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

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

 **REQUEST FOR PROPOSAL #RFP-25-082 COVER SHEET**

Release Date September 3, 2025

Solicitation Number RFP-25-082

Solicitation Title **AMAZON WEB SERVCIES WEBSITE MANAGED SERVICES**

Services to be performed for El Paso County – Digital Strategy and Technology

Responses will be received until 2:00 P.M., MST, Wednesday, October 1, 2025

Electronically through the Rocky Mountain E-Purchasing System

For additional information please contact Matthew Marter, CPPB

 Senior Procurement Specialist

 Email: matthewmarter@elpasoco.com

 Phone: (719) 520-6663

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 Consultant , (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 Consultant in accordance with any terms and conditions set forth in this document, and (4) that the Consultant 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 Consultant 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-25-082** **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 Consultants 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 **Amazon Web Services (AWS) Website Managed Services (“The Project”)**.

There will be El Paso County oversight of the projects.

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

**TERM OF CONTRACT:** The awarded contract(s) is anticipated to commence on *January 1, 2026,* and shall remain in effect through *December 31, 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 a right of the Vendor 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 manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The Vendor 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 Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

The County may consider an adjustment to the pricing structure outside of the option period, if such adjustment would be detrimental to the Vendor. The Vendor 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 Vendor and/or to terminate the contract with the Vendor 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 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 Consultant written notice of such non- appropriation.

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

 September 3, 2025 Release Request for Proposal

 September 12, 2025 @ 2:00 p.m. Deadline for Submitting Questions

October 1, 2025 @ 2:00 p.m. Response Submission Deadline

 October 15, 2025 Issue Notice of Intent to Award

 November 15*, 2025 (estimated) Contract Award*

**EXAMINATION OF SITE AND CONTRACT DOCUMENTS IS RECOMMENDED:** The Consultant 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 Matthew Marter, Senior Procurement Specialist, Contracts & Procurement Division, El Paso County. The Consultant submitting the question(s) shall be responsible for ensuring that the question(s) is received by the date and time listed above in the Schedule of Activities for submitting the question(s).

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

# Logo El Paso County Established 1861 REQUEST FOR PROPOSAL #RFP-25-082 SUMMARY OF WORK / SPECIFICATIONS

El Paso County is soliciting responses from qualified, experienced consultants to provide all labor, materials, and equipment necessary to provide services for the Amazon Web Services Website Managed Services. The material and labor services to be purchased pursuant to this RFP are funded by El Paso County.

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

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

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

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

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

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

# REQUIRED DOCUMENTATION

Failure to provide required information may deem your submittal non-responsive. Submittals must contain, in blue ink, a manual signature of an authorized agent of the Consultant 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. Consultant Information Form
	2. Proprietary / Confidential Statement
	3. Subcontractor list (if applicable)
	4. Exhibit 1 – Exceptions Form
	5. Exhibit 2 – Lobbying Certification
	6. Exhibit 3 – Non-Collusion Affidavit
	7. Exhibit 4 – Minimum Insurance Requirements
	8. Completed and signed Cover Sheet
	9. Addendum(s) Acknowledgement, if applicable
	10. Universal Entity Identifier (UEI) Number
	11. Fee Schedule
	12. Evaluation Criteria Documentation
1. **BACKGROUND / GENERAL INFORMATION**

El Paso County, Colorado (EPC) Digital Strategy and Technology (DST) Department currently operates a suite of digital services hosted on Amazon Web Services (AWS), with public facing and private websites built on WordPress. In addition to AWS-hosted solutions, the County also utilizes a variety of complementary Software as a Service (Saas) platforms to support the websites.

The County’s public facing websites are currently managed jointly by the County’s Digital Strategy and Technology Department, the Communications Department, and the Public Health Department. Additionally, other departments within the County edit their own websites with the oversight of DST, Communications, and/or Public Health.

The County seeks to evaluate qualified vendors capable of delivering comprehensive managed services for cloud infrastructure management (AWS), website platform management (WordPress), WordPress plug-in management, integration management, operational support, strategic planning for platform and infrastructure evolution, website usage reporting, and robust training for stakeholders.

We are particularly interested in consultants who adhere to industry best practices for website performance and accessibility, and who demonstrate strong capabilities in secure and efficient processes for code deployment, patching, and system updates.

1. **OVERVIEW**

El Paso County is home to approximately 750,000 residents, according to 2020 census estimates, making it the most populous county in Colorado. The County is governed by five elected County Commissioners who serve full-time and are responsible for managing the County’s budget and overseeing daily operations. In addition, seven (7) other elected officials serve in key roles: the Assessor, Clerk & Recorder, Coroner, District Attorney (4th Judicial District), Sheriff, Surveyor, and Treasurer. Various other departments are managed by

appointed department heads.

To effectively serve both the public and its diverse organizational needs, El Paso County maintains a robust, scalable digital infrastructure comprising 18 WordPress websites hosted on Amazon Web Services (AWS). This includes 17 public-facing websites and one private intranet. The public websites are configured as a WordPress Multisite Network and are horizontally hosted on AWS. Development and staging environments are also maintained within AWS. Additionally, several vanity domains are used to redirect or forward users to

relevant web pages.

Below is an overview of the web infrastructure, associated cloud services, key technologies, and departmental roles.

**AWS:**

The hosting infrastructure is designed for scalability and performance, leveraging a broad suite of AWS services which includes a mix of long-term reserved and monthly on-demand services. While not exhaustive, the list below covers most of the services currently in use.

* Compute: Elastic Compute Cloud (EC2) standalone and clustered, AWS Elastic Beanstalk (for auto-scaling applications)
* Storage: Simple Storage Service (S3), Amazon Elastic File System (EFS), AWS Backup
* Database: Amazon Aurora, Amazon RDS, AWS Glue
* Networking: Virtual Private Cloud (VPC), Route 53 (DNS), Amazon CloudFront (CDN), AWS Data Transfer
* Load Balancing: Elastic Load Balancer (ELB)
* Auto-scaling: Elastic Beanstalk
* Security: AWS WAF (Web Application Firewall), Security Groups, Identity and Access Management (IAM), AWS GuardDuty, AWS Key Management Service (KMS), AWS Secrets Manager, AWS Directory Service, Identity Federation
* Infrastructure as Code: AWS CloudFormation
* Monitoring, Logging, and Compliance: Amazon CloudWatch, AWS CloudTrail, AWS Config
* Messaging & Notification: Amazon Simple Email Service (SES), Amazon Simple Notification Service (SNS)

**Deployment and Source Control:**

* Code Repository: Beanstalk Git repository
* CI/CD Automation: DeployBot

**WordPress Plugins and Tools:**

The WordPress instances leverage a wide range of plugins and third-party services to enhance performance, security, and usability. The following is not a comprehensive list, but highlights key tools currently in use:

* Accessibility Compliance Monitoring: Siteimprove
* Search: Elastic Site Search Pro
* SEO: Yoast SEO
* Forms & User Interaction: Gravity Forms, WPForms, WP Mail SMTP
* Security & Logging: Wordfence, WP Security Audit Log, MiniOrange (SSO, MFA)
* Media Management: Media Library Plus Pro
* Calendaring: The Events Calendar
* Administration: Advanced Cron Manager, Duplicate Page

**IT Service Management:**

To support governance, operations, and service delivery, El Paso County leverages an enterprise ITSM platform, ServiceNow. This system is used to:

* Track incidents and service requests related to the AWS/WordPress ecosystem
* Enable service catalog requests for updates, new features, or enhancements to County websites

**Roles and Responsibilities:**

The El Paso County WordPress environment is collaboratively managed by the Digital, Strategy, and Technology (DST), the Communications, and Public Health departments, each with clearly defined areas of responsibility:

* DST department – Responsible for overseeing the technical infrastructure, including hosting, server management, AWS services, system integrations, security, and performance optimization. DST also manages the CI/CD pipeline, deployment automation, and the resolution of infrastructure-related incidents. As part of its operational role, DST evaluates incoming technical requests and incidents, triages them based on urgency and scope, and assigns them to the appropriate team or resource for resolution. In addition, DST provides training and support to departments and users involved in site editing and content management
* Communications Department – Leads content governance and user engagement strategy for the elpasoco.com websites. Responsibilities include branding, messaging, accessibility compliance, editorial standards, and editor training. The department also provides guidance and supports distributed site editors across other departments to ensure branding and accessibility standards are met
* Public Health Department – Oversees the content governance and daily operations of the www.elpasocountyhealth.org website. This includes site design, messaging, branding, and user engagement specific to public health initiatives. The department is also directly responsible for content creation and updates
* Site Editors – Located throughout various departments, these users are tasked with day-to-day content creation and updates for their respective Office or Department. They work under the guidance of the Communications department

This approach ensures technical reliability, content quality, and strategic alignment across all County-managed websites, supporting both internal operations and community-facing communication.

**Summary:**

The El Paso County AWS/WordPress ecosystem is a highly scalable, secure, and well-integrated environment, designed to serve both public constituents and internal County stakeholders. By leveraging AWS cloud-native services, WordPress multisite architecture, enterprise ITSM, and collaboration between departments, the County ensures a future-ready platform that meets evolving digital needs.

1. **GOALS**

The goal of this Request for Proposal (RFP) is to identify and engage a qualified managed services provider capable of supporting the ongoing stability, security, and scalability of El Paso County’s AWS and WordPress digital ecosystem. The selected vendor will operate in close coordination with the County’s Digital, Strategy, and Technology (DST) Department, and will support the Communications and Public Health departments in executing content governance, accessibility compliance, and stakeholder training.

* Demonstrates expertise in enterprise-grade website management and AWS infrastructure services
* Aligns with industry best practices for performance, uptime, and accessibility
* Contributes to a sustainable digital service delivery model through consultation, collaboration, and knowledge transfer
* Supports the County’s commitment to accessibility, user engagement, and data driven decision-making
* Enhances internal capabilities while serving as a strategic and operational extension of County IT and Communications resources
1. **SCOPE OF WORK**

The Vendor shall provide comprehensive support, maintenance, training, and strategic consultation for El Paso County’s WordPress websites hosted on Amazon Web Services (AWS). Services must be delivered under the direction of the County’s Digital, Strategy, and Technology (DST) Department, and in support of the Communications and Public Health Departments.

**System Availability, Performance, and Monitoring:**

* The Vendor shall maintain a resilient, scalable AWS hosting environment for all County WordPress websites
* The Vendor shall proactively tune and optimize hosting configuration for performance and cost efficiency
* The Vendor shall implement 24/7 uptime monitoring, alerting mechanisms, and performance SLAs

**Security, Compliance, and Incident Response:**

* The Vendor shall implement and manage security controls for AWS and WordPress, including patching, firewalling, and intrusion detection systems
* The Vendor shall conduct regular vulnerability assessments and coordinate with DST for security audits and remediation
* The Vendor shall collaborate with DST and the County Cybersecurity Office to ensure data protection and breach response readiness
* The Vendor shall report critical vulnerabilities within 30 calendar days
* The Vendor shall work with County Cybersecurity to identify and resolve any areas where additional security is needed
* The Vendor shall notify County immediately if it suspects or confirms a security or data protection breach and the parties will collaboratively work to evaluate the breach, identify risks, create a remediation plan, and execute said plan
* The Vendor shall support the use of Single Sign-On (SSO) and Multi-Factor Authentication (MFA) using the County’s identity management platform

**Maintenance and Technical Support:**

* The Vendor shall provide ongoing maintenance of AWS infrastructure, WordPress core, plugins, themes, and associated services
* The Vendor shall conduct patching and security updates on a cadence of at least once per month and provide applicable reports
* The Vendor shall perform routine maintenance, including backups, logging, updates, plugin upgrades, and platform patching
* The Vendor shall be responsible for the operational troubleshooting and support of the AWS instance services required for WordPress ecosystem
* The Vendor shall be responsible for maintenance, support restoration, and update of
* County WordPress websites and/or web properties. A representative non-exhaustive list of sites to manage is contained herein as Appendix A
* The Vendor shall respond to incidents and service requests in accordance with the County’s ITSM priority matrix (Severity 1–4) contained herein as Appendix B. This includes timely response to service requests and incidents to ensure optimal performance, security, and minimal service disruptions or outages
* The Vendor shall provide support Monday through Friday from 8 AM to 5 PM Mountain Time, excluding official County holidays. After hours support may occasionally be required in an emergency situation
* The Vendor shall utilize County’s ITSM platform to track and report on all support tickets
* The Vendor shall provide a maintenance plan outlining the process of ongoing maintenance and best practices
* The Vendor shall support County employee business users in the maintenance of website content including the creation, management, and archive of website content through the use of standard WordPress editing tools

**Content Governance and Accessibility Support:**

* The Vendor shall provide backend support to the Communications Department in their role as site content governance lead for elpasoco.com websites, and to the Public Health Department for elpasocountyhealth.org
* The Vendor shall collaborate with the Communications and Public Health teams to support content governance structures
* The Vendor shall ensure that all content editing, including the application of themes, templates, and structural elements, complies with applicable federal, state, and local regulations. This includes adherence to the Web Content Accessibility Guidelines (WCAG), the Americans with Disabilities Act (ADA), Colorado House Bill 21-1110, and Senate Bill 23-244. All visual and structural design components must promote consistency, usability, and accessibility across digital platforms to accommodate individuals with disabilities
* The Vendor shall ensure proper implementation and use of tools such as Siteimprove to maintain ongoing accessibility compliance
* The Vendor shall support El Paso County’s accessibility goals by addressing issues identified through the County’s accessibility monitoring platform, Siteimprove
* The Vendor shall resolve accessibility issues assigned through ServiceNow, based on the direction and prioritization provided by DST or other designated stakeholders
* The Vendor Shall document remediation efforts and resolved issues within ServiceNow or other reporting mechanisms, as directed
* The Vendor shall regularly review Siteimprove dashboards and begin remediation of newly detected issues with DST approval

**Development and Application Support:**

* The Vendor shall provide custom code development and support for enhancements to the County’s websites and related digital platforms
* The Vendor shall design, implement, and maintain custom WordPress functionality, including plugins, modules, templates, and theme modifications, in alignment with County requirements
* The Vendor shall assist with debugging, performance tuning, and refactoring of legacy code as needed to maintain system efficiency and stability
* The Vendor shall provide technical support for frontend and backend development tasks, including HTML, CSS, JavaScript, PHP, and other technologies utilized within the County’s digital ecosystem
* The Vendor shall assess, modernize, and upgrade legacy websites and web applications to align with current standards for security, accessibility, performance, and user experience. This includes migrating outdated platforms or frameworks, improving mobile responsiveness, and ensuring compatibility with modern browsers and devices

**DevOps and CI/CD Support:**

* The Vendor shall maintain and continuously enhance the County’s continuous integration and continuous deployment (CI/CD) pipeline, which leverages DeployBot and Beanstalk, to ensure efficient, reliable, and secure deployment processes
* The Vendor shall support version control, staging environments, rollback procedures, and automated testing workflows where app
* The Vendor shall facilitate secure publishing workflows and editorial roles through backend configurations, user permissions, and guidance

**Integration and Interoperability:**

* Maintain and enhance third-party integrations, custom APIs, and domain forwarding configurations
* Use the County’s Identity Management Platform for Single Sign-On (SSO) and Multi-Factor Authentication (MFA) authentication
* The Vendor shall support new and existing integrations with third-party platforms and services
* The Vendor shall expand and improve interoperability with external platforms as needed

**Training and Education:**

* The Vendor shall design the Web Content Management Quarterly Education Program. The program should proactively decrease the number of user requests for routine content management and site administration tasks by increasing user and administrator knowledge of available tools, techniques, trends, and tactics
* The Vendor shall plan, organize and conduct a quarterly Web Content Management education workshop or upon prior approval will create on-demand resources on topics related to the effective use, administration, and ownership of County web content platforms for internal DST users as well as other County users
* The Vendor shall tailor training content to specific County audiences, including technical staff and content editors
* At a minimum, the Content Management Education Program will include a 1-hour workshop on
	+ How to be successful creating, editing and managing content in WordPress and cybersecurity. The target audience for this session is new or infrequent County content management users
	+ How to be successful using Siteimprove, ADA compliance, and accessibility best practices. The target audience for this session is new or infrequent County content management users, internal County technical staff, and Office/Department power users
	+ How to be successful monitoring and administering County content management systems. The target audience for this session is internal County technical staff and/or Office/Department power users
* Workshops may be held via a Webinar, at the DST building training room, or other County locations convenient for the target audience of a specific workshop
* The Vendor shall provide additional workshops as needed to address technology updates, emerging trends, or changes in best practices, ensuring that stakeholders remain informed and adequately trained
* The Vendor is responsible for development and delivery of course content, training methods, training materials, and any software or training systems required to deliver the workshop
* The Vendor shall recommend targeted training and guidance when recurring or preventable issues related to general content editing or accessibility are attributed to editor practices. Recommendations may include focused training sessions, practical job aids, or updates to existing instructional materials to support editors in resolving current issues and preventing future occurrences

**Strategic Planning and Consultation:**

* The Vendor shall participate in biannual strategic planning sessions. The strategic planning sessions will be limited to two (2) hours each, with agendas prepared by County staff. The Vendor is strongly encouraged to contribute topics and insights for discussion
* The Vendor shall serve as a strategic advisor and shall advise the County on emerging AWS technologies and evolving best practices in digital government
* The Vendor shall provide technical leadership for new site rollouts and infrastructure scaling
* The Vendor shall advise DST on future architecture improvements for resource optimization and shall offer technical consultation and strategic input for website improvements, modernization, optimization, and scalability
* The Vendor shall collaborate with County stakeholders, including DST, Communications, and Public Health, to inform of future platform enhancements and contribute to the County's ongoing digital transformation
* The Vendor shall assist with roadmap development, technology assessments, and the evaluation of emerging tools and trends relevant to public sector web environments
* The Vendor is expected to operate in close coordination with the DST Department, serving as an extension of internal IT resources, and to act as a technical support arm for both the Communications and Public Health departments. This model ensures the Vendor complements County expertise while empowering non-technical stakeholders to effectively manage public content and digital services
* Together, The County and Vendor will identify an effective means to communicate issues and provide requested reports
* The Vendor shall provide remote and limited on-site support
* The Vendor shall interact with the collective team to support web Software/Applications and user requests from inception through testing and promotion to production web environment
* Project Classification and SOW Process: Any individual requests, or set of requests, comprising a single deliverable such as creation of a new website, migration of a website, development of custom WordPress functionality, complex forms or similar requests that are estimated by the Vendor to exceed 20 hours of effort shall be deemed a “PROJECT”. A separate SOW will be written for the “PROJECT” scope and align with the optional value added services listed in this scope statement
* Security and Data Protection: Logistical protection of County assets, programs, and data using reasonable and best practice IT industry guidelines and standards. With the direction of the County Cybersecurity office, Vendor will collaborate with County to maintain a security and data protection plan, including a communication plan in case of a potential breach
* Provider Guarantee: Vendor guarantees the performance of work commissioned under this agreement and supporting Service Level Agreements
* Data Ownership: The County retains ownership of all data that is not unique to Vendor operations and retains exclusive rights to intellectual property created as a result of work performed for this agreement. All draft, interim, prototype, and production electronic products created as a result of this agreement shall be considered “Works Made for Hire” under US copyright law. As such, County is considered the legal author of resulting work products unless both Vendor and County sign a written agreement to the contrary. All County data must be returned to County upon written request or termination of the agreement in a medium/format specified by County
* Confidentiality: The Vendor will treat County website elements, including data, images, code, and written copy, as confidential and proprietary. Freedom of information or open records requests for confidential and proprietary County web elements will be referred to the County point of contact, who will follow internal County guidelines for release of requested information
* Agreement Assignment: County reserves the right to written approval of any assignment of Vendor responsibilities to a successor or third party. If such assignment is approved, Vendor shall remain liable for the performance of its obligations under this agreement

**Optional Value Added Services:**

* Development of cross-platform mobile applications (iOS and Android) that interface with County web services or data systems
* Development of advanced custom features and modules for WordPress sites
* API design and integration with internal and external systems
* UX/UI design support for web and mobile solutions

**Deliverables Summary:**

* The Vendor shall deliver a maintenance and support plan outlining the process of ongoing maintenance and best practices
* The Vendor shall submit monthly patching and vulnerability reports
* The Vendor shall deliver quarterly education program, workshops, and materials
* The Vendor shall provide strategic planning session reports
* The Vendor shall provide monthly analytics and activity reports
* The Vendor shall maintain accessibility remediation logs
* The Vendor shall summarize incident responses in accordance with ITSM protocols
* The Vendor shall provide itemized monthly invoices that clearly break down services rendered to the appropriate support item hours

**Out of Scope:**

* Improvements to County network, Administration of On-Premise County servers, operating systems, and/or databases, maintenance of third party sites such as NeoGov and Spatialest are excluded

**Timeline:**

* Vendor and County will establish and agree upon exact timeline/schedule for deliverables together

**Appendix A: Site URLs and General Metrics:**

COUNTY AWS WordPress Websites:

A non-exhaustive list of El Paso COUNTY sites to support:

* Home Page: <https://elpasoco.com>
* Administration: <https://admin.elpasoco.com>
* Assessor: <https://assessor.elpasoco.com>
* Board of County Commissioners: <https://bocc.elpasoco.com>
* Clerk and Recorder: <https://clerkandrecorder.elpasoco.com>
* Community Services: <https://communityservices.elpasoco.com>
* County Attorney: <https://countyattorney.elpasoco.com>
* Coroner: <https://coroner.elpasoco.com>
* Justice Services: <https://justiceservices.elpasoco.com>
* Department of Human Services: <https://humanservices.elpasoco.com>
* Planning and Development: <https://planningdevelopment.elpasoco.com>
* Public Works: <https://publicworks.elpasoco.com>
* Retirement Plan: <https://retirement.elpasoco.com>
* Surveyor: <https://surveyor.elpasoco.com>
* Treasurer: <https://treasurer.elpasoco.com>
* Veteran Services: <https://veterans.elpasoco.com>
* Public Health: <https://www.elpasocountyhealth.org>
* \*Employee Portal: <https://employee.elpasoco.com> (\*Indicates Private Intranet Site)

**Appendix B: ITSM Priority Matrix**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Severity** | **Impact** | **Examples** | **Response Time** | **Pre-Approved Triage Time** |
| 1 - Critical | Unable to perform core functionality in production system and no workarounds exist | County’s public-facing website is completely down or unreachable. | 2 hours | 8 hours |
| 2 - High | Unable to perform core functionality in production system but workarounds available | Major plugin failure that disrupts key services (e.g., Yoast SEO or Gravity Forms). | 8 business hours | N/A |
| 3 - Moderate | Unable to perform non-essential functionality in production system | Media uploads not working for one site or user. | 24 business hours | N/A |
| 4 - Low | Scheduled maintenance tasks; enhancement requests | Typos, style changes, or visual tweaks requested by content owners. | 24 business hours | N/A |

Mandatory Offeror Qualifications:

* Be in the normal business of and be capable of providing the services requested at scale and have provided the same for comparably sized organizations
* Have provided such goods and services at scale for a minimum of five (5) years for comparably sized organizations
* Provide references to substantiate their capabilities and prior customer satisfaction with their goods and services for comparably sized organizations
* Have resources local to the United States to prevent El Paso County from incurring undue travel related costs related to onsite activities
* Personnel Security. All solution provider personnel who have any access to the County’s systems, data, or hosted solution instance must have successfully undergone a background check for trustworthiness and suitability for access to the data

**Service Requirements:**

* There are currently four (4) categories of task level requests
	+ Severity 1 – Critical
		- Impact: Unable to perform core functionality in the production system and no workarounds exist
		- Example: County’s public-facing website is completely down or unreachable
		- Response Time: 2 hours
		- Pre-Approved Triage Time: 8 hours
	+ Severity 2 – High
		- Impact: Unable to perform core functionality in production, but workarounds are available
		- Example: Major plugin failure that disrupts key services (e.g., Yoast SEO or Gravity Forms)
		- Response Time: 8 business hours
		- Pre-Approved Triage Time: N/A
	+ Severity 3 – Moderate
		- Impact: Unable to perform non-essential functionality in production
		- Example: Media uploads not working for one site or user
		- Response Time: 24 business hours
		- Pre-Approved Triage Time: N/A
	+ Severity 4 – Low
		- Impact: Scheduled maintenance tasks or enhancement requests
		- Example: Typos, style changes, or visual tweaks requested by content owners
		- Response Time: 24 business hours
		- Pre-Approved Triage Time: N/A

Protocols and specifics will be reviewed with the selected vendor.

* The vendor will designate a dedicated point of contact to oversee and manage the relationship on their behalf
1. **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**.

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

**Technical Capability – 30%**

* Approach to managing, securing, and scaling cloud-hosted CMS environments
* Methodology for maintenance, monitoring, performance optimization, and security controls
* Ability to support content governance, accessibility compliance, and user training
* Proposed processes and best practices for deployment, incident response, and continuous improvement

 **Past Performance – 20%**

* Submission of up to three (3) relevant projects of similar scope
* Demonstrated success in delivering stable, secure, and scalable digital environments for comparable organizations
* Documented outcomes or performance metrics from past engagements

 **Team Qualifications – 15%**

* Resumes of proposed project staff, including the qualifications, certifications, and relevant experience of the Project Manager, technical leads, and key support personnel
* Organizational chart showing roles, responsibilities, and reporting structure

 **References – 10%**

* Minimum of three (3) professional references with current contact information
* Relevance of references to projects of similar size, scope, and complexity
* Strength of feedback regarding performance, reliability, and collaboration

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

**Pricing – 25%**

* Completeness and transparency of pricing proposal, including all fees and rates
* Competitiveness of pricing relative to the scope of services
* Cost control strategies that demonstrate scalability and long-term value

# RESPONSE FORMAT

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

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

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

Submittals should be prepared simply and economically providing a straightforward, concise description of the Consultant’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 Consultant 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-25-082 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, Consultants must address the following information, numbered to directly correspond with the number of the Table of Contents section of the submitted Response. The County reserves the right to reject submittals that do not follow the required format. Include concise, complete information which will demonstrate that your firm is uniquely qualified to provide the products and services specified in this Solicitation.

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

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

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# Logo El Paso County Established 1861 REQUEST FOR PROPOSAL #RFP-25-082 FEE SCHEDULE

**Fee Schedule**: **SUBMIT IN A SEPERATE SEALED ENVELOPE VIA BIDNET:** The fee schedule detailing all rates for the services detailed in the scope of work shall be provided as a separate document in a digital sealed envelope through Bidnet, independent of the technical proposal. The fee schedules will not be open until all technical evaluations have been completed and proposals have been ranked.

# Logo El Paso County Established 1861 REQUEST FOR PROPOSAL #RFP-25-082 SPECIAL TERMS AND CONDITIONS

1. **METHOD OF AWARD BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE: It** is the intent of the County to award this Solicitation to the Vendor who receives the highest score when the Responses submitted by interested Vendors are reviewed by the County's Response Evaluation Committee. For this Solicitation, the Evaluation Committee will score Responses based on the following criteria listed in no order of importance:
* Technical Capability (30%)
* Pricing (25%)
* Past Performance (20%)
* Team Qualifications (15%)
* References (10%)

A more detailed description of these criteria can be found on Pages 14-15 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 Consultant, risk, and incentives.

If it is in the best interest of the County, the Evaluation Committee may invite a limited number of Consultants who received the highest scores during the written phase to provide an oral presentation and discussion. The number of Consultants 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 Consultants 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 Consultants. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.

1. **PRICE OFFERS SHALL BE FIXED AND FIRM:** The prices offered by the Consultant shall remain fixed and firm for each task order. No changes in the Response shall be allowed after the date and time of the Solicitation opening due to an error by the Consultant. Responses may not be withdrawn after the time and date set for the Solicitation opening for a period of ninety calendar days.
2. **POST INTENT TO AWARD MEETING:** The Consultant 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.
3. **CJIS BACKGROUND CHECK:** Vendor and all subcontractors must submit to a CJIS Background Check prior to entering certain facilities. The Vendor shall submit a list of all employees, within two (2) days of Notice to Proceed or Notice of Award or within fourteen (14) days prior to appearance on the work site to include full name, date of birth, social security number, and driver’s license number for background check. Any record indicating felony violations, questionable character or possible security risk shall be just cause for denial of access for that person to the facility. Final approval of employees’ list shall be at the sole discretion of the County and shall not be cause for additional payment.
4. **COMPETENCY OF CONSULTANTS - MINIMUM FIVE (5) YEARS OF EXPERIENCE AND OPERATIONAL REQUIREMENTS:** Bids will only be considered from Consultants which have been engaged in the business of performing the Work as described in this Solicitation. Consultants must be able to produce evidence that they have an established satisfactory record of performance for a minimum of two (2) years and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the County.

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

* + - Managing, securing, and scaling AWS-hosted WordPress environments
		- Designing, implementing, and maintaining WordPress sites and related integrations
		- Implementing security controls for AWS and WordPress, including patching, firewalling, vulnerability remediation, and secure code deployment
		- Supporting content governance, accessibility compliance, and training

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

1. **QUALIFICATIONS OF CONSULTANT:** The County may make such investigations as deemed necessary to determine the ability of the Consultant to perform the work, and the Consultant 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 Consultant fails to satisfy the County that such Consultant is properly qualified to carry out the obligations of the Solicitation and to complete the work contemplated therein. Conditional Responses will not be accepted.
2. **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 Consultant to perform work outlined in this solicitation. If the County has terminated a contract with the Consultant within the past three (3) years, the Consultant 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 Consultant

fails to satisfy the County that such Consultant 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. **REPRESENTATIVE SHALL BE SUPPLIED BY VENDOR:** The successful Vendor shall employ a dedicated competent representative who shall be the primary contact for the Vendor and all communications given to, and all decisions made by the representative shall be binding to the Vendor. The County prefers the representative operate out of a local office within the Denver Metro area. Notwithstanding, the representative 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. This dedicated representative shall be responsible for scheduling a bi-annual meeting with the El Paso County Finance Department to discuss the County’s accounts. In addition, the representative shall be responsible for informing the Finance Department of any changes, updates, etc. that would affect the County’s accounts. The successful Vendor will assign a competent backup representative to the County’s account as well.
2. **CONFLICTS WITHIN THE CONTRACT DOCUMENTS:** In the event that conflicts exist within the Contract Documents, the policies stated in the following paragraphs shall govern: A. Project Special Provisions (PSP) shall supersede Construction Plans (Plans), and Plans shall supersede SOQ Specifications (Specifications). B. Addenda shall supersede all other Contract Documents to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

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

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

1. **CONSIGNMENT OF CONTRACT NOT ALLOWED:** No part of this contract can be consigned to another Consultant.
2. **SUBCONTRACTOR OF WORK SHALL BE IDENTIFIED:** As part of its Response, the Consultant shall be required to identify any and all subcontractors that will be used in the performance of the contract resulting from this Solicitation. The Consultant 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. **SOFTWARE AND/ OR SYSTEM APPROVAL BY THE COUNTY:** The successful Consultant is required to receive approval by the County prior to any software or other system being installed, or revised, or replaced, etc. by the Consultant. The purpose of the approval is to evaluate the software or system and its intended placement and structure within the County’s system as well as to ensure the continued inner workings of the County’s system. The Consultant shall provide reasonable notice to the County prior to the scheduling of the installation of any such software or other system to provide the County a reasonable time frame to review and issue an approval and/ or to request variations. The County reserves the right to require modifications to the software or other system if such modifications are necessary in order to bring the system into compliance with the Specifications, best business practices, and/ or the Consultant's Response. Failure to comply with this requirement may result in the Consultant being charged for the departments time to correct the system and/ or any Consultant that may be hired to make the necessary adjustments
4. **LICENSES REQUIRED FOR SERVICES:** Professional Consultants performing services in/for the County must show that they have been duly licensed by the municipality where the work is being performed, if required by that municipality, prior to being awarded a contract by the County.
5. **LABOR, MATERIALS AND EQUIPMENT TO BE SUPPLIED BY THE CONSULTANT:** Unless otherwise provided in this Solicitation, the Consultant 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.
6. **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 Consultant. This option, if exercised, is the prerogative of the County and shall be honored by the Consultant as a condition of contract award.
7. **ACCIDENT PREVENTION:** The Consultant shall be required to take safety precautions in an effort to protect persons and property. All Consultants, Consultants 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 Consultant which is responsible for same.
8. **DEFICIENCIES IN WORK TO BE CORRECTED BY CONSULTANT:** The successful Consultant 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 Consultant by the County's Project Manager. The Consultant shall bear all costs of correcting such rejected work. If the Consultant fails to correct the work within the period specified in this Solicitation, the County reserves the right to place the Consultant in default of its contractual obligations, obtain the services of another Consultant and charge the Consultant for these costs, either through a deduction from

the final payment over to the Consultant or through invoicing.

1. **COMPLETION OF WORK**: The Consultant shall adhere to the timeline and milestones provided in its Response in which it will commit to perform the work and/or service. All work shall be performed in accordance with good commercial practice and the timeline and milestones shall be adhered to by the successful Consultant, except in such cases where the timeline will be delayed due to acts of God, strikes, or other causes beyond the control of the Consultant. In these cases, the Consultant shall notify the County of the delays in advance of the original timeline so that a revised timeline can be negotiated. Should the Consultant to whom the contract is awarded fail to complete the work within the timeline as stated in its Response or as subsequently approved, it is hereby agreed and understood that the County reserves the right to cancel the contract with the Consultant and to secure the services of another Consultant to complete the work. If the County exercises this right, the County shall be responsible for reimbursing the Consultant for work which was completed and found acceptable to the County in accordance with the Specifications. In addition, the County may, at its sole discretion, request payment from the Consultant, through an invoice or credit memo, for any additional costs over and beyond the original price which were incurred by the County as a result of having to secure the services of another Consultant.
2. **METHOD OF PAYMENT:** The successful Consultants shall submit monthly invoices. These invoices shall be submitted to the County's Project Manager.
3. **SALES TAX:** The County is exempt from paying State or Local Sales Taxes. Consultants 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.
4. **INDEMNIFICATION:** Indemnification – General. The Consultant 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 Consultant, its employees, agents or subcontractor, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant for the portion of the judgment attributable to such act, omission or other fault of the County, Board of County Commissioners, officials, officers, directors, agents and employees.

1. **FEDERAL STANDARDS COMPLIANCE:** All services to be purchased in conjunction with this Solicitation shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).
2. **EQUAL OPPORTUNITY:** El Paso County intends and expects that the contracting processes of the County and its Consultants provide equal opportunity without regard to gender, race, creed, ethnicity, religion, age, sex, national origin, or disability and that its Consultants make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as subcontractor, Contractor's, or otherwise. Accordingly, the Consultant 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 Consultant 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 Consultant shall maintain records demonstrating its compliance with this article and shall make such records available to the County upon the County’s request.
3. **LIMITATIONS OF EXCLUSIVE CONTRACT:** Although the purpose of this Solicitation is to secure a contract that can satisfy the total needs of the County, it is hereby agreed and understood that this Solicitation does not constitute the exclusive rights of the successful Vendor(s) to receive all orders that may be generated by the County in conjunction with this Solicitation. Accordingly, the County reserves the right to either seek a separate Offer for any order or project.
4. **LIMITED CONTRACT EXTENSION TO MAINTAIN SERVICE LEVELS:** It is hereby agreed and understood that the awarded contract may be extended for an additional thirty-day transitional period after the contract is scheduled for termination and after any option years have been exercised. During this transitional period, the Vendor agrees to continue the same or a reduced level of service to the County at the same prices while a new contract, also in force, is being mobilized. If the Vendor is supplying equipment in conjunction with the awarded contract, the Vendor agrees to retain its equipment at the designated County premise(s) for an additional thirty calendar days after the termination of the contract, at which time the equipment shall be removed from the premise(s). The Vendor shall be allowed to invoice the County for this additional period on a pro-rated basis.
5. **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 Consultant. 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 Consultant as a result of this Solicitation.
6. **CONFIDENTIALITY:** Responses to this Solicitation are considered to be working documents while they are under consideration and, as such, are not subject to official bid openings. In consideration of this Invitation for Bids that is cost driven, the only information that will be released is the names of the respondents, the total cost of the bids, and the apparent responsible, responsive Consultant. 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 Consultant’s Response shall be identified as such. Should the County receive a request for the release of any information in the Consultant’s Response identified as confidential in accordance with the open records law, the County will notify the Consultant of the request and will exercise best efforts in assisting the Consultant 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 Consultant or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. In the event that any gratuities or kickbacks are offered or tendered to any El Paso County employee, the bid shall be disqualified and shall not be reinstated.

1. **BUDGET:** Budget will not be disclosed.
2. **LOGOS:** The County logo is trademarked and property solely of El Paso County. Consultants 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-25-082** **GENERAL TERMS AND CONDITIONS**

1. **APPLICABILITY.** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as “Offers” and/or “Responses”) made to PPRTA Pikes Peak Rural Transit Authority (hereinafter referred to as “PPRTA”), El Paso County (hereinafter referred to as "County") by all prospective suppliers (herein after referred to as "Consultants") 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.** Consultants are required to submit their Offers in accordance with the following expressed conditions:
		1. Consultants 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 Consultant 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 Consultant.
		2. Consultants 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. Consultants 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 Consultant’s Offer, it shall be construed that the Consultant’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 Consultants provide equal opportunity without regard to race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law. Accordingly, the Consultant 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. Consultants 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 Consultant claiming an exemption must identify the specific provision of the Open Records Act that provides an exemption from disclosure for each item that the Consultant claims is not subject to disclosure and must submit an additional bound copy of the Response with each exempt item clearly redacted. Any Consultant claiming an exemption must also state in its Response that the Consultant 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 Consultant 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 Consultant contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Consultant 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 Consultant submitting the request shall be responsible for ensuring that the request is received by the County’s buyer by the date and time listed in the Schedule of Activities for submitting question(s) or as stated in the Special Terms and Conditions.

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

The County shall issue a written addendum if substantial changes which impact the submission of Offers are required. Addenda will be posted on the Rocky Mountain E- Purchasing System web site ([http://www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com/)) as well as El Paso County web site (http://www.elpasoco.com). Consultants 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 Consultant 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. Consultants 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 Consultant in conjunction with this contract will, however, be subject to applicable state and local sales taxes. These taxes shall be borne by the Consultant. Under no circumstances shall Consultant be authorized to use the County’s tax exemption number in acquiring such materials.
		2. The Consultant, 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 Consultant 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 Consultants are hereby placed on notice that any and all Consultant 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 Consultant 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 Consultant must be initialed **in blue ink** by the authorized agent of the Consultant.
		3. Offers must contain, in blue ink, a manual signature of an authorized agent of the Consultant 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 Consultant’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 Consultant 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 Consultant. 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 Consultant ’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 Consultant is submitting its Offer. The Consultant 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 Consultant’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 Consultant during this ninety-day period, the County may, at its option, suspend the Consultant from the bid list and may not accept any Offer from the Consultant 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 Consultants;
		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 Consultant misstates or conceals any material fact in its Offer;
		2. The Consultant’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 Consultant through an authorized signature on the Specification’s Cover Sheet.

# Elimination from Consideration

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

# CONTRACTUAL OBLIGATIONS

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

# TERMINATION OF CONTRACT

* 1. **Failure to perform.** The County may, by written notice to the successful Consultant, terminate the contract if the Consultant 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. **CONSULTANT**

#  REQUEST FOR PROPOSAL #RFP-25-082 CONSULTANT INFORMATION

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

🞏 Governmental Agency 🞏 Sole Proprietorship

🞏 Individual 🞏 Other

🞏 Non-Profit

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

🞏 Distributor 🞏 Service Provider

🞏 Jobber 🞏 Subcontractor (trades)

🞏 Manufacturer 🞏 Wholesaler

🞏 Prime Contractor (trades) 🞏 Other

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

Name/Title

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

🞏 Office Building 🞏 Warehouse

🞏 Office Complex 🞏 Other

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

Years in Present Position Years of Industry Experience

* 1. Name/Position Year Hired

Years in Present Position Years of Industry Experience

* 1. Name/Position Year Hired

Years in Present Position Years of Industry Experience

* 1. Name/Position Year Hired

Years in Present Position Years of Industry Experience

* 1. Name/Position Year Hired

Years in Present Position Years of Industry Experience

1. **RELEVANT PROJECTS AND REFERENCES**

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

* 1. Project Name Project Location

LineProject Scope

Services provided by Bidder

Percentage of work by Bidder Project Timeline Contract Amount

Company Name Contact/Title

Address City/State /Zip

Telephone Email

* 1. Project Name Project Location

Project Scope

Services provided by Bidder

Percentage of work by Bidder Project Timeline Contract Amount

Company Name Contact/Title

Address City/State /Zip

Telephone Email

**RELEVANT PROJECTS AND REFERENCES (CONTINUED)**

* 1. Project Name Project Location

Project Scope

Services provided by Bidder

Percentage of work by Bidder Project Timeline Contract Amount

Company Name Contact/Title

Address City/State /Zip

Telephone Email

* 1. Project Name Project Location

Project Scope

Services provided by Bidder

Percentage of work by Bidder Project Timeline Contract Amount

Company Name Contact/Title

Address City/State /Zip

Telephone Email

* 1. Project Name Project Location

Project Scope

Services provided by Bidder

Percentage of work by Bidder Project Timeline Contract Amount

Company Name Contact/Title

Address City/State /Zip

Telephone Email

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

🞏 Yes 🞏 No

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

🞏 Yes 🞏 No

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

🞏 Yes 🞏 No

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

🞏 Yes 🞏 No

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. **Certification.** The undersigned hereby affirms (1) that he/she is a duly authorized agent of the Consultant 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 Consultant ’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-25-082 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-25-082 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-25-082 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

Matthew Marter, Senior Procurement Specialist

RFP-25-082; AMAZON WEB SERVICES WEBSITE MANAGED SERVICES

matthewmarter@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-25-082 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 Consultant 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***

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

* Signed Cover Sheet from this Solicitation
* Consultant Information Form
* Proprietary / Confidential Statement
* Signed copies of any addenda issued regarding this Solicitation
* Exhibit 1, 2, 3, 4
* Fee Schedule
* Details of the Consultant’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.

# Consultant ’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 Consultant(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 Consultant. 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 Consultant 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-25-082** **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 Consultants 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. Consultants 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-25-082 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-25-082**

**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 Consultant 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-25-082** **EXHIBIT 4 – MINIMUM INSURANCE REQUIREMENTS**

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

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

1. The certificate of insurance provided by the Consultant shall be completed by the Consultant '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 and

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 Consultant to notify the El Paso County's Contracts and Procurement Division, 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 Consultant 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 Consultant to the County upon demand, or the County may offset the cost of the premiums against any monies due to Consultant 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 Four Hundred Twenty-Four Thousand Dollars ($424,000) per person, and One Million One Hundred Ninety-Five Thousand Dollars ($1,195,000) 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 and Board of County Commissioners 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 Consultant 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 El Paso County's Contracts and Procurement Division prior to the inception of any work by subcontractor.

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

(Name of Company)

(Signature) (Date)

# ATTACHMENT A

**INSURANCE CHECKLIST**

**SOLICITATION NUMBER:** **RFP-25-082**

**TITLE OF SOLICITATION: Amazon Web Services Website Managed Services**

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

|  |  |  |
| --- | --- | --- |
| **Insurance Item:** | **Required** | **Waived** |
| Consultant shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified belowat 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 Consultant or Subcontractor employees acting within the course and scope of their employment.Employers’ Liability with minimum limits as follows: $1,000,000 bodily injury for each accident, $1,000,000 each employee for disease, $1,000,000 disease aggregate. **Coverage shall include a Waiver of Subrogation in favor of El Paso County and Board of County Commissioners.** | **X** |  |
| **Commercial General Liability:** Commercial general liability insurance covering premises operations, fire damage, independent consultants, 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. **Coverage shall include** **Additional Insured Endorsement and a Waiver of Subrogation in favor of El Paso County and Board of County Commissioners.** | **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. **Coverage shall include Additional Insured Endorsement and a Waiver of Subrogation in favor of El Paso County and Board of County Commissioners.** | **X** |  |
| **Subrogation Waiver:** **(When required)** Consultant in relation to this contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against the Board of County Commissioners, El Paso County, its agencies, institutions, organizations, officers, agents, employees, and volunteers. | **X** |  |
| **Garagekeepers Coverage:** Garagekeepers coverage for loss to vehicles in the Consultants custody for servicing or storage with a minimum limit of $500,000 for each loss. **Coverage shall list El Paso County and Board of County Commissioners as a loss payee.** |  | **X** |
| **Umbrella Liability Insurance**: Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Consultant’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. **Coverage shall include Additional Insured Endorsement and a Waiver of Subrogation in favor of El Paso County and Board of County Commissioners.** | **X** |  |
| **Cyber Liability:** If Consultant’s scope of work will include access to Protected Information/Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, Consultant 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 Consultant’s scope of work includes any pollution liability exposure, Consultant 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 a limit of liability no less than $1,000,000 each occurrence and aggregate. **Coverage shall include Additional Insured Endorsement in favor of El Paso County and Board of County Commissioners.** |  | **X** |
| **Malpractice Insurance:** Professionals to include: physicians, nurses, psychologists, etc. If Consultant’s scope of work includes the performance of professional services providing healthcare or mental health services, Consultant shall provide and maintain, for the statute of repose, Malpractice insurance covering any damages or allegations of negligence, error, or omissions in performance of the professional services with minimum limits as follows: $1,000,000 each claim; and $2,000,000 general aggregate. **Coverage shall include Additional Insured Endorsement and a Waiver of Subrogation in favor of El Paso County and Board of County Commissioners.** |  | **X** |
| **Professional Liability Insurance:** Professionals to include: Architects, Engineers, Construction Managers, IT Consultants/Programmers, Insurance Brokers, Accountants, Real Estate Agents, Etc.. If Consultant’s scope of work includes the performance of professional services, Consultant shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by errors, omissions, or negligent professional act in performance of the professional services with minimum limits as follows: $1,000,000 each claim; and $2,000,000 general aggregate. | **X** |  |
| **Crime Insurance:** If Consultant’s scope of work includes Consultant or Consultant’s employees’ involvement with money or securities of County, Consultant 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 Consultant, in an amount of not less than $1,000,000 single limit. Commercial Crime Coverage shall include third party liability coverage. **Coverage shall list El Paso County and Board of County Commissioners as a loss payee.** |  | **X** |
| **Builders Risk:** The Consultant 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 Consultant. 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. **Coverage shall list El Paso County and Board of County Commissioners as a loss payee.** |  | **X** |

# Logo El Paso County Established 1861 REQUEST FOR PROPOSAL #RFP-25-082 ATTACHMENT B – SAMPLE PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement is included in this solicitation for information and reference purposes only.

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

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