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

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

**REQUEST FOR PROPOSAL #RFP-25-066 COVER SHEET**

Release Date June 25, 2025

Solicitation Number **RFP-25-066**

Solicitation Title Transportation Services

Services to be performed for El Paso County Department of Human Services

Responses will be received until 3:00 P.M., MST, Wednesday, July 16, 2025

Electronically through the Rocky Mountain E-Purchasing System

For additional information please contact Becky Schaffstein, CPPB

Procurement Manager

Email:[beckyschaffstein@elpasoco.com](mailto:beckyschaffstein@elpasoco.com)

Phone: (719) 520-6392

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 Contractor , (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 Contractor in accordance with any terms and conditions set forth in this document, and (4) that the Contractor 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 Contractor 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-25-066** **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 Contractors 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 Consultants to furnish all services, labor, materials, and equipment necessary for professional services for the **Transportation Services**.

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

**OPTION TO RENEW FOR SUBSEQUENT YEARS (WITH PRICE ADJUSTMENT):** The prices or discounts quoted in this Solicitation shall prevail during the specified term of the contract, at which time the County shall have the option to renew the contract for four additional one-year periods. Continuation of the contract beyond the initial period is a County prerogative and not the right of the Contractor and will be exercised only when such continuation is clearly in the best interest of the County. During the option period, the County will consider an adjustment to the pricing structure if the Contractor notifies the County of a price adjustment. The Contractor shall notify the County of such adjustments during the option period at least sixty calendar days prior to the end of the then current contract year and must include detailed justification for the requested adjustment. The County reserves the right to reject any price adjustments submitted by the Contractor and/or to terminate the contract with the Contractor based on such price adjustments.

The County may consider an adjustment to the pricing structure outside of the option period if such an adjustment is detrimental to the Contractor. The Contractor shall submit an immediate request for such an adjustment in writing to the Contracts and Procurement Division and must include detailed justification for the requested adjustment outside of the option period. This consideration is a County prerogative and there is no guarantee that the request will be accepted outside of the option period. The County reserves the right to accept, reject or negotiate any price adjustments submitted by the Contractor and/or to terminate the contract with the Contractor based on such price adjustments.

**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 of being appropriated, budgeted and otherwise available. The agreement awarded will automatically terminate on January 1st of the first fiscal year, for which funds are not appropriated. The County shall give the Contractor written notice of such non- appropriation.

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

June 25, 2025 Release Request for Proposal

July 1, 2025 @ 2:00 p.m. RECOMMENDED Virtual Pre-Proposal Meeting

July 3, 2025 @ 10:00 a.m. Deadline for Submitting Questions

July 16, 2025 @ 3:00 p.m. Response Submission Deadline

August 2025 Issue Notice of Intent to Award

**PRE-SOLICITATION MEETING:** A pre-solicitation meeting will be held as shown above in the Schedule of Activities, virtually via Microsoft Teams to discuss the Specifications and solicitation process. A representative of the Vendor is encouraged to attend this conference in order to become familiar with the Specifications and solicitation process.

Please use the information below to attend the Pre-Proposal Conference.

Meeting ID: 264 898 107 978 9

Passcode: Cn7rv9mQ

Or dial in by phone:

+1 719-283-1263

Phone conference ID: 661 639 12#

**EXAMINATION OF SITE AND CONTRACT DOCUMENTS IS RECOMMENDED:** The Contractor 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 Becky Schaffstein, CPPB, Procurement Manager, Contracts & Procurement Division, El Paso County. The Contractor 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). Contractors must ensure that their software, products, services, and documents are accessible. Additionally, contractors should include any Voluntary Product Accessibility Template (VPAT), Accessibility Conformance Report (ACR), or other Accessibility Statements relevant to their offerings. Contractors have the option to provide a recording demonstrating conformance, test results, or an agreement to remediate their technology to meet accessibility standards.

# Logo El Paso County Established 1861 REQUEST FOR PROPOSAL #RFP-25-066 SUMMARY OF WORK / SPECIFICATIONS

El Paso County is soliciting responses from qualified, experienced contractors to provide all labor, materials, and equipment necessary to provide Transportation Services.

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.

# REQUIRED DOCUMENTATION

Failure to provide the required information may deem your submittal non-responsive. Submittals must contain, in blue ink, a manual signature of an authorized agent of the Contractor 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. Exhibit 5- Debarment Certificate
  9. Proof of SAM.gov eligibility (documentation of good standing)
  10. Completed and signed Cover Sheet
  11. Addendum(s) Acknowledgement, if applicable
  12. Universal Entity Identifier (UEI) Number
  13. Evaluation Criteria Documentation
  14. A recorded live ride demonstration of the application showing the view points of the rider, the caregiver, and the entity that ordered the ride (required for all Part I proposers only).
  15. Fee Proposal

1. **BACKGROUND / GENERAL INFORMATION**

Description for Part I-The El Paso County Department of Human Services (County) requires transportation services for some school-age children placed in Out of Home Placement. School aged children are aged 5 – 23, with most riders aged under 18 years of age. The transport will be from the child’s current residence to their school of origin in the morning and from the child’s school of origin to their current residence, or other approved location, in the afternoon. The service provision will occur predominately within the borders of El Paso County, Colorado; however, there may be less frequent need of children requiring transport to and from neighboring counties, such as Pueblo, Teller, Fremont, and Douglas County, as well as into Denver area counties, such as Adams, Arapahoe, and Jefferson. El Paso County has 17 school districts; a link to school district can be found here:

<https://clerkandrecorder.elpasoco.com/elections/district-maps/>.

Contractor shall meet and follow the requirements of Colorado Senate Bill 22-144 Public and Nonprofit Entities Rideshare Contracts, Colorado House Bill 18-1306 Improving Educational Stability for Foster Youth.

A request for school transportation services will generally consist of services for each child or group of children, extending over a longer period (months). Most children will be travelling as a single passenger; there may be some instances where children travel as a sibling group. On some occasions, requests may be made for single trips or brief periods of assignments lasting only several days or weeks. On rare occasions, wheelchair accessible transport may be needed; the County will give as much notice as possible when wheelchair accessible transport is required.

For July 2024 – April 2025, El Paso County contracted for approximately 14,300 completed unique rides, for around 205,000 miles. Approximately 2,100 rides were no showed or cancelled. Future utilization is anticipated to be lower than the 2024-2025 period; no projections for anticipated utilization are available. In El Paso County, the school year is August through May with natural breaks (winter holiday, spring break, and fall break). Transportation services to summer school may or may not be required depending on the client base at the end of the school year. If needed, the volume of transport will be significantly less than during the school year.

Description for Part II- The El Paso County Department of Human Services (County) requires on-call and scheduled transportation services for children and adults involved with the County. There may be occasions where the County requires transportation services to transport people to various appointments, such as visitation, therapy, and treatment. Most of the travel will occur inside the borders of El Paso County; however, it is a possibility that transportation may initiate or terminate outside of the El Paso County geographical area. Ride times may be needed any day of the week, usually between 6 a.m. and 9 p.m. The anticipated utilization of this service is low and may not be utilized at all.

# SCOPE OF WORK

# PART I – SCHOOL TRANSPORTATION FOR CHILDREN AND YOUTH

# CONTRACTOR RESPONSIBILITIES AND DELIVERABLES:

1. Contractor shall safely and reliably provide transport as described for the services requested by the County and accepted by the Contractor.

# For some children residing in an Out of Home Placement, the County must provide transportation between their current residence and the child's school of origin. When these transportation services are needed, they generally consist of an extended period of regular transport two times per school day during the school year, with the possibility of a small number of children requiring services during the summer break to attend summer school sessions.

# In El Paso County, school start times generally range from 7:00 a.m.-9:00 a.m. and end between 2:00 p.m.- 4:00 p.m. A child’s participation in after school activity may result in later ride times.

# Children need to be picked up from their current residence in the morning with enough time for the child to be transported to, and arrive at, the school at least 10 minutes prior to the start of school. If the child is not in the vehicle within 10 minutes of the scheduled pickup time, the driver shall attempt to contact the caregivers. If the child is still not present 20 minutes past the scheduled pickup time, and the child is not present at the vehicle, and 3 unsuccessful contact attempts (call, knock on door, and/or other immediate method) have occurred, the driver may leave the residence. If the child does not show for the morning transport, the Contractor must contact the caregiver to confirm an afternoon ride is needed. If the caregiver cannot be reached to confirm the afternoon transport, the Contractor shall contact the County prior to dispatching the afternoon transport.

# In the afternoon, the driver shall be waiting for the child at school no later than the end of the school day. If the child is not in the vehicle within 10 minutes of school dismissal, the driver shall attempt to contact the caregivers and notify the school carpool attendant (or other school personnel present) as to who they are waiting for. If, after contact attempts, the child is still not present 20 minutes past the school dismissal time, and when the child is not present at the vehicle, the driver may leave the school site. The Contractor shall notify the County of the after-school no-show within 30 minutes utilizing the serious incident process. The time of the return home trip may vary, depending on the child’s participation in after-school meetings or activities; this change is authorized, provided the notice of change is provided in advance by the caregiver or County.

# Transport is generally required each weekday (Monday through Friday) during the school year, except for holidays, school closures due to weather, and days when the child stays home from school. The holiday schedules are set by each individual district, and the school district closure dates may change from the scheduled dates during the year. It is the responsibility of the Contractor to obtain current school calendar information and monitor weather or news service information for weather-related late starts, early releases, and closures. When schools have amended start or end times due to events or weather incidents, it is the responsibility of the Contractor to contact the child’s caregiver and provide an amended pick up or drop off time.

# If a morning ride is cancelled due to a child being ill and not attending school, or if the driver arrives at the residence and is informed by the caregiver the child will not be attending school for any reason that day, it is the responsibility of the Contractor to cancel the afternoon ride. The Contractor shall check with the caregiver in the afternoon to see if the child will need the ride service the next morning.

# Contractor shall use a technology-enabled integrated solution that provides end-to-end visibility using the global positioning system for the transportation network company, the student's legal guardian, and the person that scheduled the ride. The app must be available for download on both Apple and Android devices.

# All transportation will be booked by County staff utilizing a mutually agreed method. Acceptable methods are an online portal or via email to a specific address. The Contractor shall provide the County with the email address to be used to book rides after contract award. Transport requests must be accepted or declined by the Contractor and the decision communicated back to the County as soon as possible, but no later than 24 hours after the request is made.

# After the Contractor accepts the service, the Contractor shall contact the caregiver and arrange the pickup and drop off times, confirm the locations, and identify the specific pick up or drop off point at the school. Caregivers are authorized to cancel the ride and change the ride pickup time. Caregivers are not authorized to change the pickup or drop-off address; any rides provided by the Contractor to an address not authorized by the County will be denied for payment.

# Contractor shall ensure drivers demonstrate appropriate behavior and boundaries with the children being transported. Absolutely no contact between drivers and children will occur outside the transport periods. Contractor ensures that drivers will remain friendly, calm, patient, trauma informed/aware, and supportive of children during the transport period.

# Contractor shall attempt to have the same driver scheduled for pickups and drop-offs, except for emergencies, weather challenges, and vacations. The caregiver shall be notified of driver changes as soon as possible after the need to change is identified. Contractor shall ensure all scheduled rides are completed as scheduled; it is the responsibility of the Contractor to find a different driver if the scheduled driver is not able to fulfill the scheduled service.

# Contractor shall ensure that no minor is transported at the same time, in the same vehicle, as a non-guardian adult. Children from the same household (siblings) can be transported together in the same vehicle when approved by the County; children who are not related to each other cannot be transported together without prior approval, in writing, from the County.

# Contractor shall ensure that all drivers are aware of their responsibility to report any case of suspected child abuse or neglect to the Colorado Child Abuse Hotline or local law enforcement in accordance with C.R.S. 19-3-304.

# Contractor shall ensure that the client is always secured with seat belts and/or with appropriate child restraint devices while the vehicle is moving. Contractors are not required to provide or secure passengers in a child safety seat or booster seat according to the Public Utilities Commission (PUC); however, it is highly recommended this occurs when it is possible to do so.

# Contractor shall ensure that in the event of a vehicle breakdown during transport, the Contractor shall immediately notify the caregiver. During the breakdown, the driver shall not leave the child unattended. If a child exits the vehicle prior to the designated location (runs), Contractor shall immediately notify the County and contact local law enforcement for assistance if necessary. Contractor shall note and report what clothing the child is wearing and their last known location; the Contractor will not pursue the child.

# Contractor drivers shall provide “curb-to-curb” escort for all trips ensuring that each child is left with a responsible adult before departing unless it is determined that the child is able to independently assure their own safety. The County will notify the Contractor when a child does not require curb-to-curb services.

# Contractor shall communicate to the County when any changes in the scheduled trip are requested by the passengers’ caregiver. The communication shall be sent via email to an email address provided by the County.

# Contractor shall communicate to the County if any issues arise including but not limited to passenger not at the designated pick-up location, disruptive behavior during transport, caregiver consistently requesting last-minute changes, and no adult present at pick up or drop off location when curb-to-curb handoff is required.

# Contractor shall report all serious incidents to the County as soon as possible, but no later than 24 hours, after the Contractor becomes aware of such an incident. Contractor will be provided with a hierarchical list of people to contact, to include their phone and email contact details. Examples of incidents that must be reported include but are not limited to:

# Child leaves the vehicle at a location other than the drop-off point

# Child is a no-show at afternoon pickup and caregivers cannot be reached, or caregivers informed the driver the child should be at school and waiting for transport.

# Child is no show at afternoon pickup and school personnel inform the driver the child left the site with another person/s

# Child self-harms, threatens the driver with violence, or states an intent to harm others

# Child is dropped at the wrong location

# A person other than the known caregiver attempts to receive the child at drop off

# The driver is involved in a traffic accident while the child is in the vehicle

# PART II – GENERAL TRANSPORTATION SERVICES

# CONTRACTOR RESPONSIBILITIES AND DELIVERABLES:

# Contractor shall safely and reliably provide transport as described for the services requested by the County and accepted by the Contractor.

# On occasion the County may be required to provide transportation services for children or adults outside of the services required in Part I of this scope of service. The services required may include transporting children, either accompanied or unaccompanied by an adult, and adults to various locations, generally within the borders of El Paso County.

# All transportation will be booked by County staff utilizing a mutually agreed method. Acceptable methods are an online portal or via email to a specific address. The Contractor shall provide the County with the email address to be used to book rides after contract award. Transport requests must be accepted or declined by the Contractor and the Contractor must communicate the decision back to the County as soon as possible, but no later than 24 hours after the request is made.

# After the Contractor accepts the service, the Contractor shall contact the rider (or their caregiver if the rider is a child) and arrange the pickup and drop off times, confirm the locations, and identify any specific pick up or drop off point at the locations. Riders and caregivers are authorized to cancel the ride and change the ride pickup time. Riders and caregivers are not authorized to change the date of the ride (other than to cancel it), or the pickup or drop-off address. Only those people authorized to ride by the County are to be transported; riders and caregivers are not authorized to add additional people to the ride. Any rides provided by the Contractor to an address not authorized by the County will be denied for payment.

# Contractor shall communicate to the County when any changes in the scheduled trip are requested by the rider or their caregiver. The communication shall be sent via email to an email address provided by the County.

# Contractor shall communicate to the County if any issues arise including but not limited to passenger not at the designated pick-up location, disruptive behavior during transport, and rider or caregiver consistently requesting last-minute changes.

**PART III- GENERAL SPECIFICATIONS – APPLICABLE TO BOTH PARTS I & II**

1. Contractors’ driver resources shall meet the following qualifications below:
   1. For rides involving children, the Contractor shall ensure they are compliant with the driver

requirements as stated in Colorado Senate Bill 22-144 Public and Nonprofit Entities Rideshare

Contracts.

* 1. Contractor shall be authorized to provide transportation services of this nature in the State of

Colorado. Information on permitting for TNC, LMT, and other permit types can be found at

[www.puc.colorado.gov](http://www.puc.colorado.gov).

* 1. Contractor shall ensure that each driver providing the service receives training in mandatory

reporting requirements, safe driving practices, first aid and cardiopulmonary resuscitation,

Education on special considerations for transporting students with disabilities and emergencies

preparedness, and safe pick-up and drop-off procedures.

* 1. Contractor shall not use a driver who has been convicted of or pled guilty or nolo contendere to

certain offenses.

* 1. Contractor shall ensure that all drivers are properly licensed and permitted according to the State of

Colorado requirements.

1. Contractor shall design a one-page information sheet that will be provided to riders and caregivers. The information sheet will contain the following information: Pick up and drop off location and time, how to communicate cancellations or pickup time changes (phone number and email), how to identify the vehicle, the cancellation policy time, the time necessary for change notifications, driver contact information, app, and other pertinent information. After the contract award, and prior to use, the information sheet, the information sheet template shall be provided to the County for approval. The County reserves the right to require changes to the template.
2. Contractor shall ensure that the vehicles transporting passengers are clean and free of strong odors.
3. Contractor shall provide a project manager's contact name and phone number or their dispatch number upon contract award. This contact person/number must always be available to answer the phone or email during business hours and provide a response within 24-48 hours.
4. Contractor shall provide the County with reports the County determines necessary during the contract. The reports listed are required and the County reserves the right to add or remove required reports during the contract period. The Contractor will be provided with 10 business days’ notice of the need for new report types and/or formats
5. Daily Rider Report – a report that shows all children who were scheduled for transport the prior day, and whether the trip was completed or not. This report is due by 10 a.m. MT the next day
6. Weekly Rider Report - a report that shows all children who were scheduled for transport the prior week, and whether the trip was completed or not. This report should also identify any rides that were not completed and will incur a charge in accordance with the cancellation matrix and costs mutually agreed upon. This report is due to the closure of business the Wednesday following the week of service
7. Monthly Summary Report – a report showing the number of completed rides, cancelled and no-show rides, and the number of miles driven for the month.
8. If the reports are readily available in the Contractors’ portal, the Contractor shall provide identified County staff with access to the system and training on how to navigate the system and download the reports.
9. Contractor shall invoice the County once per month for the services provided. Due to State or Federal funding restrictions, invoices must be submitted within 60 calendar days of the end of the month of services. Invoices and charges submitted after this timeframe will not be paid by the County.
   1. Invoices shall be submitted to [FININVOICE@elpasoco.com](mailto:FININVOICE@elpasoco.com)
   2. Invoices submitted to any other email address will not be considered a proper submission. If during the term of the contract the email address for invoice submission changes, the County will notify the Contractor in writing via a contract amendment.
   3. Contractor shall assign the County an account identifier and provide that identifier, in writing, to the County within 30 calendar days of contract award. All charges associated with services provided under the contract shall be charged to this account number; no secondary account shall be created for the County.
   4. Invoices will consist of a cover sheet showing the billing period and the total the Contractor has determined is owed. Backup documentation must accompany the invoice; this will include a list of riders, drop-off and pick-up addresses, number of miles travelled per ride, date and time of ride. The backup documentation must also be provided in an editable Microsoft Excel workbook.
   5. At the County’s sole discretion, payments made to the Contractor in error for any reason, including, but not limited to overpayments or improper payments, may be recovered from the Contractor by deduction from subsequent payments under this contract or by other methods and collected as debt due to the County. Such funds shall not be paid to any person or entity other than the County.
   6. It is the responsibility of the Contractor to notify the County of any overpayment or any possible underpayment on a submitted invoice within 15 calendar days of receiving payment for an invoice. If payment on a submitted invoice is not received within 30 calendar days of submission to the County, Contractor must notify the County immediately.
   7. Failure to notify the County of any possible erroneous or missing payments within the above time frame may result in the County’s refusal to issue payment. Such payment, if appropriate, will be paid at the County’s discretion
10. Contractor shall regularly meet with the County to discuss contract performance and expenditure. The meeting shall be no less than quarterly, and may be more frequent at contract start-up, contract end, and if rules or practice changes are necessary, or performance changes result in change to performance requirements.
11. Without terminating this contract, the County may suspend Contractor’s services following written notice to Contractor. Within 5 business days following receipt of such notice, Contractor shall have completed all reasonable measures to cease its services in an orderly manner. Contractor shall be paid for all reasonable costs incurred and for services rendered through the date services were suspended, but in no case later than 5 business days after Contractor’s receipt of suspension. If resumption of Contractor’s services requires any waiver or change in this contract, the parties must mutually agree to such waiver or change in writing and the writing must be attached as an addendum to this contract.
12. The County may issue a cure notice and/or show cause notice for deficiencies observed with the Contractor’s performance of this contract. A cure notice will provide a timeframe for the Contractor to provide a plan to cure the deficiency and undertake actions to do so. If the deficiency is not cured to the County’s satisfactions, the County may issue a show cause notice to the Contractor, providing the Contractor with an opportunity to justify their actions and explain why the County should not move forward to contract termination. The County is not obligated to issue a cure notice or show cause notice for a deficiency and may proceed directly with the termination of the contract.
13. The County shall have the right to terminate this contract, in whole or in part, at any time during performance by providing written notice to Contractor. Within ten business days following receipt of such notice, Contractor shall have completed all reasonable measures to cease its services in an orderly manner. If a new Contractor is retained to complete the services, Contractor will cooperate fully with the County in preparing the new Contractor to take over completion of the services. Contractor will be paid for all reasonable costs incurred and for services rendered by the date of termination of this contract.
14. Contractor shall notify the County of any legal actions/subpoenas or lawsuits filed against the Contractor and/or their personnel regarding the services provided under this contract.
15. Contractor shall notify the County of any and all media inquiries regarding services provided under this contract, or clients served by the Contractor under this contract prior to speaking with the media or issuing a press release related to services provided herein. Any media contact or press release regarding services provided under this contract must be approved in writing by the County Public Information Office prior to release.
    * 1. **DRIVER QUALIFICATIONS AND RESTRICTIONS**
16. For rides involving children, the Contractor shall ensure they are compliant with the driver requirements as stated in Colorado Senate Bill 22-144 Public and Nonprofit Entities Rideshare Contracts.
17. Contractor shall be authorized to provide transportation services of this nature in the State of Colorado. Information on permitting for TNC, LMT, and other permit types can be found at www.puc.colorado.gov
18. Contractor shall ensure that each driver providing the service receives training in mandatory reporting requirements, safe driving practices, first aid and cardiopulmonary resuscitation, education on special considerations for transporting students with disabilities, emergency preparedness, and safe pick-up and drop-off procedures.
19. Contractor shall not use a driver who has been convicted of or pled guilty or nolo contendere to certain offenses.
20. Contractor shall ensure that all drivers are properly licensed and permitted according to State of Colorado requirements
    * 1. **CANCELLATION POLICY**
21. The County acknowledges there is cost involved with late cancellations of scheduled transport. The County will consider paying fair and reasonable cancellation costs as mutually agreed upon, in the following circumstances.

* Rides cancelled 6 -12 hours before scheduled ride
* Rides cancelled 2-6 hours before scheduled ride
* Rides cancelled within 2 hours of scheduled ride
* On-site no-show
  + 1. **ALLOWED COSTS**

1. Contractor will be paid for the cost of the transportation for authorized rides at the agreed upon rate.
2. Unauthorized rides, or address deviations not approved in advance by the County, will not be paid.

# EVALUATION CRITERIA

All proposals deemed acceptable shall be initially rated based upon the submitted requirements. **Price is not a factor in the *Technical Review* scoring process**. Proposers may submit on Part I, Part II, or both. Each part will be evaluated separately.

***EVALUATION FOR PART I- SCHOOL TRANSPORTATION FOR CHILDREN AND YOUTH AND PROPOSERS FOR BOTH PARTS I & II***

The evaluation committee will score Responses based on the following criteria listed in order of importance:

* **Proposers experience and capacity/ability-individualized transport (not mass transport) experience: 40%**
  + Technical proposals affirming they can meet or exceed all requirements, with an overview of the experience, capacity (volume of rides that can be handled), startup time needed, staffing resources allocated and available to DHS staff for contract operations.
  + Proposers shall have a minimum three (3) years’ experience with managing, administering, and providing individualized transportation services to the public: this is not a mass transit requirement (busses, mini busses, etc.)
* **Past Performance: 20%**
  + Provide three (3) references from past projects of similar size and the same service type.
* **In-Ride Application: 10%**
  + Provide a recorded live ride demonstration of the application showing the view points of the rider, the caregiver, and the entity that ordered the ride (*required for all Part I proposers only*). Submitted via a video file MP4 format.

**Price will be evaluated after the technical evaluations and scores will contribute to the overall ranking.**

* **Fee Schedule / Price- 30%**
  + Cost per ride, to include pick up fees, any included miles in pickup fee, cost per mile, and cancellation fees per scope.

***EVALUATION FOR PART II-GENERAL TRANSPORTATION SERVICES:***

The evaluation committee will score Responses based on the following criteria listed in order of importance:

* **Proposers experience and capacity/ability-individualized transport (not mass transport) experience: 50%**
  + Technical proposals affirming they can meet or exceed all requirements, with an overview of the experience, capacity (volume of rides that can be handled), startup time needed, staffing resources allocated and available to DHS staff for contract operations.
  + Proposers shall have a minimum three (3) years’ experience with managing, administering, and providing individualized transportation services to the public: this is not a mass transit requirement (busses, mini busses, etc.)
* **Past Performance: 20%**
  + Provide three (3) references from past projects of similar size and the same service type.

**Price will be evaluated after the technical evaluations and scores will contribute to the overall ranking.**

* **Fee Schedule / Price- 30%**
  + Cost per ride, to include pick up fees, any included miles in pickup fee, cost per mile, and cancellation fees per scope.

# 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 twenty (20) 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 Contractor’s ability to perform 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 Contractor 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-25-066 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, Contractors 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. Proof of SAM.gov eligibility (documentation of good standing)
9. Universal Entity Identifier (UEI) Number
10. Additional Attachments, if applicable
11. Evaluation Criteria Documentation
12. A recorded live ride demonstration of the application showing the view points of the rider, the caregiver, and the entity that ordered the ride (required for all Part I proposers only).
13. Fee Proposal

# ATTACHMENTS

# Sample Professional Services Contact

 **STATEMENT OF QUALIFICATIONS #SOQ-25-035**

**SERVICE CATEGORY FORM**

**Note:** The Vendor shall indicate Yes or No if they are proposing on specific parts below. If yes, the Vendor must be capable of servicing the entire Scope of Work for that part. The Vendor is not required to be capable of providing responses on all parts.

|  |  |
| --- | --- |
| **Included in  Proposal?** | **Part** |
|  | **I- School Transportation for Children and Youth** |
|  | **II-General Transportation Services** |
|  | **Both** |

# Logo El Paso County Established 1861 REQUEST FOR PROPOSAL #RFP-25-066 FEE SCHEDULE / FEE PROPOSAL

**Fee Schedule**: **SUBMIT IN A SEPERATE SEALED ENVELOPE:** The fee schedule shall be provided as a separate document in a sealed envelope, independent of the technical proposal. The fee schedules will not be open until all technical evaluations have been completed and proposals have been ranked.

Fee Proposals shall include the following: cost per ride, to include pick up fees, any included miles in pickup fee, cost per mile, cancellation fees per scope. A sample fee scheduled template has been provided below and fees should be proposed following this format.

|  |  |
| --- | --- |
| **Item** | **Price** |
| Trip Base Cost | $ |
| Included miles  Yes  No | - |
| If, yes, how many \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | - |
|  |  |
| Cost per mile | $ |
|  |  |
| Other costs (list below with price) |  |
|  |  |
|  |  |
|  |  |
|  |  |
| *Cancellation Costs:* |  |
| Rides cancelled 6 -12 hours before scheduled ride | $ |
| Rides cancelled 2-6 hours before scheduled ride | $ |
| Rides cancelled within 2 hours of scheduled ride | $ |
| On-site no-show | $ |

# Logo El Paso County Established 1861 REQUEST FOR PROPOSAL #RFP-25-066 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 or Vendors 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:

For submittals for Part I or Both the following apply:

* Experience and Capacity Ability (40%)
* Past Performance (20%)
* In-Ride Application (10%)
* Price (30%)

For submittals for Part II only the following apply:

* Experience and Capacity Ability (50%)
* Past Performance (20%)
* Price (30%)

A more detailed description of these criteria can be found on Pages 10 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 Contractor, risk, and incentives.

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

The County reserves the right to conduct negotiations with Contractors 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 Contractors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.

1. **MULTIPLE VENDOR AWARD:** It is the County’s intent to award one or more contracts that are deemed to be in the best interest of El Paso County for the On-Call Prequalified Sign Contractors.

The County shall select those Contractors deemed to be most highly qualified to perform the required professional services after considering, and based upon, such factors as the ability of professional personnel, past performance, and willingness to meet time and budget requirements, as well as current and projected workloads.

1. **POST INTENT TO AWARD MEETING:** The Contractor 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.
2. **PROOF OF REGISTRATION WITH THE COLORADO SECRETARY OF STATE:** Successful contractors 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.
3. **LOBBYING PROHIBITED**: Contractors are prohibited from directly or indirectly communicating with members of the Board of County Commissioners regarding their qualifications or any other matter related to the eventual award of a contract for the goods and/or services requested in this Solicitation. Contractors are prohibited from contacting County employees or evaluation committee members regarding their qualifications or the award of a contract unless in response to an inquiry from an employee or committee member as part of the formal evaluation process outlined in the Solicitation. Any violation of these provisions will result in the Contractor’s immediate disqualification from the selection process.
4. **QUALIFICATIONS OF CONTRACTOR:** The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform the work, and the Contractor 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 Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Solicitation and to complete the work contemplated therein. Conditional Responses will not be accepted.
5. **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 Contractor to perform work outlined in this solicitation. If the County has terminated a contract with the Contractor within the past three (3) years, the Contractor 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 Contractor

fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Solicitation and to complete the work contemplated herein. Conditional Responses will not be accepted.

1. **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. Addenda shall supersede all other Contract Documents to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified. B. Drawings 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 either the drawings or Specifications as specified, it shall be implied that such omissions are contained in both the drawings and the Specifications as necessary for the proper construction of the work herein specified. Should any error or disagreement between the Specifications and drawings exist or appear to exist, the Contractor 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.
2. **LOCAL OFFICE SHALL BE REQUIRED**: Due to the service level required in conjunction with this Solicitation, the Contractor 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.
3. **PROJECT MANAGER SHALL BE SUPPLIED BY VENDOR:** The successful Vendor shall employ a competent project manager who shall be the primary representative for the Vendor and all communications given to, and all decisions made by, the superintendent shall be binding to the Vendor. Notwithstanding, the project manager shall be considered to be, at all times, an employee of the Vendor under its sole direction and not an employee or agent of the County.
4. **ELIGIBILITY OF CONTRACTORS - MUST BE ENGAGED IN PERFORMING SERVICES RENDERED**: Pre-award inspection of the Contractor's facility may be made prior to award of the contract. Solicitations will only be considered from firms which are engaged in the business of performing services as described in this Solicitation. The Contractors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time 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 County reserves the right, before awarding the contract, to require a Contractor to submit such evidence of its qualifications as it may deem necessary and may consider any evidence available to it (including, but not limited to, the financial, technical, and other qualifications and abilities of the Contractor, including past performance and experience with the County) in making the award in the best interest of the County.
5. **BACKGROUND CHECK**: Contractor shall ensure all employees and subcontractors providing services under this agreement obtain a fingerprint-based background check with the Colorado Bureau of Investigations (CBI) and shall submit initial background check documentation for all employees and subcontractors who will be providing services for this project. Results of future background checks shall be kept by the Contractor in a secure location and shall be provided to the Department Contract Management Representative as requested. Individuals with a history of offenses of crimes against children, including sex offenders, or other serious offense history shall not provide services under this agreement. Final approval of employees’ list shall be at the sole discretion of the County and shall not be cause for additional payment. The cost of background checks are not reimbursable under this agreement.

Contractor shall ensure that staff performing services under this contract have not been convicted of, pled guilty, or NOLO contendere to charges including felony involving unlawful sexual behavior, a felony that included domestic violence, a felony drug offense, or a felony indecent exposure, whether those crimes were committed in Colorado or any other state. Any record indicating felony violations, questionable character or possible security risk shall be just cause for denial for that person to work on this project.

1. **CONSIGNMENT OF CONTRACT NOT ALLOWED:** No part of this contract can be consigned to another Contractor.
2. **SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED:** As part of its Response, the Contractor shall be required to identify any and all subcontractors that will be used in the performance of the contract resulting from this Solicitation. The Contractor 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. **LABOR, MATERIALS AND EQUIPMENT TO BE SUPPLIED BY THE CONTRACTOR:** Unless otherwise provided in this Solicitation, the Contractor 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.
4. **VARIATIONS ALLOWED IF INDICATED:** For purposes of Response review, Contractors 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 Contractor'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.
5. **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 Contractor. This option, if exercised, is the prerogative of the County and shall be honored by the Contractor as a condition of contract award.
6. **ACCIDENT PREVENTION:** The Contractor shall be required to take safety precautions in an effort to protect persons and property. All Contractors, Contractors 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 Contractor which is responsible for same.
7. **DEFICIENCIES IN WORK TO BE CORRECTED BY CONTRACTOR:** The successful Contractor 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 Contractor by the County's Project Manager. The Contractor shall bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified in this Solicitation, the County reserves the right to place the Contractor in default of its contractual obligations, obtain the services of another Contractor and charge the Contractor for these costs, either through a deduction from

the final payment over to the Contractor or through invoicing.

1. **METHOD OF PAYMENT - MONTHLY INVOICES:** The successful Vendor(s) shall submit monthly invoices by the tenth day of each month. These invoices shall be submitted to the County's Project Manager. The invoice shall reflect the appropriate Purchase Order number, the service location(s) and the type of service provided to the County in the prior month. The date of the invoice shall not exceed thirty (30) calendar days from the date that the work was completed and accepted. Under no circumstances shall the invoice be submitted to the County in advance of such completion and acceptance.
2. **SALES TAX:** The County is exempt from paying State or Local Sales Taxes. Contractors 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.
3. **INDEMNIFICATION:** Indemnification – General. The Contractor 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 Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor 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 Contractor or any other person or entity whatsoever, for any purpose

whatsoever.

Indemnification for Professional Services. The Consultant 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 Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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. **FEDERAL FUNDING**: ln the event the agreement will use federal funds, Contractor shall comply with the following:
   1. Federal Compliance - This Solicitation will be funded, in whole or in part, with an award of federal funds. Contractor shall comply with all applicable federal laws, regulations, and requirements. These include but are not limited to compliance with the following laws and regulations:
3. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If this Agreement is in excess of $100,000 and involves the employment or mechanics or laborers, Contractor must comply with provisions of 40 U.S.C. 3702, as supplemented by Department of Labor regulations (29 CFR Part 5).
4. Rights to Inventions Made Under a Contract or Agreement. If this Agreement is an agreement with a small business firm or nonprofit organization for performance of experimental, developmental, or research, Contractor must comply with the requirements or 37 CFR Part 401, “Rights to Inventions Made by Nonprofit organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any Implementing regulations issued by the awarding agency.
5. Clean Air Act (42 U.S.C. 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387). If this Agreement is in excess of $150,000, the Contractor is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency of the federal funds for this Agreement and the Regional Office of the Environmental Protection Agency (EPA).
6. Debarment and Suspension (Executive Orders 12549 and 12689). The County is prohibited from entering into this Agreement with a party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory

authority other than Executive Order 12549.

1. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If this Agreement is for compensation in excess of $100,000, Contractor must file the required certification with the County that it will not and has not used Federal appropriated funds received by the Contractor to pay any person or organization for influencing or attempting to influence an officer or employee or any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
2. Procurement of Recovered Material (2 CFR CH. II §200.322). Contractor must 1) comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; 2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and 3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. Equal Employment Opportunity. If this Agreement is a construction contract Contractor is required to comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11246, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and Implementing regulations at 41 CFR part 60, “Office or Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). If this Agreement is prime construction contract in excess of $2,000, Contractor is required to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
5. Affirmative Action, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 4 of the United States Code, which addresses Affirmative Action requirements for handicapped workers, is incorporated into this Solicitation by reference.
6. **EQUAL OPPORTUNITY:** El Paso County intends and expects that the contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, creed, ethnicity, religion, age, sex, national origin, or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as subcontractors, Contractor's, or otherwise. Accordingly, the Contractor 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 Contractor 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 Contractor shall maintain records demonstrating its compliance with this article and shall make such records available to the County upon the County’s request.
7. **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 Contractor. 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 Contractor as a result of this Solicitation.
8. **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 Proposals that is cost driven, the only information that will be released is the names of the respondents, the total cost of the Proposals, and the apparent responsible, responsive Contractor. 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 Contractor’s Response shall be identified as such. Should the County receive a request for the release of any information in the Contractor’s Response identified as confidential in accordance with the open records law, the County will notify the Contractor of the request and will exercise best efforts in assisting the Contractor 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 Contractor 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. **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 Contractor written notice of such non-appropriation.
2. **BUDGET:** Budget will not be disclosed.
3. **DEBARMENT:** By submitting this bid/proposal, the bidder/proposer warrants and certifies that he/she is currently in good standing with SAM.gov and is eligible to submit a bid/proposal because he/she is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department.
4. **LOGOS:** The County logo is trademarked and property solely of El Paso County. Contractors 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-25-066** **GENERAL TERMS AND CONDITIONS**

1. **APPLICABILITY.** These General Terms and Conditions apply, but are not limited, to all Proposals, 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 "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.** Contractors are required to submit their Offers in accordance with the following expressed conditions:
     1. Contractors 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 Contractor 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 Contractor.
     2. Contractors 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. Contractors 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 Contractor’s Offer, it shall be construed that the Contractor’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 Contractors provide equal opportunity without regard to race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law. Accordingly, the Contractor 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. Contractors 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 Contractor claiming an exemption must identify the specific provision of the Open Records Act that provides an exemption from disclosure for each item that the Contractor claims is not subject to disclosure and must submit an additional bound copy of the Response with each exempt item clearly redacted. Any Contractor claiming an exemption must also state in its Response that the Contractor 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 Contractor 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 Contractor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Contractor 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 Contractor 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.rockymountainProposalsystem.com](http://www.rockymountainbidsystem.com/)) as well as El Paso County web site (http://www.elpasoco.com). Contractors 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 Contractor 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. Contractors 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 Contractor in conjunction with this contract will, however, be subject to applicable state and local sales taxes. These taxes shall be borne by the Contractor. Under no circumstances shall Contractor be authorized to use the County’s tax exemption number in acquiring such materials.
    2. The Contractor, 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 Contractor 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 Contractors are hereby placed on notice that any and all Contractor 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 Contractor 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 Contractor must be initialed **in blue ink** by the authorized agent of the Contractor.
     3. Offers must contain, in blue ink, a manual signature of an authorized agent of the Contractor 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 Contractor’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 Contractor on the Solicitation’s Pricing Bid Form 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 Contractor. 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 Contractor ’s name, the Solicitation Number, and the Solicitation Title. When required in conjunction with the prescribed method of award, the County's Pricing Bid Form must be used when the Contractor is submitting its Offer. The Contractor 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 Contractor’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 Contractor during this ninety-day period, the County may, at its option, suspend the Contractor from the bid list and may not accept any Offer from the Contractor 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 Contractors;
     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 Contractor misstates or conceals any material fact in its Offer;
     2. The Contractor’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 Contractor through an authorized signature on the Specification’s Cover Sheet.

# Elimination from Consideration

* + 1. To ensure fair consideration for all Contractors, the County prohibits communication initiated by a Contractor or on a Contractor ’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 Contractor or on a Contractor’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 Contractor shall be grounds for eliminating the offending Contractor 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 Contractor shall execute the Professional Services Agreement (see Attachment B) to consummate a contract between the parties. This Solicitation and the Contractor’s Offer shall be attached and incorporated as part of that contract.

# CONTRACTUAL OBLIGATIONS

* 1. **Local, State and Federal Compliance Requirements.** Successful Contractors 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:** Contractor 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 Contractor’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:** Contractor 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. Contractor 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 Contractor 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 Contractor shall be considered to be, at all times, employees of the Contractor, under its sole direction, and not employees or agents of the County. The County may require the Contractor 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 Contractor shall be permitted to use tobacco products when performing work on County property.
   3. **Workers’ Compensation Insurance.** Each contractor 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 contractor or subcontractor in accordance with the provisions of the laws of the State of Colorado. The contractor 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 Contractor 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 Contractor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the County shall charge the Contractor any difference between the Contractor’s price and the price to be paid to the next lowest Contractor, 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, Contractor(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, Contractor(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 Contractor 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 Contractor prior to the enactment of such modifications.

# TERMINATION OF CONTRACT

* 1. **Failure to perform.** The County may, by written notice to the successful Contractor, terminate the contract if the Contractor 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. Logo El Paso County Established 1861
   **CONTRACTOR**

# REQUEST FOR PROPOSAL #RFP-25-066 CONTRACTOR 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 an 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 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-25-066 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-25-066 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-25-066 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

Becky Schaffstein, CPPB, Procurement Manager

RFP-25-066; Transportation Services

[beckyschaffstein@elpasoco.com](mailto:beckyschaffstein@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-25-066 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 Contractor 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***

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

* Signed Cover Sheet from this Solicitation
* Contractor Information Form
* Proprietary / Confidential Statement
* Signed copies of any addenda issued regarding this Solicitation
* Exhibit 1, 2, 3, 4, and 5
* Details of the Contractor’s Experience and Qualifications as described in the Evaluation Criteria

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.

# Contractor ’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 Contractor(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 Contractor. 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 Contractor 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-25-066** **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 Contractors 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. Contractors 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 1861 REQUEST FOR PROPOSAL #RFP-25-066 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-25-066** **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 Contractor 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-25-066** **EXHIBIT 4 – MINIMUM INSURANCE REQUIREMENTS**

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

The Contractor 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 Contractor, pursuant to Attachment A. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Contractor 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 Contractor 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 Contractor, 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 Contractor 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 Contractor.

1. The certificate of insurance provided by the Contractor shall be completed by the Contractor '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 Contractor 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 Contractor 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 Contractor to the County upon demand, or the County may offset the cost of the premiums against any monies due to Contractor 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 Contractor 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)

**REQUEST FOR PROPOSAL #RFP-25-066**

EXHIBIT 5 – DEBARMENT CERTIFICATION



**EXHIBIT 5: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The undersigned duly authorized official of the proposer certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
2. ***Are presently active and in good standing on SAM.gov***
3. ***Are required to be in good standing throughout the contract term***
4. Have not within a three-year period preceding this Response been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property.
5. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
6. Have not within a three-year period preceding this application/Response had one or more public transaction (federal, state, or local) terminated for cause or default.
7. Are not on the Comptroller General’s List of Ineligible Bidders or any similar list maintained by any other governmental entity.
8. Are **required** to submit proof of SAM.gov eligibility (documentation of good standing) with their submittal.

Where the proposer is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

(Check One)

**I DO CERTIFY**  **I DO NOT CERTIFY**

**Date:**

**Signature:**

**Title:**

# ATTACHMENT A

**INSURANCE CHECKLIST**

**SOLICITATION NUMBER:** **RFP-25-066**

**TITLE OF SOLICITATION: Transportation Services**

**Insurance items checked below have been identified as necessary requirements for this Contractor 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  $1,000,000 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 $1,000,000 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 $1,000,000 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 1861 REQUEST FOR PROPOSAL #RFP-25-066 ATTACHMENT B – SAMPLE PROFESSIONAL SERVICES AGREEMENT

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

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

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

# REMAINDER OF PAGE LEFT INTENTIONALLY BLANK