

**MESA-58-M.6 Bridge Replacement Project**  
**Request For Qualifications**  
**RFQ-20-03148**

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# SECTION I GENERAL INFORMATION

Section I provides general information to potential Offerors on subjects such as where to submit, number of copies, addenda, proprietary information designation, and other similar administrative elements.

## 1.1 PRE-SUBMITTAL CONFERENCE

There is no pre-submittal conference for this project

## 1.2 SUBMISSION OF QUALIFICATIONS

All packets must be submitted in a sealed envelope clearly marked with the **firm name, MESA-58-M.6 Bridge Replacement Project, RFQ-20-03148** and must be received by Mesa County Public Works department prior to the submission deadline.

Sealed offers are to be submitted to:

Connie Hahn  
Operations Manager  
Mesa County Public Works  
200 S. Spruce  
P.O. Box 20,000  
Grand Junction, CO 81502-5013

**\*\*\*\*\*NO LATE OFFERS WILL BE ACCEPTED\*\*\*\*\*  
FACSIMILE OR TELEGRAPHIC SUBMITTALS WILL NOT BE ACCEPTED**

**Submission Deadline: 5:00 pm (MST) on October 30, 2020**

The opening will not be public. Offerors will be notified if their Submittal is not accepted. The Submittal shall remain the property of Mesa County Public Works.

## 1.3 NUMBER OF COPIES

Consultant shall submit one (1) copy of requested documents. The submittal shall remain the property of Mesa County Public Works. The following materials shall be part of the requested documents:

1. Financial and Exception Statement (Attachment A)
2. Hourly Rate Schedule (Attachment B)
3. Certification of Immigration Compliance (Attachment C)
4. Letter of Intent
5. Items required by Section III
6. One electronic copy of all submitted documents on Compact Disc (CD) or Digital

Versatile Disc (DVD), or Flash Drive and in Portable Document Format (pdf).  
Electronic copies must include signatures where applicable.

#### **1.4 INFORMATION**

All questions regarding the submittal preparation, the selection process, or specifications and interpretations of the terms and conditions of the RFQ, shall be submitted in writing no later than seven (7) calendar days prior to the deadline for submission of offers. Send all questions to Kevin King or Connie Hahn (See 1.16 below).

Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information. Offerors are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. Mesa County Public Works assumes no obligation or responsibility for asserting legal arguments on behalf of potential Offerors.

This is not a public bid opening, therefore, Mesa County will not release any information pertaining to the number of offers received, names of Offerors, or pricing until an award is made. Mesa County will confirm receipt of your submittal if requested.

#### **1.5 OFFEROR DUE DILIGENCE**

Each Offeror shall judge for themselves as to all conditions and circumstances having relationships to the submittal, and become informed about the unique challenges posed by this project. Failure on the part of any Offeror to make such examination and become informed shall not constitute ground for declaration of not understanding the conditions with respect to making its Submittal.

Be aware, if the Offeror has obtained this RFQ from any source other than directly from Mesa County, they will not be listed as a plan holder and will not be notified of any Addenda which could result in submitting a non-responsive Statement of Qualifications. Mesa County shall not be responsible for errors in the submittal resulting from failure of the Offeror to register as a plan holder with the County.

#### **1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION**

If an Offeror believes that parts of a submittal are confidential, then the Offeror must so specify. The Offeror must stamp in bold letters the term CONFIDENTIAL on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Mesa County will be the sole judge as to whether a claim is general and/or vague in nature. All submittals and parts of submittals which are not marked as confidential will be automatically considered public information after the contract is awarded. Other

submittals or parts of submittals may be considered public information pursuant to Colorado Law.

### **1.7 AMENDMENT**

In the event that it becomes necessary to revise any part of this RFQ, or if additional information is necessary to enable the Offeror to make an adequate interpretation of this RFQ, an addendum to the RFQ will be provided to each potential Offeror who has obtained an RFQ. Addenda to this RFQ may be issued at any time prior to the time set for receipt of the Statement of Qualifications. The Offerors are required to acknowledge receipt of any addenda by submitting a signed copy of each addendum issued. Signed copies must be submitted as part of the signed Statement of Qualifications submittal.

### **1.8 WITHDRAWAL OR MODIFICATION OF OFFERS**

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer (see 1.2 above) unless otherwise required in the RFQ. Any request for withdrawal of an offer must be signed by the individual who signed the initial submittal.

### **1.9 ACCEPTANCE**

Any offer received shall be considered an offer, which may be accepted by Mesa County based on initial submission without discussions or negotiations.

By submitting a Statement of Qualifications in response to this solicitation the Offeror agrees that any submittal it submits may be accepted by Mesa County at anytime within 90 days from the closing (see 1.2 above).

Mesa County reserves the right to reject any portion or the entire submittal and to waive informalities and minor irregularities in submittals received, and/or to accept any portion of the submittal if deemed in the best interest of Mesa County. Failure of the Offeror to provide in its offer any information requested in the RFQ may result in rejection for non-responsiveness.

### **1.10 PREPARATION COST**

The cost of preparation is not a reimbursable cost. Statement of Qualifications preparation costs and presentation costs shall be at the Offeror's expense and are the Offeror's sole responsibility.

### **1.11 AWARD**

It is the intent of Mesa County to select the firm best qualified and technically able to provide the required services within the project's proposed schedule. Selection of a firm will be made as set forth in Section IV.

## **1.12 CONTRACT ADMINISTRATION**

Mesa County Public Works shall be responsible for administration of the contract for compliance and performance with the interpretation of terms and obligations, scope, schedule, and budget.

## **1.13 SUBSTANTIATIVE SUBMITTALS**

The Offeror shall certify (a) that his/her submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that he/she has not directly or indirectly induced or solicited any other Offeror to put in a false or sham bid; (c) that he/she has not solicited or induced any other person, firm, or corporation from submitting a Statement of Qualifications; and (d) that he/she has not sought by collusion to obtain for himself/herself any advantage over any other Offerors or over Mesa County.

## **1.14 GOVERNING LAW**

The laws of the State of Colorado shall govern any contract executed between the successful consultant and Mesa County. Further, the place of performance and transaction of business shall be deemed to be in the County of Mesa, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the District Court of the Twenty-First Judicial District, Mesa County, Colorado.

## **1.15 SCHEDULE OF EVENTS**

The schedules of events are as follows:

|  |               |
|--|---------------|
| Advertise Request for Qualifications                           | 10-11 & 14-20 |
| Document Available   | 10-12-20      |
| Pre-Submittal Conference                                       | N/A           |
| Written Questions Due Date                                     | 10-23-20      |
| Submittal Due Date   | 10-30-20      |
| Notice of Consultant Selection for Interviews (estimate)       | 11-6-20       |
| Consultant Presentations and Interviews (estimate)             | 11-13-20      |
| Scope and Fee Negotiations with Selected Consultant (estimate) | 11-16-20      |
| Contract Presented to the BoCC (estimate)                      | 11-30-20      |
| Kick-Off Meeting (estimate)                                    | 12-1-20       |
| Plans adequate for DOLA application (60% w/ROW)                | 2-14-21       |
| Final Construction Plans and Contract Documents Due            | 5-1-21        |

## **1.16 INQUIRIES**

Technical questions about the scope of services, budget and finance, or other project specific question regarding this RFQ shall be in writing and directed to Kevin King. All procurement questions concerning the RFQ process or any contractual questions shall be

directed to Connie Hahn. A written response to any inquiry will be provided in the form of an Addendum to the solicitation to each Offeror. All questions shall be submitted in writing no later than seven (7) calendar days prior to the deadline for submission of offers. Questions shall not be permitted after this time, including that time between Statement of Qualification submission, presentations and final selection of a Consultant. Verbal inquiries will not be accepted.

Kevin King, P.E.  
Senior Engineer  
200 S. Spruce  
P.O. Box 20,000  
Grand Junction, CO 81502-5013  
970.255-7147  
[kevin.king@mesacounty.us](mailto:kevin.king@mesacounty.us)

Connie Hahn  
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200 S. Spruce  
P.O. Box 20,000  
Grand Junction, CO 81502-5013  
970.244.1812  
[connie.hahn@mesacounty.us](mailto:connie.hahn@mesacounty.us)

**WRITTEN QUESTIONS RELATED TO THIS RFQ SHOULD ONLY BE DIRECTED TO THE MESA COUNTY PUBLIC WORKS DEPARTMENT. ANY CONTACT WITH OTHER MESA COUNTY DEPARTMENTS BY YOUR FIRM WILL BE CONSIDERED GROUNDS TO DISQUALIFY YOUR FIRM'S RESPONSE TO THIS RFQ.**

## **SECTION II MINIMUM SPECIFICATIONS**

### **2.0 SUMMARY OF INTENT**

The Public Works Department of Mesa County is requesting Statements of Qualifications from Consultants interested in performing the necessary tasks to prepare improvement alternatives and develop detailed construction plans and specifications for *Mesa-58-M.6 Bridge Replacement Project*.

The successful Consultant must be prepared to perform services as outlined in Section II. The submittals will be evaluated by Mesa County. It is the County's goal to select a Consultant who will provide the highest quality of customer service, technical expertise and project management. The award of the contract will be based on the evaluation criteria outlined in Section IV of this RFQ.

### **2.1 SCOPE OF WORK**

The selected firm will be asked to assist the County with the following tasks:

1. Assist the County in preparing a Construction RFB and associated documents so that design may be at a 60% level and adequate information is available to prepare a DOLA application by March 1, 2021.
2. Design and prepare contract ready construction documents
3. Develop and maintain a project management program for design and construction engineering support activities.
4. Develop and maintain a project delivery schedule through construction close-out
5. Develop, implement and maintain a design phase public involvement plan
6. Coordinate with Mesa County and other stakeholders to gather and supply all information: technical, design or otherwise necessary for the successful completion of this project, inclusive to but not limited to:
  - Pavement
  - Materials
  - Geotechnical
  - Structures
  - Revegetation and Testing
  - Traffic and Safety



- Roadway
  - Hydraulics
  - Public and Agency Coordination
  - Utilities
  - Public Information
  - Construction
7. Obtain or assist in obtaining all necessary permits, approvals, easements, right-of-way and certifications needed for design, advertising the Construction RFB and others documents required for the successful completion of the project
  8. Coordinate with utility companies and prepare required agreements
  9. Provide the County with any agreements, specs and plans needed for any betterment work
  10. Obtain survey data and create a base map and other survey documents for the project
  11. Perform the services necessary to and assist in Obtaining any environmental, cultural or sociological documents or permits for the project.
  12. Obtain geotechnical data and design
  13. Develop any ROW or easement, descriptions and documents needed for the project
  14. Coordinate with Mesa County Traffic on requirements for Maintenance of Traffic, obtain data and create performance based traffic control specs
  15. Write all Special Provisions needed for the Construction IFB
  16. Prepare and maintain a cost to construct estimate
  17. Provide support to construction management, construction engineering and construction surveying
  18. Provide technical assistance for reviewing Construction Contractors schedule. Inclusive to evaluating, analyzing, and reporting on items necessary to Critical Path Method schedules.
  19. Review monthly estimate for payment throughout the project
  20. Work with the County to formulate a Quality Management Plan that will be adhered to for the project.

The aforementioned general scope of work is not to be considered encompassing as other tasks are to be identified by the selected consultant at the time of project scoping. It is further understood that the consultant will provide a comprehensive list of tasks, elements or other processes necessary to complete the scope of work so as to achieve the intent of the project.

Mesa County Public Works anticipates that it will be necessary to evaluate design alternatives for this project. The consultant will recommend alternatives for evaluation, collect public comment on the alternatives, select a final alternative, present the final alternative to the public and prepare final plans and specifications for the selected alternative. The consultant should provide a decision matrix that shows a logical progression as to how the alternatives were evaluated and ranked or discarded.

Design considerations should include cost/benefit, annual equivalent cost, minimal disruption of private property, safety, utilization of local materials, and public inconvenience during construction.

Expected minimum tasks include:

- Survey with sufficient detail to identify corridor information pertaining, but not limited, to issues related to: safety, drainage, geometry (vertical and horizontal), right-of-way, and utilities. Survey to be based on Mesa County Local Coordinate System.
- Drainage Study that includes existing and build out scenarios as well as an inventory of existing drainage and irrigation conveyance features and structures.
- Construction Stormwater Management Plan compliant with the requirements of Colorado Department of Public Health and Environment General Permit COR400000 or latest version. Both the owner and operator must apply for permit coverage as co-permittees.
- Geotechnical investigation and recommendations.
- Additional right-of-way needs.
- Identification of potential utility, irrigation and other anticipated conflicts.
- All required notices and Subsurface Utility Engineering plans that comply with ASCE 38 minimum Quality Level B or, if gravity utilities are anticipated for installation, Quality Level A.

## **2.2 PROJECT MANAGEMENT AND COORDINATION**

Project management, coordination and other project requirements will be determined with selected consultant during the scope and fee negotiation phase.

## **2.3 PUBLIC INVOLVEMENT**

Consultant shall be responsible for the planning, preparation, and conduct of all activities pertaining to public involvement including conducting public open house meetings. The

facilitation of the public open house includes meeting location and logistics, advertising and invitational materials, agenda, presentation and handout materials for participants and local media. The consultant shall prepare and distribute an open house summary of comments and activities. Mesa County shall review and approve all open house planning prior to its conduct. The number, place and type of open houses will be determined during the scoping and fee negotiations phase.

## **2.4 ENGINEERING**

The work accomplished by the Consultant shall include all professional design services required for Final Design Plans. These services shall include, but are not limited to, design coordination with all affected entities, utility and irrigation facility owners, individuals and property owners, preliminary design, preliminary grading, preliminary drainage design, preparation of plans, and all associated work required to provide a complete project package that meets the project objectives.

**Survey.** As defined in Section 2.1

**Geotechnical.** The Consultant shall be responsible for providing this task. The scope shall be developed during fee negotiations.

**Right-of-Way.** Mesa County will provide a right-of-way base map.

**Utilities.** As defined in Section 2.1.

**Drainage.** Major drainage and irrigation features shall be identified and evaluated to establish affect on horizontal alignment and grade. The Consultant shall prepare a drainage evaluation and design report.

**Major Controls.** The roadway design shall establish major controls including structures, major utilities, irrigation facilities, culverts, access points and environmental constraints.

**Revegetation Testing and Design** Using the CDOT Topsoil Testing Procedure, the Storm Water Management Plan designer is required to do a topsoil assessment of all areas within the anticipated limits of disturbance.

**Final Roadway Design.** The Consultant shall perform engineering to a final design level. The design shall include plans showing the horizontal geometry of the various roadway elements for the mainline roadway. The roadway elements shown shall include the existing and proposed edge of pavement, edge of travel way, shoulders, lane striping, curb & gutter lines, medians, retaining walls, bridges, if any, major drainage structures, and guardrails. The design shall extend through the curb radius of every intersection. Vertical profiles for the mainline roadways and the connecting road shall be developed. The design shall conform to the “desirable” design standards outlined in the AASHTO Design Manual, unless variances to

these standards are agreed to by the Project Working Group. The design shall be developed to sufficient detail to determine cut and fill limits, right-of-way and easement requirements, earthwork quantities, and required structures. Structural design shall utilize the latest AASHTO standards and for bridges shall include an initial CDOT bridge rating report. The design shall also be completed to a sufficient level of detail so that Opinion of Probable Cost (OPC) can be developed and the satisfaction of pertinent design standards can be demonstrated. The plans shall be 22"x34" in size (to allow for half-sized drawings on 11"x17" to be scaled) and shall be developed using AutoCAD Civil 3D, Version 2010 or later. The plans shall include the following plan sheets:

- Typical section sheets (both mainline and intersecting road/access)

- Plan sheets

- Detail Sheets

- Profile sheets

- Roadway cross-section sheets

- Signing and striping sheets

- Stormwater Management Plan

**Quality Assurance Review.** The consultants designated manager will review drainage and geometric design and plan package before it is released for review by the County. A memorandum to the file shall be submitted confirming internal design review.

Final design shall include all bid schedule items necessary to construct the project. The final documents shall follow CDOT design standards and specifications. Special Provisions shall be provided for all items that require clarification or modification. The Bid Schedule and Opinion of Probable Cost shall be provided in MS Excel file format and the Special Provisions shall be provided in MS Word format. The consultant will be required to provide the final plan AutoCAD files to the County and the Contractor for use in project staking and as built record preparation.

## **SECTION III SUBMITTAL CONTENT**

### **3.0 SUMMARY**

Mesa County will be using the evaluation criteria set forth in Section IV of this RFQ to make the award of this contract. All submittals to Mesa County Public Works shall be in a sealed envelope marked: MESA-58-M.6 Bridge Project (RFQ-20-03148)

### **3.1 SUBMITTAL FORMAT**

The Statement of Qualifications and Letter of Intent shall include the information in the format outlined in this RFQ and be limited to no more than twenty five (25) pages. The submittal may be printed on double sided pages; however, each printed side shall be counted as one page toward the limit of twenty five (25). The following pages are exempt from this requirement: cover page, Financial and Exception, Certification of Immigration Compliance Agreement Statement in Section V, signed addenda if issued, table of contents, resumes and references. The text and all supporting information must be provided using 10 point font or larger. Aside from the required pdf copies of the submittal items (as required in Section 1.3), the Statement of Qualifications shall not include electronic media.

We recommend that you include concise, but complete information about your firm, emphasizing why you believe your firm to be uniquely qualified for this project. Short listed firms will be required to make a formal, in person presentation to the Selection Committee. Mesa County may make a selection of the successful Offeror based on ranking of the presentations without consideration of rankings from the original submittals.

### **3.2 SUBMITTAL REQUIREMENTS**

Submittals shall contain the experience and technical qualifications of the Offeror in relationship to the Scope of Work. Along with a Letter of Intent, the submittal shall contain the following:

- Company Background and Overview
- Team Personnel and Technical Expertise
- Ability to Meet Project Schedule
- Previous Projects Similar in Scope
- Familiarity with the Project and Project Area
- Project Approach and Proposed Schedule
- Quality Assurance Methods
- References
- Attachment A - Financial and Exceptions Statement
- Attachment B – Hourly Rate Schedule
- Attachment C - Certification of Immigration Compliance
- Signed Addenda, if applicable

### **3.3 COMPANY BACKGROUND AND OVERVIEW**

Submit a general description of the company's background and experience. Discuss your firm's knowledge and experience in providing the services required by the scope of this RFQ. Include any other information that you feel is appropriate to assist the Selection Committee in selecting your firm for the project.

### **3.4 TEAM PERSONNEL AND TECHNICAL EXPERTISE**

The Statement of Qualifications should contain information that supports your firm's capacity to accomplish the services in the required time frame. Quality personnel are a key component to the successful completion of the project and will be an important factor in the decision for awarding this contract. Information provided shall include but is not limited to:

- Organizational chart of company and/or project team
- Identification of key personnel and home office location(s)
- Professional qualifications, resumes and functions of personnel who will be assigned to the project
- Specific related project experience of personnel
- Personnel availability and time commitment proposed to meet the project schedule

The Statement of Qualifications should also include a description of the personnel's technical expertise as demonstrated by:

- The professional qualifications and experience necessary for the satisfactory performance of the services, to include any necessary licenses and registrations.
- The company's/team's past performance on other contracts in terms of size, scope and quality of services and compliance with schedules. The Selection Committee may solicit from previous clients including other government agencies or any available sources any relevant information concerning the consultant's and key personnel's records of past performance.

Mesa County reserves the right to re-negotiate or terminate the contract if either of the following occurs:

- There is a significant (50%) change in the consultant's key personnel.
- The engineer of record is changed during the performance of the contract.

In the event the consultant desires to change any key personnel during the contract period the consultant must submit for approval a written request demonstrating extraordinary circumstances prior to such change. In addition, Mesa County may remove any key personnel from the consultant's design team if that person is deemed unsuitable or a hindrance to the cooperative completion of the Project.

### **3.5 ABILITY TO MEET PROJECT SCHEDULE**

Submit a description of the staffing availability and the measures your firm proposes to implement in order to meet the project schedule described in this RFQ.

### **3.6 PREVIOUS PROJECTS SIMILAR IN SCOPE**

Submit a list of three similar projects conducted by your firm and the personnel that will be assigned to this project. Include project name, project type, personnel assigned from your team, your firm's role in the project, location, estimated construction cost and contact information for the client.

### **3.7 FAMILIARITY WITH PROJECT AND PROJECT AREA**

Discuss the project team's knowledge and experience as it relates to this project or the project location. This discussion should highlight your team's knowledge as it relates to this project specifically, rather than describing relevant knowledge gained from similar projects. Include any experience with previous designs, reports, involved agencies and locations associated directly with this project and the project scope.

### **3.8 PROJECT APPROACH AND PROPOSED SCHEDULE**

In order to evaluate the depth of your technical expertise, please provide detailed information regarding each of the following areas:

- The team's understanding of the general project scope
- Overall philosophy - How does your firm approach projects of this type?
- Goals and methodology
- Challenges and problems anticipated
- Creative solutions and/or lessons learned
- Provide a proposed schedule and sample work plan that provides a clear description of the scope of work that will be accomplished within the project timeframe.
- Specific to this project and with consideration of cost/benefit the consultant shall address the following questions: Given the low average daily traffic of less than 200 ADT what modifications should be considered to the existing road and/or bridge geometry to improve the approach conditions to the structure when northbound? What modification, if any, should be considered to the intersection of KE Road and 58 Road?

The Statement of Qualifications should not reiterate the project scope provided in this RFQ, but should instead illustrate the team's understanding of the tasks that would be required to meet the scope of the project and present the team's proposed approach to complete these tasks.

### **3.9 QUALITY ASSURANCE METHODS**

Quality of the work product at the time delivered is essential in reducing the time delays caused by extensive and unnecessary County review. It is the duty of the Project Team to ensure that deliverables have been thoroughly reviewed and any errors are corrected prior to delivery. It shall not be the duty of the County Project Manager to perform quality assurance during the County review period.

The Offeror should include a detailed description of the methods proposed for quality assurance of project deliverables. This discussion should include a description of how your firm successfully handled quality assurance on a previous similar project.

The County Project Manager reserves the right to require certification in writing from the consultant at the time of product delivery that the quality assurance methods fulfilled according to the methods described in the Statement of Qualifications.

### **3.10 REFERENCES**

Provide a list of clients and references, including name, address and telephone number.

### **3.11 EXCEPTIONS**

See Attachment A – Financial and Exception Statement in Section V and indicate that there are no exceptions taken to any of the terms, conditions or specifications of these RFQ documents. Exceptions taken to these documents or contracts must be clearly stated on a separate sheet of paper and returned with your submittal.

Note: All potential Offerors are advised that the exceptions taken may be considered during the evaluation phase which may affect the final scoring of submittals. Offerors stipulating that the County must use their contract or agreement may be determined non-responsive and their submittal determined unacceptable.

### **3.12 INSURANCE CLARIFICATION**

The selected Consultant shall require all subcontractors and sub-subcontractors to maintain during the term of this agreement; Commercial General Liability insurance, Comprehensive Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance in the same manner as specified for Consultant. The Consultant shall furnish subcontractors' certificates of insurance to the County, with a copy to the County's Contract Administrator, immediately upon request. Please refer to Attachment C.



## **SECTION IV EVALUATION CRITERIA**

### **4.0 EVALUATION CRITERIA**

The following criteria will be used in the evaluation of the Statement of Qualifications:

- Project Approach
- Technical Expertise of Project Team
- Previous Experience with Projects Similar in Scope
- Qualification of Personnel
- Quality Assurance Methods
- Local Availability

Submittals will be evaluated on the criteria listed above. The Offerors with the highest scores will then proceed for further evaluation.

The County reserves the right to reject any and all Statement of Qualifications and to waive any formality in Statement of Qualifications received, to accept or reject any or all of the items in the Statement of Qualifications, and award the job in whole or in part, if it is in the best interest of the County.

### **4.1 SELECTION COMMITTEE**

A Selection Committee will screen all submittals. Submittals will be evaluated based on completeness and the evaluation criteria as outlined above. The Selection Committee will determine which submittals are acceptable or unacceptable. The County, in writing will notify participating firms whose submittals are deemed unacceptable. Those firms offering submittals deemed to be acceptable by the selection committee will be evaluated on the criteria outlined in 4.0.

### **4.2 INTERVIEW**

Initial ranking of Offerors will be performed based upon the written Statement of Qualifications received based on the criteria described in 4.0. A selection may be made based upon the Statement of Qualifications. If the selection committee decides to interview a short list consisting of the top Offeror(s) as rated by the Statement of Qualifications will be developed. Those short listed Offerors may be requested to give a presentation and interview for the selection committee to determine the final selection. If interviews with more than one firm are requested scores and ranks from the initial ranking will not carry over into the presentation and interview stage of the selection process but will be reset for the short listed Offerors. The short listed Offeror(s) will be scored and re-ranked based on their presentations and response to interview questions after the presentations. It may be possible the selection committee may request an interview with a single firm prior to final selection solely to clarify interpretation of the Statement of Qualifications.

The Offeror with the highest ranking will be selected to perform the required services (hereinafter the Consultant) and will be notified by telephone and in writing. Those Offerors who are not selected will be notified in writing. Questions regarding the Statement of Qualifications received and the evaluation of those submittals and the following presentations will be permitted only after the Contract for award has been fully executed.

#### **4.3 AWARD OF CONTRACT**

Once a Consultant is selected, Mesa County will enter into price negotiations with the Consultant to obtain a fair and reasonable price for the anticipated work. It is anticipated that a pre-negotiation audit will be prepared for price negotiation of this contract. In the event the selected Consultant and Mesa County can't agree on a contract price, Mesa County will begin price negotiations with the second highest scoring qualified Consultant. This process will continue until a contract price is successfully negotiated pursuant to C.R.S.A. § 24-30-1404.

**SECTION V**  
**CONTRACT TERMS AND CONDITIONS**

## **ATTACHMENT A**

### **Respondent is required to submit**

#### **Financial and Exception Statement**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. You may submit any additional information you desire, but the total number of pages for this attachment should not exceed ten (10) pages.

1. Name of Respondent:
  
2. Permanent main office address, email and phone number:
  
3. When Organized:
  
4. If a corporation, where incorporated:
  
5. How many years have you been engaged in the business under your present firm or trade name?
  
6. Give bank references:
  
7. What type of liability insurance, and what coverage limits do you currently carry for your organization, and give the name of the insurance carrier:
  
8. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the County?

The undersigned Offeror acknowledges the right of the County to reject any and all proposals submitted and to waive informalities therein. All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. **Print the words "No Exceptions" here \_\_\_\_\_** if there are no exceptions taken to any of the terms, conditions, or specifications of these quotation documents. If there are exceptions taken to any of these terms, conditions or specifications of these quotation documents, they must be clearly stated on a separate sheet of paper, attached to this quotation sheet and returned with your quotation. Should Mesa County omit anything from this RFP package, which is necessary to a clear understanding of the requirements, or should it appear that various instructions are in conflict, then the Contractor shall secure instruction from Connie Hahn, telephone number (970)244-1812, prior to the date and time of the deadline for questions shown in the RFP.

Offeror agrees to perform all work described in the Contract Documents for unit prices or lump sum as shown on the Attachment "A" Schedule of Payment. The Offeror further agrees that no proposal may either be changed or withdrawn, without the consent of the County for a period of sixty (60) days after the scheduled time for opening the proposals.

The Offeror shall certify (a) that his/her proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that he/she has not directly or indirectly induced or solicited any other Offeror to put in a false or sham bid; (c) that he/she has not solicited or induced any other person, firm, or corporation from proposing; and (d) that he/she has not sought by collusion to obtain for himself/herself any advantage over any other Offerors or over Mesa County.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the County in verification of the recitals comprising this Statement of Respondent's Qualifications:

Dated at:

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name Of Consultant)

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

Title: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Being duly sworn deposes and says that he/she is the \_\_\_\_\_ of  
\_\_\_\_\_ and that the answers to the foregoing questions and all  
statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Address)

My Commission Expires \_\_\_\_\_, 20\_\_\_\_.

**ATTACHMENT B**

**HOURLY RATE SCHEDULE**

**Name of Firm**  
**Address**  
**Phone**

**FEE SCHEDULE EFFECTIVE THROUGH**  
(Date:        )

**POSITION**

**RATE**

(Name & Title)

(Hourly Rate)

(Outside services rate if any)

Submitted By: (Firm Name and Address)

**ATTACHMENT C  
FOR SERVICES**

**NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS AND  
CERTIFICATION BY CONSULTANT**

\_\_\_\_\_, (“Consultant” herein) acknowledges that Consultant has been notified of the immigration compliance requirements of C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343), and hereby **CERTIFIES** that:

1. The Consultant shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services; or
2. Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services;
3. The Consultant has verified or attempted to verify through participation in the basic pilot program that the Consultant does not employ any illegal aliens and, if the Consultant is not accepted into the basic pilot program prior to entering into a public contract for services, that the Consultant shall apply to participate in the basic pilot program every three months until the Consultant is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective in a public contract for services if the basic pilot program is discontinued;
4. The Consultant acknowledges that the Consultant is prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed;
5. If the Consultant obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Consultant shall be required to:
  - (A) Notify the subcontractor and the contracting state agency or political subdivision within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (A) of this Section 5 the subcontractor does not stop employing or contracting with the illegal alien; except that the 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.



6. Consultant is required to comply with any reasonable request by the State Department of Labor and Employment ("Department" herein) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

7. If Consultant violates a provision of the public contract for services required herein may terminate the contract for a breach of the contract. If the contract is so terminated, the Consultant shall be liable for actual and consequential damages to the County.

8. The County is obligated to notify the office of the secretary of state if a Consultant violates a provision of this Addendum and the County terminates the contract for such breach. Based on this notification, the secretary of state shall maintain a list that includes the name of the Consultant, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A Consultant shall be removed from the list if two years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provision of the public contract for services required pursuant to Section I. An agency or political subdivision shall notify the office of the secretary of state if a court has made such a determination. The list shall be available for public inspection at the office of the secretary of state and shall be published on the internet on the website maintained by the office of the secretary of state.

9. The Department may investigate whether a Consultant is complying with the provisions of a public contract for services required pursuant to Section I. The Department may conduct on-site inspections where a public contract for services is being performed, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether a Consultant is complying with the provisions of a public contract for services required pursuant to Section I. The Department shall receive complaints of suspected violations of a provision of a public contract for services (this Addendum) and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The Consultant is hereby notified that the Department is authorized to promulgate rules in accordance with article 4 of title 24, C.R.S., to implement the provisions of C.R.S. § 8-17.5-101, *et. seq.*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_ [Print Name]

\_\_\_\_\_ [Signature]

## ATTACHMENT D INSURANCE CLARIFICATION

1. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance/bonds sufficient to insure against all obligations assumed by Contractor pursuant to this agreement and shall not start work under this agreement until such insurance coverage has been obtained and approved in writing by the Board's Contract Administrator.
2. Contractor shall require all subcontractors and sub-subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Comprehensive Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the Board, with a copy to the Board's Contract Administrator, immediately upon request.
3. All insurance policies required hereunder shall include a written thirty (30) day notification of cancellation. In that notice the Board and the Board's Contract Administrator will be notified of any material changes in the insurance policy(s) such as; cancellation, non-renewal, or reduction in coverage or alteration of coverage.
4. Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Board or Mesa County shall be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, C.R.S., as amended.
5. All required insurance coverages must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to the Board and Mesa County. The insurers must also have policyholders' rating of "A-" or better, and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the Board grants specific approval for an exception.
6. Contractor shall procure and continuously maintain the minimum insurance coverage listed below, and additional coverage as may apply, with forms and insurers acceptable to the Board. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
  - a. Workers' Compensation and Employer's Liability Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado of \$100,000 each accident; \$100,000 disease each employee; \$500,000 disease policy limit..
  - b. Commercial General Liability, "occurrence form," with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage. In addition Contractor must either:
    - 1) Agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the contract
    - OR
    - 2) Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
  - c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION (\$1,000,000) combined single limit per accident.

- d. PROFESSIONAL LIABILITY INSURANCE with an endorsement for work under this Agreement, and coverage of no less than ONE MILLION (\$1,000,000) per claim, and ONE MILLION (\$1,000,000) aggregate for all Design/Build, Professional Service and Design Contracts.
  - e. EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than ONE MILLION (\$1,000,000) per occurrence/ONE MILLION (\$1,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.
7. The policies required by paragraphs (B) and (C) above shall be endorsed to specify; "Mesa County, their officers, officials, employees and volunteers as ADDITIONAL INSUREDS, as respects liability, on behalf of Contractor, arising out of this Contract." All certificates of insurance are to be submitted on standard "ACORD 25(20140-05)" form.
8. Depending on the nature and scope of the services to be provided under this Contract, additional insurance requirements may be specified by the Board. Items listed below, which have been marked with an "X" are required of Contractor by the Board as a condition of this Contract. Contractor initial, placed by the corresponding "X", shall acknowledge the Contractor compliance in meeting the specific insurance requirement(s).

Your  
Initial X

- \_\_\_ \_\_\_ BUILDERS RISK INSURANCE must be in an amount equal to the aggregate total of the initial contract prices in the contracts, as well as any subsequent modifications. The policy must be in Completed Value Form, insuring the entire project for, at least Broad Form coverage including theft. Such Insurance shall remain in effect until 12:00 noon on the day following the date of final acceptance of the entire project, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the project.
- \_\_\_ \_\_\_ BID BONDS AND/OR PERFORMANCE BONDS. Bid bond coverage to be determined as a percentage of the total bid. Performance Bond in the amount of 100% of the project contract.
- \_\_\_ \_\_\_ Other insurance as required. If other insurance is required it will be included and referred to as "EXHIBIT E."