# Logo El Paso County Established 1861El Paso County Contracts and Procurement

**15 East Vermijo Avenue Colorado Springs, Colorado 80903**

 **REQUEST FOR PROPOSAL #RFP-25-063 COVER SHEET**

Release Date July 9, 2025

Solicitation Number RFP-25-063

Solicitation Title **Fox Run Regional Park Pond and Gazebo Renovation**

Services to be performed for El Paso County Community Services Department- Parks

Responses will be received until 2:00 P.M., MST, Wednesday, August 13, 2025

Electronically through the Rocky Mountain E-Purchasing System

For additional information please contact Arron Bermea

 Associate Procurement Specialist

 Email:arronbermea2@elpasoco.com

 Phone: (719) 520-6489

Documents included in this package Request for Proposal Cover Sheet Executive Summary

Specifications

Special Terms and Conditions General Terms and Conditions Response Submittal Requirements Attachments

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Vendor , (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the Vendor in accordance with any terms and conditions set forth in this document, and (4) that the Vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission. Offers must contain, in blue ink, a manual signature of an authorized agent of the Vendor or a verifiable electronic time and date stamped signature in the space provided on all appropriate signature lines in this solicitation. **Typed names as signatures are not allowed.**

PRINT OR TYPE YOUR INFORMATION

Company Name:

Address: City/State/Zip:

Contact Person: Title:

Email: Phone:

Authorized Representative’s Signature: Date:

Printed Name: Title:

Email: Phone:

** REQUEST FOR PROPOSAL #RFP-25-063** **EXECUTIVE SUMMARY**

**OFFICIAL SOLICITATION DOCUMENTS:** El Paso County officially distributes solicitation documents through the Rocky Mountain E-Purchasing System and the County’s website. ***Copies of solicitations obtained from any other source are not considered official copies.*** Only those Vendors who obtain solicitation documents from the Rocky Mountain E-Purchasing System or El Paso County website will be in receipt of officially posted and relevant information regarding solicitations issued by El Paso County. The County cannot be held responsible for incorrect information, nor can it attest to the accuracy of information found on websites other than the Rocky Mountain E-Purchasing System or the County’s website.

**PURPOSE OF SOLICITATION:** El Paso County is requesting proposals from qualified, experienced, professional Vendors to furnish all services, labor, materials, and equipment necessary for professional services for the Fox Run Regional Park Pond and Gazebo Renovation **(“The Project”)**.

**LOCATION OF WORK:** The work described in this Solicitation shall be performed at Fox Run Regional Park which is located at 2110 Stella Drive, Colorado Springs, CO 80921.

There will be El Paso County oversight of the projects.

Projects will **not be** subject to Davis Bacon requirements.

**TERM OF CONTRACT:** The awarded contract(s) is anticipated to commence on *August 15, 2025,* and shall remain in effect through *June 30th, 2026*.

**NON-APPROPRIATION:** Pursuant to C.R.S.§ 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. The awarded agreement will automatically terminate on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Vendor written notice of such non- appropriation.

**SCHEDULE OF ACTIVITIES:** The following activities and dates tentatively outline the process to be used to solicit Vendor responses and to review each Vendor Response:

 July 9, 2025 Release Request for Proposal

 July 16, 2025 @ 10:00 a.m. RECOMMENDED Pre-Proposal Meeting

 July 30, 2025 @ 10:00 a.m. Deadline for Submitting Questions

August 13, 2025 @ 2:00 p.m. Response Submission Deadline

 August 2025 Issue Notice of Intent to Award

 September*, 2025 (estimated) Contract Award*

**PRE-PROPOSAL MEETING AND SITE VISIT ARE RECOMMENDED:** A recommended pre-proposal conference will be held at Fox Run Regional Park Ponds, 2110 Stella Drive, Colorado Springs, CO 80921. A representative of the Vendor is encouraged to attend this meeting and site visits in order to become familiar with the requirements and measurements of the Fox Run Regional Park Pond and Gazebo Renovation.

**EXAMINATION OF SITE AND CONTRACT DOCUMENTS IS RECOMMENDED:** The Vendor is advised to

carefully examine the requirements outlined in the Specifications. It is not the intent of the specifications to cover each and every detail. Any problems that may arise must be promptly reported to the County and will be subject to the decision of the County. The submitter is expected to carefully examine the size and scope of the proposed work prior to submitting its submittal. The Submitter certifies that it has examined the location of the proposed Work and is familiar with the specifications and all contract documents related thereto, and the local conditions at the place where the Work may be performed. The Submitter should carefully check all the quantities and understand that the County will not be responsible for any errors or omissions on the part of the Submitter in making their submittal.

**RESPONSE TO QUESTIONS:** Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed electronically, via the Rocky Mountain E- Purchasing system, to Arron Bermea, Associate Procurement Specialist, Contracts & Procurement Division, El Paso County. The Vendor submitting the question(s) shall be responsible for ensuring that the question(s) is received by the date and time listed above in the Schedule of Activities for submitting the question(s).

**ACCESSIBILITY COMPLIANCE**: All non-confidential documents that may be subject to public requests under the Colorado Open Records Act (CORA) must comply with the Web Content Accessibility Guidelines (WCAG) 2.1 and the Americans with Disabilities Act (ADA). Vendors must ensure that their software, products, services, and documents are accessible. Additionally, vendors should include any Voluntary Product Accessibility Template (VPAT), Accessibility Conformance Report (ACR), or other Accessibility Statements relevant to their offerings. Vendors have the option to provide a recording demonstrating conformance, test results, or an agreement to remediate their technology to meet accessibility standards.

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# Logo El Paso County Established 1861 REQUEST FOR PROPOSAL #RFP-25-063 SUMMARY OF WORK / SPECIFICATIONS

El Paso County is soliciting responses from qualified, experienced Vendors to provide all labor, materials, and equipment necessary to complete phases of the Fox Run Regional Park Pond and Gazebo Renovation. The material and labor services to be purchased pursuant to this RFP are funded by El Paso County.

It is expected that the business and their team members have significant experience with this type of work. The successful Vendor shall be considered and shall remain an independent Vendor throughout the term of any contract awarded pursuant to this Solicitation.

The successful Vendor shall be solely responsible for scheduling and coordinating work of the sub-contractors, suppliers, and other individuals or entities performing or furnishing any of the work under direct or indirect contract with the successful Vendor.

The successful Vendor shall provide and assume full responsibility for all services, materials, equipment, and labor necessary for completion of the services outlined in this Solicitation as awarded.

The County of El Paso, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all submitters that it will affirmatively ensure that any contract entered into pursuant to this solicitation, disadvantaged business enterprises (DBE) will be afforded full and fair opportunity to submit bids in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.

The Projects will be funded through the following sources: El Paso County. There will be El Paso County oversight of the projects.

The Projects are **not** subject to Davis Bacon requirements.

# REQUIRED DOCUMENTATION

Failure to provide required information may deem your submittal non-responsive. Submittals must contain, in blue ink, a manual signature of an authorized agent of the Vendor or a verifiable electronic time and date stamped signature in the space provided on all appropriate signature lines in this solicitation. **Typed names as signatures are not allowed.**

* 1. Vendor Information Form
	2. Proprietary / Confidential Statement
	3. Subcontractor list (if applicable)
	4. Exhibit 1 – Exceptions Form
	5. Exhibit 2 – Lobbying Certification
	6. Exhibit 3 – Non-Collusion Affidavit
	7. Exhibit 4 – Minimum Insurance Requirements
	8. Completed and signed Cover Sheet
	9. Addendum(s) Acknowledgement, if applicable
	10. Universal Entity Identifier (UEI) Number
	11. Evaluation Criteria Documentation
	12. Attachment F – FRRP Ponds and Gazebo Fee Schedule
	13. 5% Bid Bond Guarantee
	14. Certificate of Good Standing from the Colorado Secretary of State’s Office

# BACKGROUND / GENERAL INFORMATION

Fox Run Regional Park is located at 2110 Stella Drive, Colorado Springs, CO 80921. The 417- acre regional park is situated south of Baptist Road, east of Rollercoaster Rd and north of Stella Drive. The property is accessed from either Rollercoaster Road or Stella Drive. The Park has been opened since 1986 and is a very popular and highly utilized county park. The park features two ponds, a wedding gazebo, an amphitheater, six-mile trail system, playfields, playground equipment, picnic pavilions, and dog park. A park maintenance facility for El Paso County Parks North District is also located at this park site.

The project area is located in the center of the park consisting of parking areas, trails, two ponds, a wedding gazebo, an amphitheater, and a small building that contains restrooms and a meeting room. The project includes improvements to the two ponds, new wedding gazebo, amphitheater upgrades, drainage improvements, trail improvements (gravel and concrete), ADA parking and accessibility to various facilities, electrical and lighting.

The two ponds are supplied by a well located next to the park maintenance facility. The well pumps into the upper pond and flows into a stream which supplies the lower pond. There is an irrigation pump station located on the south end of the lower pond. The pump station provides seasonal irrigation for the turf playfields and landscape areas.

Both ponds need to be drained, graded, and new pond liners installed. The ponds do not serve as drainage infrastructure but will collect minor runoff from the immediate vicinity. The wedding gazebo is located on a small island within the lower pond and is beyond its useful life with varying structural issues. The County is relocating the wedding gazebo to the edge of the lower pond and closer to the existing amphitheater. The amphitheater consists of large seating boulders and native grass. It is used for events, classes, and wedding parties. The condition of the amphitheater is generally acceptable, but improvements are needed to ensure ADA access, reduce erosion, and improve the functionality of the space.

# SCOPE OF WORK

**General Project Goals / Overview:**

The vendor shall perform the work as shown below per Matrix Plans and Specifications. For quantities, please refer to the detailed bid form in attachment F.

Pond Renovation

* Renovate two ponds – Vendor shall perform site grading and install new 45 mil pond liner in both ponds.
* Vendor shall coordinate with the County on the following:
* The majority of pond draining will be completed by EPC Parks utilizing the existing irrigation system.
* Water will remain below a level in which the in-place irrigation system is incapable of draining. Vendor will need to utilize portable pumps to complete pond draining.
* Fish management will be contracted by the County.
* If needed, temporary irrigation connections for irrigating the turf playfields during the growing season will be contracted by the County.

Gazebo

* Vendor shall demolish and properly dispose of existing gazebo, retaining walls and bridge. The island where the existing gazebo is currently located will be eliminated.
* Construct a new 46’ x 22’ gazebo near the existing amphitheater.
* Construct a concrete retaining wall and ornamental fence along the new pond edge adjacent to the new wedding gazebo location.
* The new gazebo will accommodate weddings, small concerts / events, outdoor classes.

Amphitheater

* The existing amphitheater shall remain with minor improvements from Vendor to enhance the new gazebo and provide ADA access.

Trail and Drainage Improvements

* The trail system surrounding the ponds will serve as construction access for the project.
* Drainage improvements will be made to trails and surrounding areas
* Repair and resurface trials as needed due to construction activities and drainage improvements.

ADA Parking and Accessibility

* Construct a new concrete ADA parking area and sidewalk to existing restrooms, new gazebo, and amphitheater.

Existing Irrigation Pump Station and Fountain

* Existing irrigation pump station and infrastructure shall be protected during construction. Existing pond fountain will need to be removed, protected, and reinstalled.

Irrigation and Landscape Improvements

* Install new irrigation and landscaping around ponds.

Electrical and Lighting

* Electrical improvements, install new lighting and receptacles.

Proposal Add Alternatives

* Color concrete sidewalk
* Color and form liner concrete retaining wall
* Gazebo stone veneer columns

#  Vendor Responsibilities

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# Project Management: The Vendor shall identify a Project Manager who will work directly for and support the County Project Manager in the management and administration of the Project. The Vendor’s Project Manager shall be responsive daily Monday through Friday for the duration of the Project. The Vendor shall also identify an Assistant Project Manager capable of filling in for the Project Manager if the Project Manager is not available due to travel, illness, or other event that will be longer than one week in length. The County Project Manager will be the primary point of contact for the County, however daily coordination and communications shall occur between the Vendor and the Project Inspector.

# Pre-Construction Conference: Prior to work commencing on the Project, a Pre-Construction Conference will be held at the project site.

# Construction Survey: The Vendor will perform their own construction survey. The construction survey will establish horizontal and vertical control points per plan.

# Form Inspection: The Vendor shall prepare concrete forms for the owner to inspect prior to placing concrete. The owner shall be given sufficient notice to schedule a forms inspection which will confirm that accessible grades will be established by plan.

# Quality control: Quality control (QC), including but not limited to, all materials testing is the Contractor’s responsibility. Contractor shall follow the requirements of the El Paso County Engineering Criteria Manual, Appendix J, located at https://publicworks.elpasoco.com/policies-manuals/

# Legal Relations & Responsibility To The Public: The Vendor shall keep fully informed of all Federal, State, and Local laws, ordinances, and regulations and all orders and decree of Bodies or tribunals having any jurisdiction or authority, which may in any manner affect those engaged or employed on the Work or which in any way affect the conduct of Work, or Vendor’s ability to perform the Work. Vendor shall at all times observe and comply with such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the County of El Paso, and their representatives, to include employees, agents, consultants, and subcontractors of each, against any claim or liability arising from or based on the violations of any such law, ordinance, regulations, order, or decree, whether by itself or its employees.

# Construction Progress: After Work has started under a contract award, the Vendor shall maintain a sufficient work force, machinery, and materials, on site always to ensure smooth progression of Work and a timely completion of the Project within the allotted time. Vendor shall be required to maintain rigid control of all materials, which must comply with the specifications as stated. Vendor shall assure that Work is not done, nor equipment parked, in areas outside the construction boundaries.

# Character of Workers, Methods, & Equipment: The Vendor shall, always, employ sufficient labor and equipment to properly perform the Work per this solicitation. All workers shall have sufficient skill and experience to properly perform the Work assigned them. All equipment, which is proposed to be used for the Work, shall be of sufficient size and in such mechanical conditions as to meet the requirement of the Work. If in the opinion of the El Paso County Project Manager, employees and/or a certain type of equipment are not producing the Work required by the contract, the Vendor shall discontinue the use of said employees and/or equipment, when notified in writing.

# Safety: The Vendor shall ascertain and ensure that its personnel are equipped with and use all safety devices required to comply with Federal, State, and Local regulations, including but not limited to, Occupational Safety and Health Administration (OSHA).

# Load Restrictions & Truck Routes: Haul routes must be planned, prior to bidding, observing load limits on bridges or roadways, existing roadway conditions, and Federal, State, and Local governmental regulations regarding truck traffic and truck routes. The Vendor shall comply with all legal load restrictions in hauling of materials on public roads.

# Traffic Control: The Vendor shall provide traffic control on all roadways within and surrounding the Project area in accordance with an approved Method of Handling Traffic for each phase of the project.

# Work Plan and Schedule: Vendor shall maintain a detailed work plan and schedule. It is anticipated that regular coordination will occur with the County Project Manager. The schedule shall be developed in sufficient detail to track at a minimum; all project tasking reflected in the scope of work.

# Construction Work Area: Vendor shall ensure that work is not done, nor is equipment parked, in areas outside the construction boundaries. The Vendor shall clean areas wherein the construction equipment was parked; shall clear all the areas within the rights of way of all unnatural rubbish, excess materials; and will leave these areas in a condition acceptable to the County. The Vendor shall determine how to best access the project.

# EVALUATION CRITERIA

The evaluation committee will score Responses based on the following criteria not listed in any order of importance:

* Qualifications / Experience: – 45%
* The project team shall have three (3) years minimum experience. Provide three (3) examples of completed projects of similar size and scope with proposal. Projects completed shall include an agency name, contact name, contact phone number and email, as well as a brief description of services provided.
* Project Team / Management - Provide experience and qualifications of key personnel with company related to this size of project and scope.
* Work Plan and Schedule – 15%
	+ Provide a detailed project approach to completing construction of this project. Provide a detailed timeline for project completion.
* Price – 40%
	+ Provide a detailed fee schedule per the attachment provided.

# RESPONSE FORMAT

Failure to respond in the required format or failure to provide required information may deem your submittal non-responsive.

# To facilitate an effective review process, responses must be submitted on 8.5” x 11” paper, with a minimum font of 10, and all pages should be numbered in the following manner: page or pages, with a maximum of seventy-five (75) pages. *All acronyms in the response must be defined.*

Attachments/Exhibits included in this solicitation, that require signature and/or are a required document to be returned with your Responses shall be included as an exhibit to your Responses and will not be included in the page limit. Requested items in the appendices will not be included in the page limit. Schedules may be submitted on 11" x 17" sheets and are counted as one page.

Submittals should be prepared simply and economically providing a straightforward, concise description of the Vendor’s ability to fulfil the requirements of this Solicitation.

**ELECTRONIC SUBMISSION OF OFFERS:** El Paso County will only accept electronic bid Responses submitted through the Rocky Mountain E-Purchasing system. A Submittal Log will be posted after the County has had an opportunity to review and verify the submittals offered to the County.

The original Offer must be received before the due date and time through an electronic package transmitted through the Rocky Mountain E-Purchasing system. The Vendor is responsible for ensuring its Response is posted by the due date and time outlined in the solicitation document.

If the submittal arrives late, it will not be included in the electronic lockbox.

The Solicitation Opening for RFP-25-063 will take place VIA TELECONFERENCE utilizing the call-in information below:

Participant-guest login:

* 1. Dial access number: 1-719-520-7660
	2. Enter the participant-guest pass code: 51488#
	3. Attendee access code: 1234#

Proposers are NOT required to participate. No in-person entry to our building will be permitted.

To enable the County to conduct a uniform review of the information submitted in response to this Solicitation, Vendors must address the following information, numbered to directly correspond with the number of the Table of Contents section of the submitted Response. The County reserves the right to reject submittals that do not follow the required format. Include concise, complete information which will demonstrate that your firm is uniquely qualified to provide the products and services specified in this Solicitation.

***ALL signatures on required documents must be in blue ink or a verifiable electronic time and date stamped signature in ONE PDF document.***

1. Provide response without reference to El Paso County logo or company logo in one PDF document.
2. Submit response in a tab format that follows a clearly outlined Table of Contents that identifies all material and attachments that comprise your response by section and by page number. I.e. –Required Documentation section, Evaluation Criteria section, etc. as outlined on the Response Submittal Requirements page.
3. Cover Letter, one-page limit. Submit a Cover Letter on official business letterhead that:
	1. Positively states your willingness to comply with all work requirements and other terms and conditions as specified in this Solicitation.
	2. Provides, in brief concise terms, a summation of your submittal and identifies the points that make your firm uniquely qualified for this project.
	3. Is signed by an Authorized Representative of your firm who has the authority to commit to the proposed work.
4. Provide documentation that satisfies the Required Document Requirements
5. Provide documentation that satisfies the criteria to be reviewed.
6. Provide the completed and signed Cover Sheet
7. Addendum(s) Acknowledgement, if applicable
8. Submission Form
9. Evaluation Criteria Documentation
10. Certificate of Good Standing from the Colorado Secretary of State’s Office
11. Universal Entity Identifier (UEI) Number
12. Additional Attachments, if applicable
13. Attachment F – FRRP Ponds and Gazebo Fee Schedule
14. 5% Bid Guarantee

# ATTACHMENTS

* Attachment B - Trade Contractor Agreement Sample
* Attachment C - Fox Run 100 percent – Specifications – ADD ALT (FINAL)
* Attachment D - Fox Run 100 percent – Specifications – BASE BID (FINAL)
* Attachment E - Fox Run Regional Park Ponds – 100% CD’s (FINAL)
* Attachment F - FRRP Ponds and Gazebo Fee Proposal Form
* Attachment G - Fox Run Regional Park - Drainage Letter (FINAL)

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# Logo El Paso County Established 1861 REQUEST FOR PROPOSAL #RFP-25-063

# FEE PROPOSAL FORM

The fee proposal form for this solicitation is provided as “Attachment F.” The successful vendor shall follow the format provided.

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# Logo El Paso County Established 1861 REQUEST FOR PROPOSAL #RFP-25-063 SPECIAL TERMS AND CONDITIONS

1. **METHOD OF AWARD BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE: It** is the intent of the County to award this Solicitation to the Vendor who receives the highest score when the Responses submitted by interested Vendors are reviewed by the County's Response Evaluation Committee. For this Solicitation, the Evaluation Committee will score Responses based on the following criteria listed in no order of importance:
* Qualifications / Work Completed (45%)
* Work Plan Schedule (15%)
* Price (40%)

A more detailed description of these criteria can be found on Pages 6 of this document.

Evaluation criteria, other than costs, are evaluated first. After rating the written Responses, costs are then considered against trade-offs such as satisfaction of requirements in the Solicitation, qualifications and financial condition of the Vendor, risk, and incentives.

If it is in the best interest of the County, the Evaluation Committee may invite a limited number of Vendors who received the highest scores during the written phase to provide an oral presentation and discussion. The number of Vendors who may be invited to participate in this discussion will be determined by the Evaluation Committee after the written Responses have been scored.

1. The County reserves the right to conduct negotiations with Vendors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Vendors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.
2. **COMPETENCY OF VENDORS - MINIMUM THREE (3) YEARS OF EXPERIENCE AND OPERATIONAL REQUIREMENTS**: Responses will only be considered from Vendors which have been engaged in the business of performing the Work as described in this Solicitation. Vendors must be able to produce evidence that they have an established satisfactory record of performance for a minimum of three (3) years and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the County.

The Vendor shall submit, with its bid, such evidence of its qualifications including a maximum of three (3) relevant projects with similar services, timelines and/or magnitudes performed by the Vendor in the last five (5) years and relevant projects with similar services, timelines and/or magnitudes performed by the Vendor’s Project Manager, Superintendent and/or Foreman(s). Similar services shall be specific to the following:

* + - Demolition, grading and excavation
		- Pond / Lake construction and renovation
		- Trail and drainage improvements
		- Structural concrete and flatwork
		- ADA compliance
		- Landscape and irrigation.

The County may consider any evidence available to it (including, but not limited to, the financial, technical, and other qualifications and abilities of the Vendor) in making the award in the best interests of the County.

1. **LOCAL OFFICE SHALL BE REQUIRED:** Due to the service level required in conjunction with this Solicitation, the Vendor shall maintain an office within the Metro Colorado Springs, Colorado, area. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract. Metro Colorado Springs consists of City of Colorado Springs and surrounding cities and counties, El Paso County, City of Pueblo and surrounding counties, City and County of Denver, Arapahoe County, Jefferson County, Adams County, Boulder County, Douglas County, City and County of Broomfield, Clear Creek County, Gilpin County, Teller County, Colorado, etc.
2. **BID GUARANTY IS REQUIRED FOR A PERCENTAGE OF THE TOTAL PRICE:** All Responses shall be accompanied by a Bid Guaranty in the form of a Certified Check, Cashier's Check or Bid Bond, made payable to EL PASO COUNTY, in the amount that represents 5% of the total base price. The Bid Guaranty shall be made payable to County and shall be conditioned upon the successful Vendor submitting a specified performance bond within ten (10) calendar days following written notice of award. Any Response which is not accompanied by a Bid Guaranty shall be considered nonresponsive and ineligible for award. In the event the selected Vendor fails or refuses to submit the performance bond within the time stated, the Bid Guaranty/Security submitted with the Response will be forfeited as liquidated damages because of such failure or default. The bid guarantees will be returned after the opening of Responses to all except the three lowest responsible, responsive Vendors and the remaining guarantees shall be returned to these Vendors after the contract with the selected Vendor(s) is executed.
3. **PERFORMANCE BOND BASED ON A PERCENTAGE OF THE OFFERED PRICE:** The Vendor to whom a contingent award is made shall duly execute and deliver a Performance and Payment Bond to the County in an amount that represents 100% of the price offered by the Vendor. The Vendor may deliver multiple bonds in lieu of a single bond, provided the total amount of these bonds equals the amount specified above. The bond shall be delivered to the County's Contracts and Procurement Division within ten (10) calendar days after a Notice of Intent to Award is given to the Vendor, either verbally or in writing. If the Vendor fails to deliver the bond within this specified time frame, including any extensions which may be granted by the County, the County shall declare the Vendor in default of the contractual terms and conditions and the Vendor shall surrender its Bid Bond. In lieu of a Performance and Payment Bond, the County will accept a cash bond in the form of a certified cashier's check made payable to El Paso County.

Should an Extension(s) or Amendment(s) be completed on the contract that increases the amount of the contract, it shall be a requirement that the Vendor request additional bonding capabilities from their Bonding Agent to match the amended contract amount and the Vendor shall be responsible for paying any fees associated with the increase in the bonding amount. The County shall not be responsible for nor pay for any bonding fee increases.

1. **PROOF OF REGISTRATION WITH THE COLORADO SECRETARY OF STATE:** Successful vendors that are corporations or limited liability companies will be required to furnish a Certificate of Good Standing from the Colorado Secretary of State’s Office, as proof that they are properly registered to do business in the State of Colorado, prior to finalization of award.
2. **PRICE OFFERS SHALL BE FIXED AND FIRM:** The prices offered by the Vendor shall remain fixed and firm for each task order. No changes in the Response shall be allowed after the date and time of the Solicitation opening due to an error by the Vendor. Responses may not be withdrawn after the time and date set for the Solicitation opening for a period of ninety calendar days.
3. **WARRANTY SHALL BE FOR ONE YEAR:**  In addition to all other warranties that may be supplied by the Vendor, the Vendor shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of one year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full period identified above, regardless of whether the Vendor is under contract with the County at the time of defect. Any payment by the County on behalf of goods and services received from the Vendor does not constitute waiver of these warranty provisions.
4. **FORCE ACCOUNT FUNDING FOR UNFORESEEN SERVICES OR MATERIALS:**  While the not to exceed contract amount contained in this Agreement incorporates all anticipated services to be accomplished, there may be unanticipated services required of the Vendor in conjunction with the Project. For this reason, “Force Account Funding” in an amount not to exceed one-hundred thousand dollars ($1000,000) has been established for the Project. Each dollar amount requested shall be added to the Vendor's Price for each requested Change Modification Order (CMO)/ Amendment as a separate line item so that the Force Account Fund amount, when added to the Vendor's price, will equal the total value of the Vendor’s offer. It is hereby understood and agreed that the Vendor shall not expend any dollars in connection with this “Force Account Funding” without the expressed prior approval of the County’s Project Manager and a signed CMO or Amendment.
5. **POST INTENT TO AWARD MEETING:** The Vendor may be required to attend a post intent to award meeting with the County to discuss the terms and conditions of the contract. This meeting will be coordinated by the Contracts and Procurement Division once a Notice of Intent to Award has been issued.
6. **QUALIFICATIONS OF VENDOR:** The County may make such investigations as deemed necessary to determine the ability of the Vendor to perform the work, and the Vendor shall furnish all information and data for this purpose as the County requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Response if the evidence submitted by, or investigation of, such Vendor fails to satisfy the County that such Vendor is properly qualified to carry out the obligations of the Solicitation and to complete the work contemplated therein. Conditional Responses will not be accepted.
7. **DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR:** The successful Vendor shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents. All corrections shall be made immediately after such rejected defects, deficiencies, and/or non‑conformances are verbally reported to the Vendor by the County's Project Manager. The Vendor shall bear all costs of correcting such rejected work. If the Vendor fails to correct the work within the period specified in this Solicitation, the County reserves the right to place the Vendor in default of its contractual obligations, obtain the services of another vendor to correct the deficiencies, and charge the Vendor for these costs, either through a deduction from the final payment over to the Vendor or through invoicing.
8. **PAST PERFORMANCE:** The County may review Past Performance with El Paso County or another entity and/or make such investigations as deemed necessary to determine the ability of the Vendor to perform work outlined in this solicitation. If the County has terminated a contract with the Vendor within the past three (3) years, the Vendor may be asked to furnish information for this investigation as the County requests. Such information includes but not limited to: current/past company references, current licensing information, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Response if the evidence submitted by, or investigation of, such Vendor fails to satisfy the County that such Vendor is properly qualified to carry out the obligations of the Solicitation and to complete the work contemplated herein. Conditional Responses will not be accepted.
9. **CONFLICTS WITHIN THE CONTRACT DOCUMENTS:** In the event that conflicts exist within the Contract Documents, the policies stated in the following paragraphs shall govern: A. Project Special Provisions (PSP) shall supersede Construction Plans (Plans), and Plans shall supersede SOQ Specifications (Specifications). B. Addenda shall supersede all other Contract Documents to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

The Plans, PSP and Specifications are intended to agree and be mutually explanatory and shall be accepted and used as a whole and not separately. Should any item be omitted from the Plans, PSP or Specifications as specified, it shall be implied that such omissions are contained in all three as necessary for the proper construction of the work herein specified. Should any error or disagreement between the

three exist or appear to exist, the Vendor shall not avail itself of such manifestly unintentional error or omission but must have same explained or adjusted by the County's project manager before proceeding with the work in question.

1. **CONSIGNMENT OF CONTRACT NOT ALLOWED:** No part of this contract can be consigned to another Vendor.
2. **SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED:** As part of its Response, the Vendor shall be required to identify any and all subcontractors that will be used in the performance of the contract resulting from this Solicitation. The Vendor shall also identify the capabilities, experience, and portion of the work to be performed by the subcontractor(s). The competency of the subcontractor(s) with respect to skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County.
3. **CURRENT PERMITS REQUIRED:** Vendor must obtain and pay for all required permits, licenses, inspection fees, etc., and will comply with all laws, ordinances, and regulations associated with construction of the Project. Damages, penalties and/or fines imposed by the County on the Vendor for failure to obtain required permits, licenses, certificates or pay fees shall be borne by the Vendor. The Vendor shall enclose a current copy of their applicable permits, licenses, and inspection certificates with their Response.
4. **PERMITS AND FEES PAID BY VENDOR:** The Vendor shall obtain and pay for all permits, licenses and inspection fees required for this project and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the County or the Vendor for failure to obtain required permits, licenses, or fees shall be borne by the Vendor.
5. **LICENSES REQUIRED FOR TRADES:** Vendors performing services in/for the County must show that they have been duly licensed by the municipality where the work is being performed, if required by that municipality, prior to being awarded a contract by the County.
6. **LABOR, MATERIALS AND EQUIPMENT TO BE SUPPLIED BY THE VENDOR:** Unless otherwise provided in this Solicitation, the Vendor shall furnish all labor, materials, and equipment necessary for satisfactory contract performance. When not specifically identified in this Solicitation, such materials and equipment shall be of a suitable type and grade for the intended purpose.
7. **CLEAN UP AFTER PROJECT IS COMPLETED:** All unusable materials and debris shall be removed from the County premises. At completion, the successful Vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the County's Project Manager.
8. **VARIATIONS ALLOWED IF INDICATED:** For purposes of Response review, Vendors must indicate any variances to the Specifications, terms, and conditions, and attached Sample Agreement no matter how slight. If variations are not stated in the Vendor's Response, it shall be construed that the Response fully complies with the Specifications, terms, and conditions, and attached Sample Agreement. Notwithstanding the above, it is hereby agreed and understood that the County reserves the right to reject these variations if they individually, or as a whole, do not meet the standards established in the Specifications.
9. **ADDITIONAL SERVICES MAY BE PURCHASED DURING CONTRACT PERIOD:** Although this Solicitation specifies an exact location where services are to be performed for the County, it is understood and agreed that the County may, during the term of the awarded contract, request additional services for the same or other locations within the proximity of the Project limits from the successful Vendor. This option, if exercised, is the prerogative of the County and shall be honored by the Vendor as a condition of contract award.
10. **LIMITATION OF OPERATIONS DURING NORMAL BUSINESS HOURS:** The Vendor shall work during daylight hours only or between 7:00 AM and 7:00 PM, whichever is stricter, unless otherwise approved by the Project Manager or as specified in the Project Specifications. No overtime work shall be started without prior approval of the County's Project Manager or his/her designated representative.
11. **LIMITATION OF OPERATIONS DURING EVENINGS AND WEEKENDS:** No work shall be performed on Saturday, Sunday, and Holidays except when such work is necessary for the proper care and protection of the work already performed, and only in those cases where permission to do such work is secured from the County's Project Manager. No overtime work shall be started without prior approval of the County's Project Manager or his/her designated representative.
12. **ACCIDENT PREVENTION:** The Vendor shall be required to take safety precautions in an effort to protect persons and property. All Vendors, Vendors and sub-Contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of the awarded contract. Any fines levied by the above-mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Vendor which is responsible for same.
13. **DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR:** The successful Vendor shall promptly correct all deficiencies in service and/or any work that fails to conform to the Contract Documents. All corrections shall be made immediately after such deficiencies and/or non-conformances are verbally reported to the Vendor by the County's Project Manager. The Vendor shall bear all costs of correcting such rejected work. If the Vendor fails to correct the work within the period specified in this Solicitation, the County reserves the right to place the Vendor in default of its contractual obligations, obtain the services of another Vendor and charge the Vendor for these costs, either through a deduction from the final payment over to the Vendor or through invoicing.
14. **LIQUIDATED DAMAGES FOR INCOMPLETE PROJECTS**: If required, Liquidated Damages shall be invoked as specified in the “STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION”, Colorado Department of Transportation, State of Colorado (2023).
15. **PROTECTION OF PROPERTY:** All existing structures, utilities, services, roads, trees, shrubbery, etc. located on County property shall be protected against damage or interrupted services at all times by the Vendor during the term of the awarded contract. The Vendor shall be held responsible for repairing or replacing any and all property which is damaged by reason of the Vendor's operation on the property to the satisfaction of the County.
16. **COMPLETION OF WORK**: The Vendor shall adhere to the timeline and milestones provided in its Response in which it will commit to perform the work and/or service. All work shall be performed in accordance with good commercial practice and the timeline and milestones shall be adhered to by the successful Vendor, except in such cases where the timeline will be delayed due to acts of God, strikes, or other causes beyond the control of the Vendor. In these cases, the Vendor shall notify the County of the delays in advance of the original timeline so that a revised timeline can be negotiated. Should the Vendor to whom the contract is awarded fail to complete the work within the timeline as stated in its Response or as subsequently approved, it is hereby agreed and understood that the County reserves the right to cancel the contract with the Vendor and to secure the services of another Vendor to complete the work. If the County exercises this right, the County shall be responsible for reimbursing the Vendor for work which was completed and found acceptable to the County in accordance with the Specifications. In addition, the County may, at its sole discretion, request payment from the Vendor, through an invoice or credit memo, for any additional costs over and beyond the original price which were incurred by the County as a result of having to secure the services of another Vendor.
17. **CLEAN UP AFTER PROJECT IS COMPLETED:** All unusable materials and debris shall be removed from the County premises. At completion, the successful Vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the County's Project Manager.
18. **METHOD OF PAYMENT:** The successful Vendors shall submit monthly invoices. These invoices shall be submitted to the County's Project Manager.
19. **SALES TAX:** The County is exempt from paying State or Local Sales Taxes. Vendors should be aware of CONTRACTOR APPLICATION FOR EXEMPTION CERTIFICATE Pursuant to Statute Section 39- 26.708(1)(a)(XIX) sales tax exemption for construction and building materials. State tax I.D. # 09-803308- 0000, Federal tax I.D. # 84-6000764.
20. **INDEMNIFICATION:** Indemnification – General. The Vendor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the County, Board of County Commissioners, officials, officers, directors, and employees, from and against all liability, claims, demands, suits, actions or proceedings of any kind that are not the result of or directly related to the performance of professional services, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, which arise out of or are in any manner connected with this Agreement, including workers' compensation claims, in any way resulting from or arising from the services rendered by the Vendor, its employees, agents or subcontractors, or others for whom the Vendor is legally liable, under this Agreement; provided, however, that the Vendor need not indemnify or save harmless the County Board of County Commissioners, its officers, agents and employees, from damages resulting from the negligence of the County's Board of County Commissioners, officials, officers, directors, agents, and their insurers, and employees. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Vendor or any other person or entity whatsoever, for any purpose

whatsoever.

Indemnification for Professional Services. The Vendor shall, to the fullest extent permitted by law, indemnify and hold harmless the County, Board of County Commissioners, and any of its officials, officers, directors, agents, and their insurers, and employees, from and against damages, liability, losses, costs and expenses, including reasonable attorney’s fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Vendor, its employees, agents or subconsultants, or others for whom the Vendor is legally liable, in the performance of professional services under this Agreement. The Vendor is not obligated to indemnify or hold harmless the County for the negligent acts of the County, Board of County Commissioners, or any of its officials, officers, directors, agents, and employees.

Indemnification – Costs. The Vendor shall, to the extent provided by law, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of the Vendor or, at the option of the County, agrees to pay the County or reimburse the County for the defense costs incurred by the County in connection with any such liability, claims or demands. The Vendor shall, to the extent provided by law, bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the County, Board of County Commissioners, officials, officers, directors, agents and employees, the County shall

reimburse the Vendor for the portion of the judgment attributable to such act, omission or other fault of the County, Board of County Commissioners, officials, officers, directors, agents and employees.

1. **FEDERAL STANDARDS COMPLIANCE:** All services to be purchased in conjunction with this Solicitation shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).
2. **EQUAL OPPORTUNITY:** El Paso County intends and expects that the contracting processes of the County and its Vendors provide equal opportunity without regard to gender, race, creed, ethnicity, religion, age, sex, national origin, or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as subcontractors, Vendor's, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract **(joint ventures are encouraged)**.The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the County upon the County’s request.
3. **PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each governmental unit which avails itself of this Solicitation will establish its own contact, place its own orders, issue its own purchase orders, be invoiced there from, and make its own payments and issue its own exemption certifications as required by the Vendor. It is understood and agreed that El Paso County is not a legally binding party to any contractual agreement made between any other governmental unit and the Vendor as a result of this Solicitation.
4. **CONFIDENTIALITY:** Responses to this Solicitation are considered to be working documents while they are under consideration and, as such, are not subject to official bid openings. In consideration of this Invitation for Bids that is cost driven, the only information that will be released is the names of the respondents, the total cost of the bids, and the apparent responsible, responsive Vendor. Only after staff makes an official recommendation of award and a contract is fully executed will Responses to this Bid be available as public record.

Responses submitted to the County for consideration shall be subject to the Colorado Open Records Law, Section 24-72-201, et seq., C.R.S., after award is made. Any confidential information in the Vendor’s Response shall be identified as such. Should the County receive a request for the release of any information in the Vendor’s Response identified as confidential in accordance with the open records law, the County will notify the Vendor of the request and will exercise best efforts in assisting the Vendor in taking all legally available steps to resist or narrow such request. If, in the opinion of County’s legal counsel, the County is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the County may disclose such information without liability.

1. **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee (within six months of termination from County employment), or for any employee or former employee (within six months of termination from County employment) to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. In the event that any gratuities or kickbacks are offered or tendered to any El Paso County employee, the bid shall be disqualified and shall not be reinstated.

1. **BUDGET:** Budget will not be disclosed.
2. **LOGOS:** The County logo is trademarked and property solely of El Paso County. Vendors do not have

permission to use our logo on any documentation or presentation materials and to do so would be a violation of our trademark. We also prefer your company does not utilize its trademark so as to not influence an evaluator’s review.

 **REQUEST FOR PROPOSAL #RFP-25-063** **GENERAL TERMS AND CONDITIONS**

1. **APPLICABILITY.** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as “Offers” and/or “Responses”) made to PPRTA Pikes Peak Rural Transit Authority (hereinafter referred to as “PPRTA”), El Paso County (hereinafter referred to as "County") by all prospective suppliers (herein after referred to as "Vendors/Contractors") in response but not limited to Invitations to Bid, Invitations for Bid, Requests for Proposal, Statements of Qualification, and Requests for Quotation (hereinafter referred to as “Solicitations”).

# CONTENTS OF OFFER

* 1. **General Conditions.** Vendors are required to submit their Offers in accordance with the following expressed conditions:
		1. Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements or the compensation to the Vendor.
		2. Vendors are advised that all County contracts are subject to all legal requirements contained in County ordinances, the Contracts and Procurement policies and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
		3. Vendors are required to state exactly what they intend to furnish to the County via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor’s Offer, it shall be construed that the Vendor’s Offer fully complies with all conditions identified in this Solicitation.
		4. El Paso County intends and expects that the contracting processes of the County and its Vendors provide equal opportunity without regard to race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract.
		5. All Offers and other materials submitted in response to this Solicitation shall become the property of the County and will be a matter of public record. Vendors must identify, in writing, all copyrighted material, trade secrets and/or other proprietary information that it claims are exempt from disclosure under the Open Records Act.
		6. Any Vendor claiming an exemption must identify the specific provision of the Open Records Act that provides an exemption from disclosure for each item that the Vendor claims is not subject to disclosure and must submit an additional bound copy of the Response with each exempt item clearly redacted. Any Vendor claiming an exemption must also state in its Response that the Vendor agrees to defend, indemnify, and hold harmless the County and its officers and employees from any action brought against the County for its refusal to disclose any purportedly exempt material, trade secrets and other proprietary information to any party making a request therefore.

Any Vendor who fails to include an exemption statement along with the additional redacted copy of the Response shall be deemed to have waived any right to an exemption from disclosure as provided by the Open Records Act.

# Clarification and Modifications in Terms and Conditions

* + 1. Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the specifications outlined in this Solicitation, the specifications then the Special Terms and Conditions will prevail.
		2. If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a **written request** for clarification to the County's Contracts and Procurement Manager or their designee as outlined in the Special Terms and Conditions. The Vendor submitting the request shall be responsible for ensuring that the request is received by the County’s buyer by the date and time listed in the Schedule of Activities for submitting question(s) or as stated in the Special Terms and Conditions.

Any official interpretation of this Solicitation must be made by the County's Contracts and Procurement Manager or their designee. The County shall not be responsible for interpretations offered by other employees of the County.

The County shall issue a written addendum if substantial changes which impact the submission of Offers are required. Addenda will be posted on the Rocky Mountain E- Purchasing System web site ([http://www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com/)) as well as El Paso County web site (http://www.elpasoco.com). Vendors are responsible for either revisiting one of these websites prior to the due date or contacting the Contracts and Procurement Manager or their designee named on the Cover Sheet of this Solicitation to ensure that they have any addenda which may have been issued after the initial download.

The Vendor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

# Prices Contained in Offer-Discounts, Taxes, Collusion

* + 1. It is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the

products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

* + 1. Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes. Materials purchased directly by the Vendor in conjunction with this contract will, however, be subject to applicable state and local sales taxes. These taxes shall be borne by the Vendor. Under no circumstances shall Vendor be authorized to use the County’s tax exemption number in acquiring such materials.
		2. The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, services, or with the County. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the County's public procurement process, all Vendors are hereby placed on notice that any and all Vendor s who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

# PREPARATION AND SUBMISSION OF OFFER

* 1. **Preparation**
		1. El Paso County will not be responsible for any expenses incurred by any Vendor in preparing and submitting its offer.
		2. The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Vendor must be initialed **in blue ink** by the authorized agent of the Vendor.
		3. Offers must contain, in blue ink, a manual signature of an authorized agent of the Vendor or a verifiable electronic time and date stamped signature in the space provided on the Solicitation Cover Sheet. **Typed names as signatures are not allowed.** The original Cover Sheet of this Solicitation must be included in all Offers. If the Vendor’s authorized agent fails to appropriately sign and return the original Cover Sheet of the Solicitation, its Offer shall be invalid and shall not be considered.
		4. Prices shall be provided by the Vendor on the Solicitation’s Pricing Fee Schedule when required in conjunction with the prescribed method of award and shall be for the unit of measure requested. Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
		5. Alternate Offers will not be considered unless expressly permitted in the Specifications and/or Special Terms and Conditions.
		6. The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

# Submission

* + 1. The Offer shall be submitted via the Rocky Mountain E-Purchasing System with the Vendor ’s name, the Solicitation Number, and the Solicitation Title. When required in conjunction with the prescribed method of award, the County's Pricing Fee Schedule must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g., add or modify categories for posting prices offered) unless expressly permitted in an addendum duly issued by the County. No other form shall be accepted.
		2. Offers submitted via facsimile machines, mail, or email will not be accepted unless expressly permitted in the solicitation.
		3. Conditional bid offers will be considered non-responsive and not considered for award.
	1. **Late Offers.** Offers received after the date and time set for the opening will not be authorized to enter into the electronic lockbox and will be deemed as non-responsive.

# MODIFICATION OR WITHDRAWAL OF OFFERS

* 1. **Modifications to Offers.** Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the County’s Contracts and Procurement Division must have the Vendor’s name and return address and the applicable Solicitation number and title clearly marked and shall be submitted via Rocky Mountain E-Purchasing System. If more than one modification is submitted, the modification bearing the latest date of receipt by the County’s Contracts and Procurement Division will be considered the valid modification.

# Withdrawal of Offers

* + 1. Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.
		2. In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days after the opening. If an Offer is withdrawn by the Vendor during this ninety-day period, the County may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six-month period following the withdrawal.

# REJECTION OF OFFERS

* 1. **Rejection of Offers.** The County may, at its sole and absolute discretion:
		1. Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;
		2. Re-advertise this Solicitation;
		3. Postpone or cancel the process;
		4. Waive any irregularities in the Offers received in conjunction with this Solicitation; and/or
		5. Determine the criteria and process whereby Offers are awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the County.
	2. **Rejection of a Particular Offer.** The County may reject an offer under any of the following conditions:
		1. The Vendor misstates or conceals any material fact in its Offer;
		2. The Vendor’s Offer does not strictly conform to the law or the requirements of the Solicitation;
		3. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation’s Special Terms and Conditions and/or specifications;
		4. The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation’s Special Terms and Conditions and/or specifications; or
		5. The Offer has not been executed by the Vendor through an authorized signature on the Specification’s Cover Sheet.

# Elimination from Consideration

* + 1. To ensure fair consideration for all Vendors, the County prohibits communication initiated by a Vendor or on a Vendor ’s behalf regarding the Solicitation to or with any County official or employee during the submission process, except as expressly set forth in this Solicitation. In addition, the County prohibits communications initiated by a Vendor or on a vendor’s behalf to or with any County official or employee evaluating or considering the solicitation prior to the time an award decision has been made. Prohibited communications initiated by a Vendor shall be grounds for eliminating the offending Vendor from consideration for award.
		2. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the County upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the County.
		3. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the County, state, or federal government, for a minimum period of three years after this previous contract was terminated for cause.
1. **AWARD OF CONTRACT**. El Paso County and the successful Vendor shall execute the Trade Vendor Agreement (see Attachment B) to consummate a contract between the parties. This Solicitation and the Vendor’s Offer shall be attached and incorporated as part of that contract.

# CONTRACTUAL OBLIGATIONS

* 1. **Local, State and Federal Compliance Requirements.** Successful Vendors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).
1. **Accessibility Indemnification:** Vendor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to Vendor’s failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.
2. **Accessibility:** Vendor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Vendor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
	1. **Disposition.** The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company, or corporation, without prior written consent of the County.
	2. **Employees.**
		1. All employees of the Vendor shall be considered to be, at all times, employees of the Vendor, under its sole direction, and not employees or agents of the County. The County may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on County property is not in the best interest of the County. In accordance with the County’s policy regarding the use of tobacco products, no employee of the Vendor shall be permitted to use tobacco products when performing work on County property.
	3. **Workers’ Compensation Insurance.** Each Vendor and subcontractor shall maintain at his own expense until completion of his work and acceptance thereof by the County, Workers’ Compensation Insurance, including occupational disease provisions, covering the obligations of the vendor or subcontractor in accordance with the provisions of the laws of the State of Colorado. The Vendor shall furnish the County with a certificate giving evidence that he is covered by the Workers’ Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions and provisions preventing cancellation without ten days’ prior notice to the County in writing.
	4. **Delivery.** Prices, quotes, and deliveries are to be **FOB destination, freight prepaid** and shall require inside delivery unless otherwise specified in the Solicitation’s Special Terms and Conditions. Title and risk of loss shall pass to the County upon inspection and acceptance by the County at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Vendor defaults on its contract or the contract is terminated for cause due to performance, the County reserves the right to re-procure the materials or services from the next lowest Vendor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the County shall charge the Vendor any difference between the Vendor’s price and the price to be paid to the next lowest Vendor, as well as any costs associated with the re-solicitation effort.
	5. **Material or Service Priced Incorrectly.** As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the County discovers, through its contract monitoring process or formal audit process, that material or service was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
3. **CONTRACT MODIFICATIONS**. Terms and conditions may be added, modified, and deleted upon mutual agreement between the County and the Vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through a Contract Modification Order (CMO) and/or Amendment and executed by authorized agents of the County and the Vendor prior to the enactment of such modifications.

# TERMINATION OF CONTRACT

* 1. **Failure to perform.** The County may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the County as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The County shall be the sole judge of non-performance.
	2. **Reasons other than cause.** The County may cancel the contract upon thirty days written notice for reason other than cause. This may include the County's inability to continue with the contract due to the elimination or reduction of funding.
1. **CONTRACTOR**

#  REQUEST FOR PROPOSAL #RFP-25-063 VENDOR INFORMATION

* 1. Legal Name of Company
	2. Business Name or DBA (if different)
1. **LOCAL COLORADO ADDRESS (IF APPLICABLE)**
	1. Street Address
	2. City/State/Zip
2. **ORDER ADDRESS**
	1. Street Address
	2. City/State/Zip
	3. Online (website)
3. **PAYMENT ADDRESS**
	1. Street Address
	2. City/State/Zip
4. **CONTACT INFORMATION**
	1. Name/Title
	2. Telephone Number:
	3. Toll Free Number:
	4. Fax Number:
	5. Email Address:
5. **TAXPAYER IDENTIFICATION NUMBER**
6. **OWNERSHIP STATUS** (check all that apply) 🞏 Corporation 🞏 Partnership

🞏 Governmental Agency 🞏 Sole Proprietorship

🞏 Individual 🞏 Other

🞏 Non-Profit

1. **PRIMARY BUSINESS CLASSIFICATION** 🞏 Broker 🞏 Retailer

🞏 Distributor 🞏 Service Provider

🞏 Jobber 🞏 Subcontractor (trades)

🞏 Manufacturer 🞏 Wholesaler

🞏 Prime Contractor (trades) 🞏 Other

1. **OFFICERS, OWNERS, PARTNERS** Name/Title

Name/Title

1. **COMPANY PROFILE**
	1. Date Firm Was Established
	2. Under the Laws of What State
	3. Number of Employees
	4. Approximate Yearly Sales Volume
2. **PRIMARY PLACE OF BUSINESS** 🞏 Home 🞏 Office/Warehouse

🞏 Office Building 🞏 Warehouse

🞏 Office Complex 🞏 Other

1. **STAFF EXPERIENCE** (key members of your company’s staff who will be assigned to this project)
	1. Name/Position Year Hired

Years in Present Position Years of Industry Experience

* 1. Name/Position Year Hired

Years in Present Position Years of Industry Experience

* 1. Name/Position Year Hired

Years in Present Position Years of Industry Experience

* 1. Name/Position Year Hired

Years in Present Position Years of Industry Experience

* 1. Name/Position Year Hired

Years in Present Position Years of Industry Experience

1. **RELEVANT PROJECTS AND REFERENCES**

(customers similar to El Paso County to whom services similar in size and scope have been provided)

* 1. Project Name Project Location

LineProject Scope

Services provided by Bidder

Percentage of work by Bidder Project Timeline Contract Amount

Company Name Contact/Title

Address City/State /Zip

Telephone Email

* 1. Project Name Project Location

Project Scope

Services provided by Bidder

Percentage of work by Bidder Project Timeline Contract Amount

Company Name Contact/Title

Address City/State /Zip

Telephone Email

**RELEVANT PROJECTS AND REFERENCES (CONTINUED)**

* 1. Project Name Project Location

Project Scope

Services provided by Bidder

Percentage of work by Bidder Project Timeline Contract Amount

Company Name Contact/Title

Address City/State /Zip

Telephone Email

* 1. Project Name Project Location

Project Scope

Services provided by Bidder

Percentage of work by Bidder Project Timeline Contract Amount

Company Name Contact/Title

Address City/State /Zip

Telephone Email

* 1. Project Name Project Location

Project Scope

Services provided by Bidder

Percentage of work by Bidder Project Timeline Contract Amount

Company Name Contact/Title

Address City/State /Zip

Telephone Email

1. **BONDING.** Is your firm able to obtain bonding up to and including an amount equal to the estimated project cost?

🞏 Yes 🞏 No

1. **INSURANCE.** Is your firm able to obtain insurance as specified in the Special Terms and Conditions of this RFP?

🞏 Yes 🞏 No

1. **PURCHASE ORDERS.** Do you accept purchase orders?

🞏 Yes 🞏 No

1. **CREDIT CARDS.** Do you accept credit cards without charging a fee?

🞏 Yes 🞏 No

1. **INFORMATION** (if you answer “yes” to any of the following questions, attach a separate page explaining your response clearly labeled with the corresponding question number).
	1. In the past five years, has there been any change in ownership of your company?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18a)

* 1. In the past five years, has your firm operated under any other name?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18b)

* 1. Are any corporate officers, owners or partners currently connected with any other firm in the same line of business?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18c)

* 1. In the past five years, has your firm been in bankruptcy?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18d)

* 1. In the past five years, has your firm been assessed and paid liquidated damages?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18e)

* 1. In the past five years, has your firm, or any firm with which your company’s officers, owners or partners are associated, been barred, disqualified, removed, or otherwise prevented from bidding on, or competing for any government project for any reason?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18f)

* 1. In the past five years, has your firm been denied an award of any contract based on a finding by a public agency that your company was not a responsible bidder?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18g)

* 1. In the past five years, has any claim against your firm concerning your firm’s work on a project been filed in court or arbitration?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18h)

* 1. Has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18i)

* 1. Has your firm, or any of its officers, owners, or partners, ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18j)

* 1. Has your firm, or any of its officers, owners, or partners, ever been convicted of a crime involving any federal, state, or local law related to your business dealings?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18k)

* 1. Has your firm, or any of its officers, owners, or partners, ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18l)

* 1. In the past five years, has any surety company made any payments on your firm’s behalf as result of a default, to satisfy any claims made against a performance or payment bond issued on your firm’s behalf?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18m)

* 1. Has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a project when one was required?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18n)

* 1. Have you ever had insurance terminated by a carrier?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18o)

* 1. In the past five years, has any insurance carrier, for any form of insurance, refused to renew an insurance policy for your firm?

 🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18p)

q In the past five years, has OSHA cited and assessed penalties against your firm?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18q)

1. **Licenses.** Does your company have current and valid licenses for the services being requested? Please provide copies.

🞏 Yes 🞏 No (if “yes,” attach licenses labeled 18)

1. **Certification.** The undersigned hereby affirms (1) that he/she is a duly authorized agent of the Contractor and (2) that the information submitted in/with this form is true and correct. Any information submitted herein that is later found to be false shall serve as grounds for disqualifying the Contractor ’s Response.
	1. Printed Name:
	2. Printed Title:
	3. Firm Name:
	4. Address:
	5. City, State, Zip:
	6. Telephone:
	7. Fax:
	8. E-mail:

Authorized Representative’s Signature:

Attach all requested exhibit items to the end of this document and clearly label each exhibit with the corresponding question number.

# Logo El Paso County Established 1861 REQUEST FOR PROPOSAL #RFP-25-063 PROPRIETARY / CONFIDENTIAL STATEMENT

‘I/We acknowledge that subsequent to award of this solicitation, all of, or part of this submittal may be released to any person or firm who may request I, as prescribed by the State of Colorado Open Records Act CRS 24-72-201 et seq., as amended, and that:

 None of this submittal is considered proprietary and/or confidential

# OR

 The portions/pages of this submittal identified below are proprietary and/or confidential for the reasons stated (cite the specific exemptions allowed by the Colorado Open Records Act/Government Code). ***A clearly identified redacted softcopy of the original Response is required if this section is selected***.

Page: Code: Reason:

# General reference to Freedom of Information Act (FOIA) or Colorado Open Records Act (CORA) is not sufficient justification. The County has the final discretion in determining whether information is subject to disclosure under CORA.

I/We acknowledge that the above statements may be subject to legal review and challenge.

Signature below indicates that applicant has read all the information provided above and agrees to comply in full. This form is considered as a section of the Request for Proposal, RFP-25-063 and therefore, this signed document shall be considered and fully submitted with the original package.

Authorized Representative’s Signature Date

Printed Name Title

# Logo El Paso County Established 1861 REQUEST FOR PROPOSAL #RFP-25-063 NO BID STATEMENT

El Paso County values your input. Your input assists us in building competitive solicitations and ensuring our solicitations are cutting edge and relevant. Please spend a few minutes to complete this form and return it to the Contracts and Procurement Division.

Please send to: El Paso County

Arron Bermea, Associate Procurement Specialist

RFP-25-063; Fox Run Regional Park Pond and Gazebo Renovation

ArronBermea2@elpasoco.com

Specifications too “strict” (i.e. – geared toward one brand or manufacturer only, etc.). Please explain.

Specifications are unclear. Please explain.

Other. Please explain in detail.

* We are unable to meet specifications
* Insufficient time to respond to the solicitation
* Our schedule would not permit us to perform within the required time
* We are unable to meet insurance and/or bonding requirements
* We do not offer this product or service

PRINT OR TYPE YOUR INFORMATION

Company Name: Fax:

Address: City/State/Zip:

Contact Person: Title:

Email: Phone:

Authorized Representative’s Signature: Date:

Printed Name: Title:

Email: Phone:

# Logo El Paso County Established 1861 REQUEST FOR PROPOSAL #RFP-25-063 SUBMISSION FORM

**ELECTRONIC SUBMISSION OF OFFERS:** El Paso County will only accept electronic bid Responses submitted through the Rocky Mountain E-Purchasing system. A Submittal Log will be posted after the County has had an opportunity to review and verify the submittals offered to the County.

The original Offer must be received before the due date and time through an electronic package transmitted through the Rocky Mountain E-Purchasing system. The Vendor is responsible for ensuring its Response is posted by the due date and time outlined in the solicitation document.

If the submittal arrives late, it will not be included in the electronic lockbox.

***ALL signatures on required documents must be in blue ink or a verifiable electronic time and date stamped signature***

# Vendor shall check (✓) to confirm that the following documentation has been submitted:

* Signed Cover Sheet from this Solicitation
* Vendor Information Form
* Proprietary / Confidential Statement
* Signed copies of any addenda issued regarding this Solicitation
* Exhibit 1, 2, 3, 4
* Work Plan and Schedule
* Details of the Vendor’s Experience and Qualifications as described in the Evaluation Criteria
* Attachment F – FRRP Ponds and Gazebo Fee Schedule
* 5% Bid Guarantee
* Certificate of Good Standing from the Colorado Secretary of State’s Office

Does your offer comply with all of the **terms and conditions** of this solicitation and the attached Agreement?

Yes No If not, indicate exceptions on Exhibit 1.

Does your offer meet or exceed all of the **specifications** of this solicitation and the attached Agreement?

Yes No If not, indicate exceptions on Exhibit 1.

# Vendor ’s response to the following question will not be considered in awarding this Solicitation.

El Paso County actively participates in purchasing between and among government agencies to combine purchasing power and resources and to obtain lower costs of procurement for quality goods and services. As such, we hereby request that other agencies of government be permitted to avail themselves of any award resulting from this solicitation and purchase any and all items specified herein from the successful Vendor(s) at the contract price(s) established herein. Each agency would establish its own contract, issue its own orders, be invoiced therefrom, make its own payments, and issue its own exemption certificates as required by the Vendor. It is understood and agreed that El Paso County would not be a legally binding party to any contractual agreement made between any other agency and the Vendor as a result of this Solicitation.

# May other units of government avail themselves of this contract and purchase any and all items specified.

Yes No

# Logo El Paso County Established 1861EXHIBIT 1: EXCEPTIONS

 **REQUEST FOR PROPOSAL #RFP-25-063** **EXHIBIT 1 – EXCEPTIONS FORM**

Print the words "no exceptions"(here) if there are no exceptions taken to any of the terms, conditions, or specifications of these Response documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the Response document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your Response.

**Note:** All potential Vendors are hereby advised that exceptions taken may be considered during the review of your bid which may affect the final decision made by the County. Vendors stipulating that the County must use their contract or agreement may be determined non-responsive and their Response determined unacceptable.

Company Name:

Address:

 (County, State and Zip Code)

Federal Tax ID#:

PHONE:

FAX:

 E-MAIL ADDRESS:

Authorized Signature: Date:

Printed Name/Title:

# Logo El Paso County Established 1861STATEMENT OF QUALIFICATIONS #RFP-25-063 EXHIBIT 2 – LOBBYING RESTRICTION CERTIFICATION

**EXHIBIT 2: RESTRICTIONS ON LOBBYING CERTIFICATION**

Pursuant to United States Public Law 101-121, Section 319, the undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

* + 1. No Federal appropriated funds have paid or will be paid, by or on behalf of the undersigned, to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
		2. If any funds other than Federal appropriated funds have been paid or will be paid to any person or agency for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
		3. The undersigned duly authorized official shall require and ensure that the language of this certification be included in any award documents for subcontracts, grants, loans, and cooperative agreements, and that all subcontractors shall so certify and disclose accordingly.

This Certification is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. The submission of this Certification is a prerequisite for making or entering into this transaction, imposed by Title 31 USC Section 1352. Any proposer (person) who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure to file.

# I DO CERTIFY I DO NOT CERTIFY

Proposer:

Signature:

Title:

Date:

# Logo El Paso County Established 1861EXHIBIT 3: NON-COLLUSION AFFIDAVIT

 **REQUEST FOR PROPOSAL #RFP-25-063** **EXHIBIT 3 – NON-COLLUSION AFFIDAVIT**

The undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. That I am an officer or employee of (proposing entity) having the authority to sign on behalf of the corporation, and,
2. That the prices in the attached Response were arrived at independently by

(proposing entity) without collusion, consultation, communication, or any agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any other competitor regarding an understanding, or planned common course of action with any other Vendor of materials, supplies, equipment, or service described in the RFP designed to limit independent Responses or competition; and

1. That unless otherwise required by law, the contents and prices contained in the Response have not been communicated by (proposing entity) or its employees or agents to any person not an employee or agent of (proposing entity), or its surety on any bond furnished with the Response, and will not be communicated to any such person prior to the official opening of the Response; and,
2. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

# I DO CERTIFY I DO NOT CERTIFY

Proposer:

Signature:

Title:

Date:

# Logo El Paso County Established 1861EXHIBIT 4: MINIMUM INSURANCE REQUIREMENTS

 **REQUEST FOR PROPOSAL #RFP-25-063** **EXHIBIT 4 – MINIMUM INSURANCE REQUIREMENTS**

For this contract, the following provisions for insurance shall apply:

The Vendor agrees to procure and maintain, during the life of this Agreement, a policy, or policies of insurance against all liability, claims, demands and other obligations assumed by the Vendor, pursuant to Attachment A. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Vendor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Attachment A, by reason of its failure to procure or maintain, during the life of this Agreement, insurance in sufficient amounts, durations, or types.

The Vendor shall procure and maintain, during the life of this Agreement, for itself and shall ensure that any subcontractors procure and maintain, the minimum insurance coverages listed in Attachment A. Such coverages shall be procured and maintained with forms and insurers acceptable to the County. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Vendor, pursuant to Attachment A. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Notwithstanding the foregoing, when the Vendor requires a subcontractor to obtain insurance coverage, the types and minimum limits of this coverage may be different than those required, as stated herein for the Vendor.

1. The certificate of insurance provided by the Vendor shall be completed by the Vendor 's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and **shall be received, reviewed, and approved by The County prior to commencement of the Agreement**. No other form of certificate shall be used. The certificate shall identify this Agreement and the coverages afforded under the policies. **The certificate of insurance must be on file with the County two (2) weeks prior to commencement of the Agreement**. The completed certificate of insurance shall be sent to:

El Paso County

Board of County Commissioners

Attn: Contracts and Procurement Division 15 East Vermijo Avenue

Colorado Springs, Colorado 80903

1. It is the affirmative obligation of the Vendor to notify the County's Contract Specialist, as provided in this Agreement, including e-mailing (PURCOI@elpasoco.com) a copy of the notice to the Contracts and Procurement Division, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Agreement, and failure to do so shall constitute a breach of this Agreement.
2. Failure on the part of the Vendor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement or, at its discretion, the County may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by Vendor to the County upon demand, or the County may offset the cost of the premiums against any monies due to Vendor from the County.
3. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto should such a need arise to offset a court proceeding.
4. The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Three Hundred Eighty-Seven Thousand Dollars ($387,000) per person, and One Million Ninety-Three Thousand Dollars ($1,093,000) per occurrence), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*., as from time to time amended, or otherwise available to the County, its officers or employees.

**El Paso County must be included on the General Liability insurance as an additional insured.** Certificates of Insurance must be submitted before commencing work and provide 30 days’ notice prior to any cancellation.

It shall be the responsibility of the Vendor to ensure that all subcontractors carry insurance of not less than those coverages and limits specified herein. Proper evidence of this compliance must be forwarded to the County's Contract Specialist prior to the inception of any work by subcontractor.

The undersigned certifies and agrees to procure and maintain the insurance requirements indicated above and on Attachment A throughout the contract Period of Performance.

(Name of Company)

(Signature) (Date)

# ATTACHMENT A

**INSURANCE CHECKLIST**

**SOLICITATION NUMBER:** **RFP-25-063**

**TITLE OF SOLICITATION: Fox Run Regional Park Pond and Gazebo Renovation**

**Insurance items checked below have been identified as necessary requirements for this Vendor per the desired scope of work. EL PASO COUNTY SHALL BE NAMED AS ADDITIONAL INSURED ON ALL RELEVANT POLICIES.**

|  |  |  |
| --- | --- | --- |
| **Insurance Item:** | **Required** | **Waived** |
| Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section and per **EXHIBIT 5** at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the County. | **X** |  |
| **Workers’ Compensation:** Workers’ compensation insurance as required by state statute, and employers’ liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment. | **X** |  |
| **Commercial General Liability:** Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: $1,000,000 each occurrence; $2,000,000 general aggregate;$1,000,000 products and completed operations aggregate; and $50,000 damage to premises rented to you – any one premises. | **X** |  |
| **Automobile Liability:** Automobile liability insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit. | **X** |  |
| **Subrogation Waiver:** All insurance policies secured or maintained by Contractor in relation to this contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against the County, its agencies, institutions, organizations, officers, agents, employees, and volunteers. | **X** |  |
| **Garagekeepers Coverage:** Garagekeepers coverage for loss to vehicles in the Contractors custody for servicing or storage with a minimum limit of $500,000 for each loss. |  | **X** |
| **Umbrella Liability Insurance**: Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Contractor’s primary Employer’s Liability, Commercial General Liability and Commercial Automobile Liability with limits of: $1,000,000 each occurrence and aggregate. Higher or Lower limits may be required or determined acceptable at the sole discretion of County. | **X** |  |
| **Protected Information:** If Contractor’s scope of work will include access to Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, Contractor shall maintain Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than $1,000,000 each occurrence; and $2,000,000 general aggregate to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of County. |  | **X** |
| **Pollution Liability:** If Contractor’s scope of work includes any pollution liability exposure, Contractor must provide and maintain a separate Pollution Liability Insurance policy. Such insurance shall include coverage for the Hold-Harmless or Indemnification Clause contained in this Agreement. Coverage shall include Additional Insured status in favor of County, its agents and employees and a Waiver of Subrogation in favor of additional insured parties the policy shall be written with a limit of liability no less than $1,000,000 each occurrence and aggregate. |  | **X** |
| **Professional Liability/Malpractice Insurance:** Professionals to include: physicians, nurses, psychologists, social workers, etc. If Contractor’s scope of work includes the performance of professional services, Contractor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission in performance of the professional services with minimum limits as follows: $1,000,000 each claim; and$2,000,000 general aggregate. Policy shall include coverage for bodily injury and sexual misconduct claims. |  | **X** |
| **Professional Liability Insurance:** Professionals to include: Architects, Engineers, Construction Managers. If Contractor’s scope of work includes the performance of professional services, Contractor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission, or negligent professional act in performance of the professional services with minimum limits as follows: $1,000,000 each claim; and $2,000,000 general aggregate. |  | **X** |
| **Professional Liability Insurance (Errors and Omissions):** Miscellaneous professions to include: IT Consultants/Programmers, Insurance Brokers, Accountants, Real Estate Agents, Etc. If Contractor’s scope of work includes the performance of professional services, Contractor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission, or negligent professional act in performance of the professional services with minimum limits as follows: $1,000,000 each claim; and $2,000,000 general aggregate. |  | **X** |
| **Crime Insurance:** If Contractor’s scope of work includes Contractor or Contractor’s employees’ involvement with money or securities of County, Contractor shall provide and maintain Commercial Crime coverage for a loss arising out of or in connection with any fraudulent or dishonest act committed by employees of the Contractor, in an amount of not less than $1,000,000 single limit. Commercial Crime Coverage shall include third party liability coverage and list County as a loss payee |  | **X** |
| **Builders Risk:** The Contractor shall purchase and maintain All Risk Builder's Risk insurance upon the entire Project to One Hundred Percent (100%) of the insurable value thereof for the benefit of the Owner and the Contractor. Such insurance shall include any and all direct damage to all structures under construction (including temporary structures) and all materials, supplies, machinery, and equipment at the work site which are or will be incorporated in the work, which is caused by hazards such as but not limited to, the hazards of fire, lightning, wind, earthquake, flood, vandalism, malicious mischief, and other hazards included in a standard Extended Coverage Endorsement. |  **X** |  |

# Logo El Paso County Established 1861STATEMENT OF QUALIFICATIONS #RFP-25-063 ATTACHMENT B –TRADE CONTRACTOR AGREEMENT

The Trade Contractors Agreement is included in this solicitation for information and reference purposes only.

It is the responsibility of the Vendor/Contractor to provide any exceptions to this Solicitation and/or Trade Contractor Agreement with its response for evaluation by El Paso County. It is the responsibility of the Vendor to provide the Solicitation and Sample Trade Contractor Agreement to their Legal Counsel for review and notation of any exceptions prior to submitting a bid.

Following the award, El Paso County and the successful Vendor will execute this document to consummate a contract between the parties. The Solicitation and the Vendor’s Offer will be attached and incorporated as part of the contract.

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