

**NOTICE
REQUEST FOR PROPOSALS FOR THREE MEADOWS RANCH FENCING
PROJECT, EAGLE COUNTY, COLORADO**

Eagle, Colorado

3/11/26

Eagle County is soliciting proposals for *fencing construction at the Three Meadows Ranch property to be more wildlife friendly and to better protect the natural resources on the property*. This Request for Proposals (“RFP”) will be non-exclusive. Eagle County reserves the right to purchase supplies or services from other professionals.

Proposals must be received via electronic mail sent to Phillip Kirkman at phillip.kirkman@eaglecounty.us on or before 5pm on April 26, 2026. Any proposal received after this time will not be considered unless good cause is shown as determined by Eagle County in its sole discretion.

The proposal document may be obtained at the ***Open Space and Natural Resources Department at 500 Broadway St. Eagle, CO 81631*** during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. The complete document is also available at www.eaglecounty.us.

Submittal and review of proposals will occur pursuant to the following schedule:

Advertisement for Bid (three weeks):

Mandatory Pre-Bid Meeting and site visit: April 1st, 2026

Questions Due: April 8th, 2026

Answers Posted: April 15th, 2026

Bids Due: April 22nd, 2026

Selection Committee Meeting: April 28th, 2026

Notice of Award: May 1, 2026

Contact information:

Phillip Kirkman

Senior Open Space Specialist

Eagle County Open Space and Natural Resources

500 Broadway St. Eagle, CO 81631

phillip.kirkman@eaglecounty.us

970-401-1054

Ted O'Brien

Open Space & Trails Deputy Director

Pitkin County Open Space & Trails

530 East Main St. suite 202

Aspen, CO 81611

ted.obrien@pitkincounty.com

(970) 429-6130 Office

[This RFP will be posted in the Vail Daily and Aspen Daily News.]

REQUEST FOR PROPOSALS INSTRUCTIONS TO PROPOSERS

1. Eagle County, Colorado will be receiving ***proposals*** via email to Phillip Kirkman at phillip.kirkman@eaglecounty.us on or before 5pm on April 26, 2026.
2. Any question, interpretation or clarification regarding this Request for Proposals (RFP) is required pursuant to the above schedule. Responses, if any, will be issued by addenda posted to www.eaglecounty.us. All questions regarding this proposal must be in writing to **Phillip Kirkman**. Questions may be emailed to phillip.kirkman@eaglecounty.us and ted.obrien@pitkincounty.com. 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. ***1 (one) electronic*** copy of your proposal is required. If brochures or other supportive documents are requested, then it is required that one set be submitted with your proposal.
4. Eagle County reserves the right, in its sole discretion, to reject any and all proposals submitted in response to this RFP, to waive or not waive informalities or irregularities in proposals received or RFP procedures. Eagle County also reserves the right to re-advertise, or to otherwise provide the services as determined by Eagle County to be in its best interest, and to accept any portion of the proposal deemed to be in the best interests of Eagle County to do so, or further negotiate cost, terms or conditions of any proposal determined by Eagle County to be in its best interests.
5. Eagle County may, at its sole discretion, modify or amend any and all provisions herein. If it becomes necessary to revise any part of the RFP, addenda will be provided through posting at www.eaglecounty.us. Eagle County reserves the right to extend the RFP submittal date or to postpone the award of an agreement.
6. All proposals will be reviewed by a selection committee composed of Eagle County, Pitkin County, and Aspen Valley Land Trust staff (the "Selection Committee"), and any other review as determined to be necessary. Respondents may be asked to supplement their initial proposals with additional written material. The Selection Committee may short-list respondents based upon an evaluation of the written submittals. The Selection Committee 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, approach, qualifications and capabilities of respondent to provide the specified service, respondent's familiarity with Eagle County and any other factors the Selection Committee may consider as determined by the

Selection Committee in its sole discretion. The Selection Committee may award a contract even if not the lowest priced proposal based upon a review of the identified factors. A full day pre-bid meeting with AVL, the Eagle County Open Space and Natural Resources and Pitkin County Open Space and Trails' staff is required and weekly coordination meetings with staff is expected.

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, the Selection Committee will endeavor to keep that information confidential, separate and apart from the proposal. Notwithstanding the foregoing, respondent acknowledges that Eagle County and Pitkin County may be required to release the information in accordance with the Colorado Open Records Act or order of the court.
9. Eagle County and Pitkin County propose to equally share in all costs and expense for this project (collectively, the "Counties"). The Counties will not pay for any information requested herein, nor are the Counties 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 the Counties and provides the requested proof of insurance.
11. No telephone or oral proposals will be accepted.
12. Proposals must be clearly identified in the subject line of 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 the Selection Committee 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. The Selection Committee 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. The Selection Committee 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 the Selection Committee of the successful respondent, the Selection Committee will give the successful respondent the first right to negotiate an agreement acceptable to the Counties. In the event that an agreement satisfactory to the Counties cannot be reached, the Counties may enter into negotiations with one or more of the remaining respondents. The Selection Committee 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 the Counties:

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

a) Types of Insurance.

- i) Workers’ Compensation insurance as required by law.
- ii) Auto coverage with limits of liability not less than \$1,000,000 each accident combined bodily injury and property damage liability insurance, including coverage for owned, hired, and non-owned vehicles.
- iii) Commercial General Liability coverage to include premises and operations, personal/advertising injury, products/completed operations, broad form property damage with limits of liability not less than \$2,000,000 per occurrence and, 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.

The successful respondent(s) shall comply with the following other insurance requirements which shall be included in the agreement to be awarded:

b) Other Requirements.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. ***Additional Insured Status.*** *Eagle* County, Aspen Valley Land Trust, and Pitkin County, 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 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. **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 County.

v. **Waiver of Subrogation.** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County 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 County has received a waiver of subrogation endorsement from the insurer.

vi. **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 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.

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 County.

viii. **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 Section []. All documents 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. 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 County is an additional insured on insurance required from subcontractors.

x. ***Special Risks or Circumstances***. 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.

c. Additional Insurance Provisions.

i. The insurance provisions contained in the parties' 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 or any of its sub-contractors hereunder; and Contractor shall reimburse County for reasonable attorney fees and costs, legal and other expenses incurred by County in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnification shall not apply to claims by third parties against the County to the extent that County is liable to such third party for such claims without regard to the involvement of the Contractor. This paragraph shall survive expiration or termination hereof.”

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.”

**REQUEST FOR PROPOSAL
PROPOSAL FORM
THIS PROPOSAL FORM MUST BE SUBMITTED WITH YOUR PROPOSAL**

TO: Eagle County, Colorado
500 Broadway
Post Office Box 850
Eagle, CO 81631

Re: ***THREE MEADOWS RANCH FENCING PROJECT***

The undersigned, having examined the Instructions to Proposers and any and all documents related to the above referenced RFP:

- (a) Agree to comply with all conditions, requirements, and instructions of the Request for Proposal as stated or implied therein;
- (b) Acknowledges the right of the Aspen Valley Land Trust, Eagle County, and Pitkin County, Colorado (hereinafter as the "Selection Committee") in its sole discretion to reject any or all proposals submitted, and that an award may be made to a proposer even though not the lowest cost;
- (c) Acknowledges and agrees that the discretion of the Selection Committee in selection of the successful proposers shall be final, not subject to review or attack; and
- (d) Acknowledges that this proposal is made with full knowledge of the foregoing and full agreement thereto.

By submission of this proposal, and signature below, the respondent acknowledges that he has the authority to sign this Proposal Form and bind the company named below. The proposer further acknowledges that the Selection Committee has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to Eagle County and Pitkin County of any and all information sought in such inquiry or investigation.

Company Name: _____
Title of Proposer: _____
Signature of Proposer: _____

REQUEST FOR PROPOSAL

PROJECT DESCRIPTION

The Aspen Valley Land Trust, Eagle County, and Pitkin County are seeking a qualified contractor to remove existing fencing and construct new fencing in accordance with Colorado Parks and Wildlife's, "Wildlife Friendly Fencing" standard along approximately 7 miles of Three Meadows Ranch (3M) property boundary as generally depicted on Exhibit A.

The scope of work includes an initial survey of the fencing alignment along the property boundary for purposes of fence placement only, mastication and vegetation management limited to what is reasonably necessary to facilitate fence installation, and removal of existing fencing. Certain designated sections of the boundary to be fenced will incorporate "lay-down fence" consistent with applicable Colorado Parks and Wildlife standards and project specifications to facilitate wildlife movement corridors. Existing fencing to be removed consists of 4 to 6 strand barbed wire fences.

This project is semi-remote and will require contractor access via unimproved two-track roads, travel across pastureland, and work within areas of variably dense and remote vegetation.

The site is located on Cottonwood Pass Road. 3M is a jointly managed property currently owned by Aspen Valley Land Trust in partnership with Eagle County and Pitkin County. The property will be encumbered by a forthcoming Conservation Easement, and the Contractor shall exercise care to avoid impacts outside the scope of work and comply with all applicable conservation and land management requirements.

ACCESS TO THE PROPERTY

From the Roaring Fork Valley, go up Cattle Creek Road to Cottonwood Pass. Go about 2.25 miles and look for a large log ranch entrance on the right with a red cattle gate. You've gone too far if you find yourself on a narrow section of the pass with steep cliffs on either side. There will be a turnaround at a bend up ahead.

From the Eagle side, access Cottonwood Pass through Gypsum. Head up and over the pass. After sweeping S Turn, look for the TMR log entry gate on the left. It's a buttonhook up the left bank. If you get to Cattle and Upper Cattle Creek you've gone 2.25 miles too far.

SCOPE OF SERVICES

- Survey of perimeter boundary for fence alignment and placement purposes
- Removal and proper disposal of existing fencing, including wire and T-post
- Mastication and vegetation management limited to what is reasonably necessary to facilitate fence installation

- Installation of new perimeter fencing in accordance with Colorado Parks and Wildlife, *Wildlife Friendly Fencing* standards, including gates and designated sections of “lay-down” fencing

Approximate length and description of fencing types/ needs

- Estimated Totals:
 - *Total new fencing= 9 miles*
 - *Total new gates = 15*
 - *Fencing removal = 5 miles*
 - *Total mastication = 5 miles*
 - *Total lay down fencing = 2 miles or more, as terrain allows*
- **Fence lengths are approximate and subject to on-site verification.** Lengths of fence are approximate and subject to on-site measurements. Bid should use the above quantities for pricing purposes and shall be submitted on a linear foot or itemized basis, as applicable.
- Please submit pricing on a time and materials basis in the following format:
 - Labor rates (time/labor):
 - Fencing
 - Mastication
 - Unit pricing:
 - Price per linear foot of 4 strand wildlife friendly fencing depicted in *Figure 1*
 - Price per linear foot of 3 strand high-tensile fencing depicted in *Figure 2*
 - Price per Material type: (see attached bid tab- Exhibit B)
 - Price per linear foot of vinyl coated top wire:
 - Price per linear foot of woven barbed wire:
 - Price per T-Post:
 - Price per wood stay:
 - Price per high-tensile ratchets/ tensioners.
 - Price per high-tensile spring
 - Price per wooden post for H-frame:
 - Price per wooden post for H-frame brace:
 - Price per 52" high 6 rail 18-gauge metal gate- 8', 10', 12', 14', 16':
 - Price per wooden H-frame with braces and hinge post set in concrete for existing gates:

Eagle County and Pitkin County have grant applications in process for the procurement of fencing materials. *All bids should reflect the full cost of materials noted above including all hardware necessary.* However, should the grant requests be

successful, some materials may be provided. Material needs will be discussed with respondents prior to mobilization.

FENCING SPECIFICATIONS

All fences, excluding will be constructed in accordance with the following diagrams and pursuant to the following spacing.

Figure 1. Diagram for 4-strand Wildlife Friendly Fencing

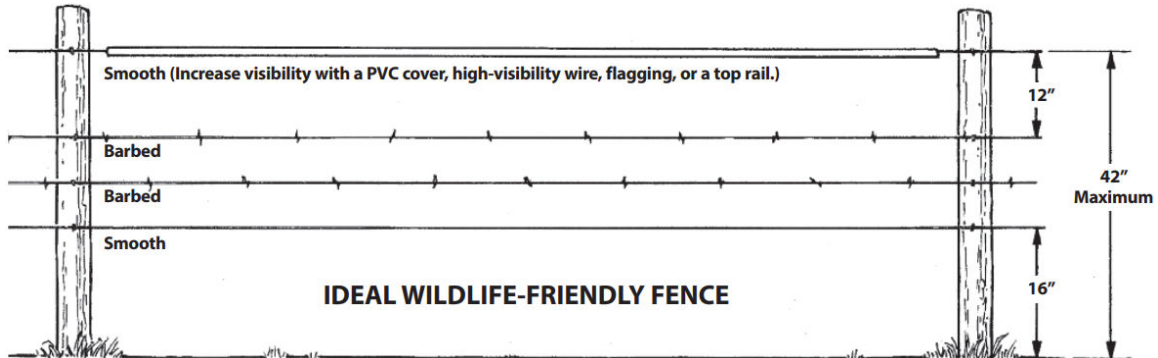
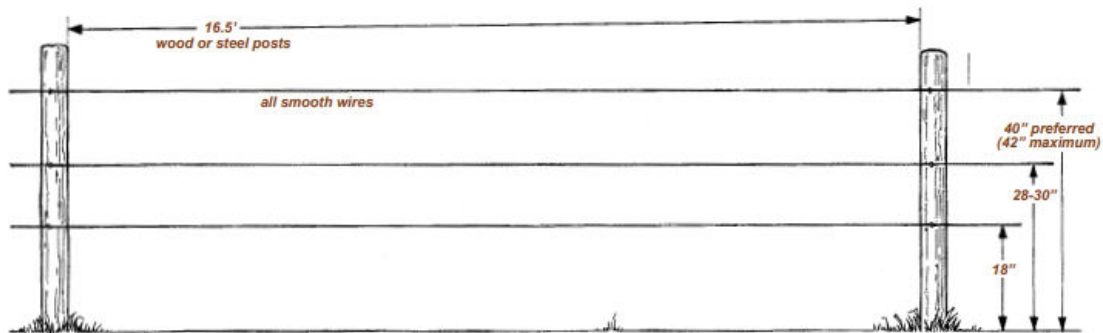


Figure 2. Diagram for 3 strand High-tensile Fencing.



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EXHIBITS

- Exhibit A - 3M Fencing priority perimeter map
- Exhibit B - Materials bid tab

PROPOSAL SUBMITTAL REQUIREMENTS

1. **Proposal Form.** Must be signed and submitted with response.

2. **Qualifications.** Briefly explain your company's qualifications to provide the services requested, e.g., years in business, staffing, vehicles to be utilized and experience.
3. **Experience.** Previous documented experience (including photos) constructing/repairing/removing "wildlife friendly" fencing should be provided in this RFP Packet. Experience working in remote or "semi-remote" areas is preferred.
4. **Schedule.** The target start timeframe for this project is the end of September. This project should be completed by mid-December or as weather allows. and specify time requirements or ask respondent to indicate when the Services can begin and when they will end.
5. **Budget/Pricing.** Respondents should provide hourly rates, material cost estimate(s) pursuant to the instructions provided in the Scope of Work.
6. **Familiarity with Eagle County.** Provide a narrative describing familiarity with Eagle County, Pitkin County, and working on conserved landscapes.
7. **References.** Please provide three (3) references from current customers receiving the same or similar service(s). Include name of entity, contact name and telephone number.
8. **Legal Issues.** Are there any lawsuits, federal, state or local tax liens, or any potential claims or liabilities against you, your company or the officers of the company at this time or within the last three years? If so, please explain.
9. **Deliverables.**
 - a. Survey of perimeter boundary for fence alignment and placement purposes.
 - b. Mastication and vegetation management along a suitable corridor for fence construction.
 - c. Perimeter Fencing, with pricing itemized as described in the Scope of Work, including:
 - i. Removal of existing fencing; certain materials and posts may be reused at the discretion of the County based on condition and location.
 - ii. Construction and installation of new fencing in accordance with project specifications and Colorado Parks and Wildlife, *Wildlife Friendly Fencing* standards.
 - d. Installation of new gates at locations determined by Pitkin and Eagle Counties.
10. **Evaluation Criteria.** Proposals will be evaluated based on qualifications and other factors deemed relevant by the Counties, including but not limited to recent

experience with Open Space projects and programs, local knowledge of the region, demonstrated ability to install wildlife-friendly fencing, capability to complete high quality work with limited oversight in semi-remote setting, environmentally responsible practices and best management practices, reputation, capacity to meet schedules and budgets, quality of previous public projects undertaken, familiarity with Eagle and Pitkin County, degree of interest shown and possible consultant team interviews, if conducted. All proposals will be reviewed by Eagle County and Pitkin County and any other review as determined to be necessary. Firms may be asked to supplement their initial proposals with additional written material. The Counties may, in their discretion, short-list firms based upon an evaluation of the written submittals.