

REQUEST FOR PROPOSALS INSTRUCTIONS TO PROPOSERS

1. Eagle County, Colorado will be receiving *proposals* at the office of Facilities Management Department, 3289 Cooley Mesa Road, Building A, Gypsum, CO 81637 or email to jan.miller@eaglecounty.us
2. Any question, interpretation or clarification regarding this Request for Proposals (RFP) is required 7 calendar days prior to the due date. Responses, if any, will be issued by addenda posted to www.eaglecounty.us. All questions regarding this proposal must be in writing to jan.miller@eaglecounty.us. Please call to verify receipt of your questions. No additional questions will be accepted after the date and time referenced above unless good cause is shown as determined by Eagle County in its sole discretion. Oral interpretations shall be of no force and effect.
3. *If mailing your proposal, please provide three (3)* copies of your proposal. If brochures or other supportive documents are requested, then it is required that three (3) sets be submitted with your proposal.
4. Eagle County reserves the right, in its sole discretion, to reject any and all proposals submitted in response to this RFP, to waive or not waive informalities or irregularities in proposals received or RFP procedures. Eagle County also reserves the right to re-advertise, or to otherwise provide the services as determined by Eagle County to be in its best interest, and to accept any portion of the proposal deemed to be in the best interests of Eagle County to do so, or further negotiate cost, terms or conditions of any proposal determined by Eagle County to be in its best interests.
5. Eagle County may, at its 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 www.eaglecounty.us. Eagle County reserves the right to extend the RFP submittal date or to postpone the award of an agreement.
6. 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 County may short-list respondents based upon an evaluation of the written submittals. Eagle County may arrange for in-person interviews with the short-listed respondents for a detailed presentation.
7. The selected proposal will be the one considered the most advantageous regarding price, quality of service, qualifications and capabilities of respondent to provide the specified service, respondent's familiarity with Eagle County and any other factors the County may consider as determined by Eagle County in its sole discretion. Eagle County may award a contract even if not the lowest priced proposal based upon a review of the identified factors.

8. Respondent is encouraged to clearly identify any proprietary or confidential data or information submitted with the proposal. Regardless of whether or not so marked, Eagle County will endeavor to keep that information confidential, separate and apart from the proposal. Notwithstanding the foregoing, respondent acknowledges that Eagle County may be required to release the information in accordance with the Colorado Open Records Act or order of the court.
9. Eagle County will not pay for any information requested herein, nor is it liable for any costs incurred by the respondent in connection with its response to this RFP.
10. No work shall commence nor shall any invoices be paid until the successful respondent has entered into a fully executed agreement with Eagle County and provides the requested proof of insurance.
11. No telephone or oral proposals will be accepted.
12. Proposals must be clearly identified on the front of the envelope, Or in 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 County in its sole discretion.
13. 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 County assumes no responsibility for any interpretations made by respondents on the basis of information provided in this RFP or through any other source.
14. All respondents must include a fully executed Proposal Form with their proposal.
15. Eagle County reserves 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.
16. This RFP is not intended to completely define the contractual relationship to be entered into with the successful respondent(s).
17. Upon identification by Eagle County of the successful respondent, Eagle County will give the successful respondent the first right to negotiate an agreement acceptable to Eagle County. In the event that an agreement satisfactory to Eagle County cannot be reached, Eagle County may enter into negotiations with one or more of the remaining respondents. Eagle County may choose to discard all proposals and re-issue another RFP.

18. The successful respondent will perform all of the work or services indicated in the proposal in compliance with the negotiated agreement.
19. 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 County:

“Contractor agrees to provide and maintain, at Contractor’s 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) Auto coverage with limits of liability not less than \$1,000,000 each accident combined bodily injury and property damage liability insurance, including coverage for owned, hired, and non-owned vehicles.
- iii) Commercial General Liability coverage to include premises and operations, personal/advertising injury, products/completed operations, broad form property damage with limits of liability not less than \$1,000,000 per occurrence and \$1,000,000 aggregate limits.”

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 County, its associated or affiliated entities, successors or assigns, its elected officials, employees, agents and volunteers as additional insureds. A certificate of insurance consistent with the foregoing requirements is attached hereto.
- ii) Contractor’s certificates of insurance shall include all sub-contractors, if any as additional insureds under its policies or Contractor shall furnish to County separate certificates and endorsements for each sub-contractor.
- iii) The insurance provisions of this Agreement shall survive expiration or termination hereof.
- iv) The parties hereto understand and agree that County is relying on, and does 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 County, its affiliated entities, successors or assigns, its elected officials, employees, agents and volunteers.

- v) Contractor is not entitled to workers' compensation benefits except as provided by Contractor, nor to unemployment insurance benefits unless unemployment compensation coverage is provided by Contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement.”

21. Further, the successful respondent(s) shall comply with the following indemnification language which shall be included in the agreement to be awarded:

“Indemnification. The Contractor shall indemnify and hold harmless County, and any of its officers, agents and employees against any losses, claims, damages or liabilities for which County may become subject to, insofar as any such losses, claims, damages or liabilities arise out of, directly or indirectly, this Agreement, or are based upon any performance or nonperformance by Contractor or any of its sub-contractors hereunder; and Contractor shall reimburse County for reasonable attorney fees and costs, legal and other expenses incurred by County in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnification shall not apply to claims by third parties against the County to the extent that County is liable to such third party for such claims without regard to the involvement of the Contractor. This paragraph shall survive expiration or termination hereof.”