NOTICE
REQUEST FOR PROPOSALS
FOR NEWSPAPER OF RECORD
EAGLE COUNTY, COLORADO

Eagle, Colorado August 1, 2025

Eagle County, Colorado is soliciting proposals from newspaper publishers to serve as the Eagle County Newspaper of Record. The Newspaper of Record will be utilized by the County to publish legal notices and publications required by law and may be utilized for the purpose of publishing other official announcements, information, or advertisements. This Request for Proposals ("RFP") will be non-exclusive. Eagle County reserves the right to purchase supplies or services from other third parties.

Proposals must be received by email to justin.patrick@eaglecounty.us; by FedEx, UPS, DHL, or hand delivery to the Communications Department, 500 Broadway Street, Eagle, CO, 81631; or by United States Mail to P.O. Box 850, Eagle, CO 81631 before 5 p.m. local time on September 1, 2025. Any proposal received after this time will not be considered and will be returned to the respondent unopened unless good cause is shown as determined by Eagle County in its sole discretion.

The proposal document may be obtained at the **Communications Department, 500 Broadway, Eagle, CO 81631 between** the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The complete document is also available at www.eaglecounty.us.

Contact information:
Justin Patrick
Strategic Communications Director
500 Broadway, Eagle, CO
970-230-1029
justin.patrick@eaglecounty.us

REQUEST FOR PROPOSALS
INSTRUCTIONS TO PROPOSERS

1. Eagle County, Colorado will be receiving proposals by email to justin.patrick@eaglecounty.us; by FedEx, UPS, DHL, or hand delivery to the Communications Department, 500 Broadway Street, Eagle, CO, 81631; or by United States Mail to P.O. Box 850, Eagle, CO 81631 before 5 p.m. local time on August 15, 2025. Any proposal received after this time will not be considered and will be returned to the respondent unopened unless good cause is shown as determined by the County in its sole discretion.

2. Any question, interpretation or clarification regarding this Request for Proposals (RFP) is required 7 calendar days prior to the due date. Responses, if any, will be issued by addenda posted to www.eaglecounty.us. All questions regarding this proposal must be in writing to Justin Patrick, Strategic Communications Director. Questions may be emailed to justin.patrick@eaglecounty.us. Please call to verify receipt of your questions. No additional questions will be accepted after the date and time referenced above unless good cause is shown as determined by the County in its sole discretion. Oral interpretations shall be of no force and effect.

3. One (1) copy of your proposal is required. If brochures or other supportive documents are requested, then it is required that one set be submitted with your proposal.

4. Eagle County reserves the right, in its sole discretion, to reject any and all proposals submitted in response to this RFP or to waive or not waive informalities or irregularities in proposals received or RFP procedures. Eagle County also reserves the right to re-advertise or to otherwise provide the services as determined by Eagle County to be in its best interest, to accept any portion of the proposal deemed to be in the best interests of Eagle County to do so, or further negotiate cost, terms, or conditions of any proposal determined by Eagle County to be in its best interests.

5. Eagle County may, at its sole discretion, modify or amend any and all provisions herein. If it becomes necessary to revise any part of the RFP, addenda will be provided through posting at www.eaglecounty.us. Eagle County reserves the right to extend the RFP submittal date or to postpone the award of an agreement.

6. All proposals will be reviewed by a selection committee and any other review as determined to be necessary. Respondents may be asked to supplement their initial proposals with additional written material. Eagle County may short-list respondents based upon an evaluation of the written submittals. Eagle County may arrange for in-person interviews with the short-listed respondents for a detailed presentation.

7. The selected proposal will be the one considered the most advantageous regarding price, quality of service, qualifications and capabilities of respondent to provide the specified service, respondent's familiarity with Eagle County, ability to satisfy legal notice publication requirements in accordance with law, and any other factors the County may consider as determined by Eagle County in its sole discretion. Eagle County may award a contract even if not the lowest priced proposal based upon a review of the identified factors.

8. Respondent is encouraged to clearly identify any proprietary or confidential data or information submitted with the proposal. Should such data or information be so marked, Eagle County will endeavor to keep that information confidential, separate, and apart from the proposal. Notwithstanding the foregoing, respondent acknowledges that Eagle County may release the information in accordance with the Colorado Open Records Act, order of the court, or other applicable law.

9. Eagle County will not pay for any information requested herein, nor is it liable for any costs incurred by the respondent in connection with its response to this RFP.

10. No work shall commence nor shall any invoices be paid until the successful respondent has entered into a fully executed agreement with Eagle County and provides the requested proof of insurance, if applicable.

11. No telephone or oral proposals will be accepted.

12. Proposals must be clearly identified in the email subject line or on the front of the envelope by proposal title. Responsibility for timely submittal of proposals lies solely with the respondent. Proposals received after the closing time specified will not be considered unless good cause is shown as determined by Eagle County in its sole discretion.

13. Respondent(s) who submit a proposal are responsible for becoming fully informed regarding all circumstances, information, laws, and any other matters that might, in any way, affect the respondent's role and responsibilities. Any failure to become fully knowledgeable shall be at the respondent's sole risk. Eagle County assumes no responsibility for any interpretations made by respondents on the basis of information provided in this RFP or through any other source.

14. All respondents must include a fully executed Proposal Form with their proposal.

15. Eagle County reserves the right to award an agreement to the respondent that demonstrates the best ability to fulfill the requirements of the project based upon the County's evaluation of the selection criteria.

16. This RFP is not intended to completely define the contractual relationship to be entered into with the successful respondent(s).

17. Upon identification by Eagle County of the successful respondent, Eagle County will give the successful respondent the first right to negotiate an agreement acceptable to Eagle County in its sole discretion. In the event that an agreement satisfactory to Eagle County in its sole discretion cannot be reached, Eagle County may enter into negotiations with one or more of the remaining respondents. Eagle County may choose to discard all proposals and re-issue another RFP.

18. The successful respondent will perform all of the work or services indicated in the proposal in compliance with the negotiated agreement. The negotiated agreement shall be non-exclusive. No term in the negotiated agreement shall prevent or prohibit Eagle County from publishing notice, information, or advertisements in any other newspaper not owned or operated by the successful respondent as the County determines is necessary in its sole discretion.

19. The successful respondent(s) shall comply with the following insurance language which shall be included in the agreement to be awarded unless otherwise agreed to in writing by Eagle County:

    "Contractor agrees to provide and maintain, at Contractor's sole cost and expense, the following insurance coverage with limits of liability not less than those stated below:

    a) Types of Insurance.

        i) Workers' Compensation insurance as required by law.

        ii) Auto coverage with limits of liability not less than $1,000,000 each accident combined bodily injury and property damage liability insurance, including coverage for owned, hired, and non-owned vehicles.

        iii) Commercial General Liability coverage to include premises and operations, personal/advertising injury, products/completed operations, broad form property damage with limits of liability not less than $1,000,000 per occurrence and $1,000,000 aggregate limits."

    The successful respondent(s) shall comply with the following other insurance requirements which shall be included in the agreement to be awarded:

    b) "Other Requirements.

i) The automobile and commercial general liability coverage shall be endorsed to include Eagle County, its associated or affiliated entities, successors or assigns, its elected officials, employees, agents and volunteers as additional insureds. A certificate of insurance consistent with the foregoing requirements is attached hereto.

ii) Contractor's certificates of insurance shall include all sub-contractors, if any as additional insureds under its policies or Contractor shall furnish to County separate certificates and endorsements for each sub-contractor.

iii) The insurance provisions of this Agreement shall survive expiration or termination hereof.

iv) The parties hereto understand and agree that County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or rights, immunities and protections provided by the Colorado Governmental Immunity Act, as from time to time amended, or otherwise available to County, its affiliated entities, successors or assigns, its elected officials, employees, agents and volunteers.

v) Contractor is not entitled to workers' compensation benefits except as provided by Contractor, nor to unemployment insurance benefits unless unemployment compensation coverage is provided by Contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement."

20. The successful respondent shall also procure and maintain any additional insurance of the types and minimum limits set forth as determined by the County in its sole discretion. Such insurance shall demonstrate that the successful respondent is a named insured and must include the County and its officers, agents, employees, and volunteers as an additional insured under its policies.

21. Further, the successful respondent(s) shall comply with the following indemnification language which shall be included in the agreement to be awarded:

"Indemnification. The Contractor shall indemnify, defend, and hold harmless County, and any of its officers, agents and employees against any losses, claims, damages or liabilities for which County may become subject to, insofar as any such losses, claims, damages or liabilities arise out of, directly or indirectly, this Agreement, or are based upon any performance or nonperformance by Contractor or any of its sub-contractors hereunder; and Contractor shall reimburse County for reasonable attorney fees and costs, legal and other expenses incurred by County in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnification shall not apply to claims by third parties against

the County to the extent that County is liable to such third party for such claims without regard to the involvement of the Contractor. This paragraph shall survive expiration or termination hereof."

REQUEST FOR PROPOSAL
PROPOSAL FORM
THIS PROPOSAL FORM MUST BE SUBMITTED WITH YOUR PROPOSAL

TO: Eagle County, Colorado
500 Broadway
Post Office Box 850
Eagle, CO 81631

Re: **Newspaper of Record**

The undersigned, having examined the Instructions to Proposers and any and all documents related to the above referenced RFP:

(a) Agrees to comply with all conditions, requirements, and instructions of the Request for Proposal as stated or implied therein;
(b) Acknowledges the right of Eagle County, Colorado in its sole discretion to reject any or all proposals submitted, and that an award may be made to a respondent even though not the lowest cost;
(c) Acknowledges and agrees that the discretion of Eagle County, Colorado in selection of the successful respondents shall be final, not subject to review or attack; and
(d) Acknowledges that this proposal is made with full knowledge of the foregoing and full agreement thereto.

By submission of this proposal, and signature below, the respondent acknowledges that the respondent has the authority to sign this Proposal Form and bind the company named below. The proposer further acknowledges that Eagle County, Colorado has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to Eagle County of any and all information sought in such inquiry or investigation.

Company Name: _____
Title of Proposer: _____
Signature of Proposer: _____

REQUEST FOR PROPOSAL

PROJECT DESCRIPTION

Eagle County, Colorado is soliciting proposals from newspaper publishers to serve as the Eagle County Newspaper of Record. The Newspaper of Record will be utilized by the County to publish legal notices and publications required by law and may be utilized for the purpose of publishing other official announcements, information, or advertisements.

SCOPE OF SERVICES

Serve as the designated printed Newspaper of Record for Eagle County for the purpose of publishing legal notice and publications**.** Please indicate the following in your Proposal:

- Name of print newspaper
- Founding year of print newspaper
- Frequency of publication of newspaper
- If the newspaper possesses a current, valid Periodicals Permit issued by the United States Postal Service. Please include in your proposal a copy of any such Periodicals Permit, permit number, and evidence of approval.
- Approximate number of copies of the newspaper distributed physically within Eagle County on a daily or weekly basis, and where within the county boundaries the newspaper is distributed
- Total circulation within Eagle County and the total circulation within all jurisdictions
- Rate sheet for legal notices and for all other publications
- Format requirements for documents
- Submission process: email, secure portal, etc.
- How payments are processed

PROPOSAL SUBMITTAL REQUIREMENTS

1. **Proposal Form.** Must be signed and submitted with response.

2. **Qualifications**. Briefly explain your company's qualifications to provide the services requested, e.g., years in business, staffing, and experience.

3. **Experience.** Founding year of print newspaper and number of copies distributed physically within Eagle County on a daily or weekly basis, and where within the county boundaries the newspaper is distributed.

4. **Schedule.** The County's expectation is that upon selection of the successful proposer and the Board of County Commissioner's approval of a resolution designating the successful proposer as the Newspaper of Record, County offices and departments would immediately have the ability to publish legal notices and publications in such newspaper.

5. **Budget/Pricing.** Please provide a rate sheet for the newspaper of legal notices and all other publication types.

6. **Familiarity with Eagle County.** Provide a narrative describing familiarity with Eagle County.

7. **References**. Please provide three (3) references from current customers receiving the same or similar service(s). Include name of entity, contact name and telephone number.

8. **Legal Issues.** Are there any lawsuits, federal, state or local tax liens, or any potential claims or liabilities against you, your company or the officers of the company at this time or within the last three years? If so, please explain.

9. **Legal Publication Qualifications.** Proposals shall address whether the newspaper proposed to be utilized as the Newspaper of Record meets all legal publication requirements, including, but not limited to, whether the newspaper meets the statutory criteria identified in C.R.S. § 24-70-101, C.R.S. § 24-70-102, C.R.S. § 24-70-103, C.R.S. § 24-70-105, C.R.S. § 24-70-106, and C.R.S. § 24-70-107.