and on the terms quoted herein. Contractor shall fully cooperate and coordinate with the Authorized User, and its agents, subcontractors or employees to maximize timely delivery of products and services. Authorized User reserves the right to acquire part or all of

the products/ services offered by Contractor under this contract from other available resources, as deemed necessary in the best interests of the County to meet this requirement. The Contractor agrees and understands that its guarantee of timely performance hereunder is an inducement to Tyler County to enter into this contract, and that the Products or Services covered by this Contract will be immediately available for ordering and delivery during times of declared emergencies.

**3. Indemnification.**

The Contractor agrees to defend, indemnify, and hold harmless Tyler County against any and all losses, damages, costs, and expenses which they may hereafter suffer or pay out by reason of any claims, actions, and rights of action in law or equity, arising out of damage to the equipment or occurring to, suffered by any person or persons, caused by the Contractor, any of its officers, employees, agents or representatives or any person, firm, or corporation directly employed or engaged by the Contractor.

Tyler County agrees to defend, indemnify, and hold harmless the Contractor against any and all losses, damages, costs, and expenses which it may hereafter suffer or pay out by reason of any claims, actions, and rights of action in law or equity, arising out of damage to the equipment or occurring to, suffered by any person or persons, caused by Tyler County, any of its officers, employees, agents or representatives or any person, firm, or corporation directly employed or engaged by the County.

**4. Non-Assignment.**

Tyler County has entered into this contract on the express understanding that Contractor has the capacity and ability to respond rapidly with the delivery of the products/services set forth in Exhibit 2 in a declared emergency. Therefore, the resulting contract may not be assigned, transferred, or conveyed, without the prior written consent of the County.

Where Product is leased, Tyler County shall not assign this lease to any equipment under the lease, or any interest in the lease or equipment, without Contractor/Lessor' written consent. Lessee shall not sublet the equipment under the lease or any item of it, without Contractor/Lessor's written consent.

**5. Compliance With Applicable codes/Laws**

It is the Contractor's responsibility to provide product, equipment and materials hereunder which are configured or otherwise compliant with all applicable federal, state or municipal safety and health codes, laws, or ordinances. The Contractor is solely liable for any expenses, fines or penalties imposed due to a violation, including traffic infractions or parking violations attributable to employees, subcontractors or agents of the Contractor.

**6. Issuance of a Purchase Order**

This Contract does not constitute a purchase order. It is the framework within which Tyler County, in the event of a declared emergency may issue a purchase order to the Contractor. Purchases Orders may be transmitted electronically, including fax or e-mail to facilitate timely delivery on a 24 hour, 7 day a week basis, and are considered to have been submitted to Contractor upon successful transmission.

**7. Inspection**

The quality of products or services, shall be subject to inspection by Tyler County at any time. Should it be found that quality of products delivered or services being performed is not satisfactory, and that the requirements of the specifications are not being met, Tyler County may terminate the contract, and employ another Contractor to fulfill the requirements of the contract. The Contractor shall be liable to Tyler County for costs incurred on account thereof.

**8. Stop-Work Order/Cancellation for Cause**

Upon notice to Contractor and a failure, within twenty four (24) hours, to cure a stated deficiency, the County in its sole judgment, reserves the right to stop the work covered by a purchase order. Tyler County reserves the right to cancel this contract in its entirety at any time for cause when Tyler County deems that the Contractor is unable or incapable of performing the work including meeting the requisite delivery time frames, or otherwise adequately meeting the needs of the declared emergency. In the event of such stoppage or cancellation, Tyler County shall provide immediate written notice of Contractor's default and shall have the right to arrange for the completion of the work in such manner as they deem in their best interests.

**9. Access to Site**

Tyler County's representative reserves the right to reject and bar from the facility or job site any subcontractor, agent or employee hired by the Contractor.

**10. Payment of Operators**

Where product involves the delivery of equipment or heavy machinery without services, and unless otherwise mutually agreed, it shall be the responsibility of Tyler County to furnish labor and pay operators employed on the equipment during the period of use. Should services be required prevailing wage laws may apply.

**11. Notices**

All notices hereunder shall be delivered in person or by certified mail to an authorized representative of the party to whom delivery is made at the place of business of that party, or to any other place specifically designated by the party.

**12. Point of Delivery**

At the time of order placement, Tyler County shall specify the end point of delivery

for products/services. Contractor shall not ship without obtaining a specified point of delivery from Tyler County . The Contractor is responsible for obtaining and paying fees for all duties, tariffs, highway and other special permits that may be required for delivery. Prices bid shall be assumed to include all applicable delivery, freight, and shipping charges as well as taxes unless otherwise specified in the Contractor's proposal. Certain sales and excise taxes may not be applicable to Tyler County . Tax exemption certificates from Tyler County shall be furnished upon Contractor's request.

**13. Power/Cable Specifications**

Unless the parties agree otherwise, Products requiring power for operation shall be non-electric. At the option of Tyler County, Contractor shall provide, at the expense of Tyler County, sufficient electrical cable to enable the connection to the distribution systems identified by Tyler County. "2/0 Cable" is required for connecting generators.

**14. Equipment Condition**

Product shall be in good working order and, where applicable, be equipped with all OSHA required safeguards. Contractor shall make every effort to ensure that equipment provided includes as many safety-related options as practical. Where equipment is mounted on trucks, truck chassis, etc. it must meet at least the manufacturers minimum recommendations for Gross Vehicle Weight Rating (G.V.W.R.), Front Gross Axle Weight Rating (F.G.A.W.R.), Rear Gross Axle Weight Rating (R.G.A.W.R.) and curb weight. Unsatisfactory or unsafe equipment, as determined by a State or Tyler County representative, shall be either returned to the Contractor or, if inoperable, shall be picked up by the Contractor at its own expense.

**15. Availability of Product or Equipment**

Unless a different timeframe is specified by Tyler County, Contractor shall deliver product or equipment no more than seventy-two (72) hours from Tyler County's placement of the order. If product or equipment will not be available for delivery within that period, Contractor shall inform Tyler County at the time of order to allow Tyler County to locate an alternate source for the equipment. Failure to provide ordered product, equipment or services within the requisite timeframes may constitute a material breach and grounds for immediate cancellation of the contract upon notice. Additionally, the State reserves the right to cancel this Contract after 24 hours of any order placement if, in Tyler County's sole judgment, Contractor does not possess adequate resources or mobilization ability to meet the needs of the emergency by delivering product or services within 72 hours of request.

**16. Highway & Special Permits**

The Contractor is responsible for obtaining and paying fees for all highway and other special permits that may be required for delivery.

**17. Contractor's Coordinator**

The Contractor must specify the name of a contact person and phone number who can be reached for all communications and ordering 24 hours per day, 7 days per week during the time of the declared emergency. Contractor shall be responsible for updating this information within one week of any change.

**18. Product Inventory**

Contractor shall supply an equipment inventory along with its invoice, which shall be verified by a representative of the receiving Authorized User at the time of delivery.

**BILLINGS/ PAYMENTS**

**1. Contract Billings**

Contractor shall provide complete and accurate billing invoices to Tyler County in order to receive payment. Billings must contain all information required by the County. Tyler County shall render payment for all purchases, and such payment shall be made in accordance with ordinary county procedures and practices.

**2. Responsibility for Payment**

Payments for purchases made other than by Tyler County shall be the sole responsibility of such entities and the Contractor shall bill such entities directly on vouchers authorized by the said entities.

**3. Vouchers & Late Payments**

This voucher or invoice will contain the Contract ID number), the federal employer identification number ( ); the name of the ordering Authorized User; and the location to which the products, services or equipment was delivered.

**4. Contract Term**

This contract shall become effective upon approval of the Commissioner's Court of Tyler County but shall not be used until such time as the county Judge declares a state of emergency. The contract may then be used for ordering until such time as the County Judge declares the initial state of emergency over. The contract may also be available for use during any subsequently declared state(s) of emergency as the County may require but no longer than a period of five (5) years from the date of the Commissioners initial approval, with a renewal option for up to five (5) additional years, upon the mutual agreement of the parties. Said renewal term is also subject to the approval of the Commissioner's Court of Tyler County

**5. Contract Updates**

This contract may be amended from time to time to include additional products,

equipment or services as well as a mutually agreed upon price escalation, based upon the annual Consumer Price Index for all Urban Consumers ("CPI-U") changes and the documented changes in Contractor's actual costs.

**6. Cancellation/Termination**

Notwithstanding the above, the Commissioner's Court of Tyler County reserves the right to cancel this contract, in whole or in part, after the first month of contract use upon 72 hours written notice to Contractor. Otherwise termination of the contract shall be in accordance with the original contract term and any renewals mutually agreed to by the parties. Prorated payments shall be made through the end of the period of service as specified on the purchase order weekly or monthly, as applicable. If the period of service is not originally specified in the purchase order, then such period shall be deemed weekly and payments pro-rated accordingly.

**7. Contract Pricing/updates**

It is the intention of the Commissioner's Court of Tyler County to amend this contract as required reflecting product and service changes or price adjustments during the contract period. Dependent on the nature of product and service changes one of three methods will be used as set forth below: (I) the auto-add method; (ii) the Federal Emergency Management Agency (FEMA) reimbursement rate method; or (iii) formal contract amendment method. The County Judge must approve any price adjustment or contract amendment.