



PUBLIC WORKS

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www.co.teller.co.us

P.O. Box 805 - Divide, CO 80814

REQUEST FOR PROPOSAL (S) - RFP

SECTION 1: INTRODUCTION AND BACKGROUND

1.05 DEFINITIONS FOR PROPOSAL PURPOSES

Please note the following definitions of terms as used herein:

"Request for Proposal (RFP)" means all documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

"Respondent" means the person, firm, or corporation that submits a formal sealed proposal and which may or may not be successful in being awarded this procurement.

"OWNER" means Teller County, dba Teller County Public Works Department, the individual, entity, public body or authority with whom Contractor enters into the Agreement, once signed, and for whom the Work is to be performed.

"Owner's Representative" means the official representative of OWNER designated in the agreement that will have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to the work under the agreement.

"Agreement" means the Form of Agreement between OWNER and Contractor for services including exhibits.

1.01 REQUESTS FOR INFORMATION

The Request for Proposal (RFP) contains the instructions governing the proposals to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.

Any requests for clarification and/or information of any kind regarding the submission of this RFP shall be directed to:

Fred Clifford Teller County Public Works
cliffordf@co.teller.co.us

(719) 687-8812

A MANDATORY pre-proposal meeting is scheduled for May 22, 2018 at 10:00 am at the Teller County Public Works Facility at 308-A Weaverville Road Divide Co, 80814. A general description of each project will be provided at the pre-proposal meeting and respondents will be allowed to schedule site visits at each location sufficient to gather information to submit their proposal. Appendix A to this RFP is included only to show the location and approximate size of the project.

1.02 SUBMISSION OF PROPOSAL

Respondents are requested to submit 3 bound copies of the proposal. The proposals must be received no later than 12:00 pm local time, May 29, 2018, at the Public Works Department.

Responses shall be addressed as follows:

Proposal for General Contracting Services

Teller County Public Works Department

P.O. Box 805

Divide Co, 80814

Attn: Fred Clifford

Proposals may be either mailed or hand-delivered. If the proposal is sent by mail to the Public Works Department, the respondent shall be responsible for actual delivery of the proposal to the proper office before the deadline. Any proposals received after the deadline may be returned unopened.

The proposal must contain the signature of a duly authorized officer or agent of the Respondent's company empowered with the right to bind the Respondent.

Each proposal must be sealed to provide confidentiality of the information prior to the submission date and time. The proposal shall be firmly wrapped, securely sealed, and addressed to the Public Works Department, clearly marked "PROPOSAL FOR GENERAL CONTRACTING SERVICES". OWNER will not be responsible for premature opening of proposals not properly labeled.

All proposals become the property of OWNER upon receipt of same by OWNER. The content of all proposals will, to the extent permitted by law, be kept confidential until an award is made, after which the content will no longer be kept confidential, except as may be otherwise specifically provided herein.

Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified shall be sealed and submitted to the Public Works Department prior to the proposal submission deadline and must be clearly MARKED as RE-SUBMISSION.

1.03 INTRODUCTION

OWNER reserves the right to select one or more providers/services and may elect to reject or eliminate one or more of the requested services.

The Teller County Public Works Department/Office is a division of Teller County.

The purpose of this RFP is to solicit general contracting services at several locations in Teller County.

SECTION 2: ADMINISTRATIVE REQUIREMENTS

2.01 SCOPE OF TERMS AND CONDITIONS

The following terms and conditions shall govern the submission of proposals and any Agreement resulting from this procurement. Respondents, by virtue of submission of a proposal, acknowledge and accept these Terms and Conditions.

2.02 GENERAL TERMS AND CONDITIONS

The general terms and conditions listed in the Agreement shall govern any contract(s) ensuing from this Request for Proposal.

2.03 OBJECTIVE OF REQUEST FOR PROPOSAL

The objective of this RFP is to provide and or allow respondents to visit the project sites and to gather sufficient information to submit written proposals on how to best accomplish each task in the most cost effective manner. The RFP is not a contractual offer nor is it a commitment to purchase products or services.

All information must be legible.

The contents of the proposal submitted by the successful Respondent of the RFP may become part of any contract awarded as a result of this solicitation.

This Request for Proposal refers to both Teller County and the Teller County Public Works Department. Any rights exercised by Teller County hereunder may be exercised by the Teller County Public Works Department.

2.04 PRE-PROPOSAL CONFERENCE AND SITE VISITS

A MANDATORY pre-proposal meeting is scheduled for May 22, 2018 at 10:00am at the Teller County Public Works Facility at 308-A Weaverville Road Divide Co, 80814. A general description of each project will be provided at the pre-proposal meeting and respondents will be allowed to schedule site visits at each location sufficient to gather information to submit their proposal. Appendix A to this RFP is included only to show the location and approximate size of the project.

2.05 AWARD OF CONTRACT

Contract(s) may be negotiated with respondent(s) whose proposal is determined to be most responsive to OWNER's needs and most advantageous to OWNER, considering cost as well as other factors based on the criteria described herein, all as solely determined by OWNER. Award of contract may be made without discussion after proposals are received. Proposals should, therefore, be submitted initially on the most favorable terms, from both price and technical standpoints. OWNER reserves the right to reject any or all proposals, and to award a contract in whole or in part or not at all.

2.06 ADDENDA TO THE REQUEST FOR PROPOSAL

If it becomes necessary to revise any part of this RFP, an addendum will be provided to all Respondents who have been placed on the official plan holders list in the Teller County Public Works Department.

2.07 RESPONDENT RESPONSIBILITY FOR PROPOSAL COSTS

OWNER is not liable for any cost incurred by any Respondent associated with the preparation of a proposal or the negotiation of a contract for services prior to the issuing of the contract.

Selected Respondents may be asked to present their proposals and/or to demonstrate ability to provide products or services to OWNER's representatives at a location in Teller County reasonably designated by OWNER. The Respondents shall bear all costs for such presentations.

2.08 ECONOMY OF PROPOSALS

Respondent must submit a complete and concise response to the RFP, which will be retained by OWNER. Proposals should be prepared simply and economically, while providing complete details of the respondent's abilities to meet the requirements of this RFP.

2.09 SUBSTANTIVE PROPOSALS

The respondent shall certify (a) that respondent's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that respondent has not directly or indirectly induced or solicited any other respondents to put in a false or sham bid; (c) that respondent has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a bid; (d) that respondent has not sought by collusion to obtain for themselves any advantage over any other respondents or over OWNER; and (e) respondent shall not violate or cause any person to violate, the Colorado Code of Ethics (C.R.S. 24-18-101 et. seq.).

2.10 PROPOSALS BINDING

Respondents are advised that proposals shall be binding upon the Respondent for one hundred twenty (120) calendar days from the proposal due date. A Respondent may withdraw or modify their proposal any time prior to the proposal due date by a written request, signed in the same manner and by the same person who signed the proposal.

2.11 DISCLOSURE OF PROPOSAL CONTENT

If a proposal contains information that the respondent does not want disclosed to the public, or used for any purpose other than the evaluation of this offer, all such information must be indicated with the following or similar statement:

"The information contained on page (s) _____, shall not be duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided; that if a contract is awarded to this firm, as a result of the submission of such information, OWNER shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit OWNER's right to use the information contained herein if obtained from another source."

All such non-disclosure items specified in the proposal, and in this Section 2.11, shall be subject to The Colorado Public Records Act or as otherwise provided by law or regulation.

All material provided to OWNER during the RFP process and contract negotiation and administration would be expected to be used without restriction by OWNER in the future. Please be specific about any exceptions respondent may have to this provision.

In the event that a proposal is rejected, OWNER reserves the right to use any of the concepts or ideas contained therein without incurring any liability.

All Respondent marketing and promotional documentation supplied as part of the proposal may be included as addenda to any final contract that may result.

2.12 NOTIFICATION

Each Respondent submitting a proposal in response to this RFP will be notified in writing as to acceptance or rejection of their proposal. OWNER plans to release such letters within one hundred twenty (120) days of the proposal submission date. OWNER may delay this action if it is deemed to be in the best interests of OWNER.

2.13 RIGHT TO REJECT PROPOSALS AND NEGOTIATION

OWNER reserves the right to reject any and all proposals and to waive any formality in proposals received, to accept or reject any or all of the items in the proposal, and award a contract in whole or in part or not at all, if it is deemed in OWNER's best

interest, and to resolicit proposals if deemed to be in OWNER=S best interest.

OWNER reserves the right to negotiate any and all elements of the proposal, if such action is deemed to be in the best interest of OWNER.

2.14 TAXES

OWNER, as a governmental unit, is exempt from any and all taxes. Unless otherwise indicated, the prices shown in their proposal shall not include taxes of any kind.

2.15 NON-COLORADO CORPORATIONS

Unless waived by OWNER before or at the time that a contract is awarded to a corporation domiciled outside the State of Colorado, such corporation shall obtain authorization to do business in the State of Colorado, designate a place of business in Colorado, and appoint an agent for service of process. Filing requirements may be available at www.sos.state.co.us/chap5.html.

Such corporation must furnish OWNER with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued and is valid. There shall also be procured from the Colorado Secretary of State a certified copy of the designation of place of business and appointment of agent for service of process, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

The laws of the State of Colorado shall govern any contract (herein referred to as the Contract) executed between the successful proposer and OWNER and any interpretations or constructions thereof. Further, the place of performance and transaction of business shall be deemed to be in the County of Teller, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, Teller County, Colorado.

2.16 APPROPRIATION OF FUNDS

Performance of the OWNER'S obligations under this RFP, and any contract entered into are expressly subject to appropriation of funds by Teller County. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the OWNER's obligations under any contract, or appropriated funds may not be expended due to Teller County=s spending limitations, then any contract entered into shall thereafter become null and void by operation of law, and the OWNER shall thereafter have no liability for compensation or damages in excess of the OWNER's authorized appropriation for any contract entered into or the applicable spending limit, whichever is less. The OWNER shall notify the Contractor as soon as reasonably possible in the event of non-appropriation or in the event a spending limitation becomes applicable.

The funds appropriated for any contract entered into are equal to or exceed the contract amount for the year in which this contract was awarded. For work to be completed in subsequent fiscal years, if any, the OWNER will notify the Contractor of the appropriation of funds for such work after the adoption of the OWNER=S annual appropriation resolution for those years.

The Contractor and the OWNER agree and acknowledge as a part of any contract entered into, that no change order or other form or order or directive may be issued by the OWNER which requires additional compensable work to be performed, which work causes the aggregate amount payable under the contract to exceed the amount appropriated for any contract entered into as listed above, unless the Contractor has been given a written assurance by the OWNER that lawful appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in any contract entered into.

2.17 SELECTION PROCESS

Each Respondent may additionally be required to show that they have satisfactorily provided products and performed similar work in the past and that no claims of any kind are pending against such work. No proposal will be accepted from a Respondent who is engaged on any work which would impair their ability to perform or finance this work. All such work shall be revealed in

the Proposal.

No proposal will be accepted from, nor will a contract be awarded to, any Respondent who is in arrears to Teller County, Colorado, upon any debt or contract, or who is in default, as surety or otherwise, upon any obligation to the OWNER or is deemed to be irresponsible or unreliable by OWNER.

The selection committee will use all facts, information, and data available to finalize its evaluation. On the basis of qualifications, technical and cost response to this RFP and subsequent evaluation activities, the selection committee intends to recommend a respondent (s) to provide the required services of this RFP.

Failure of the respondent to provide any information requested in this RFP may result in disqualification of the proposal. The selection committee's sole objective will be to recommend the award of a contract to the respondent whose proposal is most responsive to OWNER's needs and most advantageous to OWNER considering cost as well as other factors based on the evaluation criteria described herein.

Proposals will be judged on the information provided in the proposal submission or provided in response to interview questions, if interviews are conducted. In addition, the following selection criteria in descending order of importance will be used to evaluate the proposals:

- **Respondents must be a commercially licensed general contractor in Teller County, Woodland Park and Cripple Creek Colorado.**
- Respondents should include all permit fees and bonds as a separate line item cost in the proposal.
- Previous background, experience, and credentials, relevant to this RFP, of persons to be assigned to this project; (include plan for maintenance of qualified personnel required for the performance of services during the contract period, e.g., staff available as represented);
- Project organization and management; ability to handle the project with minimal oversight
- Method of interface with Teller County staff; including anticipated amount of time needed
- Previous experience working with governmental agencies, and with the public;
- Illustrative and descriptive material of the Contractor's previous work is a requirement for evaluation;
- Identification of key task(s) and descriptions of how they will be accomplished; how disruptions will be minimized
- Schedule of rates (pricing) or fees for services proposed; e.g. estimated total labor hours, labor dollars, overhead dollars, other direct costs and total fee (total not to exceed amount in dollars), needed to complete project; including discounts, if any;
- Experience and credentials of sub-Contractors as applicable;
- Technical content of the proposal including product features;
- Service Area or Coverage Area;
- Contractual terms and conditions;
- Project schedule and work plan based on current workload;
- Service level agreements, ability to service product;
- Adequacy and completeness of the proposal with regard to the information specified herein;
 - i.e., compliance with terms, conditions, and other provisions contained in the RFP.

2.18 PROPOSAL CONTENT AND MINIMUM SUBMITTAL REQUIREMENTS

Respondents are encouraged to submit clear responses to the RFP. Responses of excessive length or ornateness are discouraged. OWNER reserves the right to include the selected proposal, or parts thereof, in any final contract. Due to the need for an expedited review of proposals and selection of a respondent, respondents are cautioned against submitting excessive and extraneous material not directly responsive to the issues raised in the RFP. Instructions regarding scope and content are given in this section.

These instructions are designed to ensure the submission of information essential to the understanding and comprehensive evaluation of the proposal.

To be considered responsive, all proposals MUST include the following information with an emphasis on adding value to OWNER. In order to expedite the evaluation of proposals, respondents shall organize their proposals in the sequence, using the same lettering/numbering system, specified below. Proposals not addressing the following items may be considered non-responsive:

A. Detailed Company Background.

At a minimum, provide the following information relative to your firm. Similar information must be provided for each sub-respondent, partner and/or joint venture member. Define any joint relationships with other vendors.

(1) Firm name and business address, including telephone number.

(2) Year established (include former firm names and year established, if applicable). Identify the state in which the firm was, **and is**, organized or incorporated.

(3) Type of ownership, and name and location of parent company and subsidiaries, if any.

(4) Indication of whether the firm is licensed to do business in the State of Colorado

B. Staff Resumes Assigned to Project

Identify and provide resumes of the account representative and technical staff that may be assigned to the project. Realizing multiple technical support staff may support such a network, identify the primary contact to be used by Teller County.

C. Experience

Summarize experience and relate its relevance to the proposed project.

D. Project Narrative

Explain in detail the service you are offering. If applicable, explain how this service will benefit Teller County in the future. Explain how it will give Teller County a technological/competitive edge.

Multiple contracts could be awarded as a result of responses to this RFP. Would respondent use third party vendors or resellers for any of the services required under the RFP? When would they be used and in what way? How will they be compensated? OWNER may elect to contract for all or only a portion or none of the planned work.

Be prepared to give an oral presentation to Teller County representatives outlining the respondent's view of current opportunities and practices, stressing potential alternatives, recommending solutions, industry trends, financial advantages or disadvantages.

E. Project Schedule

Indicate a proposed project schedule.

Identify any project constraints.

F. Costs:

Provide a schedule of rates by services for each product or service offering. Also include any other fees that would be associated with this service.

G. Statement of Product Interests

Explain any concerns respondent may have in maintaining objectivity in recommending the best solution for OWNER.

H. References

Respondents shall provide a list of past and present clients for past and present contracts for work of similar size and scope

APPENDIX A – Project Description

Project #1

Teller County Public Health Remodel- Divide Colorado

This project will consist of a minor remodel of two rooms and floor coverings in public areas of the building. Approximately 700 square feet remodel and 2000 square feet floor covering.

Project #2

Teller County Human Services Tenant Finish – Woodland Park Colorado

This project will consist of a minor remodel of existing offices in a commercial suite and the addition of a conference room and reception area. Approximately 1000 square feet tenant finish 500 square feet minor remodel

Project #3

Centennial Building Security Door Install and Concrete Repair- Cripple Creek Colorado

This project will consist of installation of a security door with buzz in /out capability and retrofit of an existing door. In the reception area. Additionally, the front entrance stairs and rear Ada ramp will require concrete repairs.

Project #4

Courthouse Concrete /ADA railing repairs- Cripple Creek Colorado

This project will consist of repair to the ADA railing at the west entry door and sidewalk repair on the east side of the building.

Project #5

Fairgrounds Restroom Floor Stabilization- Cripple Creek Colorado

This project is approximately 200 square feet. Repair or replace existing floors in restrooms as necessary.