

**REQUEST FOR PROPOSAL (RFP)
FLIGHT INFORMATION DISPLAY SYSTEM (FIDS)
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 seeking proposals from highly experienced and professional firms to provide pricing and solution for a cloud-based Flight Information Display software at the Yampa Valley Regional Airport in Hayden, Colorado. The objective is to have a fully executed Routt County Professional Service Contract by July 12, 2022, with the project completed by September 1, 2022.

Purpose and Need/Project Description

The Yampa Valley Regional Airport is looking for a system that has the capability to provide accurate, real-time, automated flight information for Flight Information Displays (“FIDS”) and Baggage Information Displays (“BIDS”) that relieves both the airport and the airlines of the burden of maintaining the system and updating flight information data. The system must be flexible in providing various layouts for displaying information, and also expandable, to include, but not be limited to, providing advertising/marketing capability, gate information display, baggage information display, aircraft delay information, news, weather, and aircraft tracking information.

The Multi-User Flight Information Display System (“MUFIDS”) must be capable of handling multiple airlines including major airlines, low-cost airlines, and essential air providers, including, but not limited to, air carriers such as United, Southwest, American, and Delta as well as charter companies like Sun Country Airlines. Each display unit must be customizable for its specific location as follows:

1. Ability for an airline to display all flights it operates, including both arrivals and departures, or departures only, at the gate counter location.
2. Displays in the public areas will show all flights for all airlines at the Airport and must be able to be changed to display arrivals only, departures only, or both arrivals and departures in either static or rotational format.

The MUFIDS shall use the existing Airport Network for connectivity. The Network is a fiber-based system that will connect to the access points using Cat 5. The contractor shall provide a web portal(s) for the Airport and airline tenants to access the MUFIDS for local changes to include, but not to be limited to, flight information, display setup, and emergency notifications.

The company is required to inform the Airport of all equipment needs to support the system proposed, provide detailed, itemized cost information of the complete system, including one-time, upfront, and all ongoing costs, as well as information on the complete capabilities of the company’s product. The selected company shall provide, install and test all system equipment and components to ensure a fully functional system upon startup.

Background Information: The Airport

The Yampa Valley Regional Airport (“Airport”) is owned and operated by Routt County, Colorado local government (“County”). The Yampa Valley Regional Airport operates seven days a week. During the winter months of December through April, the airport is host to six

airlines with a reduction down to two airlines from May until November. The Airport currently uses OAG for FIDS.

Scope of Work

It is intended that the Vendor shall provide a MUFIDS and BIDS system for the Airport through a turnkey project to meet the following Airport specifications.

The Bidder shall be responsible for providing the cloud/internet-based host servers, server hosting service, as well as ancillary hosting services and feeds as described herein.

Existing infrastructure is to be utilized to the greatest extent possible. All new hardware, software, controllers, LCD monitors, input devices, etc. that are needed to implement the new system should be included in your proposal. Existing cabling and LCD Monitors are installed throughout the terminal (reference Drawings attached) and shall be used for the FIDS/BIDS scope to the greatest extent possible. All equipment, components, and software proposed shall be new, current, and fully supported by the manufacturer. The following requirements must be included in your proposal:

Minimum Required Features but not limited to:

- MU-FIDS (Multi-user Flight Information Display System)
- FIDS (Flight Information Display System)
- BIDS (Baggage Information Display System)
- Capability to display selected Advertisements or Media (Airport)
- Software licenses and subscriptions, data feed subscriptions, a Web Portal(s) for Airport and airline personnel to make any manual or last-minute changes to the system, and FIDS for the Airport's Website.
- Any new display monitors shall be full color, LED monitors with good brightness and high contrast ratio. Each monitor should connect independently to the system, so that failure of one monitor of the MUFIDS will not affect the operations of the other monitors. All monitors shall include appropriate brackets and mounting hardware. The final number of new monitors will be negotiated with the Contractor based on prices submitted for unit costs.
- Colored, graphic representations of the actual system display options. (The Airport will choose the final layout and information displayed on the MUFIDS monitors from the available options.) Include information on font size and style.
- Software as a service (SAS) to eliminate the burden of Airport supported servers or workstations. The contractor is to supply all hardware, software, and support equipment for a complete FIDS.
- Direct feeds from FlightView OAG for aviation data on real-time flight status to ensure both data accuracy and redundancy, while removing the dependence on airline staff to maintain flight schedules and to enter every time/gate change.
- Real-time flight data information integrated with the Airport's Website to provide accurate data on all flights arriving and departing from the Airport. The display on the Website should synchronize with and match exactly the display on the FIDS monitors in the terminal building.

- Customized web portal(s) for both the Airport and airlines with secure access to allow real-time manual overrides to flight information. The ability to implement advertising in the future should also be available to the Airport.
- A complete and detailed list and description of all hardware included in the system proposal. Any hardware required under this proposal should include cabling and mountings, and one “hot spare” for Airport personnel. Replacements of hardware devices will be provided based on either a mail-back or on-site maintenance basis, depending on the replacement.
- A secure platform to offer the highest level of security, scalability, and sustainability of the FIDS.
- The built-in capability to remotely sense and automatically restart the displays, without intervention by Airport personnel following a power failure.
- An annual service and maintenance plan for the entire FIDS. The annual service plan should include a detailed breakdown of all services provided and shall deliver all MUFIDS data to the hardware units and the Airport’s Website. As part of the service plan, services must include 24/7 monitoring of the system by the contractor’s staff, and any routine updates and adjustments required by the Airport. The plan must also include licensing for all subscription data feeds to the third-party services within the FIDS. Hosting, storage, and any other service fees should be identified and included in the plan.
- Details on how system services issues will be addressed, information on how technical support will be handled, qualifications of the technical support team, response times, who the Airport would contact, etc. It is the Airports’ preference to have only one point of contact responsible for the resolution of services issues.
- Customized to suit the Airport’s needs and aesthetics and created to present a unique/customized look for the Airport.
- Integrated advertising/marketing message capabilities. The contractor is completely responsible for the integration and support of these features; Airport will be responsible for the content.
- Twenty-four/seven, 365 days/year remote monitoring for seamless operation of the FIDS, with minimal, if any interruptions.
- Flexibility to change the aesthetics of the display (i.e., background, colors, and font), layout (i.e., arrangement/order of information), and presentation (i.e., number of flights displayed at one time, arrivals/departures on one display vs. separate displays) and orientation of the information, as the Airport feels is appropriate.
- Built with an energy-efficient operating system. The system shall function in the power save mode based on the actual flight activity during the day and operate in power save mode after the last flight has arrived in the evening and before the first flight departure in the morning.
- Meet the low power requirements set by the EPA, giving it an ENERGY STAR qualification. ENERGY STAR 5.0 sets significantly higher efficiency limits for power supplies and aggressive limits for the computer’s typical annual power consumption.
- Utilize the Internet connection provided by the existing Airport network. The Airport network will provide a secured network connection dedicated to the FIDS at no cost to the contractor.

Software requirements, if applicable:

- Microsoft Windows Platform
- All hardware shall include a warranty of one (1) year with replacement.

Maintenance/Support requirements:

Three-year maintenance and support services for both hardware and software, including but not limited to, on-site, depot with replacement, and telephone support services.

Training requirements:

Successful vendors shall provide training and knowledge transfer on the complete program and hardware and package that is bid. Training shall be on-site at a location designated by the Airport.

1) GENERAL TERMS AND CONDITIONS

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

11:00 a.m. Mountain Standard Time June 16, 2022

- 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 the RFP response is received, it must be in a sealed envelope with “RFP YVRA Flight Information Display System” 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 it 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

- f) Email to jkennedy@co.routt.co.us is the preferred method of response. However, 32 megabytes 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 the 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 the due date and time. An email sent but not received by the due date and time will not be considered. If a 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 contracts.

- 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 contract.
- i) Proprietary information from competing Offerors shall not be disclosed to the public or to competitors.
- j) 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.

1) PRE – PROPOSAL RESPONSE MEETING

- a) Pre-proposal response meeting will be held on June 7, 2022, at 1:00 p.m. at the Yampa Valley Regional Airport, Hayden, CO., or via Zoom Meeting upon request.
- b) If needed, an addendum will be issued clarifying any points and/or answering questions that were asked and sent to all Participants of the Pre-bid meeting.

2) INQUIRIES AND NO CONTACT POLICY

- a) All questions must be received, in writing, prior to 5:00 p.m. Mountain Time on June 10, 2022, 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 addenda.
- 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, 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 contract for the purpose of this project.

3) 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 the proposal response is submitted electronically Routt County will not be held responsible for late responses due to failure of electronic communications.

4) 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.

5) 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.

6) 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 that is deemed to be in the best interest of Routt County.

7) 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.

8) 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 Director of Purchasing and 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 contract 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.

9) 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.

10) 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 contract 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.

11) 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: _____

12) 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 _____

13) 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").

14) 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).

15) 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 contracts.

16) 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.

17) 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 contract 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) 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.

18) SUBCONTRACTORS

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

19) 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 contract. It is expected that this will sometimes 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 contract documents. The successful Offeror will not be allowed any extra compensation in the form of contract 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.

20) 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.

21) CONTRACT DOCUMENT

- a) The contract that will be used will be a Routt County Professional Service Contract with attachments including the Offeror's proposal response and detailed scope of work. A sample Routt County Professional Service Contract is shown below.
- b) This RFP, submitted documents, and any negotiations, when properly accepted by Routt County shall constitute a contract equally binding between the successful Offeror and Routt County. The selected Offeror will be considered as prime contractor, and shall assume total responsibility for the quality of the services provided. Failure to meet obligations may result in cancellation of any contracts.
- c) In the event that Offeror intends to request any changes to the County's Professional Service Contract, Offeror must identify those changes, provide a copy of the contract 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 contract is awarded will be required to execute the contract within ten (10) calendar days from the date when the Notice of Award is delivered to the Offeror. The Notice of Award shall be accompanied by the necessary contract. In case of failure of the Offeror to execute the contract, the Owner may at his option consider the Offeror to be in default.

22) 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 contract. Such person shall have the authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to the contract.

23) ESTIMATED PROJECT SCHEDULE

- a) This schedule is only an estimated timetable and may be changed by Routt County at any time.

RFP Sent to Offerors	May 23, 2022
Pre-Proposal Meeting	June 7, 2022
Last Day for Questions from Offerors	June 10, 2022
RFP Response Due	June 16, 2022
Recommend Award to BCC	June 28, 2022
Fully Executed Contract	July 12, 2022
Project Completion	September 1, 2022

24) INSURANCE CERTIFICATE REQUIRED

- a) Insurance certificates must show the certificate holders name and additional insured as “Routt County Board of County Commissioners”.

25) 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) Proposal Quality: the overall quality, completeness and organization of the proposal, in terms of addressing all of the required elements in this RFP.
- b) Qualifications and Experience: the stated experience of the firm in terms of number of years involved in MUFIDS software solutions, the number of systems in use, and at what size and type of airport the systems are in use.
- c) Staff Experience: the experience of the staff members that are proposed to perform the work as outlined in this RFP, including but not limited to the Owner, Project Manager and Project Development Manager. Should include experience with MUFIDS airport solutions. Discuss your proposed team members’ availability and commitment for the duration of this project.
- d) References: based on feedback received from contacting references provided in the Proposal, as well as the relevance of the provided references (i.e. airports of similar size, deployment of similar systems, etc.)
- e) Proposed Cost: the combined cost for the software development, implementation, training, three-year hosting and service agreement.
- f) Agreement to use the Routt County contract as is.
- g) Ability to complete project according to project schedule.
- h) Overall cost and value of project.

26) SELECTION PROCEDURE

- a) Proposal responses will be evaluated by the Routt County evaluation team (herein called Selection Committee) selected for this RFP.

- b) Purchase orders, invitations for bid (IFB), requests for proposal (RFP), tally sheets and other purchasing information of a public nature are available for inspection at the Purchasing Department. This information will only be made public after a bid opening or after a contract award in a proposal process. Some proposal and bid documents are confidential (i.e. financial statements, litigation records, internal selection criteria results, etc.) Records requests for information identified as confidential by bidders or proposers as approved by the Director of Purchasing will not be considered a public record, unless the provisions of the Colorado Open Records Act or a court order require otherwise.
- 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, a contract may be negotiated and awarded to that Offeror or further proposal responses may be sought.
- d) The Selection Committee 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. Not all Offerors may be contacted for further information, e.g., demonstrations, interviews, etc. It is at the sole discretion of the Selection Committee if additional interviews, demonstrations, etc. will be needed.
- g) 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) Then if a contract satisfactory and advantageous to Routt County can be negotiated at a price considered fair and reasonable, the Offeror shall be recommended to the proper delegated authority as relayed by the Routt County Delegation of Authority located in the Purchasing Manual Fifth Edition February 2012. County shall have no contractual or other liability for products or services delivered or performed prior to proper execution hereof.
- i) If a contract cannot be negotiated, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.
- j) Routt County Board of Commissioners (BCC) reserves 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 that is deemed to be in the best interest of Routt County.

27) IDENTIFY ONSITE SUPERINTENDENT

a) Routt County reserves the right to interview onsite superintendent.

28) 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 shall have previously designed, installed, tested, and deployed a FIDS system for a minimum of three (3) airports in North America of similar or larger size to the Yampa Valley Regional Airport. The FIDS shall have been fully operational at each of these airports a period of no less than one (1) year from the issued date of this RFP. The Contractor shall provide references for each airport.
 - The Contractor shall provide the most current version of software and hardware platform available at the time of award of this Contract.
 - The Contractor must also have the applicable license and certifications to perform all services in this RFP.

29) ORGANIZATION INFORMATION

How many years has the Contractor been in business _____
How many years in business under its present name _____
Date your organization was formed _____
Name of President or Owner _____
Name(s) or partner(s): _____
List jurisdictions and trade categories in which your organization is legally qualified to do business.
Indicate registration or license numbers where applicable _____
Type of business organization:
Sole Proprietorship _____
Partnership _____
Limited Partnership _____
Joint Venture _____
Corporation _____ State in which incorporated _____
Under what other former names has the Contractor operated?

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.

AGREEMENT REGARDING PROVISION OF PROFESSIONAL SERVICES

This Agreement Regarding Provision of Professional Services (the "Agreement") dated as of «Date of Contract», is between «Name of Contractor» ("Contractor") and Routt County, Colorado ("County"), by and through its Board of County Commissioners ("Board").

Recitals

- A. County has heretofore requested proposals from various consultants for: «Description of Project» (the "Project");
- B. Contractor has submitted to the County a proposal for the Project and represented to County that it has the expertise and personnel necessary to properly complete the Project;
- C. After considering the proposals submitted by various consultants for the Project, the Board has decided to accept the proposal of Contractor for the Project subject to the execution of a contract between the Contractor and County acceptable to the Board; and
- D. Contractor and County intend by this Agreement to set forth the scope of the work to be done by Contractor in connection with the Project and related terms and conditions to govern the relationship between Contractor and County in connection with the Project.

Terms and Conditions

1. Scope of Project: Contractor shall perform the work described in the attached Exhibit A entitled "«Proposal Title»" which was submitted by Contractor as part of its proposal. Contractor shall perform the work for the Project in a skillful, professional and competent manner and in accordance with the standards of care, skill and diligence applicable to consultants in the field in which Contractor practices with respect to such work.
2. Compensation and Payment: As consideration for the work to be performed by Contractor hereunder, County shall pay to Contractor an amount not to exceed a total of \$«Compensation». The compensation to be paid to Contractor shall be paid «Method of Payment».

During the Project, Contractor shall submit billings for its reimbursable costs and work performed in connection with the Project on a monthly basis no later than the 10th day of the month following the month in which the work billed was done.

Such billings shall be submitted to «Project Administrator» for review and approval and shall segregate reimbursable costs from charges for professional services and, upon request, Contractor shall provide County with such other supporting information as County may request. County shall pay all properly submitted invoices within 30 days after receipt of each such invoice and any supporting information requested by County. All billings shall include the Contractor's taxpayer identification number or social security number.

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 above. 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.

County is subject to the provisions of Section 20 of Article X of the Colorado Constitution (also referred to as the "TABOR Amendment") which limits its ability to enter into multiple-fiscal year financial obligations. Therefore, any financial obligation of County under this Agreement beyond the current fiscal year (calendar year) is subject to and conditioned upon the due adoption of a budget for the year in which the obligation is due by the Board of County which budget provides for or appropriates funds for such obligation. The financial obligation of County under this Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof.

3. Time for Completion of Project: Contractor shall work diligently to complete the work described in Exhibit A «IF By Date» by «Completion Date». «END IF» «IF By Days» within «Number of Days» days of the date this Agreement is executed by County. «END IF» County recognizes however, that there may be delays in the completion of the work beyond the control of the Contractor and County, therefore, agrees that Contractor's obligation hereunder is one of diligence and is not a covenant or representation that the Project will be completed within said time period. Contractor shall, however, be responsible for promptly notifying County of delays in the completion of the Project which Contractor believes are attributable to County.

4. Personnel: Contractor understands that in retaining Contractor, County is relying primarily upon the expertise and personal abilities of «Contractor's Employee». This Agreement is conditioned upon the continuing direct personal involvement of «Contractor's Employee» in the Project. County understands that others may work on portions of the Project. However, those employees shall be under the direct supervision of «Contractor's Employee». In the event that «Contractor's Employee», for any reason, is unable to remain involved in the Project, or in the event that «Contractor's Employee» ceases to be involved in the Project as planned, Contractor shall immediately advise County of such fact and County shall have the option to terminate this Agreement.

5. Insurance: 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 the Contractor nor any employee of Contractor shall be entitled to unemployment insurance benefits through the County and the Contractor shall be obligated to pay any federal or state income taxes due with respect to any sum payable by County hereunder.** Contractor shall maintain commercial general liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$1,100,000 and a deductible of not more than \$1,000. Prior to commencement of work on the Project, Contractor shall cause County to be named as an additional insured and shall

provide County with evidence, acceptable to County, that the insurance required hereby is in full force and effect. Contractor shall immediately provide County with written notice in the event any portion of the insurance coverage required by this Agreement is cancelled or if the insurer gives Contractor notice of its intent to cancel such insurance.

6. Employment of Workers Without Authorization: This Agreement is subject to the provisions of the Workers without Authorization – Prohibition – Public Contracts for Services – Rules 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 contract with a worker without authorization 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 contract with a worker without authorization to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization 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 contracts with a worker without authorization, 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 a worker without authorization; and

(2) terminate the contract 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 worker without authorization; except that Contractor need not terminate the contract with the subcontractor if, during such three days, the subcontractor provides information establishing that the subcontractor has not knowingly employed or contracted with a worker without authorization.

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 contract 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.

7. No Assignment: The parties to this Agreement recognize that the services to be provided pursuant to this Agreement are professional in nature and that in entering into this Agreement, County is relying upon the personal services and reputation of «Contractor's Employee». Therefore, 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.

8. 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.

9. 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.

10. Ownership of Work: Subject to County's obligation to compensate Contractor, all work, reports, designs, drawings, renderings and other work product produced by Contractor in connection with the Project shall belong to County and Contractor shall not use any part thereof for purposes other than the Project without the written consent of County.

11. Indemnification: Each party hereto shall indemnify the other party and hold and defend the other party and its officials, officers and employees harmless from all costs, claims and expenses arising from claims made by any person in connection with the acts or omissions of, or representations by, the indemnifying party if such cost, claim or expense is caused by, or is claimed to be caused by, the acts or omissions of the indemnifying party or its officials, officers or employees. This indemnification shall not apply to claims by third parties against the indemnified party to the extent that the indemnified party is liable to such third party for such claim without regard to the involvement of the indemnifying party. It shall be a condition to liability under this paragraph that the indemnified party promptly provide to the indemnifying party a copy of any summons, complaint or other notice of claim with respect to any claim for which the indemnified party may seek indemnification or defense hereunder. Within 10 days following the giving of such notice of claim by the indemnified party, the indemnifying party shall acknowledge receipt of such notice in writing to the indemnified party and, in such notice, accept the defense and obligation to indemnify the indemnified party hereunder. Following such acknowledgment, the indemnifying party shall take all actions reasonably necessary to protect the indemnified party from such claim and the indemnified party shall cooperate in such defense. In the event that the indemnifying party fails or refuses to give such acknowledgment of receipt and acceptance to the indemnified party within the 10 day period specified, the indemnified party may, but shall not be obligated, to assume its own defense and thereafter recover all costs of such defense from the indemnifying party.

12. Termination: County may terminate this Agreement at any time during the Term of this Agreement upon 10 days' written notice to Contractor without cause; provided, however, that

within 30 days following such termination Contractor shall render a final billing for work completed and expenses incurred to the date of termination which shall be paid by County in accordance with Paragraph 2 hereof. In the event that County fails to pay any billing by Contractor for Work hereunder when due, then upon 10 days' written notice to County of such delinquency and the failure of County to pay all amounts then due to Contractor within such 10 day period, Contractor may, at its election cease work hereunder and terminate this Agreement by giving a written notice to County advising of such election. Such written notice of Contractor's election to terminate this Agreement may, but need not, be included in the notice of delinquency required hereunder. In such case such notice of the election to terminate shall be stated in the conditional form that the Agreement shall be terminated if payment is not received within the 10 day period provided for payment of any delinquency.

13. 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 Employee»

County: Routt County Board of Commissioners
 Routt County Courthouse
 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.

14. 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.

15. Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the Project and may not be amended except by a written document executed by both parties hereto.

16. 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.

17. 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.

«Name of Contractor»

By: _____

Printed Name: _____

Title: _____

Routt County, Colorado

By: _____

«BCC Chairman», Chair
Board of County Commissioners

ATTEST:

Kim Bonner
Routt County Clerk