



**REQUEST FOR PROPOSAL (RFP)
LARIMER COUNTY COLORADO
200 W. OAK ST., SUITE 4000
FORT COLLINS, COLORADO**

PROPOSAL NUMBER: P19-07
DESCRIPTION: Unpaved Road Maintenance - Storm Mountain PID
RECORDING DATE: 2/19/2019

The Board of Larimer County Commissioners will be receiving sealed proposals at the office of the Purchasing Director, 200 W. Oak Street, Suite 4000, Fort Collins, Colorado, up to 2:00 P.M. (our clock), on Tuesday, February 19, 2019 at which time they will be recorded, but not publicly opened, to consider contracting for road maintenance services for the Storm Mountain Public Improvement District (PID) located near/in Drake, Colorado, US Highway 34 and CR 43.

All proposers shall be experienced roadway contractors and in the use of the Colorado Department of Transportation's Specification for Road and Bridge Construction.

Interested vendors are **encouraged** to view the service area at their convenience. The areas to be serviced within the scope of this Request for Proposal include Storm Mountain PID #55. **It is possible that additional districts or locations may be added if both parties mutually agree.** The Awarded Vendor may be called upon to perform Emergency Work in response to a disaster.

RFP documents are available online at Rocky Mountain e-Purchasing at www.bidnetdirect.com/colorado, and on the Larimer County Purchasing site at www.larimer.org/bids.

A **PRE-PROPOSAL CONFERENCE** is being held to familiarize vendors with the scope of work and to ask clarifying questions. The meeting will be held **Thursday, February 7, 2019 at 10:00 a.m.** at Larimer County Courthouse Building, 200 W. Oak Street, Fort Collins, CO - Lake Loveland Conference - which is located on the second floor West-Side of building (across from the Assessor's Office).

Please be sure you have reviewed the entire Request for Proposal prior to this pre-proposal meeting.

Vendors are requested (not required) to attend and participate in the meeting.

**** NO OTHER MEETING WILL BE CONDUCTED ****

All questions regarding this RFP must be in writing and should go to Les Brown, Purchasing Agent, at brownxld@larimer.org. **Questions are due no later than 10:00 a.m. (our clock) February 11, 2019.** Please call Les Brown at 970-498-5954 to verify receipt of your questions. No questions will be accepted after the date and time referenced above. All questions received will be answered via Addendum only. Addenda will be published online at Rocky Mountain e-Purchasing at www.bidnetdirect.com/colorado, and on the Larimer County Purchasing site at www.larimer.org/bids.

NOTE: Unauthorized contact with any other County employees regarding this RFP may result in disqualification of your Proposal.

INSTRUCTIONS TO PROPOSERS:

Four (4) paper proposals and one (1) .pdf proposal (matching the paper proposal exactly) on one (1) FLASH DRIVE is required. If the paper proposal and the .pdf differ, the .pdf shall be the proposal of record. Firms are requested to also provide a "Redacted Copy" of their proposal on the FLASH DRIVE, which, adhering to the information provided in the next paragraph, will be used to satisfy open records requests. **Firms that do not provide a redacted copy will have their electronic copy used to satisfy open records requests.** Redacted responses should not include information which the proposer believes to be trade secret or other privileged or confidential data. If brochures or other supportive documents are requested, then it is required that they be submitted with both your paper and electronic proposals.

All information submitted in response to this request for proposal (RFP) is public after the Notice of Award has been issued. The proposer should not include as part of their response to the RFP any information which the proposer believes to be a trade secret or other privileged or confidential data. If the proposer wishes to include such material with a proposal, then the material should be supplied under separate cover and identified as confidential. Statements that the entire proposal is confidential will not be honored. We request a redacted electronic copy which is free of information the proposer believes to be trade secret or other privileged or confidential data. Larimer County will endeavor to keep that information confidential, separate and apart from the proposal subject to the provisions of the Colorado Open Records Act or order of court.

By submitting a proposal, the vendor agrees they may not rescind their proposal on or after the closing date and time identified in the RFP or as modified by addendum. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Director of Larimer County.

No work shall commence nor shall any invoices be paid before the contractor provides the required proof of insurance as outlined in the "Insurance Requirements", and before such proof is accepted by Larimer County Risk Management. **Additionally**, the contractor will provide an endorsement naming Larimer County as an additional insured to their policy. If you have any questions concerning the insurance requirements, please contact Risk Management at (970) 498-5963 at least one week before the proposal recording date. Payment for work performed or goods sold to Larimer County can be expected within 30 days after receipt of the invoice and satisfactory acceptance from the department receiving the service or goods.

As of August 7, 2006, state and local government agencies are prohibited from purchasing services from any contractor that knowingly employs illegal immigrants to help carry out publicly funded work. Pursuant to the provisions of Colo. Rev. Stat. §8-17.5-101, contractors must certify that they are using the E-Verify Program or Department Program to verify the employment eligibility of new employees. If a contractor awarded a contract violates the provisions of Colo. Rev. Stat. §8-17.5-101(2), the state or local government agency may terminate the contract and the contractor will be liable for damages to such agency.

Vendor certifies, warrants, and agrees that (he) (she) (it) has knowledge of the "Keep Jobs in Colorado Act" codified at Sections 8-17-101, *et seq.* of the Colorado Revised Statutes and that Colorado labor shall be employed to perform at least eighty percent (80%) of the work. See <https://www.colorado.gov/pacific/flashdrive/kjica> for more information regarding this Act, which applies to Public Works projects. The definition of Public Works is found under the "Keep Jobs in Colorado Act Rules", which is listed in the website listed above. "Frequently Asked Questions" about this Act may be found at: https://www.colorado.gov/pacific/sites/default/files/KJICA%20FAQs_1.pdf

Larimer County reserves the right to reject any and or all proposals, to further negotiate with successful proposer and to waive informalities and irregularities in proposals received, and to accept any portion of the proposal if deemed to be in the best interest of Larimer County to do so. If, in the sole judgment of the Board of County Commissioners, the proposals are substantially equal, the Board may grant the contract to companies located in Larimer County, however this is not applicable in the case that Federal funds are used. The total cost of proposal preparation and submission shall be borne by the proposer.

No telephone, e-mail or facsimile proposals will be accepted.

Proposals must be clearly identified on the front of the envelope by proposal number and title. Responsibility for timely submittal and routing of proposals, prior to recording, lies solely with the proposer. Proposals received after the closing time specified will not be considered.

Vendors will not be compensated for generating, producing, or duplicating any proposal materials associated with this RFP.

Larimer County is an Equal Opportunity Employer and no otherwise qualified individual shall be subject to discrimination on the basis of race, color, religion or religious affiliation, sex, familial status, age, genetics, disability, or national origin in any phase of employment for this position.

Larimer County strongly encourages the use of small and minority firms, women's business enterprises, and labor surplus area firm services. In accordance with Federal and State laws, Larimer County does not discriminate.

All businesses, organizations, and individuals contracting with Larimer County must comply with Title II of the Americans with Disabilities Act of 1990, as amended. For more information on these requirements and to read the full Title II text, please go to the following web page: https://www.ada.gov/ada_title_II.htm.

The contractor certifies that by signing the contract, neither the contractor nor subcontractors, the organization nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal government and do not appear on the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA).

Other governmental entities may piggyback on the award of this solicitation as long as the award vendor is amenable, and should contact Larimer County Purchasing for any necessary procurement documents. The entity shall deal directly with the award vendor concerning the placement of Purchase Orders, freight charges, contracting and disputes, invoicing, and payment. Larimer County shall not be held liable or responsible for any liability, claims, costs, damages, demands, actions, losses, judgments or expenses incurred by the vendor or any government entity relating to such use.

No vendor awarded a solicitation shall be federally debarred. Such debarment shall be checked through the System for Award Management, at www.sam.gov.

Proposals must be furnished exclusive of any Federal, State, or Local taxes.

PROJECT OVERVIEW:

Larimer County intends to contract with one (1) qualified contractor to provide miscellaneous non-paved road maintenance and construction services for the Storm Mountain Public Improvement District (PID), located in the Drake, Colorado vicinity. **It is possible that additional districts or locations may be added if both parties mutually agree.** The contractor may be called upon to perform Emergency Work in response to a disaster.

It is anticipated that the services described under "SCOPE OF WORK" will begin Spring of 2019. **No snow removal services are required; however, may be added if both parties mutually agree. In your proposal please indicate if you provide snow removal and if there is a price difference during winter on your manpower and equipment rates (include subcontractors if applicable).**

Services will be conducted on a case-by-case basis as determined by the individual PID Road Board in conjunction with both the Larimer County Engineering Department and the contractor. The amount of road maintenance and number of projects will vary throughout the year.

There are **over 27 miles of non-paved roads** in the Storm Mountain PID #55. These roads will require varying levels of annual and/or routine maintenance due to traffic volumes, location within the district, weather effects, etc. The estimated annual spend for the Storm Mountain PID #55 for road maintenance is:

PID #55	Approximate Annual Road Maintenance Expenditures
Storm Mountain	\$130,000.00

DIRECTIONS TO THE STORM MOUNTAIN PID #55

From Loveland, Colorado, drive west on US Highway 34 (Big Thompson Canyon) to Drake, Colorado. Turn right (northwest) on CR 43 in Drake. Turn right on Storm Mountain Drive. A drawing of the District Boundary area for Storm Mountain PID #55 is attached to this proposal as Attachment B - Drawing.

SCOPE OF WORK:

These services are to include, but are not limited to, the following:

1. Maintenance and minor improvements to the gravel roads in the PID.
 - 1.1. The majority of the work will consist of: blading, wetting, and rolling the existing gravel roads.
 - 1.2. Reconditioning of the gravel roads will also be necessary on occasion, but less frequently.
 - 1.2.1. Reconditioning consists of ripping, watering, grading (blading), and rolling (compacting) the existing gravel roads.
 - 1.3. Other work items may include, but not be limited to: re-grading of drainage ditches, adding additional aggregate base course or recycled asphalt pavement to the roads, applying water to the roadways as a dust palliative (paid for by the number of thousands of gallons (M Gal) used), or applying a dust palliative agent for roadway surface stabilizing and dust control (paid for by number of gallons used).
 - 1.4. Provide water to each site as needed and shall find their own source, haul it, and apply it. *The cost per one thousand gallons shall be all-inclusive.*
2. Perform other miscellaneous road construction projects, including but not limited to, excavation, backfilling, grading, compacting, loading, hauling, dumping, placing rip rap, storm drain pipe and culvert work including installation and removal, miscellaneous earthwork, hand labor, utility potholing, and site cleanup.
 - 2.1. These services will be performed on the road areas (including surrounding ditch areas).
3. Apply dust palliative for dust control and stabilization that minimizes chemicals and chlorides from leaching or migrating out of the roadway platform.
 - 3.1. This work may be required at times when grading or blading is NOT also needed.
 - 3.2. Before application of any dust suppressant, a submittal of the product and discussion regarding its contents and effects will take place with Larimer County and the Road Board.
 - 3.3. Products such as Durablend™ or similar approved equal will be approved but must conform to the manufacture’s specifications for application.
4. Meet and establish a working relationship with the PID Road Board.
 - 4.1. Road work and schedules shall be coordinated with the PID Road Board.
 - 4.2. It is expected that road maintenance will be needed multiple times per year - anticipated frequency and scheduling of work are important factors that will be discussed between the selected contractor and the PID Road Board.
 - 4.3. The Storm Mountain PID Road Board currently has five (5) members.
5. Occasionally consult with Larimer County Engineering staff regarding a wide variety of construction related issues.
6. Perform, or review, construction cost estimates.
7. Create, or assist in creating, construction schedules.
8. Perform other construction related tasks as directed.
9. All services are to be conducted per the Colorado Department of Transportations (CDOT) Standard Specifications for Road and Bridge Construction. *The CDOT specifications can be found at www.coloradodot.info.*

INSURANCE REQUIREMENTS:

1. Prior to commencement of any work, contractor shall forward Certificates of Insurance to Larimer County Risk Management, 200 W. Oak St., #4000, Fort Collins, Colorado 80521. The insurance required shall be procured and maintained in full force and effect for the duration of the Contract and shall be written for not less than the following amounts, or greater if required by law. Certificate Holder should be Larimer County at the above address.
2. Workers' Compensation and Employers' Liability (waived if there are no employees)
 - 2.1. State of Colorado: Statutory
 - 2.2. Applicable Federal: Statutory
 - 2.3. Employer's Liability: \$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee
 - 2.4. Waiver of Subrogation
3. Commercial General Liability on an Occurrence Form including the following coverages: Premises Operations; Products and Completed Operations; Personal and Advertising Injury; Medical Payments; Contractual Liability; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001. Minimum limits to be as follows:
 4. Bodily Injury & Property Damage General Aggregate Limit \$2,000,000
 5. Products & Completed Operations Aggregate Limit \$2,000,000
 6. Personal & Advertising Injury Limit \$1,000,000
 7. Each Occurrence Limit \$1,000,000
 - 7.1. Other General Liability Conditions:
8. Products and Completed Operations to be maintained for one year after final payment. Contractor shall continue to provide evidence of such coverage to the County on an annual basis during the aforementioned period (as appropriate).
9. **Contractor agrees that the insurance afforded the County is primary.**
10. If coverage is to be provided on Claims Made forms, contractor must refer policy to Risk Management Department for approval and additional requirements.
11. Commercial Automobile Liability coverage to be provided on Business Auto, Garage, or Truckers form. Coverage provided should be at least as broad as found in ISO form CA0001 (BAP), CA0005 (Garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos. Limits to be as follows:
 - 11.1. Bodily Injury & Property Damage Combined Single Limit \$1,000,000
12. Minimum required limits set forth herein may be met by utilizing a combination of excess/umbrella policies in conjunction with primary insurance policies if necessary.
13. **All Insurance policies** (except Workers Compensation and Professional Liability) **shall include Larimer County and its elected and appointed officials and employees as additional insureds as their interests may appear.** The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability. Additional Insured endorsement(s) shall be attached to the certificate of insurance that is provided to the county.
14. The County reserves the right to reject any insurer it deems not financially acceptable by insurance industry standards. Property and Liability Insurance Companies shall be licenses to do business in Colorado and shall have an AM Best rating of not less than B+ and/or VII.
15. **Notice of Cancellation:** Each insurance policy required by the insurance provision of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Larimer County Risk Management, 200 W. Oak St., #4000, Ft. Collins, CO 80521. If the insurance company refuses to provide the required notice, the contractor or its insurance broker shall notify the County of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

16. Contractor shall furnish Larimer County certificates of insurance. Contractor will receive all sub-contractors' certificates of insurance. Such certificate must meet all requirements listed above. **ANY DEVIATIONS FROM THE STANDARDS GIVEN ABOVE MUST BE APPROVED BY THE LARIMER COUNTY RISK MANAGEMENT DEPARTMENT.** IF YOU HAVE ANY QUESTIONS CONCERNING THE INSURANCE REQUIREMENTS, PLEASE CONTACT RISK MANAGEMENT AT (970) 498-5963 AT LEAST ONE WEEK PRIOR TO THE RFP CLOSING DATE.

LARIMER COUNTY DOES NOT ACCEPT LIMITATIONS OF LIABILITY.

PROPOSAL SUBMITTALS:

Please submit your proposal, addressing each of the following items **in the order as outlined below**, including a Table of Contents (tabbing and numbering each section for ease of use is appreciated). As time is of the essence, **brevity is appreciated**. Proposers should provide only the information requested, and present it in a clear, concise manner. Your PDF shall be one single file only. **Incomplete proposals may be rejected.** *(Per page one of this RFP, "Four (4) paper proposals and one (1) .pdf proposal (matching the paper proposal exactly) on one (1) FLASH DRIVE is required. If the paper proposal and the .pdf differ, the .pdf shall be the proposal of record. Firms are requested to also provide a "Redacted Copy" of their proposal on the FLASH DRIVE.")*

1. Signed Signature Page (page 9)
2. Table of Contents
3. Limitations of Liability: **Larimer County does not accept any Limitation of Liability provisions within the final agreement.** In this section, you must specifically address your firm's position on this topic, including acceptance of this.
4. Explicitly describe/explain how your firm meets each item under the QUALIFICATIONS section on page four (4) of this RFP.
5. A Statement of Understanding showing familiarity with the project requirements.
6. General Company Information
 - 6.1. List any name changes of firm in the last 10 years; and date firm was established.
 - 6.2. Describe how the firm is organized.
 - 6.3. State and briefly describe any values, mottos, or goals that your organization operates by.
 - 6.4. Provide any general contracting licenses held by firm.
 - 6.5. Copies, if any, of licenses/certificates/awards pertinent to the Scope of Work.
7. Profile Projects
 - 7.1. Provide as references up to five (5) projects completed within the past 10 years. The following information should be provided:
 - 7.1.1. Project description that includes the project name, overall Scope of Work, key subcontractors used, and any unique characteristics and how they relate to this projects size, scope and location constraints.
 - 7.1.2. Include: contact name, role/responsibilities and title of contact, current contact phone number and email address, and project information, identify your lead team member(s) that work(ed) with the reference.
 - 7.1.3. Type of project.
 - 7.1.4. Describe why this profile project is similar in nature to the Larimer County's project.
 - 7.1.5. Provide a brief discussion of any unusual factors that affected the project (e.g. owner-initiated delays, additions to the work, etc.).
8. Contractor Resources
 - 8.1. Indicate the total number of personnel employed by the contractor and how many resources.
 - 8.2. Provide an organizational chart for those resources proposed to be used on this project.
 - 8.3. Indicate the physical office location this project will be managed through.
 - 8.4. Provide a full list of equipment on-hand, owned, and managed by your firm.
 - 8.5. Describe how this project will fit into the contractor's workload. *The firm should clearly identify any other contractual obligations for similar projects to other entities and identify how concurrent or multiple obligations will be supported.*

9. Qualifications of the key personnel who will be directly involved in the services, including name, position, and years of service with your company.
10. Company name(s) and qualifications of sub-contractors your company may utilize for the services, if applicable.
11. Insurance Company
 - 11.1. Provide the name, address, and phone number of the firm's insurance agent(s).
 - 11.2. Provide a copy of your existing certificate of insurance that most closely covers the requirements as specified in this RFP.
12. Complete and submit Attachment C - Fee Schedule, (make sure you complete the entire fee schedule including unit prices).
13. Submit/provide your list of manpower and equipment rates (include subcontractors if applicable).
14. Indicate if you provide snow removal and if there is a price difference during winter on your manpower and equipment rates (include subcontractors if applicable).

EVALUATION CRITERIA:

Proposal submittals will be individually evaluated and scored by each Evaluation Committee Member. The criteria below will be the basis for review of the written proposals. The rating scale shall be for available points, receiving the maximum points available per criteria would be considered an outstanding rating.

CRITERIA	STANDARD	POINTS AVAILABLE
Experience, Qualifications, Availability, and Limitations of Liability	<ul style="list-style-type: none"> Does the contractor have the stability, experience, equipment, manpower, and insurance to successfully complete the Scope of Work? Will the contractor be able to successfully complete the various services for the PID <u>with minimal County oversight</u>? Does the contractor have the availability (contractual obligations) and commitment of staff and resources needed to complete Scope of Work? Does the contractor's position on Limitation of Liability provision align with the County's? 	40
Pricing	<ul style="list-style-type: none"> Pricing competitive, reasonable, and advantageous to Larimer County. 	30
Relevant Project Experience	<ul style="list-style-type: none"> Has the contractor worked on projects similar in size and requirements to this project? Does the contractor demonstrate past experience for establishing a working relationship with a PID and/or other boards/clients? 	30
Maximum Possible Points = 100		

AWARD AND AGREEMENT:

A formal agreement will be awarded to the vendor with the most responsible, responsive, reasonable proposal, deemed the best value, best fit, and most advantageous to Larimer County (Interviews may be held, and references may be contacted, to assist in the decision for award).

The term of the agreement shall be for one (1) year from the date the agreement is executed. The County, at its sole option, may offer to extend this Contract for up to four (4) additional one-year terms. The extension option may be exercised providing satisfactory service is given, and must be mutually agreed upon in writing, by and between the County and the Award Vendor.

A Sample of Larimer County's "Professional Services Agreement" is included with this Request for Proposal as Attachment A - Professional Services Agreement. Any exceptions or requested additions to the attached agreement must be stated and submitted with your Proposal; these requests will not be accepted after the Proposal has closed. The County makes no guarantee of any changes or concessions, but will review and consider all requests submitted.

NOTE: LARIMER COUNTY DOES NOT ACCEPT LIMITATIONS OF LIABILITY.

CONSTRUCTION SERVICES TIME AND COST:

Attachment C - Fee Schedule reflects the typical items of work required for the non-paved road maintenance work in PIDs, as described in the Scope of Work. Work items not falling under "**CONTRACT ITEM DESCRIPTION**" in the Fee Schedule will be paid for either by an agreed upon price prior to the work commencing on a specific project, OR on a time and materials basis (based upon the manpower and equipment rates submitted with this proposal) with a not-to-exceed amount. The County will not pay more than 15% mark-up on materials. Material invoices must be included with the billing invoices. The County will not pay more than a 5% mark-up on subcontractor invoices.

PROCESS FOR PAYMENT:

The Awarded Vendor shall be paid as described under "CONSTRUCTION SERVICES TIME AND COST," referenced above. The manpower and equipment rate submitted with this proposal shall become part of the contract. The Awarded Vendor shall submit a detailed invoice for work completed for the prior month. The invoice must be similar in detail as represented in Attachment D - Sample Contractor Invoice and must reference the Larimer County Purchase Order number for the current year contract term. The invoice will be submitted to the PID Road Board representatives for approval. After approval, the PID Road Board will forward the invoice to the Larimer County Contract Administrator, as defined in the contract or purchase order, for execution and payment.

SIGNATURE PAGE

ADDENDA:

The proposer acknowledges the receipt of the following Addenda:

<u>Addendum Number</u>	<u>Date of Addendum</u>	<u>Date Received</u>
_____	_____	_____
_____	_____	_____

The undersigned certifies that he/she has examined the specifications and instructions to bidders and has submitted a bid in full compliance and without collusion with any other person, individual or corporation.

The undersigned further certifies that he/she is or is trying to participate in the "E-Verify" program, an electronic program provided via U.S. Citizenship and Immigration Services, through which employers verify the employment eligibility of their employees after hire. Visit the link below for more information.

<http://www.uscis.gov/e-verify>

The undersigned certifies that you have verified that you do not employ illegal aliens, and that you shall not knowingly employ an illegal alien to perform work.

SIGNED: _____ TITLE: _____

PRINTED NAME: _____

FIRM: _____ DUNS # _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

DATE: _____ TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

For further information regarding this request for proposal, please contact Les Brown, Purchasing Agent, at (970) 498-5954, or brownxld@larimer.org.

PLEASE SUBMIT YOUR PROPOSAL WITH THE FOLLOWING AFFIXED TO THE FRONT OF THE ENVELOPE:

Proposal Number: P19-07, Unpaved Road Maintenance - Storm Mountain PID

Proposal Closing Date: _____

Vendor Name: _____

Return Proposal to:

LARIMER COUNTY PURCHASING DIRECTOR
200 W. OAK STREET, SUITE 4000, PO BOX 1190
FORT COLLINS, COLORADO 80522



NOTE: Use the label to the left on packages when returning your proposal response.