



## Board-Up Services

Issued by  
Redmond Fire & Rescue  
341 NW Dogwood Ave  
Redmond, Oregon 97756



## Redmond Fire & Rescue

Finance Department

341 NW Dogwood Avenue, Redmond, OR 97756

Phone: 541-504-5000

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### PROPOSAL SUBMITTAL

#### Board-Up Services Concession Agreement

When an emergency, such as fire, flood, freeze, or other incident or accident, strikes a residence or commercial business, one of the first actions often needed after Redmond Fire & Rescue (RF&R) Fire and EMS crews have mitigated the emergency is to ensure that the impacted facility/site is properly protected and secure. The owner or occupant may be overwhelmed and uncertain as to what actions to take to protect and/or secure their property.

This process will award service concession agreements to three qualified Contractors. This will create a Board-Up Services Roster of available Contractors which are dispatched on a rotational basis by Professional Dispatch Services, Inc.

This is not an offer to contract with RF&R. While RF&R does not add additional Contractors regularly, each year, RF&R allows interested Contractors the opportunity to submit a proposal to RF&R for consideration to possibly be added to the board-up services roster.

The purpose of this document is to formalize the process to obtain a written Proposal from qualified and experienced Contractors (“Proposer”) interested in offering high quality property board-up services for commercial businesses or residential owners/occupants (“Owner”). This document refers to the services to accomplish this type of work as: “Board-Up Services”.

Interested Contractors shall submit a Proposal to the Fire Marshal at the Redmond Fire & Rescue Administrative Office, 341 NW Dogwood Ave., Redmond, OR 97756, prior to:

**DUE DATE & TIME: August 12, 2022 at 4:00 PM**

**Proposers are solely responsible for ensuring that RF&R receives its Proposal.  
Late Proposals will not be accepted**

THERE IS NO GUARANTEE THAT RF&R WILL ADD ADDITIONAL CONTRACTORS TO THE BOARD-UP ROSTER ONCE IT IS ESTABLISHED.

Questions and comments regarding this solicitation must be IN WRITING ONLY and directed to the undersigned by email to [tom.mooney@redmondfireandrescue.org](mailto:tom.mooney@redmondfireandrescue.org).

Sincerely,

*Tom Mooney*  
Tom Mooney  
Fire Marshal

## SECTION II – STATEMENT OF WORK

1. **AGREEMENT TERM.** When RF&R adds to the Board Up Services Rosters, the Contractor will sign a Service Concession Agreement and an agreement with PDSI. Samples are enclosed and the terms and conditions of each are incorporated by reference.
  - a. Agreement Period. If added to the Roster, the Agreement period is from the award/selection date to December 31<sup>st</sup> of each calendar year thereafter.
  - b. Renewal Option. The resulting Agreement may be renewed upon mutual agreement of both RF&R and the Contractor for indefinite one (1) year periods. Each Renewal will begin on January 1<sup>st</sup>.
  
2. **SCOPE OF SERVICES.**
  - a. **GENERAL.** The Board-Up Services are to be provided on as needed and rotational basis and upon an extremely short-notice basis, 24 hours a day, 7 days a week. The Board-Up Services will include all work and materials required to protect the property not limited to:
    - i. Secure or protect exposed roof area(s), doors, and/or windows before leaving the scene with appropriate material, like plywood, tarp, etc. Contractor shall provide a lock hasp and a combination pad lock for each, unless other arrangements are made with the Owner.
    - ii. Provide site security, including installing temporary fencing, caution tape, etc., as needed. For doors that need to be secured, the Contractor shall provide a chain and combination pad lock, unless other arrangements are made with the Owner.
  - b. **INITIATION OF CALL-OUT.**
    - i. The Contractor is only dispatched by Professional Dispatch Services Inc. (“PDSI”) and SHALL NOT SELF DISPATCH. If a Contractor self-dispatches, that Contractor risks being removed from the Roster.
    - ii. The RF&R on-scene Incident Commander will make contact with the Client and offer to initiate a call-out of a Contractor from the Roster through PDSI. The decision is entirely up to the Client to utilize a Contractor for the board up services; the Client may contact any other Contractor, self-perform the required actions, or choose to do nothing.
    - iii. When the Client so desires, the RF&R Incident Commander or Fire Investigator will contact PDSI, and PDSI will dispatch the next available Contractor from the Roster. No guarantee of dispatch is implied.
      - A. When an Owner is not available, the RF&R Incident Commander is authorized to request board-up services on behalf of the property Owner for the safety and security of the site.
  - c. **RESPONSE EXPECTATIONS.**
    - i. Contractor shall be required to have a single-point-of-contact phone number, available 24/7; a paging system is not allowed.
      - A. **If no contact can be made by the Dispatcher, the next Contractor on the Roster will be dispatched.**
    - ii. The Contractor will call the RF&R Incident Commander (or designee) within 15 minutes of receiving the initial call-out from PDSI.
      - A. **If no contact is made by the Contractor, the Incident Commander may call PDSI to contact the next Contractor on the Roster to be dispatched.**
    - iii. Contractor must respond on scene within ninety (90) minutes. If for any reason this time cannot be met, the Contractor must notify the RF&R Incident Commander.
      - A. **If Contractor does not arrive within ninety minutes, the Incident Commander is authorized to call PDSI to contact the next Contractor on the Roster to be dispatched, and the call-out to the first Contractor will be cancelled.**

## SECTION II – STATEMENT OF WORK

### d. ON-SCENE EXPECTATIONS

- i. Contractor will be given information on the scope of the project, so they arrive with the appropriate labor, equipment and materials.
- ii. Prior to initiating any work Contractor shall meet with RF&R's Incident Commander or Fire Investigator for instructions and clearance to proceed.
- iii. The Contractor will deliver exceptional customer service and will meet or exceed industry standards of workmanship.
- iv. The Contractor shall furnish and assume full responsibility for everything required for the orderly progress and proper execution and completion of the assigned Board-Up Services including, but not limited to, materials, equipment and tools, labor including subcontractor, travel and transportation, and other facilities and incidentals.
- v. The Contractor guarantees the work done will provide protection intended for up to 72 hours.
- vi. The Contractor shall employ only persons duly licensed by the State of Oregon to perform the Work required under this Agreement for which applicable Oregon Law requires a license.
- vii. The Contractor shall not have any public or private interest and shall not acquire directly or indirectly any such interest which conflicts in any manner with the performance of its services. Contractor shall review ORS 244 Government Ethics (at <http://www.leg.state.or.us/ors/244.html>) and shall notify RF&R in its Proposal response of any conflict of interest issues related to this Solicitation.

### 3. COST CONTROLS.

- a. Contractor agrees to charge industry standard rates for all work performed and materials provided.
- b. If the Owner is not available RF&R may choose to initiate the call-out for Board-Up Services in the best interest of the property owner; Contractor will not bill RF&R.
- c. The RF&R Incident Commander may not know if the property is properly insured at the time of the initial call-out. If the affected property is uninsured the Contractor will not bill the Client.
- d. Neither RF&R nor Dispatcher will be involved in, or be responsible for, any billing or cost disputes with the Client.

4. **ADDITIONAL WORK FOR A CLIENT.** The Contractor called to a scene may provide other services to the Client such as cleanup or restoration. The Contractor will offer its services to the Client in a professional manner with no sales pressure or unethical tactics. Any additional work done for the Client is outside of this Agreement and is solely between the Contractor and the Client.

### SECTION III – RESPONSE AND EVALUATION

1. **PROPOSAL CONTENT.** Proposers shall present the following information, and submit all attachments as required, in the order listed:
  - a. **COVER LETTER.**
    - i. On Contractor letterhead, include contact information, location of office(s), etc.
    - ii. Provide a brief history of the Contractor.
    - iii. Provide the name of the main contact, with the 24/7 phone number that the person will be contacted with for any call-outs. Include the same information for any proposed subcontractor(s).
    - iv. Provide the Contractor's Insurance and Bonding capacities.
  - b. **QUALIFICATIONS OF KEY PERSONNEL.**
    - i. Provide a list of the other key employees that would be involved in the services; describe their qualifications, experience and skills.
    - ii. Describe the Contractor's drug screening and back-ground check policies and procedures.
  - c. **CAPABILITIES AND EXPERIENCE.** Contractor must demonstrate experience with an emergency scene.
    - i. Describe in detail similar services that the Contractor provided within the past 5 years: provide at least three examples of successfully completed projects on an emergency scene.
    - ii. Provide for each, as a reference, the date of the incident, the name of the owner, a contact name and phone (and/or email address) and address.
    - iii. Provide a list of all pertinent vehicles, equipment and accessories, by type and quantity that would be available for the Board-Up Services. Include a list of equipment that the Contractor would need to rent in order to perform the services.
  - d. **SAMPLE RATES.**
    - i. Submit a standard rate sheet that details all costs of providing the services.
    - ii. Use your rate sheet and provide a brief description of the scope of services the Contractor would provide with pricing for the following scenario: include processes, materials, and equipment used, resulting in a total price that would be presented to the Client:
      - A. House Fire in January. Fire began at the gas furnace in a double car sized garage of a single-story dwelling. It quickly got into the attic space and kitchen area. The garage and patio doors were demolished, as well as a 2' x 3' kitchen window. The roof was vented by firefighters in three areas each about 2' x 2'.

## **Attachments**

Exhibit A - Sample Concession Services Agreement

Exhibit B - Call Out Ticket



**\*SAMPLE\* CONCESSION SERVICES AGREEMENT**  
**\*\*DO NOT RETURN\*\***

Agreement No: \_\_\_  
 This is not an order.

This Concession Services Agreement Contract sets forth all the covenants, conditions and promises between Redmond Fire & Rescue (“RF&R”) and\_ (“Contractor”) for the provision of Board-Up Services; Exhibit A-terms and conditions and Exhibit B- Contractors response (together, the “Contract”).

**CONTRACT PERIOD.** This Contract is effective from the last date below to December 31, 2022 unless terminated as defined in Exhibit A.

**RENEWAL OPTION.** This Agreement may be renewed upon mutual agreement of both RF&R and the Contractor for indefinite one (1) year periods. Each Renewal will begin on January 1<sup>st</sup>.

In consideration of the mutual covenants, stipulations and agreements, the Parties hereto do contract and acknowledge that they have read and understand this Agreement and agree to be bound by its terms and conditions:

Contractor **DO NOT RETURN**	Redmond Fire & Rescue 341 NW Dogwood Ave. Redmond, OR 97756
Email Address	RF&R Representative
Phone Number	RF&R Representative Email
Employer Id Number	RF&R Representative Phone
Name/Title of Officer	
Signature	Signature
Date	Date
Any notice required or permitted by this Contract shall be in writing and shall be delivered to the parties listed above	

1. **ASSIGNMENT.** The Contractor may not assign, sell, dispose of, or transfer this Agreement, either in whole or in part, without RF&R's prior written consent.
2. **CHANGES.** The terms and conditions contained in this Agreement may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of RF&R and Contractor.
3. **COMPLIANCE WITH LAWS.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances, as applicable. All laws, regulations, executive orders and ordinances that are applicable to the Agreement are incorporated by reference.
4. **DELAYS IN DELIVERY/FORCE MAJEURE.** Neither RF&R nor Contractor shall be held responsible for delay or default caused by any contingency beyond their control, including, but not limited to war or insurrection, strikes or lockouts by the parties' own employees, walkouts by the parties' own employees, fires, natural calamities, riots or demands or requirements of governmental agencies other than RF&R.
5. **DRUG STATEMENT.** The use of drugs, alcohol, or any tobacco products is prohibited on all Client property.
6. **GOVERNING LAW/VENUE.** The laws of the State of Oregon shall govern this Agreement.
7. **IDENTIFICATION OF EMPLOYEES.** Contractor shall ensure that its employees have identifying uniforms or other designation of identity (ID badge, hat, coat with Contractor logo/name) while on Client property.
8. **INDEMNIFICATION AND HOLD HARMLESS.** To the fullest extent permitted by law, Contractor shall fully indemnify, defend and save, and hold harmless RF&R, its officers, board members, agents, employees, volunteers, affiliates, and all other persons acting on behalf of RF&R, from and against any and all claims, demands, suites, actions, damages, losses, costs and expenses, direct and indirect or consequential of any nature whatsoever, including reasonable attorneys' fees, and any other costs of defense, settlement payments and court costs, and liability of personal injuries (including death), property loss, and all other legally cognizable harm caused by, arising from, in whole or in part or in connection with, any act or omission involving any work under this Agreement. The duty of defense shall arise immediately upon assertion of any claim that may be covered by this indemnification provision, and, to the fullest extent allowed by law, shall be independent of any duty of indemnification.
9. **INSURANCE.** Unless otherwise agreed in writing, Contractor shall purchase and maintain:
  - a. **WORKER'S COMPENSATION** as required by law ORS 656.
  - b. **EMPLOYER'S LIABILITY** in the minimum amount of \$500,000 when the Contractor has one or more employees performing services under the Agreement.
  - c. **COMPREHENSIVE AUTOMOBILE LIABILITY** including owned, non-owned and hired vehicles: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage any one occurrence and \$2,000,000 in the aggregate.
  - d. **COMPREHENSIVE GENERAL LIABILITY** to include premises operations, products/completed operations, and blanket contractual liability: \$1,000,000 Combined Single Limit Bodily Injury, Property Damage, and personal injury any one occurrence and \$2,000,000 in the aggregate.
  - e. A Certificate of Insurance shall be submitted to Redmond Fire & Rescue, Attn: Finance, 341 NW Dogwood Ave. Redmond, OR 97756. The Contractor agrees to pay for the insurance specified and



agrees to provide RF&R with a 30 days' notice of cancellation if non-renewal occurs during the Agreement period.

**10. LICENSE AND PERMITS.** Without additional expense to RF&R, the Contractor shall be responsible for maintaining any necessary licenses and permits.

**11. PUBLIC CONTRACTS.** This Agreement includes the following terms and conditions as prescribed by Oregon Revised Statutes as applicable: a. ORS 279B.220, Conditions concerning payment, contributions, liens, withholding; b. ORS 279B.225, Conditions concerning salvaging, recycling, composting or mulching yard waste material; c. ORS 279B.230, Conditions concerning payment for medical care and providing workers' compensation. d. ORS 279B.325, Conditions concerning hours of labor.

**12. PUBLICITY.** The Contractor shall not use in its advertising, marketing programs, or other promotional efforts, any data, pictures, or other representations of RF&R without the prior written authorization by RF&R.

**13. REPRESENTATIONS.** Contractor represents and warrants to RF&R that (1) Contractor has the power and authority to enter into and perform this Agreement, (2) the Work under this Agreement shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, and (3) Contractor shall, at all times during the term of this Agreement, provide qualified, and professionally competent workers, who shall be duly licensed, if required, to perform the Work.

**14. RESPONSIBILITY FOR TAXES AND WITHHOLDING.** Contractor shall be responsible for all federal or state taxes applicable to compensation paid to Contractor under this Agreement. RF&R will not withhold from such compensation any amount(s) to cover Contractor's federal or state tax obligations. Contractor, and its employees, are not eligible for Social Security benefits, unemployment insurance or workers' compensation benefits, Public Employees' Retirement System benefits, or any other benefits provided by RF&R to its employees from compensation paid to Contractor under this Agreement.

**15. SECURITY CHECK.** The Contractor agrees that each of its employees, subcontractors' employees and principals / owners involved in the Work may, at the option of RF&R, be subject to a background check, at any time, through a Vendor of RF&R's choice. RF&R retains the option to require the immediate removal of any subcontract, employee or agent. Notwithstanding the foregoing, Contractor, and not RF&R, remains solely responsible for performing background checks on, and screening for public safety all employees, and, to the extent permitted by law, shall provide such screening methodologies and information to RF&R upon request.

**16. SEVERABILITY.** If any provision of this Agreement is declared to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

**17. TAX LAW COMPLIANCE.** Contractor hereby certifies, represents and warrants that the Contractor has complied with, and shall continue to comply with, the tax laws of this state or a political subdivision of this state; ORS 305.620 and ORS chapters 316, 317 and 318. Failure to comply is a default which may be cause to terminate this Contract state officials may seek damages and other relief available under the applicable law.

**18. TERMINATION.**

- a. Termination of Services for Convenience. The services of Contractor under this Agreement may be terminated at any time by mutual written consent of the parties, or RF&R may, at its sole discretion, terminate the services, in whole or in part, upon 30 days' notice to Contractor.
- b. Limitation of Liabilities. Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the Agreement or (ii) any damages of any sort arising solely from the termination of services under this Agreement.

**19. WAIVER OF CONDITIONS.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement.



## RF&R BOARD-UP CALL-OUT TICKET

Use this form for each incident.

Meet with RF&R's Incident Commander for instructions and clearance to proceed.

Contractor:	
Project Manager Name:	
Date and Arrival Time:	
Event Description:	
Event Address:	
Owner Name:	
Notes:	

RF&R Incident Commander Signature	Contractor Signature