



October 2022

**REQUEST FOR PROPOSALS**  
**DESIGN AND FABRICATION OF KIOSKS FOR TRANSIT**

4659-22-004

ARCHULETA COUNTY  
PAGOSA SPRINGS, CO  
BOARD OF COUNTY COMMISSIONERS

Response Deadline:  
November 4, 2022, at 3:00 pm

Submit Responses to:

Louise Woods  
Finance Director  
Archuleta County  
398 Lewis St  
Pagosa Springs, CO 81147



## **A. INVITATION**

The Archuleta County, Colorado Board of County Commissioners (“County”) invites qualified professional vendors (“Respondent”) to submit proposals for the design and fabrication of 9 kiosks to be located at various bus stops in Pagosa Springs, Colorado.

## **B. PROJECT DESCRIPTION**

The selected firm will assist the County in designing and fabricating nine (9) wayfinding kiosks for various bus stops located throughout Pagosa Springs. The design portion should include drawings and specifications for kiosks. Kiosks are for wayfinding purposes and will include bus maps and route information. The project will include coordination with the County and Town of Pagosa Springs for design elements and locations. See below for more detail of the tasks required.

## **C. BACKGROUND**

The Archuleta County Transportation Department/Mountain Express Transit (MET) provides safe, reliable, affordable, and efficient fixed-route and dial-a-ride public transportation for the residents of and visitors to Archuleta County and Pagosa Springs. Archuleta County and Pagosa Springs have approximately 13,765 (2018) full-time residents throughout, with up to 17,000 visitors at one time during summer months. The current bus stops have very limited signage and information for residents and visitors to understand the routes and schedules. The County, through a federal grant, is requesting proposals to design and fabricate kiosks that will assist riders with access to transit services.

## **D. PERIOD OF THE PROJECT**

The period of this project will be 8 months from execution of a contract (expected to be executed in December of 2022).

## **E. SCOPE OF WORK**

The kiosks will be approximately 12” x 5” x 96” in measurement, fabricated from welded aluminum, or some other acceptable material, with digitally printed graphics and a laminate overlay, and a cover for access to the graphics. The installation will anchor directly to concrete foundations, to be specified in the design/drawing phase. The kiosks will serve as wayfinding and scheduling devices for the community and visitors to the area. The following will be part of the project implementation plan:

1. Preliminary design of kiosks, with approval from the Town of Pagosa Springs
2. Graphic design of the bus route and schedules to be included in the kiosks
3. Cost estimate for fabrication and installation of kiosks
4. Permitting of the kiosks by the Town of Pagosa Springs
5. Fabrication of kiosks
6. Delivery and Installation of the kiosks

## 7. Project closeout

Proposals and cost estimates of this Request for Proposals shall take into consideration all necessary meetings, site visits, and revisions to documents. Proposals need to include a project schedule. Digital deliveries must adhere to the County's Digital Design Standards.

### **TECHNICAL QUESTIONS:**

All questions shall be submitted in writing to: [ivanoni@archuletacounty.org](mailto:ivanoni@archuletacounty.org)

### **CONTRACT PERIOD:**

The contract period shall be for eight months. The County anticipates that work shall commence upon approval and award of contract.

### **LIMITATIONS:**

This RFP, proposal, or the subsequent contract does not commit Archuleta County to the sole and exclusive use of successful proposer of any and all tasks under this program. The County reserves the right to select other firms for individual related projects as necessary and at the discretion of the County to serve the best interest of the County.

## **G. DISTRIBUTION OF RFP**

The County intends to advertise a "Notice of Request for Proposals", at least two times in the following:

- Pagosa Sun
- Durango Herald

In addition, the notice will appear continuously in the County Website from the Release Date until the Submittal Due Date.

The RFP will not be publically posted. Those wishing to receive a copy of the RFP must ask for it and provide the County with their contact information. They will receive a copy electronically and be added to a "RFP Holder List". If any Addendum to the RFP are released, that information will only be distributed to those on the RFP Holder List.

## **H. PROPOSAL SUBMITTAL**

In order to be considered for selection, Respondents must submit a complete response to this RFP. One (1) unbound original and four (4) bound copies must be **received by** the Finance Director at the address below **by no later than Friday, November 4, 2022 at 3:00 p.m.**

Proposals must be submitted in a sealed box or envelope marked; **PROPOSALS TO PROVIDE PROGRAMMATIC PROFESSIONAL SERVICES FOR A TRANSIT FACILITY.**

**UPS, Fed-Ex or hand delivered** Qualifications shall be addressed to:

Louise Woods

Finance Director  
Archuleta County  
398 Lewis Street  
Pagosa Springs, CO 81147

Proposals must be received by the final filing date and time. Late submittals will not be accepted and will be mailed back to the Respondent unopened. **Faxed, emailed or regular mailed Proposals will not be accepted.**

Archuleta County reserves the right to reject any and all Submissions, in part or in whole, and to deem “qualified” the most responsive and responsible firm(s) as deemed in the best interests of the County; further, the right is reserved to waive any formalities or informalities associated with this process.

All Proposals and copies thereof are to be prepared and submitted at the submitter’s expense, and upon submittal to the County, will become a County record and ***therefore a public record.***

Any costs incurred by the Respondent in the preparation of any information or material submitted in response to this RFP shall be borne solely by the respondents.

#### **I. PROJECT SCHEDULE**

September 22, 2022	Release of RFP
October 7, 2022	Questions Due
<b>November 4, 2022 at 3:00 PM</b>	<b>Proposals Due</b>
November 22, 2022	BoCC Awards Contract (estimated date)
August 1, 2023	Project Completion

#### **J. QUESTIONS CONCERNING THIS RFP**

Any requests for clarification or additional information deemed necessary by any Respondent to submit a proposal shall be submitted by email to Laura Vanoni, Transportation Coordinator at [lvanoni@archuletacounty.org](mailto:lvanoni@archuletacounty.org), referencing this RFP. No verbal instructions or clarifications will be provided to any Respondent, except for minor “process” related questions.

All questions on matters of substance, received before 3:30 PM on October 7<sup>th</sup>, 2022, will be answered in writing, , distributed to all requests.

#### **K. PROPOSAL FORMAT**

Proposals should be typed or computer printed on 8.5 by 11-inch paper. They should be brief and concise. **The entire submission should be no longer than eight (8) pages**, not counting any table of contents, appendix and/or attachments. Please be aware that the review committee members may limit their proposal review activities solely to items listed below (numbers 1-7).

Proposals should be organized and presented in the order specified below, with the headings indicated.

1. **Cover Letter/Executive Summary:** Limited to one page and signed by the person authorized to represent the Respondent in all matters related to this RFP. This letter should include:
  - a. Respondents name, email address, business address, phone and fax numbers.
  - b. Number of years the Respondent has been in business.
  - c. Respondent shall state what type of business entity they are (e.g., sole proprietorship, partnership, corporation, etc...).
  - d. Approximate number of Respondents clients.
2. **Respondent Firm Performance:** The Respondent's direct experience in providing services of a similar nature, on projects completed within the past five (5) years. Include information (name, title, firm name, address, email and telephone number) of the clients served by these projects, as well as the dollar budget (versus actual cost), and the planned schedule (versus actual time to completion) of each project.
3. **Methodology:** Provide the Respondent's understanding and approach to providing the specified services, including a discussion of the major issues to be addressed and challenges to be overcome.
4. **Project Team Qualifications and Experience:** Provide a summary of the experience and qualifications of the Project Team members, including:
  - a. The team member's relevant experience with similar projects in the last five years.
  - b. The team member's professional qualifications and availability for the proposed projects.
  - c. If sub-contractors are used to provide *some* expected services, outline the relationship between the Respondent and the sub-contractors, as well as the sub-contractor's qualifications and experience doing the work which will be required of them. Note that Respondents who rely heavily on sub-contractors to provide core competencies will be deemed unqualified.
  - d. The Respondents general knowledge and understanding of the issues and challenges specific to Archuleta County's Solid Waste program and its environment.
5. **Cost of Services:** The proposal must contain fee schedules that would be utilized to carry out the required Scope of Work.
6. **Availability:** The proposal should include a guarantee that (assuming the timely provision of necessary materials from the County, and no adverse acts of nature) the Schedule will be kept, and reports delivered, on the dates indicated in this RFP.
7. **Contract Termination:** If your company has had a contract *terminated for default* during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor's nonperformance or poor performance; and the issue was either (a) not litigated or (b) litigated and such litigation determined the vendor to be in default. If NO such terminations for default have been experienced by the Respondent in the past five years, declare that.

Other information may be attached, as an appendix, including the items listed below. There is no guarantee that the selection committee will review this material.

- Work Samples
- Resumes

- Unique “Extra” Services or Abilities
- Reference Letters
- Etc...

**L. EVALUATION CRITERIA**

Respondents will be evaluated using the following criteria:

1. Respondent Firms Direct Experience in Providing Similar Services
2. Methodology
3. Qualifications and Experience of Team
4. Cost of Services
5. Ability to Deliver According to the Schedule in the RFP
6. Clarity of Proposal
7. Other (Unanticipated by this RFP)

While cost is included in the evaluation, all Respondents should recognize that the fees and rates are just one (and not the primary), selection criteria.

**M. RFP EVALUATION PROCESS**

Proposals received will be evaluated using the following process:

1. The County will appoint a “Selection Committee”, consisting of (at least) the following staff:
  - a. Transportation Coordinator (Laura Vanoni)
  - b. County Finance Director (Louise Woods)
  - c. Public Works Director (Kevin Pogue)
  - d. County Manager )Derek Woodman)
2. Proposals received by the due date will be screened for responsiveness (to RFP requirements) and basic qualifications. Those found both “responsive” and “basically qualified” will be short listed.
3. The short listed submissions will be evaluated and ranked, generally using the criteria listed in this RFP. Respondents may be contacted for additional information. If warranted, interviews will be conducted, either in person or by phone to obtain additional information or clarification of information already provided.
4. The committee will then recommend awarding a particular Respondent to the County Board of Commissioners, who will make (or not make) an award, during a public meeting.

While this is a good faith statement of the process intended by the County, the County may work the process differently, or make reference to selection criteria not listed in the RFP.

**N. GENERAL TERMS AND CONDITIONS**

Proposals must remain valid for at least ninety (90) days. Moreover, the contents of the Respondents proposal (along with this RFP and any mutually agreed, written amendments) **will become contractual obligations if the proposal is accepted by the County.**

Archuleta County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The *Generals Terms and Conditions* which apply to this RFP are attached as Exhibit A.

#### **O. METHOD OF PAYMENT**

Payments shall be made by warrants payable to the trade or business name of the Respondent and not to any individual. Payments will be made on a monthly basis. Invoices submitted and approved by the 30<sup>th</sup> of the month will be paid no later than the 30<sup>th</sup> of the following month. Invoices shall be submitted to the Archuleta County Transportation, PO Box 1507 Pagosa Springs, CO 81147.

***Archuleta County is a public entity. Nothing in this document waives the Colorado Governmental Immunity Act. All funding obligations beyond the current fiscal year are subject to the funds being budgeted and appropriated.***

## EXHIBIT A: GENERAL TERMS AND CONDITIONS

### Article 1 General

- 1.1 Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by Archuleta County, shall constitute a contract equally binding between the County and Respondent. No different or additional terms shall become a part of this Contract with the exception of an Amendment, executed by both parties.
- 1.2 Offer/Acceptance of RFP Terms:** If the Respondents proposal is accepted, then a purchase order will be issued by the County to the Respondent. This purchase order is an ACCEPTANCE of the Respondents OFFER TO SELL in accordance with the terms and conditions of the RFP, as stated in your proposal. If no proposal is referenced, the purchase order is an OFFER TO BUY, subject to the Respondents acceptance, which must be demonstrated by either your performance of the purchase order or by a formal acknowledgement in writing. Any COUNTER-OFFER TO BUY is automatically construed as a CANCELLATION of the purchase order unless a change order is issued accepting a counter-offer. In the event Respondent's form(s), or part(s) of forms are included in, or as an attachment to, any bid, proposal, offer, acknowledgement, or otherwise, Respondent agrees that, in the event of inconsistencies or contradictions, the terms and conditions of this solicitation document shall supersede and control over those contained in the Respondent's form(s) regardless of any statement to the contrary in the Respondent's form(s). Unless the County purchasing agent specifically agrees in writing through overt reference or other express written indication of assent, terms and conditions on Respondent forms regarding choice of law, venue, warranty disclaimer or exclusion, indemnification or limitation of liability shall be of no effect.
- 1.3 Amendment/Changes:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the Request for Proposal, submitted documents and written amendments properly accepted, which constitute the contract. Nothing in the contract may be added to, modified, superseded or otherwise altered except in writing and signed by an authorized representative of the County and acknowledged by the Respondent. Each shipment received or service performed shall be only upon the terms contained in the contract, notwithstanding any terms that may be contained in any invoice or other act of the Respondent other than acknowledgement of a written change order to the purchase order. The Respondent agrees to furnish the products and/or services in strict accordance with the specifications and at the price set forth for each item.
- 1.4 Assignment:** The Respondent shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the County.
- 1.5 County's Project Manager:** The Project Manager, on behalf of the County, shall render decisions in a timely manner pertaining to the work proposed or performed by the Respondent. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Work.
- For this request, the County Project Manager is: [Laura Vanoni](#)
- 1.6 Independent Contractor:** The Respondent shall be legally considered an Independent Contractor and neither the Respondent nor its employees shall, under any circumstances, be considered servants or agents of Archuleta County. The County shall be at no time legally responsible for any negligence or other wrongdoing by the Respondent, its servants, or agents. The County shall not withhold from the contract payments to the Respondent any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Respondent. Further, the County shall not provide to the Respondent any insurance coverage or other benefits, including Workers' Compensation, normally provided by the City for its employees.
- 1.7 Ownership:** All plans, prints, designs, concepts, etc., shall become the property of Archuleta County.
- 1.8 Warranties:** All provisions and remedies of the Uniform Commercial Code relating to both implied and expressed warranties are herewith referred to and made a part of these Terms and Conditions and are in addition to any warranties stipulated in the specifications.
- 1.9 Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the State of Colorado, and any action brought to enforce any provisions shall be maintained in Archuleta County, Colorado. The prevailing party in any action to enforce the terms and conditions of this Agreement shall collect all reasonable costs and expenses incurred in such action, including, but not limited to, reasonable attorney's fees.

### Article 2 Interpretation

- 2.1 Failure to Enforce:** Failure by the County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the County to enforce any provision at any time in accordance with its terms.
- 2.2 Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as *non-responsive*. Archuleta County reserves the right to permit the Respondent to



withdraw nonconforming terms and conditions from its proposal prior to a determination by the County of non-responsiveness based on the submission of nonconforming terms and conditions.

### **Article 3 Confidentiality**

- 3.1 **Confidentiality:** All information disclosed by the County to the Respondent for the purpose of the work to be done or information that comes to the attention of the Respondent during the course of performing such work is to be kept strictly confidential.

### **Article 4 Information**

- 4.1 **Basic Qualifications:** In order to do business with the County, a Respondent must be able to demonstrate that it has:

- The appropriate financial, insurance, material, licensing, certifications, equipment, facility and personnel resources, experience and expertise, or the ability to obtain them, necessary to indicate the capability to meet all contractual requirements;
- A satisfactory record of performance and integrity;
- No unresolved negative issues with the Better Business Bureau;
- The legal capacity to contract with the County;
- Has already supplied, or upon request does supply, all necessary information needed to establish the above qualifications.

The County reserves the right to inspect the plant, place of business or worksite of the Respondent. The Respondent will supply an IRS W-9 (Taxpayer Identification Number and Certification) with their proposal. The unreasonable failure of a Respondent to promptly supply information in connection with an inquiry regarding basic qualifications may be grounds for a determination of non-responsibility. If a Respondent who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the County and the non-responsible Respondent will be ineligible for the award.

### **Article 5 Liability**

- 5.1 **Force Majeure:** The Respondent shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Respondent, unless otherwise specified in the contract.
- 5.2 **Indemnification:** Respondent shall defend, indemnify and save harmless Archuleta County, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Respondent, or of any Respondent's agent, employee, sub-Contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Respondent shall pay any judgment with costs which may be obtained against the County growing out of such injury or damages.
- 5.3 **Patents/Copyrights:** The Respondent agrees to protect Archuleta County from any claims involving infringements of patents and/or copyrights. In no event shall the County be liable to a Respondent for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 5.4 **Remedies:** The Respondent and County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

### **Article 6 Government Requirements**

- 6.1 **Conflict of Interest:** No public official and/or County employee shall have interest in any contract resulting from this RFP.
- 6.2 **Ethics:** The Respondent shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the County.
- 6.3 **Illegal Aliens:** The Respondent certifies that the Respondent shall comply with the provisions of CRS 8-17.5-101, et seq. The Respondent shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a sub-Contractor that knowingly employs or contracts with an illegal alien to perform work under this contract, The Respondent represents, warrants and agrees that it (i) has verified that it does not employ any illegal aliens through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and the Department of Homeland Security, or (ii) otherwise will comply with the requirements of CRS 8-17.5-102(b)(I), The Respondent shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Respondent fails to comply with any requirement of this provision or CRS 8-17.5-101, et seq., the County may terminate this contract for breach of contract, and the Respondent shall be liable for actual and consequential damages to the County. If the Respondent obtains actual knowledge that a sub-Contractor performing work

under this contract knowingly employs or contracts with an illegal alien, the Respondent shall: Notify the sub-Contractor and the County within three (3) days that the Respondent has actual knowledge that the sub-Contractor is employing or contracting with an illegal alien; and Terminate the subcontract with the sub-Contractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) above, the sub-Contractor does not stop employing or contracting with the illegal alien, unless the sub-Contractor provides information to establish that the sub-Contractor has not knowingly employed or contracted with an illegal alien.

**6.4 Employment Discrimination:** During the performance of any services per agreement with the County, the Respondent, by submitting a Proposal, agrees to the following conditions:

- The Respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Respondent. The Respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The Respondent, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, shall state that such Respondent is an Equal Opportunity Employer.
- Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

**6.5 Campaign and Political Finance: Sole Source:** Colorado Constitution, Article XXVIII, Sections 2,13,15,16 and 17. The purchase described in this contract may be subject to the provisions of the aforementioned constitutional article and the following:

- This provision applies only to sole source government contracts and does not apply to any contract which used a public and competitive bidding process in which the County solicited at least three bids prior to awarding the contract, such as solicitations made through an electronic solicitation notification system. Respondent certifies, warrants, and agrees that it has complied and will comply with Colorado Constitution Article XXVIII, including but not necessarily limited to the following prohibitions and obligations:
- If during the term of the contract, Respondent holds sole source government contracts with the State of Colorado and any of its political subdivisions cumulatively totaling more than \$100,000 in a calendar year, then for the duration of this contract and for two years after, Respondent will not make, cause to be made, or induce by any means a contribution, directly or indirectly, on behalf of Respondent or Respondents immediate family member(s) for the benefit of any political party or for the benefit of any candidate for any elected office of the State or any of its political subdivisions; and
- Respondent represents that Respondent has not previously made or caused to be made, and will not in the future make or cause to be made, any contribution intended to promote or influence the result of a ballot issue election related to the subject matter of this contract; and
- Respondent will satisfy Respondents obligations to promptly report to the Colorado Department of Personnel & Administration information included in the Government Contract Summary and the Contract Holder Information, regarding this contract and any other sole source government contracts to which Respondent is a party; and
- Respondent understands that any breach of this section or of Respondents responsibilities under Colorado Constitution Article XXVIII may result in either contractual or constitutionally mandated penalties and remedies; and
- A Respondent that intentionally violates Colorado Constitution Article XXVIII, Section 15 or 17(2), shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions for three years; and
- By performing pursuant to the contract, Respondent hereby affirms it is qualified and eligible under such provisions to enter into this contract.

#### **Article 7 Termination**

**7.1 Contract Termination:** The County may terminate the performance of Work under the Contract Documents without cause and in the County's sole and absolute discretion. Such termination may be in whole, or from time to time in part. Any such termination shall be effected by delivery of a written Notice of Termination to the Respondent, specifying the extent to which performance of Work under the Contract is terminated and the date upon which termination becomes effective.

**7.2 Termination for Cause:** If Respondent fails to timely deliver the product or to perform any of the service(s) contained in this Contract at the time specified herein or otherwise defaults in the performance of any of its obligations hereunder and the default continues for ten (10) calendar days, or if Respondent becomes insolvent, a trustee or receiver of Respondents business or assets is appointed, Respondent makes an assignment for the benefit of creditors, or a petition in bankruptcy is filed by or against Respondent, then in any such event, the County, at its sole and ultimate discretion, may cancel this Contract in whole or in part and any other agreement, order, confirmation, or

terms of sale between the parties, by written notice to Respondent. The County shall have no liability or obligation whatsoever to Respondent by reason of or resulting from such cancellation. In addition to any other remedies available, the County may purchase similar product(s) or service(s) elsewhere in such manner as the County may deem appropriate. Respondent is liable to the County for any excess costs in procuring and purchasing the similar product(s) and/or service(s), plus any and all incidental and or consequential damages.

#### **Article 8 Performance**

- 8.1 Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 8.2 Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the County may have.
- 8.3 Inspection and Acceptance:** Final acceptance is dependent upon completion of all applicable inspection procedures. Should the products or services fail to meet any inspection requirements the County may exercise all of its rights, including those provided in the Uniform Commercial Code. In the case of services, the County reserves the right to inspect services provided under this contract at all reasonable times and places. "Services" as used in this clause includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to the contract requirements, the County may require the Contractor to perform the services again in conformity with the contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the County may (1) require the Contractor to take necessary action to ensure that the future performance conforms to the contract requirements and (2) equitably reduce the payment due the Contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the County in the termination provisions of the contract, or other remedies available at law.
- 8.4 Quality:** The County will be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and of the manufacturer's current model, unless otherwise specified.