



REQUEST FOR PROPOSAL

To Provide

Professional Services

For

**Analysis of Town of Vail  
Electrical Readiness for EVSE  
(Electric Vehicle Service  
Equipment)**

Town of Vail  
Department of Public Works  
Vail, Colorado

**REQUEST FOR PROPOSALS**  
**by:**  
**TOWN OF VAIL**  
**DEPARTMENT OF PUBLIC WORKS**  
**December 14, 2021**

**ADVERTISEMENT AND NOTICE OF INVITATION**

**REQUESTS FOR PROPOSAL AVAILABLE:**

Request for Proposal, including response submittal requirements for:

**Analysis of Town of Vail Electrical Readiness for EVSE (Electric Vehicle Service Equipment)**

Will be available for download online at the following web address: [www.vailgov.com](http://www.vailgov.com). All proposers who download the RFP must register with Chris Southwick at [CSouthwick@vailgov.com](mailto:CSouthwick@vailgov.com) to be added to the plan holder's list and receive future updates. Failure to do so may result in disqualification. All questions shall be directed to Chris Southwick at the above e-mail address by December 16, 2021 by 4:00 pm.

**RESPONSE INFORMATION:**

Proposals are due by **4:00 PM** local time..... **December 23, 2021**

E-mailed or Delivered to:

Town of Vail  
Department of Public Works  
1309 Elkhorn Drive  
Vail, Colorado 81657 Attn: Chris Southwick/Cameron Millard  
E-mail: [CSouthwick@vailgov.com](mailto:CSouthwick@vailgov.com), [CMillard@vailgov.com](mailto:CMillard@vailgov.com)

RFP Questions deadline at 4:00 pm local time..... December 16, 2021

Contract Award (Anticipated) .....December 30, 2021

**General Project Description**

The Town of Vail, Colorado is seeking proposals for professional services to conduct an analysis of electrical infrastructure in preparation for electric vehicle service equipment readiness.



**Invitation for:  
Request for Proposal  
Analysis of Town of Vail  
Electrical Infrastructure  
Readiness for EVSE  
(Electric Vehicle Service  
Equipment)**

*December 14, 2021*

**General Scope of Work**

The Town of Vail, Colorado is seeking proposals for professional services to conduct an analysis of electrical infrastructure in preparation for electric vehicle service equipment readiness.

**Work Duration**

The time period for all work described in this scope of work covers the period from award date to March 1<sup>st</sup>, 2022.

**Authorization to Proceed**

Work shall not commence until written Notice to Proceed is received by the Consultant.

**Scope of Work**

Conduct electric vehicle service equipment readiness survey for Town of Vail owned parking locations.

**Tasks**

1. Determine locations of existing electrical power infrastructure proximate to the following areas with the assistance of Town of Vail facilities staff:
  - a. Ford Park
  - b. Soccer Field Lot
  - c. Vail Village Parking Structure
  - d. Lionshead Parking Structure
  - e. Red Sandstone
  - f. Municipal Building
  - g. Golf Course Lot
  - h. Vail Fire Stations #1, #2, and #3
  - i. Donovan Park
  - j. Buzzard Park Housing
  - k. Public Works Facility
  - l. Lot #10 (Library staff parking at hospital)

2. Conduct feasibility assessment of existing equipment with the goal of providing Level II charging for up to 10% of available parking spaces.
3. Determine approximate cost for necessary upgrades to electrical infrastructure, not including the charging service equipment itself.
4. Coordinate with the electrical utility Holy Cross Energy to determine necessary upgrades related to primary system upgrades and connections.
5. Provide a report detailing feasibility of installing EVSE and analysis of upgrades to make parking areas EVSE ready.

### **Submittal Requirements**

- A. Proposal submittals shall include one (1) signed electronic pdf copy which contain:
  1. Cover sheet: The cover sheet shall list the name of the Consultant with names, email addresses and phone numbers of persons who may be contacted to answer questions. Also, the cover sheet shall state who prepared the submittal and how that person(s) can be reached.
  2. Qualifications: The Consultant qualification information shall include:
    - a. Professional resume stating qualifications to provide the services described herein. Include number of years in business, number of employees, location of office or offices, names of principals or employees who will complete the services. All proposed sub-consultants to be used for this contract must be listed and must provide the information addressed above.
    - b. References (three minimum) must be provided identifying each client, a contact person and the client's mailing address and telephone number for similar projects done by the personnel to be involved in these projects.
  3. Approach: Description of the approach to the project, noting project understanding, unique challenges, assessments, and project interpretation. Include intended deliverables, meetings, estimated milestone completion schedule and other project related information.
  4. Fee: Provide a total cost of proposal. Proposal costs shall be broken down by necessary tasks 1-5 and a cost for the Add-Alternate as described above.
  5. Schedule: Provide a specific timetable completion of the data processing and analysis
  6. Any reservations, conditions or constraints related to the request for proposals.

**Submittal of Proposals**

Address all submittals to the attention of:

Chris Southwick/Cameron Millard

Department of Public Works

1309 Elkhorn Drive

Vail, CO 81657

Phone: 908-752-2759/970-477-3467

Email: [CSouthwick@vailgov.com](mailto:CSouthwick@vailgov.com)/[CMillard@vailgov.com](mailto:CMillard@vailgov.com)

**The deadline for submittals is 4:00 pm December 23, 2021**

(Standard Contract Document)

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between the Town of Vail, a Colorado home rule municipal corporation with an address of 75 South Frontage Road, Vail, CO 81657, (the "Town"), and \_\_\_\_\_, an independent contractor with an address of \_\_\_\_\_, ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **I. SCOPE OF SERVICES**

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

### **II. TERM AND TERMINATION**

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

### **III. COMPENSATION**

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$\_\_\_\_\_. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

### **IV. PROFESSIONAL RESPONSIBILITY**

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

D. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, in effect now or anytime hereafter.

## V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

## VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

## VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the



Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

## **VIII. INDEMNIFICATION**

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## **IX. MISCELLANEOUS**

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**TOWN OF VAIL, COLORADO**

\_\_\_\_\_  
Scott Robson, Town Manager

ATTEST:

\_\_\_\_\_  
Tammy Nagel, Town Clerk

**CONTRACTOR**

By: \_\_\_\_\_

STATE OF COLORADO )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as  
\_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(SEAL)

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**SCOPE OF SERVICES**

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Contractor shall
- Contractor shall
- Contractor shall

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

-

**NO EMPLOYEE AFFIDAVIT**

***[To be completed only if Contractor has no employees]***

**1. Check and complete one:**

I, \_\_\_\_\_, am a sole proprietor doing business as \_\_\_\_\_. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Vail (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, \_\_\_\_\_, am the sole owner/member/shareholder of \_\_\_\_\_, a \_\_\_\_\_ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

**2. Check one.**

I am a United States citizen or legal permanent resident.

*The Town must verify this statement by reviewing one of the following items:*

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

*Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DEPARTMENT PROGRAM AFFIDAVIT**

***[To be completed only if Contractor participates in the  
Department of Labor Lawful Presence Verification Program]***

I, \_\_\_\_\_, as a public contractor under contract with the Town of Vail (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

STATE OF COLORADO )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(S E A L)

\_\_\_\_\_

Notary Public

