

REQUEST FOR PROPOSALS INSTRUCTIONS TO RESPONDENTS

1. Eagle County, Colorado will be receiving proposals by U.S. Mail at the Solid Waste & Recycling Department P.O. Box 473 Wolcott, CO 81655; by FedEx, UPS, DHL, or hand delivery to the Solid Waste & Recycling Department at 815 Ute Creek Road Wolcott, CO 81655; or by email to landfill@eaglecounty.us before 4:00 p.m. on March 31, 2026. Any proposal received after this time will not be considered and will be returned to the respondent unopened unless good cause is shown as determined by Eagle County in its sole discretion.
2. Any question, interpretation or clarification regarding this Request for Proposals (“RFP”) is required 7 calendar days prior to the due date. Responses, if any, will be issued by addenda posted to www.eaglecounty.us. All questions regarding this proposal must be in writing to Jesse Masten, Solid Waste and Recycling Division Chief. Questions may be emailed to landfill@eaglecounty.us. Please call to verify receipt of your questions. No additional questions will be accepted after the date and time referenced above unless good cause is shown as determined by Eagle County in its sole discretion. Oral interpretations shall be of no force and effect.
3. One (1) copy of your proposal is required. If you are submitting a proposal via email, please enclose one copy of all submittals in PDF format.
4. Eagle County reserves the right, in its sole discretion, to reject any and all proposals submitted in response to this RFP and to waive or not waive informalities or irregularities in proposals received or RFP procedures. Eagle County also reserves the right to re-advertise this RFP, to otherwise provide the services as determined by Eagle County to be in its best interest, or to accept any portion of a proposal deemed to be in the best interests of Eagle County to do so. Eagle County, at its sole discretion, may further negotiate cost, terms or conditions of any proposal determined by Eagle County to be in its best interests.
5. Eagle County may, at its sole discretion, modify or amend any and all provisions herein. If it becomes necessary to revise any part of the RFP, addenda will be provided through posting at www.eaglecounty.us. Eagle County reserves the right to extend the RFP submittal date or to postpone the award of an agreement.
6. All proposals will be reviewed by a selection committee and any other review as determined to be necessary. Respondents may be asked to supplement their initial proposals with additional written material. Eagle County may short-list respondents based upon an evaluation of the written submittals. Eagle County may arrange for in-person interviews with the short-listed respondents for a detailed presentation.
7. The selected proposal will be the one considered the most advantageous regarding price, quality of service, qualifications and capabilities of respondent to provide the specified service, respondent’s familiarity with Eagle County, and any other factors

the County may consider as determined by Eagle County in its sole discretion, including those identified in the RFP below. Eagle County may award a contract even if not the lowest priced proposal based upon a review of the identified factors.

8. Respondents are encouraged to clearly identify any proprietary or confidential data or information submitted with the proposal. Regardless of whether or not so marked, Eagle County will endeavor to keep that information confidential, separate and apart from the proposal. Notwithstanding the foregoing, the respondent acknowledges that Eagle County may be required to release the information in accordance with the Colorado Open Records Act, order of the court, or other applicable law.
9. Eagle County will not pay for any information requested herein, nor is it liable for any costs incurred by the respondent in connection with its response to this RFP.
10. No work shall commence nor shall any invoices be paid until the successful respondent has entered into a fully executed agreement with Eagle County and provides the requested proof of insurance.
11. No telephone or oral proposals will be accepted.
12. Proposals must be clearly identified on the front of the envelope or in the email submittal by proposal title. Responsibility for timely submittal of proposals lies solely with the respondent. Proposals received after the closing time specified will not be considered unless good cause is shown as determined by Eagle County in its sole discretion.
13. Respondent(s) who submit a proposal are responsible for becoming fully informed regarding all circumstances, information, laws, and any other matters that might, in any way, affect the respondent's role and responsibilities. Any failure to become fully knowledgeable shall be at the respondent's sole risk. Eagle County assumes no responsibility for any interpretations made by respondents on the basis of information provided in this RFP or through any other source.
14. All respondents must include a fully executed Proposal Form with their proposal.
15. Eagle County reserves the right to award an agreement to the respondent that demonstrates the best ability to fulfill the requirements of the project based upon our evaluation of the selection criteria.
16. This RFP is not intended to completely define the contractual relationship to be entered into with the successful respondent(s).
17. Upon identification by Eagle County of the successful respondent, Eagle County will give the successful respondent the first right to negotiate an agreement acceptable to Eagle County in its sole discretion. In the event that an agreement

satisfactory to Eagle County cannot be reached, Eagle County may enter into negotiations with one or more of the remaining respondents. Eagle County may choose to discard all proposals and re-issue another RFP.

18. The successful respondent will perform all of the work or services indicated in the proposal in compliance with the negotiated agreement.
19. The successful respondent(s) shall comply with the following insurance language which shall be included in the agreement to be awarded unless otherwise agreed to in writing by Eagle County:

“Contractor agrees to provide and maintain, at Contractor’s sole cost and expense, the following insurance coverage with limits of liability not less than those stated below:

a. Types of Insurance.

- i. **Workers’ Compensation insurance:** as required by law.
- ii. **Automobile Liability** covering any auto, or if Contractor has no owned autos, hired and non-owned autos, with limit of no less than \$1,000,000 per accident for bodily injury and property damage.
- iii. **Commercial General Liability (CGL)** covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be \$4,000,000.
- iv. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.
- v. **Professional Liability (Errors and Omissions) Insurance** appropriate to Consultant’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

b. Other Requirements.

1. The General Liability and Automobile Liability policies and the Contractors Pollution Liability and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:

i. **County, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance.

ii. For any claims related to this Agreement, the **Contractor's insurance coverage shall be primary and non-contributory** as respects County, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

iii. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to County.

2. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the Agreement. This coverage may also be provided on the Contractors Pollution Liability policy.

3. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

i. The retroactive date must be shown and must be before the date of the Agreement or the beginning of contract work.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

iv. A copy of the claims reporting requirements must be submitted to County for review.

v. If the Services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the Services involve mold identification/remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

4. ***Umbrella or Excess Policy.*** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

5. ***Self-Insured Retentions.*** Self-insured retentions must be declared to and approved by County. County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall not contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

6. ***Acceptability of Insurers.*** Insurance is to be placed with insurers authorized to conduct business in the state of Colorado with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to County.

7. ***Verification of Coverage.*** Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor’s obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special

circumstances. A certificate of insurance consistent with the foregoing requirements is attached hereto as **Exhibit B**.

7. ***Waiver of Subrogation.*** Contractor hereby grants to County a waiver of any right to subrogation which any insurer may acquire against County, its officers, officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

8. ***Subcontractors.*** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

c. Other Insurance Provisions.

i. The insurance provisions of this Agreement shall survive expiration or termination hereof.

ii. The parties hereto understand and agree that the County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or rights, immunities and protections provided by the Colorado Governmental Immunity Act, as from time to time amended, or otherwise available to County, its affiliated entities, successors or assigns, its elected officials, employees, agents and volunteers.

iii. If Contractor fails to secure and maintain the insurance required by this Agreement and provide satisfactory evidence thereof to County, County shall be entitled to immediately terminate this Agreement.

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

v. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County."

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

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

Contractor shall further indemnify and hold harmless County and any of its officers, agents and employees (“Indemnatee”) against any losses, claims, damages or liabilities, costs or expenses including, without limitation, interest, penalties and reasonable attorney fees and reasonable expenses of investigation and remedial work (including investigations and remediation by engineers, environmental consultants and similar technical personnel) asserted against or imposed upon or incurred by Indemnatee arising in connection with, or resulting from, any environmental law, including but not limited to, any use, generation, storage, spill, release, discharge or disposal of any hazardous substance to the extent caused by Contractor or any of its employees, agents or subcontractors hereunder.”

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

“In the event that County determines that the Services described herein include information or communications technology, such as digital content, that must be made ‘accessible’ in accordance with Colorado law, Contractor agrees to, if requested by County, undertake such reasonable efforts that may be needed of Contractor to adapt and convert work product to ensure it is ‘accessible’ within the meaning of Sections 24-85-101, *et seq.*, C.R.S., and its implementing regulations.”