

REQUEST FOR PROPOSALS INSTRUCTIONS TO PROPOSERS

1. ECAT will be receiving *proposals* sent via email to Wallace Oliveira at Wallace.Oliveira@EagleCounty.us *on or before 3:00 p.m., MDT, April, 3rd 2026.*
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 Wallace Oliveira, Airport Project and Maintenance Manager. Questions may be emailed to Wallace.Oliveira@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 ECAT in its sole discretion. Oral interpretations shall be of no force and effect.
3. **Please provide 1 (one) proposal via email**, providing a PDF version and include the name, address, and phone number of the firm's submitting project personnel. If brochures or other supportive documents are requested, then it is required that one set be submitted with your proposal.
4. ECAT reserves the right, in its sole discretion, to reject any and all proposals submitted in response to this RFP, to waive or not waive informalities or irregularities in proposals received or RFP procedures. ECAT also reserves the right to re-advertise, or to otherwise provide the services as determined by ECAT to be in its best interest, and to accept any portion of the proposal deemed to be in the best interests of ECAT to do so, or further negotiate cost, terms or conditions of any proposal determined by ECAT to be in its best interests.
5. ECAT 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. ECAT 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. ECAT may short-list respondents based upon an evaluation of the written submittals. ECAT 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, Colorado and any other factors the ECAT may consider as determined by ECAT in its sole discretion. ECAT may award a contract even if not the lowest priced proposal based upon a review of the identified factors.

8. Respondent is encouraged to clearly identify any proprietary or confidential data or information submitted with the proposal. Regardless of whether or not so marked, ECAT will endeavor to keep that information confidential, separate and apart from the proposal. Notwithstanding the foregoing, respondent acknowledges that ECAT may be required to release the information in accordance with state statute or order of the court.
9. ECAT 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 ECAT and provides the requested proof of insurance.
11. No telephone or oral proposals will be accepted.
12. Proposals must be clearly identified *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 ECAT 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. ECAT 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. ECAT 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 ECAT of the successful respondent, ECAT will give the successful respondent the first right to negotiate an agreement acceptable to ECAT. In the event that an agreement satisfactory to ECAT cannot be reached, ECAT may enter into negotiations with one or more of the remaining respondents. ECAT 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 ECAT:

“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.

b. Other Requirements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. **Additional Insured Status.** ECAT, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy 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. **Primary Coverage.** For any claims related to this Agreement, the **Contractor’s insurance coverage shall be primary and non-contributory** as respects ECAT, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by ECAT, 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. **Umbrella or Excess Policy.** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. 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.

iv. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to ECAT.

v. ***Waiver of Subrogation.*** Contractor hereby grants to ECAT a waiver of any right to subrogation which any insurer of said Contractor may acquire against ECAT by virtue of the payment of any loss under such insurance. 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 ECAT has received a waiver of subrogation endorsement from the insurer.

vi. ***Self-Insured Retentions.*** Self-insured retentions must be declared to and approved by ECAT. ECAT may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related 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 ECAT.

vii. ***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 ECAT.

viii. ***Verification of Coverage.*** Contractor shall furnish ECAT with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section. All documents are to be received and approved by ECAT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. ECAT reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. A certificate of insurance consistent with the foregoing requirements is attached hereto as **Exhibit B**.

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

x. ***Special Risks or Circumstances.*** ECAT reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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 ECAT 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 ECAT, 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 ECAT, ECAT 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, ECAT 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 ECAT."

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 ECAT, and any of its officers, agents and employees against any losses, claims, damages or liabilities for which ECAT may become subject to, insofar as any such losses, claims, damages or liabilities arise out of, directly or indirectly, this Agreement, or are based upon any performance or nonperformance by Contractor or any of its sub-contractors hereunder; and Contractor shall reimburse ECAT for reasonable attorney fees and costs, legal and other expenses incurred by ECAT 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 ECAT to the extent that ECAT 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."

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 ECAT 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 ECAT, 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."

22. ECAT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this

advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.