



# COUNTY OF ELBERT

215 Comanche Street  
P.O. Box 7  
Kiowa, Colorado 80117

Robert Rowland, Commissioner District 1  
Kelly Dore, Commissioner District 2  
Larry Ross, Commissioner District 3

**REQUEST FOR PROPOSAL**

**NO. 2016-CDS**

**REWRITE & REDEVELOPMENT OF ELBERT COUNTY COMPREHENSIVE PLAN (FORMERLY MASTER PLAN)**

**YOUR PROPOSAL IS TO BE RECEIVED NO LATER THAN  
3:00 PM, July 28, 2016**

**OPENING WILL TAKE PLACE ON  
July 28, 2016 @ 4:30 PM IN THE ELBERT COUNTY COMMISSIONER'S HEARING ROOM  
LOCATED AT 215 COMANCHE STREET, TOP LEVEL**

### CERTIFICATION FROM PROPOSING ENTITY

We offer to furnish to Elbert County the materials, supplies, products and/or services requested in accordance with the specifications and subject to the terms and conditions of the purchase(s) described herein:

**BIDDER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_ **FAX NUMBER:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**BY:** \_\_\_\_\_

(Printed or Typed Name)

\_\_\_\_\_  
(Written Signature)

**TAXPAYER I.D. NUMBER:** \_\_\_\_\_

**Signature constitutes acceptance of all terms and conditions listed on this form and all documents attached.**

Please submit five (5) copies of your proposal in a sealed envelope(s) that is/are clearly marked "ELBERT COUNTY COMPREHENSIVE PLAN" **PLUS a complete digitized, signed version on a CD or thumb drive.** Mail or hand-deliver all proposals to Elbert County Government, Community & Development Services (CDS) Department, 215 Comanche Street – PO Box 7, Kiowa, Colorado 80117, prior to the proposal opening date and time. Electronic mail and/or faxed bid responses will not be accepted. It is the sole responsibility of the bidder to see that their proposal is received on time. Proposals will not be considered which are received after the time stated, and any proposals so received will be returned unopened. If closure of Elbert County buildings occurs on the day of a bid opening, proposals must then be delivered to the CDS Department on the following business day before 12 noon.

Elbert County reserves the right to reject any or all proposals, or accept any proposals presented which meet or exceed the specifications which are deemed to be in the best interest of Elbert County, and will not necessarily be bound to accept the low bid. The County also reserves the right to waive formalities or informalities contained in said bid, and to negotiate any optional items with the successful bidder.

**PURPOSE:** The purpose of this RFP is to obtain competitive proposals from qualified firms to support the Planning Commission's job to carry out a comprehensive rewrite and redevelopment of the Elbert County Comprehensive Plan (formerly known as the Master Plan) and an audit of the existing Zoning Regulations for Elbert County, Colorado.

**BACKGROUND:** Elbert County has not updated the Master (Comprehensive) Plan since 1996. However, the preservation of history and rural character, the quality of the natural environment, the quality of life as a place to live, work and raise families are worthwhile objectives that continue to be important to this County. Our challenge is maintaining the County's character, ensuring its sustainability and accommodating responsible growth, economic vitality and fiscal stability. Our citizens have strong feelings about the quality of life and vision for Elbert County, and this planning process must build upon this collective vision.

Elbert County is 1,851 square miles of hills, rolling plains, creek bottoms, ranches and homesteads. It has scattered towns with only three of them being incorporated. It was not until 1874 that the county was officially born. Carved out of Douglas and Greenwood Counties and named for the territorial governor Samuel Hitt Elbert who was appointed by President Ulysses S. Grant following the Civil War. Elbert County covered a huge section of the Colorado Plains and once stretched all the way to the Kansas Border. In 1885 Elbert County had a population of 1,576 people with most of them living in the western portion of the County. In 1889, the eastern portion of the County was cut off and became parts of Kit Carson, Cheyenne and Lincoln Counties creating the shape and size of the County you find today.

Elbert County saw intense development from 2000 to 2008. Elbert County is home to 24,735 people with the population density in the western and northwestern portions serving as a bedroom community to the Greater Denver Metro. The eastern and southeastern portions of the County remain largely rural-residential and primarily agricultural with rangeland grazing. The Comprehensive plan must reflect this diversity.

The County has three incorporated towns: Elizabeth, Kiowa (County seat) and Simla. There are additional historic towns with "town-like" populations that remain unincorporated: including Elbert, Agate and Matheson. The total population of the three incorporated towns is just 2,699 which means that 22,036 residents or 89% of the County's population lives in unincorporated Elbert County and relies on Elbert County for the provision of services. Further, unincorporated Elbert County lacks substantive commercial development to augment the tax base either within the municipalities or outside of them.

Unincorporated Elbert County lacks any widespread infrastructure (water or sewer) and has just one subdivision currently with both central water and sewer service. This one subdivision currently serves 1.2% of the unincorporated County population with these centralized services with the remaining balance being served by private water wells and ISDSs. There are approximately 1,200 miles of roads in the county with roughly 10% of them paved. Elbert County is included in the Denver-Aurora-Lakewood, CO Metropolitan Statistical Area but belongs to the Eastern Colorado Council of Governments. Elbert County has no public open space except for small tracts scattered around specific subdivisions and the county has no bike paths or non-motorized transportation corridors.

Elbert County's population has remained stable over the last decade. However, the revenues generated by residential property tax do not meet the demands to maintain the services and roads that county residents rely on. Impact fees are utilized to attempt to meet the demands generated by new housing. Oil and gas exploration is limited and the county did not realize any meaningful financial injection from it during the Colorado oil and gas boom. However, during the oil and gas exploration boom Elbert County suffered a substantial impact from the heavy traffic of oil and gas related equipment traveling between exploration and production sites located outside the County. The economic leakage to Douglas and Arapahoe Counties is substantial as commercial and retail development has happened just across county lines. Additionally, Elbert County is wholly reliant on non-renewable water resources depending on aquifers and has virtually no surface waters.

**PROJECT BUDGET:** The project budget will not exceed \$130,000. Interested consultants should provide a scope of work and a practical budget for undertaking the project. The consultant should be as efficient as possible in completing this project. The consultant also should identify ways that the community might identify and use local resources, if they exist, to help minimize the expenses associated with project tasks. The consultant shall also clearly list contract exclusions if any.

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The County intends to select a consultant in July or August of 2016. The county plans to rewrite the land use regulations to reflect the comprehensive plan and will update build-out projections.

### **COMPREHENSIVE PLAN REQUIREMENTS**

**SCOPE OF WORK:** The scope of this project is to guide the preparation of a Comprehensive Plan and Policies that will act as a blueprint to direct the future growth and development of Elbert County. The resulting plan should be both a physical and policy-based plan and provide implementation actions, goals and strategies, and include illustrative maps, tables and graphics. The Comprehensive Plan should integrate all of the County's existing plans as relevant. The principles in even older, dated plans may still be applicable.

Elements of the Comprehensive Plan will include but not be limited to:

- Base Mapping and mapping updates
- Assessment of Needs and Opportunities
- County goals, policies and strategies such as:
  - Growth Management Strategies - Transferrable Development Rights, Develop UGAs, Creation of Overlay Districts, Community Districts and associated GIS mapping
- Housing
- Economic Development
- Public/Capital Improvements/Infrastructure
- Transportation (multi-modal)
- Parks, Open Space and Recreation & Tourism
- Historic and Cultural Preservation
- Subdivision and Zoning Development Standards/ Assessment of existing zoning regulations
- Vested Rights
- Water and Water Use
- Hazard Identification
- Efficiency in government
- Sustainability
- Energy
- Rural/Urban design.

**TASKS:** Elbert County, Colorado is requesting proposals to lead the County and to support the Planning Commission in the preparation and adoption of an update to the Comprehensive Plan. The planning horizon will be 2031.

The county seeks a consultant that will guide the creation of a community vision, growth and development policies, and implementation strategies. Our citizens have strong feelings and there is social, cultural and economic diversity. The consultant must be skilled in helping our community agree on a vision and the means to achieve it.

The consultant must consider:

1. Public Outreach, participation and intergovernmental coordination through the use of surveys, interviews and community meetings. The public participation process should involve a wide cross-section of residents, organizations and networks, appropriate meeting and discussion formats and information dissemination. This should include engagement of neighboring jurisdictions and major service providers and special districts which are impacted by growth and development. With assignments and tools from the consultant, a Citizen Task Force of volunteers can assist the consultant in gathering community input. The Planning Commission can also assist the consultant at each step of the process. These roles should be defined in the consultant's proposal.

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2. Analyze, understand and incorporate existing documents, plans, ordinances, regulations and existing conditions into possible planning alternatives.
3. Include integration of hazards and resiliency throughout the plan, using an all-hazards approach (e.g., reducing risk through mapping hazards and incorporating into land use policies and regulations as appropriate, etc.)
4. Design an economic base analysis and a build-out analysis that will include population and economic projections based on land development scenarios. Perform financial analysis on the cost of services, land use decisions and growth opportunities, determining budgetary needs and long-range financial planning including responsibility.
5. Develop a “Goal, Policy, Objective” statement for each section and subsection of the Comprehensive plan.
6. Provide overall management of the Comprehensive Plan process and prepare all draft and final plan documents for Planning Commission approval.
7. Conduct a review and analysis of existing land use regulations and identify weaknesses and areas that must be addressed in order to achieve the goals, policies and objectives set out in the new Comprehensive Plan.
8. Recommend topics and scope of additional study.
9. Develop, help promote and regularly maintain a high-quality, project-focused website for announcements, progress reports, outreach, calls to action, input, promotion and communications among other things.

Deliverable products: The consultant should provide 20 bound print copies of the final Comprehensive Plan and implementation/action steps, including color maps to the County upon adoption of the Plan. All data and information that has been collected through the process shall be provided in digital and hard copies. All documents must be available in electronic format, text in MS Word, GIS and Adobe PDF. A future land use map shall be provided in pdf and GIS formats.

**RESOURCES AVAILABLE:** The following resources are available on the County website ([www.elbertcounty-co.gov](http://www.elbertcounty-co.gov)); the link to the RFP includes access to each of these documents:

- 1996 Elbert County Master Plan
- 2008 West Elbert County Transportation Master Plan
- Elbert County Zoning Regulations
- 2009 Elbert County Subdivision Regulations
- Matters of State Interest – 1041 Regulations
- Elbert County Roadway Construction Standards and Specifications
- 1999 Elbert County Open Land, Parks and Trails Plan
- Elbert County Water Master Plan – To be started soon.
- Vision for Elbert County Open Space – Underway
- Hazard Mitigation Plan – Underway
- Elbert County Rural Water Supply Study (Water Level Network Study)

**PROPOSAL SUBMITTAL REQUIREMENTS:** Each proposal shall use 8 ½ x 11” sheets (foldouts are acceptable for charts, sample plans, etc.), and shall include ten (10) copies and one (1) electronic copy. The proposal shall be placed in a sealed envelope and marked clearly on the outside “**RFP-Comprehensive Plan.**”

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1. Cover Letter
2. Statement of Project Understanding
3. Qualifications of Firm/Project Team
4. Strategy and Implementation Plan
5. Services
6. Organization and Staffing Plan
7. Timeline
8. References
9. Fee Proposal

**PROPOSAL DEADLINE: Proposals are due by July 28, 2016 at 4:00 PM**

**PROPOSAL/BID OPENING: July 28, 2016 at 4:30 PM**

ACTIVITIES	TIMELINE	TIME (MDT)
RFP Released to the Public	Monday, July 11, 2016	EOB
Pre-Proposal Meeting (attendance optional)	Thursday, July 14, 2016	3:00 PM
RFP Written Inquiries Due	Monday, July 18, 2016	3:00 PM
Responses to Written Inquiries Published	Thursday, July 21, 2016	By 5:00 PM
Proposal Submission Deadline	Thursday, July 28, 2016	By 4:00 PM
Finalist Interviews	Wednesday, August 03, 2016	TBD
Determination of Selected Team/Proposal	Thursday, August 04, 2016	TBD
Contract Fully Executed (BOCC Meeting)	Wednesday, August 17, 2016	9:00 AM

ADDRESS PROPOSALS TO:

Kyle Fenner – Director, CDS  
 Elbert County Colorado  
 PO Box 7 (USPS) / 215 Comanche Street (UPS/FEDEX)  
 Kiowa, CO 80117

Elbert County reserves the right to reject any and all proposals. All costs including travel and expenses incurred in the preparation of this proposal shall be borne by the proposing firm. All work product, whether electronic or in hard copy, will remain the property of Elbert County and will be provided to the County upon completion of the contract or upon request.

**SELECTION FOR INTERVIEWS:** Following the submittal deadline, the Planning Commission will announce the “short list.” It is anticipated that the "short list" will consist of 2-3 potential consultants; this depends on the number and quality of proposals received. At that time, a notice will be issued to the selected consultants so that they may prepare both audio-visual and oral presentations for the interview process.

**INTERVIEWS:** Interviews will be limited to 30 minutes of presentation followed by 30 minutes for questions. Only the principals assigned to the project, including the project manager, should make presentations. The Planning Commission will rank the finalists in order of preference based on written and oral presentations per the evaluation parameters contained in the proposal request.

**EVALUATION CRITERIA:** Submittal evaluations will be done in accordance with the criteria and procedure defined herein. Firms selected for oral presentations will be chosen on the basis of their demonstrated work on similar projects and ability to best meet the overall expectations of the County. Elbert County reserves the right to reject any and all submittals. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Basic knowledge of the community
- Understanding of the project and the objectives
- Experience in Metro, rural-urban interface communities.
- Consensus building experience working with diverse communities
- Associated financing strategies
- Necessary resources
- Required skills
- Demonstrated capability
- Cost estimate that provides greatest value to the community

**CONFIDENTIAL MATERIAL:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. “Proprietary or Confidential Information” is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words “Confidential Disclosure” and placed in a separate envelope shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.

**PROPOSAL CONDITIONS AND PROVISIONS:** All proposals must be submitted on the forms provided and in accordance with all terms, conditions, specifications, and stipulations contained herein. Bidders shall carefully read and be familiar with all terms, conditions, specifications, and stipulations contained in this RFP, which shall become part of the final contract.

All proposals must be signed by a duly-authorized official of the company. The completed and signed proposal must be returned to the Community & Development Services Department on or before the due date and time shown on Page 1.

All participating bidders, by their signature hereunder, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. Any alteration, erasure or interlineation by the bidder in this RFP shall constitute cause for rejection by the County. Exceptions or deviations to this RFP must not be added to the RFP pages, but must be on company letterhead and accompany the submitted proposal. Should the County omit anything from this RFP that is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, than the bidder shall secure written instructions from the Community & Development Services Department at least forty-eight (48) hours prior to the time and date of the bid opening shown on Page 1.

All bidders are required to complete all the information requested in this RFP. Failure to do so may result in the disqualification of the bid. When omitting a proposal or bid on an item, please insert the words “NO BID”.

Prices stated must be in the units specified. In the case of a discrepancy between the unit price and extension, the unit price shall be considered correct. Minor details omitted by oversight will not constitute an excuse for their omission.

Proposals shall be firm quotations subject to acceptance or rejection within sixty (60) days of the proposal opening date.

A bidder may withdraw their bid at any time prior to the scheduled time of receipt; however, persons or firms withdrawing proposals may not submit another bid in this matter.

The County reserves the right to negotiate optional items and/or services with the successful bidder.

The successful bidder may be required to provide proof of and the required limits of liability insurance, including Workers’ Compensation. This proof of insurance must be in the form of a “Certificate of Insurance” and must show coverage in the amounts specified by the Laws of the State of Colorado for the duration of a contract issued as a result of this RFP. Additionally, the County will be notified of any changes occurring in this coverage while proving to the County that such changes do not in any way affect the minimum liability insurance required for this bid.

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The County will not be responsible for any goods delivered or services performed without its purchase order, signed by an authorized representative of the County's Finance Department.

All information submitted in response to this RFP may be subject to disclosure under the Open Records Act. Bidders are discouraged from providing information that the bidder considers confidential and/or privileged as part of a response to this invitation.

The successful bidder may be required, as a provision of this RFP, to submit proof of compliance with governmental health and safety codes, regulations and standards, as appropriate.

The County reserves the right to waive any technical or formal errors or omissions and to reject any and all proposals, or to award a contract for the items herein, either in part or in whole, if it deems it to be in the best interest of the County to do so.

The successful bidder shall be in complete compliance with all of the specifications, terms and conditions of this RFP as outlined above. The County shall have the right to require proof of certification, seek references and evidence of claimed experience.

No proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to The County, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the County, or that has failed to attain or demonstrate compliance with any law, ordinance, regulation, or contract term or condition as may be provided for or required in any County contract, or that may be deemed irresponsible or unreliable by the County. Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon and that they have the necessary financial resources to perform and complete the work outlined in this RFP.

The contractor agrees to abide by all the laws, regulations and administrative rulings of the United States, the State of Colorado and the County of Elbert, securing all necessary licenses and permits in connection with this RFP.

All materials furnished or services performed under the terms of a contractual agreement issued as a result of this RFP shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as with other applicable federal, state and local codes.

In the event that this RFP requires a formal contract to be prepared by the County, the successful bidder will properly sign and furnish any performance bonds, insurance, Workers' Compensation, etc. as may be required by the County within ten (10) days (unless a longer period is allowed by the County) from the date of receipt of the formal contract forms.

All bidders must take into consideration that only the County's contract documents will be used in the finalization of any agreement issued as a result of this RFP. Bidders are responsible for reviewing such documents prior to submitting their response.

All bidders must submit written disclosure of any known potential conflicts of interest that may result during the course of performance of the services listed herein.

**ETHICAL STANDARDS:** It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or RFP therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any County employee or representative, the bid response shall be disqualified and shall not be reinstated.

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**NON-COLLUSIVE BIDDING CERTIFICATION:**

By the submission of this proposal, the proposal owner certifies that:

1. The proposal has been arrived at by the bidder independently and has been submitted without collusion with any other bidder.
2. The contents of the proposal have not been communicated by the bidder; nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of this bid.
3. No bidder shall submit more than one proposal, to include alternate bids or proposals, for this purchase.

**NON-DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under a contract issued as a result of this RFP, the contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. The contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

**ILLEGAL ALIENS:** If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., et seq., regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant 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 Contract.

Contractor/Consultant shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Contract; or enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the sub-contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
2. Contractor/Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.
3. Contractor/Consultant shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
4. If Contractor/Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor/Consultant shall:
  - (i) Notify the subcontractor and the County within three days that Contractor/Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor/Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
5. Contractor/Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
6. If Contractor/Consultant violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor/Consultant shall be liable for actual and consequential damages to the County as required by law.
7. The County will notify the Office of the Secretary of State if Contractor/Consultant violates this provision of this Contract and the County terminates the Contract for such breach.

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**INDEMNIFICATION:** Indemnification by the County. The County cannot and by this agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the bidder or any other person or entity whatsoever, for any purpose whatsoever.

Indemnity. The bidder shall defend, indemnify and hold harmless the County, its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising out of any agreement issued as a result of this RFP; provided, however, that the bidder need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the negligence of the County's officers, agents and employees.

**INDEPENDENT CONTRACTOR:** The Bidder is an independent contractor. Notwithstanding any provision of this Agreement, all personnel assigned by the Consultant to perform work under this Agreement shall be and remain at all times, employees of the Consultant for all purposes.

THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

**ASSIGNMENT OF PURCHASE ORDER OR CONTRACT:** A supplier or contractor may not assign or otherwise transfer any of its rights or obligations under any purchase order or contract made and entered into pursuant to the County RFP without the prior written approval of the County Purchasing Division.

**CANCELLATION:** The County reserves the right to cancel the whole or any part of a contract issued as a result of this RFP due to failure of the contractor to carry out any term, promise or condition of the contract. The County will issue a written notice of default to the contractor for failing to act in compliance with the terms and conditions of such contract.

**EXAMINATION OF RECORDS:** The contractor agrees that the County shall, until the expiration of three (3) years after the final payment under an agreement issued as a result of this RFP, have access to and the right to examine any directly pertinent books, documents, papers and records of the contractor involving transactions of such agreement.

**PRICE, PAYMENT, AND DELIVERY:**

1. All prices shall be firm and fixed for the specified time frame.
2. All payment terms shall be "Net 30"; consideration will be given to any discounts offered for payments made earlier than "Net 30", please explain.
3. All deliveries will be "F.O.B. ~ Destination".

**TAXES:**

All price quotations shall reflect all applicable tax exemptions for Elbert County:

1. Federal Registration Number: 84-6000763
2. State Registration Number: 08-033800

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**GENERAL INFORMATION:**

1. The Department of Community & Development Services of Elbert County Government, hereinafter referred to as the County, respectfully requests proposals from responsible qualified firms or persons for the provision of the rewrite and redevelopment of the Elbert County Master/Comprehensive Plan, as specified.
2. The contract placed with the successful bidder, as a result of this RFP, shall be a Blanket Purchase Agreement. The Blanket Purchase Agreement authorizes, but does not obligate, the County to contract for any minimum or maximum dollar amount or quantity of service.
3. The County's intent is to award to only one (1) firm or person for the provision of the rewrite and redevelopment of the Elbert County Master/Comprehensive Plan; however, the results of this RFP does not obligate the County in any manner. The bid schedule is attached and incorporated herein as Exhibit "A". Bid comparisons will be made from that schedule. Reference checks and past experience will also be considered in the evaluation process.
4. All bid responses must be submitted on the attached bid schedule. Bidders shall list, on a separate sheet of paper, boldly marked "**EXCEPTIONS TO BID SPECIFICATIONS**", any proposed deviations from the specifications contained within. Each deviation shall be explained in detail, listing its advantages and/or disadvantages. The County has the option of accepting or rejecting the "**EXCEPTIONS TO BID SPECIFICATIONS**" at its sole discretion. The selection of a vendor shall be made based on the bid determined to be in the County's best interest and may not necessarily be the lowest bid.
5. If additional space is required on the bid schedule, bidders may provide information on company letterhead.
6. The successful bidder must be able to provide a single point of contact for all customer service requirements to include billing, scheduling services, and requesting information.
7. The successful bidder will furnish to Elbert County Government, at no additional cost, any reports that may be needed in tracking the ordering and usage of said services within the County. These reports will also be used to verify contract pricing.
8. The County reserves the right to exclude specific locations or services from the bid award, as it deems appropriate and/or necessary.
9. All bidders shall furnish a list of three (3) current references to include name, title, address, telephone/fax numbers, and e-mail address for which they are currently furnishing or have in the past furnished services on a same or similar contract or agreement. The inability to contact references may be cause for rejection of the bid.
10. All questions relating to this RFP shall be directed to the attention of Kyle Fenner, Community & Development Services Department, 215 Comanche Street – PO Box 7, Kiowa, Colorado 80117, 303-621-3136, [kyle.fenner@elbertcounty-co.gov](mailto:kyle.fenner@elbertcounty-co.gov). Telephone inquiries are to be restricted to project information or clarification of the RFP questions and email is STRONGLY preferred. All other inquires must be in writing and responses will be shared with all bidders, as appropriate. All questions and answers will be published for applicant review as per the schedule provided herein.

If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable an exact interpretation of the provisions of this request, an addendum will be issued. It is the responsibility of the bidder to ensure that they have received all addendums prior to submitting their bid response.

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**MANDATORY REQUIREMENTS:**

1. All bid responses shall include a statement acknowledging their companies complete understanding of all bid terms, conditions, and requirements.
2. All bid responses shall include all pricing information relative to performing all services as described. Pricing should include fuel and any other charges.
3. All bid responses should provide detailed information in regards to any value-added equipment, products, and/or services (i.e., as needed for emergency operations and/or special events) that are being offered and/or considered as a part of this potential award.
4. All bid responses should provide an explanation as to why your company would stand out above all others and why your company should be awarded the contract resulting from this RFP.
5. Pricing for additional services shall be provided, as requested. Pricing for additional services shall be consistent with all pricing that has already been provided.
6. Additional Services and Fees \_\_\_\_\_  
\_\_\_\_\_
7. Comments \_\_\_\_\_  
\_\_\_\_\_

**INVITATION FOR PROPOSAL (RFP) #2016-CDS  
REWRITE AND REDEVELOPMENT OF THE ELBERT COUNTY  
MASTER/COMPREHENSIVE PLAN**