



REQUEST FOR PROPOSALS

FOR AUGMENTED AIRPORT SNOW REMOVAL FOR THE ARCHULETA COUNTY AIRPORT AT STEVEN'S FIELD

RFP No. 5502-21-002

Release Date:

October 14, 2021 at 8:00 a.m.

Response Deadline:

October 28, 2021 at 2:00 p.m.

Submit Responses to:

LeeAnn Martin
Finance Director
398 Lewis Street
Pagosa Springs, CO 81147

A. INVITATION

Archuleta County Board of County Commissioners (“County”) invites qualified firms (“Respondent”) to submit proposals to provide snow removal services at the Archuleta County Airport, Stevens Field, Pagosa Springs, CO.

B. PERIOD OF THE PROJECT

The County intends to put one or more successful Respondents on an “on-call” airport snow removal list in November of 2021. The list will expire on May 30, 2024, but may be extended for up to two one-year terms at no increase in rates or costs, at the option of the County, with 30 days’ notice to each company on the list. This Request for Proposal, submitted documents, and any negotiations, when properly accepted by Archuleta County, shall constitute terms equally binding between the County and the successful Respondents. No different or additional terms shall become binding unless written and executed by both parties.

C. PROJECT SUMMARY AND LOCATION WHERE WORK WILL BE PERFORMED

Snow removal services will be performed at various airport locations, including the runway, taxiways, parking ramps, service road connections and airport access gates. In addition the Fixed Base Operations center (FBO) parking lot and vicinity located at 61 Aviation Court, Pagosa Springs, CO and the parking lots and immediate vicinity of Nick’s hangar and the Emergency Operations Center located at 777 CR 600 (Piedra Road), Pagosa Springs, CO 81147.

Prospective respondents may request a walk-through of the facilities by contacting Chris Torres, Airport Manager at (970)731-3060 or ctorres@archuletacounty.org.

D. SCOPE OF WORK

The Scope of Work is as follows:

1. **Staff Training**, as follows:
 - a. In collaboration with County Airport Maintenance, will provide individual **safety awareness training** for staff operating snow removal equipment, in particular regarding airfield facilities and operations and in the safe movement of both staff and equipment around the airport.
 - b. In collaboration with County Airport Maintenance, will provide individual training for staff in the **operation of all snow removal equipment in an airport setting**. This training will, at a minimum include the vehicle pre-operation inspections and documentation, start-up, pre-movement equipment operation, shut down, post shut down inspections and documentation of vehicle discrepancies as well as cleaning and lubrication of vehicles and equipment.
 - c. Will maintain (and forward to the Airport Manager) a current list of operators certified in both the Safety Awareness Training and Operation of Snow Removal Equipment at an Airport training.

2. **Snow Removal**, on the following surface. NOTE: The snow removal indicated below will augment the removal done directly by County Staff, using the County snow blower.
 - a. Runway,
 - b. Taxiways,
 - c. Parking Ramps,
 - d. Service Road Connectors, and
 - e. Airport Access Gates.
 - f. Parking Lots, and the immediate vicinity, including:
 - i. FBO (Fixed Base Operations) center,
 - ii. Nick's Hangar,
 - iii. EOC (Emergency Operations Center,
 - g. The surfaces are identified on the map attached as **Exhibit B**.
3. **On-Call Basis**, as follows:
 - a. A call for service will come from the Airport Manager (or County Manager), after at least 3 inches of snow depth has accumulated.
 - b. Since more than one Respondent may be placed on the "on-call" list, not every Respondent will receive a call during any given snow event. Furthermore, there is no guarantee that any call will be made.
 - c. Response time shall be within two (2) hours of the call.
 - d. Snow removal shall be prompt and complete.
 - e. Invoices shall be itemized as follows:
 - i. Date and Time of Service Call from County.
 - ii. Date and Time when On Site Response began.
 - iii. Hours worked.
 - iv. Respondents Hourly Rates (as contained in the Respondents proposal).
 - v. Total Amount Due from County.

To facilitate the scope of work required above, the County will:

1. Communicate service calls promptly, when conditions indicate they are needed.
2. Coordinate use of the County snow blower with Respondents equipment, per **Exhibit B** and per existing conditions at the airport.
3. Assist in providing Respondents staff with training in:
 - a. Safety Awareness Training,
 - b. Operation of Snow Removal Equipment at an Airport Training.
4. Pay or contest all invoices submitted on net 30-day terms.

E. QUALIFICATION OF THE RESPONDENTS

GENERAL REQUIREMENTS: In order to do business with the County, the Respondent must be able to demonstrate that it has:

1. 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;
2. A satisfactory record of performance and integrity;
3. No unresolved negative issues with the Better Business Bureau;
4. The legal capacity to contract with the County;
5. Has already supplied, or upon request does supply, all necessary information needed to establish the above qualifications.

SPECIFIC QUALIFICATIONS: In order to perform the specific services requested by the county, the Respondent must:

1. Provide four (4) snow plow trucks to clear airport surfaces and prepare snow rows for snow blower operations.
2. Provide the staff to operate this equipment, at a minimum six (6).
3. Provide assurances that only staff trained in safety awareness and the operation of snow removal equipment in an airport setting will operate equipment.
4. Provide hourly equipment charges.

The County reserves the right to inspect the place of business of the Respondent. The Respondent must 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.

F. PROJECT SCHEDULE

Oct. 14, 2021	RFP Release Date
Oct. 14, 2021	Posting of RFP on Archuleta County Website
Oct. 14 & 21, 2021	Advertisement of RFP in Pagosa Sun
Oct. 28, 2021 @ 2:00 p.m.	Proposals Due
Nov. 9, 2021	Approval of On-Call List by Board of County Commissioners
Nov. 10, 2021	Start Date of On-Call List
May 30, 2024	Termination Date of On-Call List (may be extended up to two years)

G. PROPOSAL SUBMITTAL

In order to be considered for selection, Respondents must submit a complete response to this RFP. One (1) unbound original and two (2) bound copies of the proposal must be submitted directly to LeeAnn Martin, Finance Director at the address below by no later than 2:00 p.m. on October 28, 2021. Proposals must be submitted in a sealed box or envelope marked; **“RFP:5502-21-002 AIRPORT SNOW REMOVAL SERVICES”**.

Proposals may be delivered by courier services such as UPS or Fed-Ex, or hand delivered directly to:

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

Mailed submittals will not be accepted. Faxed proposals will not be accepted. Emailed proposals will not be accepted. Submittals delivered to the Finance Director after the response deadline of **October 28, 2021 at 2:00 p.m.** will not be accepted and will be sent back to the Respondent unopened.

Archuleta County reserves the right to reject any and all Proposals, in part or in whole, and to award to the most responsive and responsible firm(s) as deemed in the best interests of the County. Furthermore, the right is reserved to waive any formalities or informalities contained in said proposals. 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.***

H. QUESTIONS

Please refer all questions regarding this bid to LeeAnn Martin, Finance Director. Answers to all questions, inquiries or requests for additional information will be issued in the form of Addenda. The County will not be responsible for the authenticity or correctness of oral interpretations of the RFP and related documents or for information obtained in any other manner than through the media of Addenda. Respondents in their proposals shall acknowledge receipt of each Addendum and each Addendum shall be considered a part of the contract documents. Failure to acknowledge receipt of an Addendum issued may invalidate a proposal as incomplete. Questions must be received no later than 4:30 p.m. on October 21, 2021, and no Addendum will be issued later than 5:00 p.m. on October 25, 2021.

I. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written notice at any time prior to the submission deadline.

J. PROPOSAL FORMAT

Proposals should be typed and submitted on 8.5 by 11 inch paper. Proposals should be organized and presented in the order specified below, with the headings indicated.

1) **Respondent Information.**

- 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) Respondent shall attach their IRS W9 form.

2) **Experience and References.** Indicate your general knowledge and experience in airport operations. Provide information about prior work experience in providing snow removal services for an airport, or similar such services. Indicate how you helped that client(s) keep costs low. Provide the name, title, address, email and telephone number of one to three references of clients to whom you have provided such (or similar) services.

3) **Cost of Services.** The proposal must contain “per hour” snow removal rates for each of the two (2) snow removal trucks and the one (1) snow removal loader. Compensation of Respondent’s staff operating the equipment should be built into the hourly equipment charge. Operational costs (such as fuel), repair and maintenance of equipment used shall also be the responsibility of the Respondent. Staff time associated with required training is not compensated by the County.

4) **Point by Point Response to Scope of Work.** For *each* point in the Scope of Work, the Respondent will reply in one of three ways, as follows:

- a) **Comply:** This means the Respondent can and will perform the required service, if awarded the contract.
- b) **No Comply:** This means the Respondent cannot or will not perform the required service, if awarded the contract.
- c) **Exception:** This means the Respondent proposes an alternate service or solution, in place of that which is assumed by the Scope of Work. The Respondent will briefly describe their alternative and the reason for it.

5) **Snow Removal Plan:** Supply a basic, outlined snow removal plan.

6) **Respondent’s Warranty.** Respondent shall complete and submit **Exhibit C** to this RFP.

K. PROPOSAL EVALUATION AND AWARD CRITERIA

Proposals will be evaluated by the County using the following criteria:

- 1) The qualifications and experience of the Respondent, to provide the services described in the Scope of Work.
- 2) Proposed costs to provide services.

- 3) The Respondents Point by Point Response to the Scope of Work.
- 4) The Respondents Snow Removal Plan.
- 5) The satisfaction of administrative requirements (W9 form, Respondents Warranty, acceptance of General Terms and Conditions, etc...).

L. INSURANCE REQUIREMENTS

The successful Respondent, after award of the contract, shall provide insurance certificates that provide, at a minimum, the statutory amount for Worker's Compensation, a minimum of \$1,000,000 for Comprehensive Business Liability and \$1,000,000 for Professional Liability and \$1,000,000/\$2,000,000 General Liability. All insurance certificates shall include a requirement for naming Archuleta County as additional insured.

M. GENERAL TERMS AND CONDITIONS

Proposals must remain valid for at least sixty (60) 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.***

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

N. OTHER REQUIREMENTS

1. The Respondent will not discriminate against any employee or applicant for the employment because of race, religion, color, sex or national origin, except where religion and sex or national origin is an occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to the employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Respondent, in all solicitation of their advertisement for employee's places by or on the behalf of the Respondent, will state such contractor is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirement of this section.
4. Respondent shall be in compliance with the application provisions of the Americans with Disabilities Act of 1990 or as amended and any other applicable federal, state, or local laws and recommendations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this agreement or any renewal thereof.
5. The Respondent, in accordance with Colorado Statute 8-17.5-102, Illegal Aliens-Prohibition-Public Contracts for Services agrees to comply with all existing applicable State and Federal Labor Laws and shall remain compliant through the term of this contract.

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 30th of the month will be paid no later than the 30th of the following month. Invoices shall be submitted to Archuleta County Accounts Payable, 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: [Chris Torres, Airport Manager](#)
- 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.

EXHIBIT C: RESPONDENT'S WARRANTY

The undersigned person warrants that:

1. The signatory is an officer of the organization.
2. The signatory is authorized to offer a proposal in full compliance with all requirements and conditions as set forth in the RFP.
3. The signatory has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed and the requirements and conditions under which the work is to be performed.
4. The signatory acknowledges the receipt of the following Addenda:

<u>Addenda No.</u>	<u>Date Received</u>
_____	_____
_____	_____
_____	_____

Respondent:

By: _____
(SIGNATURE)

(PRINT NAME & TITLE)

(NAME OF COMPANY)

(CITY STATE, ZIP)

(TELEPHONE)

(EMAIL)