



13 West 3rd Street Room 212 La Junta, Colorado 81050

ELEVATOR MODERNIZATION

September, 20th 2024

Project: Historic Masonic Lodge – Elevator Modernization

Location: 323 Santa Fe Avenue La Junta, Colorado 81050

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GENERAL INFORMATION

INTRODUCTION/DESCRIPTION OF PROJECT

Otero County on behalf of Bent, Crowley and Otero County's (building owner) is in search of a highly skilled contractor to undertake the modernization of one elevator in the Historic Masonic Lodge at 323 Santa Fe Avenue, La Junta, Colorado 81050.

All respondents accept the conditions of this RFP, including, but not limited to, the following:

- The current elevator in the building is failing. It's important that an onsite review of the project be completed prior to providing a proposal.
- It's important to note that the elevator is in a historic building that is undergoing a phased restoration. The chosen contractor will need to work closely with the architect/designer currently restoring the building to assure the elevator meets historic standards.
- **Mandatory** site visit is scheduled for October 7, 2024 at 9:00am at 323 Santa Fe Avenue, La Junta, Colorado 81050. Contact Facilities Manager, Darren Garcia for questions at dgarcia@otero.gov.
- All submittals shall become the property of Otero County and will not be returned.
- Late submittals shall not be evaluated.
- Any restriction as to the use of submitted materials must be clearly indicated as proprietary.
- The requested limitation or prohibition of use or release shall be identified in writing on a cover sheet. Blanket claims of proprietary submittals will not be honored. Cost proposals will be considered proprietary.
- The County reserves the right to reject any or all proposals based on being unresponsive to this RFP or for failure to disclose requested information.
- The County shall not be liable for any costs incurred by respondents in the preparation of submittals and proposals nor in costs related to any element of the selection and contract negotiation process.
- Any agreements entered between the parties shall be construed and interpreted in accordance with the laws of the State of Colorado. The parties shall submit to the jurisdiction of the Courts of Otero County, Colorado, and waive any right to object to any proceedings being brought in these courts.
- Respondent shall obtain any local and State permits required for the project and provide proof to the County. The Otero County building permit fees will be waived.

SCOPE OF SERVICES:

- Procure and install all required materials necessary for the elevator's modernization to ensure it operates in compliance with ADA standards while preserving its historical integrity.
- Provide training sessions for relevant personnel on the operation, maintenance, and troubleshooting of the installed network infrastructure.
- Ensure a smooth handover process, including the transfer of all relevant information and documentation to the client or designated stakeholders.
- Maintain open communication and coordination with other stakeholders involved in the rehabilitation project.
- Address any concerns or requirements promptly to ensure a cohesive and successful project execution.

PROPOSAL REQUIREMENTS

Proposals must include, but are not limited to, the following items:

- Letter of interest, including address, telephone number, and email address, and signed by the principal-in-charge.
- Completed documents as listed below:
 - ACKNOWLEDGMENT OF ADDENDA – Exhibit A – If necessary.
 - INSURANCE ACKNOWLEDGMENT – Exhibit B
 - COST PROPOSAL – Exhibit C
 - CONTRACTOR’S CERTIFICATION OF COMPLIANCE – Exhibit D

SCHEDULE

The schedule of events for the RFP process and an outline of the schedule for the balance of the project is as follows:

Advertisement	[REDACTED]	9/20/24-9/27/24
[REDACTED] RFP Document Release	[REDACTED]	9/20/2024
[REDACTED] Mandatory Site Visit	[REDACTED]	10/07/2024 -- 9:00AM
Date Email Questions (Clarifications) Due		10/14/2024
[REDACTED] Date Email Response Issued	[REDACTED]	10/17/24
[REDACTED] Proposals Due	[REDACTED]	10/25/2024
[REDACTED] Selection Announced	[REDACTED]	10/28/2024
[REDACTED] Negotiation of Contract	[REDACTED]	10/28/2024-11/1/2024
[REDACTED] Contract Approval (projected)	[REDACTED]	11/11/2021
[REDACTED] Anticipated Project Start	[REDACTED]	12/1/2024

Proposals are due 10/25/2024, via email and shall be received no later than 5:00 PM (MST), at the following address: Amy White-Tanabe, County Administrator at atanabe@otero.gov

The above schedule is **tentative**. Responding teams shall be notified of revisions in a timely manner by email. Respondents may elect to verify times and dates by email, but no earlier than 36 hours before the scheduled date and time.

CLARIFICATIONS

Owner-initiated changes to this RFP will be issued under a numerically sequenced email addendum.

Addenda consist of the following items:

- Clarifications
- Scope Changes
- Time and/or Date Changes

All addenda are a part of the RFP, and each respondent will be bound by such addenda. It is the responsibility of each respondent to obtain, read and comprehend all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its Proposal will not relieve the respondent from any obligation contained therein.

QUESTION AND CLARIFICATION PERIOD

Each respondent shall examine all RFP documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, clarification or additional information pertaining to this RFP shall be made in writing via email to the Otero County Administrator or to atanabe@otero.gov. All questions received and responses given will be provided to potential respondents via an addendum to this RFP.

Otero County will not be responsible for oral interpretations given by other sources including County staff, representatives, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification, or additional information will be given.

Owner-initiated changes to this RFP will be issued under a numerically sequenced email addendum.

Respondents must acknowledge all issued addenda in their submittal and proposal by completing **ACKNOWLEDGMENT OF ADDENDA** form and returning a copy with their proposal.

ACKNOWLEDGMENT OF ADDENDA – Exhibit A

The undersigned acknowledges receipt of the following addenda:

Addendum No.	Date Received:
Addendum No.	Date Received:
Addendum No.	Date Received:
Addendum No.	Date Received:
Addendum No.	Date Received:
Addendum No.	Date Received:
Addendum No.	Date Received:
Addendum No.	Date Received:

Print or type Proposer's information below:

_____	_____
Name of Proposer	Telephone Number
_____	_____
Street Address	City/State/Zip
_____	_____
Email Address	Website Address
_____	_____
Print Name & Title of Authorized Officer	Signature of Authorized Official Date

INSURANCE

The Contractor agrees to maintain insurance throughout the life of the project.

Liability Insurance Coverage. Contractor shall maintain business liability insurance in the minimum coverage amount of Three Hundred Eighty-seven Thousand Dollars (\$387,000.00) per person or One Million Ninety-three Thousand Dollars (\$1,093,000.00) per incident.

Worker's Compensation Insurance Coverage. The Independent Contractor is not entitled to Worker's Compensation Insurance Coverage through County and shall execute a Certification by Independent Contractor, attached hereto, (see CRS 8-40-202) or provide proof of Worker's Compensation Insurance Coverage as required by the State of Colorado for all persons to be employed on the project.

All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

Prior to exercising any agreement, the County requires the Contractor to provide proof of the insurance coverage or policies required under the Agreement.

The Contractor shall not commence work under any contract until it has submitted to the County and received approval thereof, certificates of insurance showing that it has complied with the foregoing insurance requirements.

All referenced insurance policies and/or certificates of insurance shall be issued to include Otero County as an "additional insured."

Underwriters shall have no right of recovery or subrogation against Otero County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described.

The clause entitled "Other Insurance Provisions" contained in any policy including Otero County as an additional insured shall not apply to Otero County.

If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Otero County Commissioners Office for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, any contract entered into between the parties, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

Will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

INSURANCE ACKNOWLEDGMENT – Exhibit B

THE UNDERSIGNED has read and understands the insurance requirements applicable to any Agreement resulting from this solicitation and shall provide the insurances required in this RFP within ten (10) days from the date of Notice of Intent to Award.

Proposer Name: _____

Date: _____

Signature (Authorized Official): _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

Return this signed statement with your proposal.

COST PROPOSAL – Exhibit C

TOTAL COST TO COMPLETE PROJECT: \$ _____

Estimated start date: _____

Estimated duration: _____

Estimated date of completion: _____

Company Name: _____

Company Address: _____

Name of Company Representative Submitting Proposal (Please print):

Signature of representative: _____ Date: _____

Otero County reserves the right to reject any and all proposals and the right to waive any requirements if it determines it is in the best interest of the County. No bid is deemed accepted by Otero County until the parties have signed a formal contract regarding the project. All materials are confidential and proprietary until bid opening.

CONTRACTOR’S CERTIFICATION OF COMPLIANCE – Exhibit D

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended, as a prerequisite to entering into a contract for services with Otero County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., as amended, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the contract for services.

CONTRACTOR:

Company Name: _____

Date: _____

Signature (Authorized Official): _____

Printed Name/Title: _____

Note: Registration for the E-Verify Program can be completed at: <https://www.e-verify.gov/>.

Qualifications made by a respondent in executing this form may render a submittal non-responsive as determined by the County.

SAMPLE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by the **BOARD OF COUNTY COMMISSIONERS OF OTERO COUNTY, COLORADO**, hereinafter referred to as "County", and **XXXXXX**, hereinafter referred to as "Contractor".

WHEREAS, the County advertised a "Request for Proposals" for XXXXXX and

WHEREAS, the Contractor was the successful bidder; and

WHEREAS, the parties wish to enter into an Agreement to set forth the terms and conditions of this project;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, the parties hereby agree as follows:

1. **RELATIONSHIP**: The parties to this Agreement intend that the relationship between them created by this Agreement is that of owner and independent contractor. No agent, employee or servant of Contractor shall be or shall be deemed to be the agent, employee or servant of the County. The manner and means of conducting the work are under the sole control of Contractor. Contractor shall be solely and entirely responsible for its acts and for the acts of Contractor's agents, employees, and servants during the performance of this contract.

2. **CONTRACT DOCUMENTS**: The contract documents shall consist of this Agreement, the "Otero County Formal Request for Proposals --- XXXXXX" as concerns a XXXXX and the Contractor's bid documents, hereinafter referred to as the "Contract Documents" that shall be inclusive (PROJECT DESCRIPTION). All of the documents are incorporated by reference herein.

3. **LABOR**: Contractor shall provide and furnish at Contractor's expense all labor, equipment, and supplies, and other items necessary to carry out the work to be performed under the Contract Documents.

All work to be performed under the Contract Documents shall be done in a good and workmanlike manner.

4. **OTHER REQUIREMENTS**:

- (a) Contractor shall obtain any local, State and Federal permits required for this project and provide proof to County. The Otero County permit fees are waived;
- (b) Contractor shall notify Amy White-Tanabe, Otero County Administrator, of its startup date one week before starting the project;
- (c) Contractor shall coordinate its work so as to not interfere with the activities of the Sheriff's staff and public;
- (d) Contractor shall be responsible for the cost of repair for any damage done by Contractor

(or a subcontractor) while doing the work required under this Agreement;

5. RATE OF PROGRESS: The Contractor is to maintain a rate of progress in the work which will result in the project completion by XXXXX..

6. CONSIDERATION: County shall pay Contractor the sum of \$XXXX for the performance of the work described in the Contract Documents.

County shall pay Contractor for its services as follows:

- (a) The Contractor may submit a request for payment upon completion of the each step of the project. Payment will be made within twenty (20) days of receipt of invoice;
- (b) The County will withhold 5% of the request for payment and will release the withheld 5% upon the County's approval of the successful completion of the project as determined by the County at its sole discretion;

7. INSURANCE: The Contractor shall secure and maintain during the life of the project such insurance from an insurance company authorized to write casualty insurance in the State of Colorado as will protect Contractor and the County from claims for bodily injury, death, or property damage which may arise from operations under this Agreement. The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and shall have filed the certificate of insurance or the certified copy of insurance policy with the County. Each insurance policy shall contain a clause providing that it will not be canceled by the insurance company without a minimum of ten (10) days written notice to the County of intention to cancel. The types/amounts of such insurance shall be not less than the following:

- (a) Liability Insurance Coverage. Contractor shall maintain business liability insurance in the minimum coverage amount of \$387,000.00 per person or \$1,093,000.00 per incident. County shall be listed as an additional insured on said policy.
- (b) Contractor will secure and maintain during the term of this Agreement Worker's Compensation Insurance Coverage as required by the State of Colorado for all persons employed on this project and shall provide proof thereof to County prior to commencing work on the project **or** shall execute a Certification by Independent Contractor, pursuant to C.R.S. 8-40-202, prior to beginning work.

8. INDEMNITY: Contractor shall indemnify and hold harmless County and its employees from and against any and all liability, loss, damage, expense, fine or penalty, including, but not limited to, attorney's fees, in connection with the performance of this Agreement or by conditions created thereby. Contractor shall further indemnify and hold harmless County against any and all claims or actions based upon or arising out of damage, injury or death to persons or property caused by or sustained in connection with the performance of this Agreement or by conditions created thereby or based upon any violation of any State or Federal statute, ordinance or regulation and the defense of any such claims or actions, including, but not limited to, reasonable attorney's fees, expenses, damages, fines or penalties.

Contractor also indemnifies County against all liability and loss in connection with and shall assume full responsibility for payment of all Federal, State or local taxes or contributions imposed or required under

unemployment insurance, Social Security and income tax laws or Workmen's Compensation with respect to Contractor's employees engaged in the performance of this agreement.

9. **INDEPENDENT CONTRACTOR.** IT IS EXPRESSLY ACKNOWLEDGED BY INDEPENDENT CONTRACTOR THAT IT IS AN INDEPENDENT CONTRACTOR UNDER THE TERMS OF THIS AGREEMENT. NOTHING IN THIS AGREEMENT IS INTENDED NOR SHALL IT BE CONSTRUED TO CREATE AN EMPLOYER/EMPLOYEE RELATIONSHIP OR A JOINT VENTURE RELATIONSHIP OR ALLOW EITHER PARTY TO EXERCISE CONTROL OR DIRECTION OVER THE MANNER OR METHOD BY WHICH THE PARTIES EXERCISE THEIR RESPECTIVE PROFESSIONAL JUDGMENT. INDEPENDENT CONTRACTOR UNDERSTANDS AND AGREES THAT COUNTY WILL NOT PAY OR WITHHOLD ON BEHALF OF INDEPENDENT CONTRACTOR ANY SUMS FOR INCOME TAX, UNEMPLOYMENT INSURANCE, SOCIAL SECURITY, WORKMEN'S COMPENSATION INSURANCE, OR ANY OTHER WITHHOLDING TAX OR INSURANCE PURSUANT TO ANY LAW OR REQUIREMENT OF ANY GOVERNMENTAL BODY. INDEPENDENT CONTRACTOR AGREES THAT ALL SUCH PAYMENTS AND WITHHOLDINGS, IF ANY, ARE THE SOLE RESPONSIBILITY OF INDEPENDENT CONTRACTOR, AND INDEPENDENT CONTRACTOR HEREBY WARRANTS AND REPRESENTS THAT INDEPENDENT CONTRACTOR WILL MAKE ALL SUCH PAYMENTS AND WITHHOLDINGS. INDEPENDENT CONTRACTOR AGREES TO HOLD COUNTY HARMLESS AS CONCERNS ANY CLAIM ARISING OUT OF COUNTY'S FAILURE TO WITHHOLD ANY AMOUNT FROM INDEPENDENT CONTRACTOR'S COMPENSATION.

10. **WARRANTIES:** Contractor warrants and guarantees that all testing results will comply with trade standards and may be relied upon by the County. Failing this standard, the Contractor will bear sole liability in rectifying the situation.

11. **NON-LIABILITY OF THE COUNTY:** It shall be understood and acknowledged that County does not assume any liability for any charges made by any design firm, registered engineer, architect, consultant, partnership or individual who may have in any way contributed to the plans used in bidding this project.

12. **VALID FEES AND CHARGES:** No charges or fees will be considered as an obligation of County which are not specifically included in the Contract Documents.

13. **NONDISCRIMINATION:** In connection with the performance of work under this agreement, Contractor agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, color, national origin, or ancestry, and further agrees to insert the foregoing provision in all contracts hereunder.

14. **LEGAL COMPLIANCE:** Contractor shall give all notices and comply with all federal, state, and local laws, ordinances, codes and regulations in any manner affecting the conduct of work, and all such orders and decrees as exist, or may be enacted by bodies or tribunal having any jurisdiction or authority over the work and shall indemnify and save harmless County and the engineer, if any, against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by Contractor or Contractor's employees.

15. PUBLIC NUISANCE: Contractor shall at all times conduct its work so as to insure the least possible obstruction to traffic and inconvenience to the general public and to insure the protection of persons and property. Contractor shall provide adequate signs and take all necessary precautions for the protection of the work and the public.

16. CHANGES IN WORK: County may, as the need arises, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation and time of completion affected by the change will be adjusted at the time of ordering such change and reduced to writing and signed by the parties and shall become a part of the Contract Documents.

17. ADDITIONAL INSTRUCTIONS: Additional drawings or instructions may be issued by County during the progress of the work to clarify work to be done.

18. DISCREPANCIES: Any discrepancies in the Contract Documents shall be called to the attention of the County by Contractor before proceeding with the work.

19. INTENT OF CONTRACT DOCUMENTS: The intent of the Contract Documents is that Contractor furnish all labor, equipment, supplies and supervision necessary for the proper execution of the work unless specifically noted otherwise. Contractor shall do all the work shown in the Contract Documents and all incidental work considered necessary to complete the project in a substantial and acceptable manner.

20. CONTRACT DOCUMENTS AT JOB SITE: One complete set of all Contract Documents shall be maintained by Contractor at the job site and shall be available to County at all times when the work is in progress.

21. COUNTY'S RESPONSIBILITIES AND AUTHORITY: County shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the fulfillment of the Contract Documents on the part of Contractor.

22. CONFIDENTIALITY OF INFORMATION: Subject to the Colorado Public (Open) Records Act, Section 24-72-102, *et. seq.*, C.R.S., as amended ("CORA"), Contractor will hold in strictest confidences all information furnished by the County or others during the performance of services, including the results of any reports or investigations or observations made by Contractor or communicated to Contractor during the performance of its services. Contractor shall not disclose such information to others without the prior written consent of the County or as may be required by law or court order.

23. RECORDS. Contractor agrees and promises to keep and maintain reasonable records of activities performed under this contract for a period of three years from the date of this Agreement. Contractor agrees to permit access to Contractor's records as may be necessary for analysis purposes in determining compliance with the terms of this Agreement.

24. COUNTY'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK: County will have the right to terminate this Contract for default after giving ten days' written notice of termination to Contractor and upon Contractor receiving written notice from County stating cause for such action. In the event of such termination, County may take possession of the work and may finish the work by whatever method and means it may select. In addition, upon default, County may take any action allowed at

law or in equity, including, but not limited to, an action for damages or specific performance. Any remedy pursued will be at County's sole discretion. It will be considered a default by Contractor whenever it shall:

- A. Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors.
- B. Disregard or breach provisions of the Contract Documents or County's instructions, or fail to prosecute the work according to an agreed schedule, including extensions thereof;
- C. Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefore.

25. SUBCONTRACTS: At the time when requested by County, Contractor shall submit in writing to County, for approval by County, the names of the subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the approval of County. Contractor is responsible to County for acts and omissions of its subcontractors, as he is responsible for the acts and omissions of its employees. The Contract Documents shall not be construed as creating any contractual relation between any subcontractors and County. Contractor shall bind every subcontractor by the terms of the Contract Documents. In the event Contractor uses subcontractors, Contractor shall provide proof of liability insurance coverage for said subcontractors to County prior to commencing work on this project.

In the event Contractor opts to use a subcontractor or subcontractors, the Contractor agrees to provide proof of insurance for the subcontractor or subcontractors prior to said subcontractor or subcontractors beginning work on this project.

26. ASSIGNMENT: This Agreement shall be non-assignable by the Contractor without having received the prior written consent of the County.

27. GOVERNING LAW: This Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado. The parties hereto submit to jurisdiction of the Courts of Otero County, Colorado, and waive any right to object to any proceedings being brought in those courts.

28. ENTIRE AGREEMENT: This Agreement contains the final and entire agreement between the parties and is intended to be an integration of all prior understandings. The parties shall not be bound by terms, conditions, statements or representations not contained herein.

29. MODIFICATION: No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

30. ATTORNEY'S FEES: In the event County is obligated to incur attorney's fees as a result of the enforcement of this Agreement or any provision herein, Contractor shall be obligated to reimburse County those attorney's fees and other costs incurred as a result of the enforcement of this Agreement.

31. AUTHORITY TO SIGN/BIND: This Agreement shall be effective upon signature of both parties' authorized officials, and by so signing those officials represent that they do have the authority to legally bind their respective entities.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF OTERO COUNTY, STATE OF
COLORADO

By _____
County Clerk

By _____
Chairman

CONTRACTOR

By: _____
Name:
Title: President

STATE OF)
County of Otero) ss.
)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

