

**REQUEST FOR PROPOSAL (RFP) #693
CONFERENCE ROOM AUDIO VISUAL (AV) DESIGN, INSTALLATION, AND SERVICE
YAMPA VALLEY REGIONAL AIRPORT
ROUTT COUNTY, COLORADO**

The purpose of this Request For Proposal (RFP) and accompanying specifications are to provide instructions and assistance in submitting proposals from Conference Room Audio Visual Design, Installation and Service firms (Firms) to design and install comprehensive meeting room technology solutions in one meeting room (10-20 persons) and one large conference room, approximately 2,000 square feet (Project). The project site is at the Yampa Valley Regional Airport located 30 minutes west of Steamboat Springs, Colorado.

YVRA is interested in learning of the proposed fee for design, procurement, and installation, and a 3-year service and maintenance agreement. The proposing firm should provide information about any work included in the proposal that is handled by a third party. YVRA also wants to know of any work that is necessary to complete the Project, but is not included in the proposal, such as what might need to be handled by YVRA (e.g. electrical work, and network and telephone integration). Finally, YVRA wants to know the proposer's experience with similar projects, their approach to fulfilling the requirements of the Project and the experience of key personnel who will be assigned to the Project.

1) GENERAL TERMS AND CONDITIONS

- a) Proposal responses must be received **not later** than:

1:00 p.m. Mountain Time July 20, 2020

- b) Any proposal response received after the time and date stipulated will not be considered and will be rejected and returned to the Offeror.
- c) Email is the preferred method of response (see below for further detail).
- d) If a paper copy of RFP response is received it must be in a sealed envelope with "RFP-693 Yampa Valley Regional Airport Conference Room AV Design, Installation, and Service" clearly written on the sealed envelope and the envelope shall bear the name of the Offeror, his address, and phone number.
- e) If you utilize U.S. mail, express delivery service, or hand deliver please send to the correct address listed below:

USPS, Expedited services via Federal Express, UPS. to this address
Routt County Commissioners Office
522 Lincoln Avenue, Suite 30
Steamboat Springs, CO 80487

For questions or further information please contact
Julie Kennedy, Purchasing Agent
jkennedy@co.routt.co.us
Direct Phone Number: 970-870-5316
Fax: 970-879-3992

- f) Email to jkennedy@co.routt.co.us is the preferred method of response. However, 35 megabyte is the maximum amount of data Routt County can receive in any one email. Sometimes this may necessitate more than one email by the Offeror or elimination of high megabyte unnecessary graphics. It is up to the Offeror to ensure emails do not exceed this limit and must confirm receipt of email by Routt County prior to due date and time. An email sent but not received by the due date and time will not be considered. If proposal response is submitted electronically Routt County will not be responsible for the security of the response from an Offeror from others.
- g) Routt County advocates open and fair competition among suppliers and Contractors to provide the best goods and services for Routt County and its citizens. The County prohibits discrimination based on political affiliation, race, creed, color, national origin, ancestry, sex, sexual orientation, age, religion, handicap, disability, veteran status or genetic information in all business transactions, purchases and Agreements.
- h) The failure or omission of an Offeror to acquaint himself/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFP or to the Agreement.

2) PRE – PROPOSAL RESPONSE CONFERENCE

- a) There will be a pre-proposal meeting at 1:00 p.m. Mountain Time on July 1, 2020 at the Yampa Valley Regional Airport in the main conference room on the second floor.

3) INQUIRIES AND NO CONTACT POLICY

- a) All questions must be received, in writing, prior to 5:00 p.m. Mountain Time July 10, 2020 and shall be directed only to Routt County Purchasing Agent Julie Kennedy at jkennedy@co.routt.co.us. Answers to questions received that would change and/or clarify this solicitation will be provided in writing, via an addendum to all firms that have received the original RFP after the date for questions has expired. In this way, we hope to eliminate multiple addendums.
- b) Questions will be answered by addenda that will be issued to all Offerors who received a copy of the RFP and posted on the Routt County website. The County shall not be legally bound by an addendum or interpretation that is not in writing.
- c) Any contact initiated by any Offeror with any County representative, other than the Purchasing Department representative listed herein, concerning this RFP is prohibited. Any such unauthorized contact may cause the disqualification of the Offeror from this procurement transaction. Information obtained from an unauthorized officer, agent, or employee of Routt County or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Agreement for the purpose of this project.

4) LATE PROPOSAL RESPONSES

- a) Late proposal responses shall be considered void and unacceptable. They will not be accepted and will be returned to the Offeror.
- b) It is the sole responsibility of the Offeror to ensure that their proposal response is received by Commissioners Office personnel before the deadline indicated above. If you decide to utilize an express delivery service, please note that overnight service is not always delivered on the next day. Routt County will not be responsible for responses sent to other County offices, etc.
- c) If proposal response is submitted electronically Routt County will not be held responsible for late responses due to failure of electronic communications.

5) WITHDRAWAL OF PROPOSAL RESPONSES BEFORE OPENING

- a) Proposal responses may be modified or withdrawn prior to the due date and time above by submitting a written request for its withdrawal to the Purchasing Agent listed. After the time set for opening of proposal responses no proposal response may be modified or withdrawn. Withdrawal requests received after the time advertised for proposal response opening will be void, regardless of when they were mailed. Offeror may submit the same, a new, or a modified proposal response prior to the due date and time shown above.
- b) No Offeror may withdraw a proposal response within 60 days after the actual date of the RFP opening.

6) MISTAKES AFTER PROPOSAL RESPONSE OPENING

- a) Proposal responses containing patently obvious mechanical, clerical or mathematical errors may be withdrawn by the Offeror if clear and convincingly sworn, written evidence is furnished to the County no later than 48 hours before the proposal response opening excluding Saturday, Sundays and Legal Holidays.
- b) Under no circumstances can an Offeror be allowed to raise their unit prices(s) as contained in the initial proposal response.

7) REJECTION OF PROPOSAL RESPONSES

- a) Routt County Board of County Commissioners (BCC) reserves the right to reject any or all proposal responses and to waive informalities and minor irregularities in proposal responses received, and to accept any portion of the proposal response whichever is deemed to be in the best interest of Routt County.

8) INDEMNIFICATION

- a) The successful Offeror shall indemnify and save harmless Routt County and all County officers, agents, and employees from all suits or claims of any character brought by reason on infringing on any patent trademark or copyright.
- b) Routt County will not be liable in any way for any of the costs incurred by the Offerors in preparation of their proposal responses in response to this RFP nor for the presentation of their proposal responses or participation in any discussions or negotiations.

9) PROTEST PROCEDURE

Filing a Protest and When to File:

Protest shall be submitted in writing and received by the Purchasing Agent on the earliest of seven (7) working days after the aggrieved person knows or should have known of the facts giving rise thereto or ten (10) days after award. Protests based upon restrictive specifications or alleged improprieties in any type of solicitation, which are apparent prior to bid opening or the closing date for receipt of initial proposal responses, must be filed no later than three (3) days prior to bid opening or the closing date for receipt of initial proposal responses.

Subject of Protest:

Protesters may file a protest on any phase of solicitation or award, including but not limited to specification or award. Protesters may not challenge the evaluation criteria or the relative weight of the evaluation criteria or the formula for making an award determination.

Content:

- The written protest must include the following:
 - The name and address of the protester
 - Appropriate identification of the purchase
 - A statement of the reasons for the protest
 - Any available exhibits, evidence or documents substantiating the protest

Decision:

The County Manager shall make a decision, in writing, on a protest within seven (7) working days after receiving all relevant, requested information. The decision shall inform the protestor of his or her right to appear to the Board of County Commissioners within seven (7) working days. Within fourteen (14) working days the Board of County Commissioners shall render a decision or state the time frame for the protest review. The decision of the BCC is final.

Withholding of Award:

When a protest has been filed before award, the County will not make an award prior to the resolution of the protest, and when a protest has been filed before the opening of bid or proposal responses, the County will not open responses prior to the resolution of the protest, unless the County determines that:

- The items to be procured are urgently required
- Delivery or performance will be unduly delayed by failure to make the award promptly
- Failure to make prompt award will otherwise cause undue harm to the County and its citizens

When a protest has been filed after award, the County will not terminate or cancel any Agreement or Purchase Order issued to another vendor, unless it is determined by the County Manager that the award should be canceled and the project/purchase canceled, re-advertised and solicited or any other option in the best interests of the County.

10) PERMITS, TAXES AND FEES

- a) All proposal responses submitted must include the price of any business and professional licenses, permits, taxes and fees as required by Federal, State or Local Government Agencies. Routt County does not waive any fees for its own projects.
- b) The proposal response price shall be exclusive of any federal or state taxes from which Routt County is exempt by law.

11) CLARIFICATION OF RFP DOCUMENTS AND ADDENDA

- a) If an Offeror discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in these RFP documents, they shall immediately notify the Purchasing Agent of such error and request modification or clarification of the document.
- b) Offerors requiring additional information may submit their questions in writing to the attention of the Purchasing Agent.
- c) Answers to questions received that would change and/or clarify this solicitation will be provided in writing, via an addendum to all firms that have received the original RFP after the date for questions has expired. In this way, we hope to eliminate multiple addendums.
- d) RFP and addenda are listed on the Routt County website under the Purchasing Department and it is the Offeror's responsibility to ensure they have all addenda pertaining to this RFP. The Routt County website is www.co.routt.co.us.
- e) It will be the Offeror's responsibility to make inquiry as to the addenda issued.

- f) Any addenda issued will be numbered sequentially beginning with the number #1.
- g) Number of each addendum received, if any, must be shown on the signature page of response document.
- h) All such addenda shall become part of the Agreement documents and all Offerors shall be bound by such addenda.
- i) The County shall not be legally bound by an addendum or interpretation that is not in writing.

12) WARRANTY

- a) Offeror shall specify warranty terms and conditions and supply supporting documentation regarding warranty, if available. Warranty service must be performed at the Routt County on-site location. Specify location of closest provider for warranty repairs and service for proposed equipment.

Specify Warranty: _____

Closest Warranty Provider: _____

Additional Warranties (if available): _____

Cost associated: _____

13) DELIVERY

- a) Please state delivery date from order: _____

14) OFFEROR SUGGESTED OPTIONS/ALTERNATIVES

- a) Please provide your suggested alternatives, options, enhancements, accessories, etc. which in your opinion, would provide a better value, service, product, life, etc. to Routt County and may not be specified in the technical specifications. Please list below your suggestions/options, and indicate the reasoning or justification for your suggestions. State the price or costs associated with these options (if any). Please submit brochures/literature with information of the reason for the suggested enhancement, option, etc. (attach additional information if necessary).

Suggested Option/Alternative _____

Justification _____

Price _____

15) GOVERNING PRICES

- a) Each Offeror shall furnish the information required; the unit price for each item offered must be shown. A total for each item offered must be entered, and in case of error in extension, unit price prevails. (Award may be awarded on an “each basis” or “complete lot offer”).

16) QUALITY OF PRODUCTS

- a) Unless otherwise indicated in this RFP, it is understood and agreed that any item offered or shipped in response to this RFP shall be new and date stamped, the latest model, and in first class condition, and when applicable all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
- b) Samples of items, when requested, must be furnished free of expense, and if not destroyed by testing, will be returned at Offeror’s request and expense.
- c) All materials and products offered must be guaranteed to meet the requirement to the specifications indicated and operate satisfactorily on the County’s existing equipment (as applicable).

17) QUANTITIES

- a) Whenever quantities or usages are provided by the County, these are estimates only. These quantities are for information only and will be used for tabulation and presentation of the prices offered.
- b) No guarantee or warranty is given or implied by the County as to the total amount that may or may not be purchased from any resulting Agreements.

18) ITEM SUBSTITUTIONS

- a) Brochures and/or specifications must be submitted where applicable; if unable to quote on items specified, quote on “or equal items”, specifying brand, etc.
- b) Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, they are used only to denote the quality standard of the product desired and they do not restrict Offerors to the specific brand, make, manufacturer, or specification named; they are used only to set forth and convey to prospective Offerors the general style, type, character, and quality of the product desired; and approved equivalent products will be considered.
- c) It shall be the responsibility of the Routt County personnel to determine what is considered an approved equivalent product on any and all projects or items.

19) REFERENCES AND QUALIFICATIONS

- a) The Offerors shall include a list of a minimum of three references, from similar projects only, who could attest to the firm’s knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include:
 - Owner/address/telephone contact
 - Project name
 - Project description
 - Your position or capacity on the project
 - Original Agreement amount
 - Architect/Engineer/Construction Manager/telephone
 - Litigation, administrative proceedings, or claims related to the project in which you were involved including the nature of the claim, the parties, the dollar value and the outcome.
- b) List any liquidated damages assessed or threatened on any project.
- c) List any debarments or agreements not to bid work for other owners.
- d) List any criminal charges, OSHA or EPA violations.
- e) References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked short listed Offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by Offeror.
- f) To demonstrate qualifications to perform the work, each Offeror must be prepared to submit within five days of Purchasing Agent request written evidence, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the project is located. Should financial data be requested, it will be treated as confidential information and will be returned to the Offeror shortly after award of the Agreement. Each response must contain evidence of Offeror’s qualification to do business in the state where the project is located or covenant to obtain such qualification prior to award of the Agreement.

- g) All work shall be prosecuted in an orderly and diligent manner. All work to be completed in a good and workmanlike manner in accordance with the generally accepted standard of care in the industry.

20) SUBCONTRACTORS

- a) The Offeror shall supply the names and addresses of major material suppliers and sub-Contractors when requested to do so by Routt County personnel.

21) OFFEROR'S RESPONSIBILITY

- a) Each Offeror shall fully acquaint themselves with conditions relating to the scope of work and restrictions attending the execution of the work under the conditions of this RFP. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to his response or to the Agreement. It is expected that this will require on-site observation.
- b) Offerors must satisfy themselves of the accuracy of the estimate quantities in the RFP schedule by examination of the site and a review of the drawings and specifications, including addenda. Each Offeror is responsible for inspecting the site and informing himself of the conditions under which the work is to be performed and for reading and being thoroughly familiar with the Agreement documents. The successful Offeror will not be allowed any extra compensation in the form of Agreement price or time by any matter or thing on which he could have fully informed himself prior to the submission of the Offeror's response.
- c) After responses have been submitted, the Offeror shall not assert that there was a misunderstanding concerning the quantities of the work or the nature of the work to be done.

22) INSTRUCTION FOR SUBMITTING PROPOSAL RESPONSE

- a) Offeror's proposal response submittals must be in strict compliance with this RFP and failure to comply with all provisions may result in disqualification.
- b) Any products and services that are not specifically addressed in this RFP, but are necessary to provide functional capabilities proposed by the Offeror, must be included in the proposal response.
- c) Offeror's proposal response must include a cover letter which has been signed by an individual authorized to bind the Offeror. Cover sheet to contain names, email addresses and phone numbers for persons who may be contacted to answer questions. Also, the cover sheet shall state who prepared the submittal response and how that person can best be reached. Number of each addendum received, if any, must be shown on the signature page of response document. All proposal responses submitted without such signature may be deemed non-responsive.
- d) Offeror is responsible for any and all permits, license, fees, etc. necessary to complete the project. Routt County does not waive any building fees for its own projects.
- e) Offerors are to submit written proposal responses which present the Offeror's qualifications, understanding of the work to be performed and cost to complete the proposed scope of work. Identification and description of any special or unique features or additions the Offeror wishes to offer as alternatives or options should be noted.
- f) Offeror's proposal response should be prepared simply and economically and should provide all the information which the Offeror considers pertinent to its qualifications for the project and which respond to the Scope of Work and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content.
- g) Offeror must clearly mark any material considered to be confidential and will be treated as such by Routt County to the extent permitted by law.

- h) List of proposed key staff for this project; describe the level of their involvement including brief biographical information indicating the number of years of similar experience, and years with your company (note that proposed key staff will be required on site for this project for the duration of construction).
- i) List the categories of work that your organization normally performs with its own forces.
- j) Please note Routt County is a member of National Purchasing Partners (NPP), National Joint Powers Alliance (NJPA), Colorado Multiple Assembly of Procurement Officials (MAPO), Western States Contracting Alliance (WSCA), US Communities and several other organizations so we request the most competitive price available be submitted to us.
- k) Offerors must include a proposal response price sheet for all costs, both itemized and total.

23) AGREEMENT DOCUMENT

- a) The Agreement that will be used will be a Routt County Agreement for Design, Build and Installation with attachments including the Offeror’s proposal response and detailed scope of work. A sample Routt County Agreement is shown below.
- b) This RFP, submitted documents, and any negotiations, when properly accepted by Routt County shall constitute an Agreement equally binding between the successful Offeror and Routt County. The selected Offeror will be considered as prime Agreement or, and shall assume total responsibility for the quality of the services provided. Failure to meet obligations may result in cancellation of any Agreements.
- c) In the event that Offeror intends to request any changes to the County’s Agreement, Offeror must identify those changes, provide a copy of the Agreement language they are proposing and state the reasons for such request all in the Offeror’s proposal response. If the Offeror states that its request for changes is not negotiable, County reserves the right to reject the Offeror’s proposal response as non-responsive.
- d) The party to whom the Agreement is awarded will be required to execute the Agreement within ten (10) calendar days from the date when the Notice of Award is delivered to the Offeror. In case of failure of the Offeror to execute the project within the specified start date, the Owner may at his option consider the Offeror to be in default.

24) COUNTY SUPPORT

The County shall:

- a) Provide to Offeror all information in possession of the County which relates to the County’s requirements for the project or which is relevant to the project.
- b) Examine all studies, reports, sketches, drawings, specifications, proposal responses, schedules and other documents presented by the Offeror.
- c) Designate a person to act as the County’s representative with respect to the work to be performed under this Agreement. Such person shall have the authority to transmit instructions, receive information, interpret and define the County’s policies and decisions with respect to the Agreement.

25) ESTIMATED PROJECT SCHEDULE

RFP Sent to Offerors	June 10, 2020
Pre-Proposal Meeting	July 1, 2020
Last Day for Questions from Offerors	July 8, 2020
Routt County Answer Questions	July 15, 2020
RFP Response Due	July 20, 2020

Recommend Award to BCC	July 28, 2020
Fully Executed Agreement	August 4, 2020
Project Completion Date	October 1, 2020

26) BONDS/INSURANCE

- a) Insurance certificates must show the certificate holders name as the certificate holder’s name must be Routt County Board of County Commissioners.
- b) A performance bond and a payment bond, each in the amount of 100 percent of the Agreement price with a corporate surety approved by the Routt County Board of County Commissioners, will be required for the faithful performance of the Agreement.
- c) Bonds submitted to the County must meet the following criteria:
 - 1. The bond must be issued by a corporate surely authorized to do business as a surety in the State of Colorado;
 - 2. The surety issuing the bond must have a current Best’s Rating of “A” or better (A- is not acceptable);
 - 3. The bond must provide that jurisdiction for any action on the bond shall be in the Routt County District Court, Routt County Court or the U.S. District Court for the District of Colorado; and
 - 4. The bond must provide that the substantially prevailing party in any action to recover on or enforce the bond shall have the right to recover its reasonable costs incurred in such action, including, without limitation, attorney fees.

27) EVALUATION CRITERIA

The following criteria will be used in the evaluation of qualifications for development of the short list of those Offerors to be considered for interviews and/or potential negotiations. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

- a) Offeror’s approach to the project. Describe how project will be staffed to assure that all required services will be handled on a continuous basis throughout the project and in a timely manner.
- b) Experience. Overall level of experience on small as well as larger projects. Be specific on level of experience of project personnel, their location and how many years’ experience working together. Proposal responses shall include resumes of all key personnel who will work on this project (including outside consultants) and list their roles/responsibilities.
- c) Demonstrated ability to complete a thorough and detailed report as required in the scope of work.
- d) Demonstrated knowledge of local conditions and physical proximity to the project.
- e) References describing quality of previous work, timeliness, diligence, and ability to meet budget and schedule. Proposal responses must include a list of clients for whom similar projects have been performed, including contact information.
- f) Agreement to use the Routt County Agreement as is.
- g) Ability to complete project according to project schedule.
- h) Overall cost and value of project.

28) SELECTION PROCEDURE

- a) Proposal responses will be evaluated by the Routt County evaluation team (herein called Selection Committee) selected for this RFP.
- b) Not all proposal response information is considered public, and only the final Agreement and costs of award will be available to the public. No proposal response information will be shared until after the RFP has been awarded.
- c) Should the Selection Committee determine at its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, an Agreement may be negotiated and awarded to that Offeror or further proposal responses may be sought.
- d) Except when it is determined to be in the best interest of the County, the County will evaluate proposal responses for award by evaluating the proposal responsiveness to this RFP based on the criteria included in this RFP. Routt County reserves the right to investigate the qualifications of all Offerors under consideration and to confirm any part of the information furnished by the Offeror, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work.
- e) The Selection Committee may engage in individual discussions or request a written and/or oral presentation with Offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews will be permissible. Such Offerors will be encouraged to elaborate on qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.
- f) Nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
- g) Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in the paragraph above, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the Selection Committee shall select in the order of preference one or more Offerors whose professional qualifications and proposed services are deemed most meritorious.
- h) The Selection Committee presents a recommendation to the Routt County Board of Commissioners (BCC) and asks for their approval of the recommendation (to enter into an Agreement with the suggested Offeror). Only the BCC has the authority to approve that Routt County can enter into an Agreement and they reserve full right to reject any or all proposal responses and to waive informalities and minor irregularities in proposal responses received, and to accept any portion of the proposal response whichever is deemed to be in the best interest of Routt County.
- i) If the BCC approves the Selection Committee recommendation then if an Agreement satisfactory and advantageous to Routt County can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such an Agreement can be negotiated at a fair and reasonable price.

29) CONTRACTOR MINIMUM QUALIFICATIONS

- a) This qualification document, submitted proposal response and interviews will be used to select a Contractor. The County will be the sole judge of the Contractor's qualifications and its decision shall be final.

- The Contractor must have been in business as a General Contractor for at least five (5) years.
- The Contractor must have experience with projects of similar type.
- The Contractor must have previous job references which show good past performance workmanship.
- The Contractor must show past financial stability and present financial capacity to complete the project.
- The Contractor must show capability and willingness to meet the project schedule.

30) BASIS FOR AWARD

- a) Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in this RFP, and any other information or factors deemed relevant by the County, shall be used in the final award.

31) PROPOSED SCOPE OF WORK

- a) **Pre-installation Services:** Contribute to the design development process in the following ways:
- Preliminary Design Development: Coordinate with YVRA Administration and Facilities Management in the design of the proposed conference room AV system.
 - Value-engineering: Provide expertise in design and equipment selection throughout the design process that cuts costs while maintaining or enhancing design intent and quality, value, and functional performance of improvements.
 - Provide complete layout diagrams, budget and schedule for approval by YVRA's Management Team.
- b) **Project Management and Installation.** The services that are expected to be provided by Firm include:
- Lead all design and installation meetings, produce minutes and follow up on tasks assigned to Project team members during the meeting.
 - Establish procedures to identify and changes in Project status or scope that may have a direct impact on time or cost.
 - Advise YVRA project representatives on prioritization of critical issues that need resolution.
 - Procure and install equipment needed for project.
 - Verify appropriate connectivity and functionality of installed equipment.
- c) **Service and Maintenance.** YVRA will need the selected Firm to maintain the AV equipment and provide technical support for a period of 3 years.

Service Level Agreement (SLA) shall be provided to YVRA for both remote and on premises service.

- d) **Design Guidelines.** YVRA seeks a design and installation that meets all requirements, and addresses "nice to haves".

Large Conference Room: Design is for an approximate 2,000 square foot conference room that can be subdivided into two 1,000 square foot spaces. The following are YVRA requirements and guidelines for this room:

- AV technology should support the ability of the main conference room to be subdivided, functioning as two independent systems when the room is divided and one system when the room is not subdivided. AV system should auto configure (for two conference rooms) when air wall is closed and when air wall is opened (for one large conference room).
- Both halves of the main conference room will have identical AV systems and both will have the same functional requirements.
- Both halves of the main conference room employ multiple PTZ cameras and any required support equipment to accommodate live streaming of events, as well as local recording.
- AV Equipment to be racked in centralized network closet.
- Both halves of the main conference room will be configured to allow for two (2) concurrent events with full integration into AV System. One for Desktop apps such as WebEx, the other for possible future use with Zoom Rooms.
- Both halves of the main conference room will have the option to integrate into AV system and allow for a Video Conferencing codec (h323, h.264, SIP, h.239, h.264).
- Both halves have embedded audio systems (microphones and speakers) providing clear audio to all persons in the room, for use with video conferencing, web collaboration software (see below), VOIP-based telephone (Mitel) audio conferencing, and local only audio presentation.
- Video displays or projectors should be viewable for all participants, regardless of table and chair placement. Displays will be capable of a minimum of 1080p resolutions. Estimate of two (2) Projectors/Screens or displays for each half of room.
- In the case of projectors (in lieu of displays) projection screens should automatically lower and raise via control system.
- Rooms will have wireless presentation capabilities to all video displays.
- LED displays can be used as dual (non-mirrored) displays for room based presentations. Control system should also allow for these displays to mirror the presentation.
- Rooms will have an HDMI wall port and floor port (located near the “front” of the room) as a hard-wired backup to the wireless presentation ability.
- Rooms will have wireless network based push presentation abilities, broadcast to either tablets or laptops used by participants, allowing for “Bring Your Own Device” use.
- Rooms will have both hardwired (wall mounted) and wireless tablet remote control for all end users facing functions of audiovisual system.
- AV system in both rooms will support video conferencing via h. 323 and h. 264, as well as h. 239 data sharing via video conference.
- AV system will support and provide audio and video input/output form application based web collaboration software, i.e. Zoom Rooms, Cisco WebEx, Google Hangouts, GoToMeeting, and Blackboard Collaborate on a computer/controller. One computer/controller per side of room.
- Integrated computer/controllers can be used as stand-alone, or as the source of a data share during a video conference.
- Embedded workstation can be used via wireless keyboard and mouse.
- AV system will provide closed captioning for the audio impaired via dedicated CC display/feed and/or Audio Assisted Device.
- Speaker’s lectern or mobile panel will contain two (2) small video screens enabling presenter to view their presentation (from any room camera) on one screen, the other as a

- monitor for the integrated computer/controller with a small keyboard and mouse/trackpad in order to run a presentation.
- Handheld remote presentation device and wall mounted panel used to manage and control AV system for different uses (video conference, presentation, telephone call, etc.)
AV system will include wireless hand held and lapel based microphones.
V system will include a power backup system.
 - AV system will allow for “Speech Lift” controls from remotes (enable/disable).
 - All remotes and display “wallpaper” must contain YVRA branding and logos.
 - AV system will have the ability to save profiles for camera position (PTZ), display use, volume control.
 - Integrated over the air HD television (for disaster readiness).
 - Mobile video camera for use with VTC and local recording.
 - End user documentation using screen shots to show control of system via hardwired and tablet controller.
 - Rooms will have a 4x USB input wall plate linked the computer/controller for accessing USB drives.
 - USB extender to IR receiver for wireless keyboard should not be readily accessible for participants, eliminating the possibility of it being used for something other than the wireless keyboard.
 - Full documentation of system configurations, schematics, copy of system code, and end user manuals to be provided by Firm and approved by YVRA.
 - Digital signage at entry, showing event name, occupied/unoccupied, room calendar and allowing for booking of room from touch panel.
 - Occupancy detection, releasing rooms in case of “no-shows”.

Meeting Room; capacity of approx. 20

- Concurrent computer/controllers with full integration into AV system. (1 used for desktop apps such as WebEx, the other for possible use with Zoom Rooms).
- LED display can be used as dual (non-mirrored) displays for room based computer/controllers. Control also allows for mirroring.
- Wireless laptop presentation capabilities via staff and guest wireless networks.
- Embedded audio system (microphones and speakers) providing clear audio to all persons in the room, for use with Video Conferencing, Web collaboration software (see below) VOIP-based telephone (Mitel) audio conferencing, or local only audio presentation.
- AV system will support and provide audio and video input/output from application based web collaboration software, i.e. Zoom Rooms, Cisco WebEx, Google Hangouts, GoToMeeting, and blackboard Collaborate installed on an integrated computer/controller.
- HDMI hard-wired connection for laptop to display.
- Mitel integration into room audio system
- Two PTZ cameras.
- All wiring hidden in either wall, floor or table (excluding HDMI hard-wired connection).
- Digital signage at entry, showing occupied/unoccupied, room calendar and allowing for booking of room from tough panel.
- Occupancy detection, releasing room in a case of “no-shows”.
- Meeting Room must be configured to be used as overflow for the Main Conference Room with audio and visual mirroring of presentations.

32) PROPOSAL OUTLINE

In order to simplify the review process and to obtain the maximum degree of comparability, the proposal should include the following items and be organized in the manner specified below.

1. Letter of Transmittal

A letter of transmittal briefly outlining the firm's understanding of the work and general information regarding the firm and individuals to be involved is limited to a maximum of two pages. The letter should clearly identify the local address of the office of the firm performing the work, the telephone number, and the name of the authorized representative. The letter shall include a clear statement from the firm that this offer is binding and shall remain open for 120 days from the due date of this RFP and acknowledges that its proposal cannot be withdrawn within that time without the written consent of YVRA.

2. Table of Contents

Include a table of contents that identifies the material by section, page number, and a reference to the information to be contained in the proposal.

3. Solicitation Form

The Solicitation Form included in the RFP shall be included here.

4. Profile of Firm Proposing

- a. Provide a brief description of the firm, its size and the locations of its offices. State whether the firm is a qualified small or minority-owned business, women business enterprise or labor surplus firm and, if certified as such by the State of Colorado or United States Government, indicate which department or agency has so certified the firm.
- b. State the firm's entity type (i.e. sole proprietorship, corporation, etc.) and state of incorporation or organization, if applicable.
- c. State whether the firm complies with the applicable registration, licensure, and permit requirements to do business in Colorado and the applicable county and/or city.
- d. Describe the local office from which the work is to be performed.
 1. Location of office.
 2. Current size of the office.
 3. The size of professional staff by level who would be working on this project, such as partner, manager and supervisor, senior, and other professional staff.
 4. The credentials and qualifications of key professional staff who will be involved on this project.

5. Qualifications

1. Management experience:

- 1.1 Provide the name, title, including a detailed description of the role and job responsibilities related to all personnel assigned to the Project, including experience, years with the firm and a list of relevant projects completed. Indicate who will serve as the primary contact for YVRA.

- 1.2 Provide the details related to any relevant projects especially projects completed in Colorado, including scope of work and Agreement sum.
- 1.3 Provide a list of any projects within the last three years on which the firm proposing was contracted and was terminated, held in default, or failed to complete the work. Include the name of the project(s), timeframe of the project and circumstances surrounding the termination or default.
- 1.4 Provide information regarding any recent legal proceedings and arbitration against the firm proposing that are current and occurred within the last three years.
2. Quality control:
 - 2.1 Describe the firm's policy on notification of changes in key personnel.
 - 2.2 Briefly describe the firm's system of quality control to ensure the work meets a high quality standard.
3. Provide a description of how the firm's expertise technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.
4. References:
 - 4.1 Include five (5) client references for work that is comparable to the scope of this Project. Include contact information for the architects involved in the work.
 - 4.2 Provide a minimum of three (3) credit references.

6. Project Specific Experience

Provide a description of the three most relevant AV Installation Agreements held by the proposing firm within the last five years, one page per projected, to include:

- a. Role of the firm
- b. Dollar value of the project
- c. Dollar value of fee
- d. Project description
- e. Staffing
- f. Duration of project
- g. Relationship to client
- h. Client contact information: name, position, entity name, telephone number, and email address for each project.

7. Scope of Services and Proposed Project Schedule

Describe the firm's understanding of the scope of services to be provided. Provide a description of how the firm will approach this work including how the proposing firm will manage the design process, installation, overall project schedule and ongoing service and maintenance.

8. Fees and Compensation

Provide and itemized fee proposal listing:

- Equipment direct costs
- Mark-ups on equipment
- Labor
- Overhead

- Profit

In addition, provide the following information as relevant to the fee proposal:

- a. The hourly rate of staff to be assigned to this project, by staff classification.
- b. Estimates of out-of-pocket expenses.
- c. The frequency and timing of the firm's billing process.

9. Fiscal Stability

Provide evidence of corporate stability including:

- a. A current report from any commercial credit rating service such as Dunn and Bradstreet or Experian; or
- b. A letter from a financial institution stating a current line of credit; and
- c. Latest audited financial statement and/or annual report that has been certified by a CPA. This information will remain confidential and is not subject to public disclosure.

10. Exceptions to Agreement Requirements

Routt County's draft form of Agreement is attached as Exhibit "A" and incorporated herein by reference. Any exceptions to the requirements of the draft form of Agreement shall be noted in the proposal. The Firm should pay particular attention to the insurance and indemnification requirements. Routt County shall have no obligation to accept any exceptions and may reject any proposal noting exceptions to its Agreement requirements.

**EXHIBIT A: SAMPLE AGREEMENT FOR THE DESIGN, SALE AND INSTALLATION OF
NAME OF EQUIPMENT**

This Agreement for the Design, Sale and Installation of ***Name of Equipment*** (the "Agreement") dated as of ***Date of Agreement***, is between ***Name of Contractor*** ("Contractor") and Routt County, Colorado ("County"), by and through its Board of County Commissioners ("Board").

Recitals

- A. County owns the ***Name of County Building*** located at ***Location of Building***, Colorado.
- B. ***Name of Equipment*** is needed for the ***Equipment Location***.
- C. Contractor has submitted a proposal for the installation of ***Name of Equipment*** for the ***Equipment Location*** which proposal is attached hereto as Exhibit A. The work and provision of the equipment described in Exhibit A is hereinafter referred to as the Project.
- D. The Board has decided to accept the proposal of Contractor for the Project subject to the execution of an Agreement between Contractor and County acceptable to the Board.
- E. Contractor and County intend by this Agreement to set forth the scope of the work to be done by Contractor and equipment to be provided to County by Contractor in connection with the Project and to also set forth the related terms and conditions to govern the relationship between Contractor and County in connection with the Project.

Terms and Conditions

- 1. **Scope of Project:** County shall purchase and Contractor shall design, sell and install the equipment and services specified in Exhibit A. In the event that any provision of this Agreement, exclusive of the exhibit, is in conflict with any of the provisions of the exhibit, the text of this Agreement, exclusive of the exhibit, shall control.

Contractor shall perform the work necessary for the Project in a skillful, professional and competent manner and in accordance with the standards of care, skill and diligence applicable to installers and suppliers of the types of equipment to be provided as a part of the Project conducting business within the United States of America. All equipment and software supplied by Contractor shall be subject to the warranties and representations set forth or described in Exhibit A.

Contractor shall provide clear title to all equipment provided as part of the Project, free and clear of all liens and encumbrances.

2. **Compensation and Payment:**

2.1 County shall pay Contractor for the equipment and services to be provided as part of the Project a sum not to exceed *****Payment Amount*****, which includes one year customer care service coverage. This amount shall be inclusive of all costs of whatsoever nature associated with Contractor's work on the Project, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside consultant fees. The scope of the Project and the compensation to be paid therefor shall only be changed by a properly authorized amendment to this Agreement. No employee or agent of County has the authority to obligate County with regard to any payment for any services which exceeds the amount payable under this Agreement and any amendment to it.

2.2 County shall have no obligation to make payment hereunder until after completion of the Project and Contractor has submitted an invoice to County's Project Administrator for such payment. All billings shall include Contractor's taxpayer identification number.

2.3 County is exempt from Colorado sales and use taxes and Contractor shall be responsible for all taxes imposed in connection with this transaction.

2.4 In the event that the Compensation to be paid to Contractor for the Project exceeds \$50,000, the Contractor shall deliver properly executed and issued payment and performance bonds meeting the requirements of C.R.S. § 38-26-105 in the penal sum of the amount set forth in Section 2.1 hereof. The payment and performance bonds are required to provide assurance to the County that Contractor will promptly make payments of all amounts lawfully due to persons or Subcontractors used in connection with the Project and that Contractor will indemnify and save County harmless to the extent of any payments due to persons or Subcontractors used by Contractor in connection with the Project.

3. **Time for Completion of Project:** Contractor shall commence work on the Project within 10 calendar days of the date on which it is given notice that Board has signed this Agreement and, unless the completion date is extended under the provisions of this Agreement, shall complete the Project no later than *****Completion Date*****.

4. **Project Representation:**

4.1 County designates *****County's Project Manager***** as its Project Manager. County reserves the right to change the Project Manager at any time by giving written notice of such change to Contractor.

4.2 Contractor designates *****Contractor's Project Manager***** as its Project Manager. County may rely upon the guidance, opinions, and recommendations provided by *****Contractor's Project Manager***** and Contractor's other representatives. Should any of Contractor's representatives, and particularly *****Contractor's Project Manager***** be replaced and such replacement require County or Contractor to undertake additional reevaluations, coordination, orientations, or other efforts, Contractor shall be responsible for all such additional costs and services.

5. **Software License:** Contractor hereby grants to County a non-exclusive, non-transferable, non-assignable perpetual license to use any software being provided by Contractor in connection with the Project.

6. **Warranties and Representations:** Contractor hereby provides those warranties of the equipment, software and services being provided in accordance with the provisions of Exhibit A hereof and Contractor shall assign to County any manufacturer's warranties provided for any of the equipment being provided by Contractor as part of the Project.

7. **Personnel:** Contractor shall be responsible for worker's compensation and all other benefits for Contractor and its employees working on the Project and such employees shall not, for any reason, be deemed the agents, servants or employees of County. **Neither Contractor nor any employee of Contractor shall be entitled to unemployment insurance benefits through County and Contractor shall be obligated to pay any federal or state income taxes due with respect to any sum payable by County hereunder.**

8. **Insurance:**

8.1 Contractor shall procure and maintain, and shall cause each Subcontractors of Contractor to procure and maintain, the minimum insurance coverages listed below. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by Contractor to maintain such continuous coverage.

8.1.1 Worker's Compensation insurance as required by the applicable Labor Code and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

8.1.2 General Liability insurance with minimum combined single limits of One Million One Hundred Thousand Dollars (\$1,100,000.00) each occurrence and One Million One Hundred Thousand Dollars (\$1,100,000.00) aggregate. The policy shall name County, its officers and employees, as additional insureds, with primary coverage as respects County, its officers and employees, and shall contain a severability of interests provision.

8.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Hundred and Fifty Thousand Dollars (\$150,000.00) per person in any one occurrence and Six Hundred Thousand Dollars (\$600,000.00) for two or more persons in any one occurrence, and auto property damage insurance of at least Fifty Thousand Dollars (\$50,000.00) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall name County, its officers and employees, as additional insureds, with primary coverage as respects County, its officers and employees, and shall contain a severability of interests provision. If Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of Contractor providing services to County under this Agreement.

8.2 Prior to commencing work under this Agreement, Contractor shall provide County with a certificate of insurance evidencing that the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Project Administrator prior to commencement of any services under this Agreement.

8.3 The parties hereto understand and agree that County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) 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 County, its officers and employees.

9. **No Assignment:** Contractor may not assign its interest in this Agreement without the prior written consent of County, which may withhold such consent in its sole discretion. Except as so provided, this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party.

10. **Conflicts of Interest:** Neither Contractor nor any of its employees shall, at any time during the term of this Agreement, do work for, nor shall they have any financial interest or other relationship with any entity or project which would constitute a conflict of interest or influence or otherwise jeopardize the professional judgment of Contractor in connection with the Project.

11. **Confidentiality:** Contractor acknowledges that it may receive confidential information from County in connection with the Project or, as part of the Project, develop such information. Contractor shall take all precautions necessary to maintain and protect the confidentiality of any such information and to ensure that it shall be used only for the purposes of the Project.

12. **Indemnification:** Contractor agrees to indemnify and hold harmless County, and its officers and employees, from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arises out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss, or damage is caused by, or is claimed to be caused by, the act, omission, or other fault of Contractor or any officer, employee or Subcontractor of Contractor. The obligations of this Section 12 shall not extend to any injury, loss, or damage which is caused by the act, omission, or other fault of County.

13. **Illegal Alien Provisions:** This Agreement is subject to the provisions of the Illegal Aliens-Public Agreements for Services Act found at C.R.S. Section 8-17.5-101 *et seq.* By execution of this Agreement, Contractor certifies that it does not knowingly employ or Agreement with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

A. Specifically, Contractor shall not:

(1) Knowingly employ or Agreement with an illegal alien to perform work under this Agreement;

or

(2) Enter into an Agreement with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.

D. If Contractor obtains actual knowledge that any of its Subcontractors performing work under this Agreement knowingly employs or Agreements with an illegal alien, Contractor shall:

(1) notify the Subcontractor and County, within three days of discovery of such fact, that Contractor has actual knowledge that the Subcontractor is employing or Contracting with an illegal alien; and

(2) terminate the Agreement with the Subcontractor if, within three days of receiving the notice required by subpart D. (1) above, the Subcontractor does not stop employing or Contracting with the illegal alien; except that Contractor need not terminate the Agreement with the Subcontractor if, during such three days, the Subcontractor provides information establishing that the Subcontractor has not knowingly employed or Contracted with an illegal alien.

E. Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

F. If Contractor violates any of the provisions of this section, County shall have the right to terminate the Agreement for breach of Agreement and, in such case, Contractor shall be liable to County for all actual and consequential damages incurred by County as a result of such breach and the termination of this Agreement.

G. County will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the County terminates this Agreement for such breach.

As used in this provision, "Department" means the Colorado Department of Labor and Employment.

14. **Notices:** Any notice required under this Agreement may be personally delivered or mailed in the United States mails, first class postage prepaid to the party to be served at the following addresses:

Contractor: ***Name of Contractor***
 Contractor's Mailing Address
 Contractor's Physical Address
 City, ***State*** ***Zip Code***
 Attn: ***Contractor's Project Manager***

County: Routt County Board of Commissioners
 522 Lincoln Avenue, Suite 30
 Steamboat Springs, Colorado 80487

Notices personally served shall be deemed served on the date of delivery. Notices mailed shall be deemed served the next business day following the date of mailing if mailed in the State of Colorado otherwise on the date which is two business days following the date of mailing.

15. **Attorney Fees:** In the event either party to this Agreement brings suit to enforce or interpret any portion of this Agreement, the party substantially prevailing in such action shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorney's fees.

16. **Choice of Laws and Venue:** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be in the District Court in the Fourteenth Judicial District for the State of Colorado.

17. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and which together shall constitute a single instrument.

18. **Severability:** Any provision of this Agreement which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

19. **Entire Agreement:** This Agreement, including Exhibit A, constitutes the entire agreement between the parties concerning the Project and may not be amended except by a written document executed by all parties hereto.

*****Name of Contractor*****

By: _____

Printed Name: _____

Title: _____

ROUTT COUNTY, COLORADO

By: _____

*****BCC Chairman***, Chair
Board of County Commissioners**

ATTEST:

Kim Bonner
Routt County Clerk

REQUEST FOR PROPOSAL (RFP) #693
CONFERENCE ROOM AUDIO VISUAL (AV) DESIGN, INSTALLATION, AND SERVICE
YAMPA VALLEY REGIONAL AIRPORT
ROUTT COUNTY, COLORADO

ADDENDUM(S) # _____

Please acknowledge receipt of Addendum(s) with Proposal submittal. Failure to do so will result in a non-compliant proposal.

Company Name:

Signature:

Date:
