



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

PROPOSAL NUMBER: P17-10
DESCRIPTION: Construction Testing and Inspection Services
RECORDING DATE: Thursday, June 8, 2017

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 Thursday, June 8, 2017 at which time they will be recorded, but not publicly opened, to consider contracting with one (1) or more qualified Contractor(s) to perform geotechnical testing and inspection services on an as-needed on-call basis.

All questions regarding this proposal must be in writing and should go to Whitney Wilson, Purchasing Agent, at wwilson@larimer.org. **Questions are due no later than 10:00 a.m. Tuesday, May 30, 2017.** Please call Whitney Wilson at 970-498-5956 to verify receipt of your questions. **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.

In submitting a proposal, the vendor agrees that acceptance of any or all proposals by the County within a reasonable time or period constitutes a contract. 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 of 2017" 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/flash-drive/kjica> for more information regarding this Act, which applies to Public Works projects.**

"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 minor 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.

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.

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).

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

Other governmental entities may piggyback on the award of this solicitation, 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 award a formal contract to one (1) or more qualified Contractor(s) to perform geotechnical testing and inspection services on an as-needed, on-call basis. Larimer County will soon break ground on a 45,000 sq ft building providing County services in Loveland. Larimer County is also currently contracting for master planning services from an architectural firm that will identify future needs of Larimer County for the next 20 years and beyond.

SCOPE OF WORK:

Roles:

Larimer County Facilities Department: Larimer County Facilities will act as the contracting party for current and future projects.

Architects: Larimer County Facilities currently has an annual contract with three (3) on-call architects that may provide services for new construction projects. Larimer County may also independently solicit proposals or bids from additional architects for larger projects on a case-by-case basis.

Testing and Inspections: The award vendor will be hired on a project-by-project basis. The general contractor will be responsible for scheduling and facilitating the independent inspections. The award vendor will be responsible for ensuring all inspections meet the project requirements, and will document all inspections.

Award vendor(s) will be required to come on-site, perform visual inspections, remove samples, and take samples back to the vendor's laboratory location for testing. Larimer County will request a proposal estimate from the award vendor for each project's inspection and testing work and issue a Purchase Order to cover the estimated range of services.

- a. The award vendor(s) **must** respond to a request for an inspection or test within 24 hours of being notified.
- b. A Field Inspector or Engineering Supervisor may be called to a project site to address unforeseen field conditions in order to minimize construction delays and associated costs; arrival at any site within Larimer County is **required** within 90-minutes.
- c. Larimer County will secure other professional services, as necessary, if the award contractor fails to meet these requirements.

Award Contractor(s) will, at a minimum, provide the following services:

- a. Conduct field inspections and laboratory materials testing as requested by Larimer County.
- b. Prepare and submit written reports for all laboratory and field testing performed.
 - i. The report **shall** list each test and the result individually and include information regarding location of the test (horizontally and vertically), date of test, time of test, sub-contractor, ticket number, and test method used. The report should also contain an interpretation and analysis of the test results, and when appropriate, should include the specification the results are to be compared against.
- c. Provide appropriate professional staff to consult with and make recommendations to the Larimer County Facilities Department. Provide said recommendations in writing when requested.
- d. Make recommendations with respect to testing frequencies, sub-grade stabilization, pavement designs, etc.
- e. Consult with the Larimer County Project Manager regarding a wide variety of geotechnical and construction related issues.
- f. Perform field inspections for all phases of commercial building construction, as requested by Larimer County.
- g. Explore and evaluate the subsurface conditions relative to the proposed construction.
- h. Recommend precautions to be taken because of adverse soil and/or groundwater conditions.

Larimer County Expectations:

Partnering

The Larimer County team expects a partnering relationship with the selected testing and inspection company. The team expects an environment of trust and teamwork to prevent disputes, foster a cooperative bond to everyone's benefit, and facilitate the completion of a successful project. Adversarial relationships between the project participants will not be accepted.

Key Staff

Larimer County expects the testing and inspection vendor to commit key staff members to manage a project from pre-construction to completion of the project.

Communication

Larimer County expects open and honest communication related to project activities; including contractor performance, budget monitoring, scheduling, and quality issues as they may arise. The project team expects communication to occur directly through the established chain of command. This may involve working directly, receiving direction, and coordinating with Larimer County's assigned personnel, consultant team staff, and General Contractor.

Performance Standard

Larimer County expects the Testing and Inspections performance to meet a standard that exceeds industry accepted parameters. The project team expects excellence in all delivery elements. The goal is to design and build a facility that is long lasting and durable. Larimer County considers its' buildings to be 50-year buildings.

QUALIFICATIONS:

Qualifications are as follows:

- a. On-staff Professional Engineer must be licensed in the State of Colorado
- b. Firm must be AASHTO Accredited
- c. Firm, or the consultant your firm intends to use, must have an American Welding Society (AWS) Certification

INSURANCE REQUIREMENTS:

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.

I. Workers' Compensation and Employers' Liability

- | | |
|--------------------------|--|
| A. State of Colorado: | Statutory |
| B. Applicable Federal: | Statutory |
| C. Employer's Liability: | \$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee |
| D. Waiver of Subrogation | |

II. 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:

- | | |
|--|-------------|
| A. Bodily Injury & Property Damage General Aggregate Limit | \$2,000,000 |
| B. Products & Completed Operations Aggregate Limit | \$2,000,000 |
| C. Personal & Advertising Injury Limit | \$1,000,000 |
| D. Each Occurrence Limit | \$1,000,000 |

Other General Liability Conditions:

1. 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).
2. **Contractor agrees that the insurance afforded the County is primary.**
3. If coverage is to be provided on Claims Made forms, contractor must refer policy to Risk Management Department for approval and additional requirements.

- III. Professional Liability/Errors & Omissions \$1,000,000
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:

- | | |
|--|-------------|
| A. Bodily Injury & Property Damage Combined Single Limit | \$1,000,000 |
|--|-------------|

- IV. **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.

- V. 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.

- VI. **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.

- VII. 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.

LARIMER COUNTY DOES NOT ACCEPT LIMITATIONS OF LIABILITY.

PROPOSAL SUBMITTAL REQUIREMENTS:

Please submit your proposal, addressing each of the following items **in the order as outlined below**. 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.**

1. Signed Signature Page (found on page 9)
2. Table of Contents
3. General Company Information
 - a. Name of firm
 - b. Contact person for this proposal, title, phone number, street and mailing addresses
 - c. Previous names of firm in last 10 years
 - d. Date firm was established
4. Organization

Include copies of the following:

 - a. The license for your on-staff Professional Engineer as proof they are licensed in the State of Colorado to do business
 - b. Your AASHTO Accreditation
 - c. Your firm's AWS Certification or a copy of the certification, held by the certified consultant your firm intends to use
 - d. A brief resume for all key personnel that will be assigned to work on Larimer County projects and assurance that these personnel will be committed to Larimer County Projects
 - e. Include a minimum of three (3) professional references for your firm
5. Rates
 - a. Current complete rate and service sheet(s) for your firm.
 - i. Must reflect all services available, and must be accurately reflected on the mock-bid form.
6. Location of Laboratory

Include the location of your local and Certificated Laboratory on the mock-bid form.
7. Questions

Please answer the following questions to the best of your ability:

 - a. From a Notice to Proceed on a project, describe your typical process and timeframe to schedule physical sampling through developing a complete geotech report.
 - b. Describe your approach to making recommendations for a new building project. What types of risk levels do you typically start with for expansion/heave, settlement, differential settlement and bearing pressures when developing design requirement recommendations? How do different soils conditions in the Larimer County area affect your approach?
 - c. Describe your in-house laboratory testing qualifications. What certifications do you have? What test procedures do you subcontract out? Is your office and lab local to Larimer County?
 - d. What scopes of work, from initial geotechnical reports through project testing and inspections, do you subcontract out?

- e. Identify instances in which your firm has looked after the owner's best interest and ensured the project was built to the highest standards.
 - i. How can you apply these standards to Larimer County Projects?

8. Company Resources

- a. Indicate the total number of personnel employed by the company and how many resources are in each category. Provide a full list of testing equipment owned and managed by the firm.

9. Submittal Forms

Fill out the following attached forms.

- a. Mock-Bid Worksheet which will be used to evaluate how competitive your rates are on a typical project.
- b. Subcontractor Worksheet list the type of work to be performed and the names of any subcontractors, if known, that you may use to fulfill the requirements of this solicitation.

10. Quality Assurance/ Quality Control

Provide details on your firm's quality control program.

- a. Explain how your team administers a quality control program during construction.
- b. Provide examples of when your firm exceeded quality standards, identified quality issues on a project, gained industry recognition or received quality awards

11. Bonding Company Reference

- a. Provide the name, address and phone number of the firm's bonding agent.
- b. Provide a letter from the bonding agent indicating the firm's bonding capacity is adequate to provide a performance and payment bond for this project. For all work Larimer County contracts for that exceeds \$100,000, a performance and payment bond is required. It is anticipated that the new Loveland Building project may exceed \$100,000. Provide evidence of your ability to provide a performance and payment bond for this, and other potential, project(s).

12. 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.

(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.")

EVALUATION CRITERIA:

Proposal submittals will be individually evaluated by each Evaluation Committee member. The criteria below will be the basis for review of the written proposals.

<u>Criteria</u>	<u>Standard</u>	<u>Weighting Factor</u>
Company Qualifications	Is the company able to meet the certification requirements? Are they able to arrive at any site in Larimer County within 90-minutes? Is the approach and timing to developing a geotech report advantageous to Larimer County? Are the risk levels appropriate for both the vendor and Larimer County?	30
Key Staffing Personnel	Have the key staffing identified in the proposal committed to Larimer County work and have sufficient qualifications and tenure with the company?	25
Mock Bid/Rates	Are the rate-sheet values reasonable and advantageous to Larimer County? Is the mock-bid reasonable and advantageous to Larimer County?	15
Quality Assurance	Has the company identified instances when they have looked after the owner's best interest and ensured the project was built to the highest standards? Can the company apply these standards to Larimer County projects?	15
Experience	Does the firm have experience working with government entities? Have they had experience working on an on-call, as-needed basis?	10
Bonding Capacity	Can the company provide a performance and payment bond for projects where the estimated value of testing and inspections is expected to exceed \$100,000?	5
Total Points Available		100

AWARD AND AGREEMENT:

A formal agreement will be awarded to the vendor(s) with the most responsible, responsive, reasonable proposal, deemed the best fit and most advantageous to Larimer County (interviews may be held, and references may be contacted, to assist in the decision for award). Larimer County intends to award this contract to one (1) or more vendor(s) so that each project may be awarded to the most qualified vendor.

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.

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: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

DATE: _____ TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

For further information regarding this request for proposal, please contact Whitney Wilson, Purchasing Agent, at (970) 498-5956, or wwilson@larimer.org.

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

- - - - -
- **Proposal Number:** P17-10, Construction Testing and Inspection
- Services
- **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.



PLEASE PROVIDE INFORMATION FOR THE HYPOTHETICAL PROJECT SCENARIO BELOW:

- Unit Billing Rate
- Extended Price
- Grand Total Price

TYPE OF SERVICE REQUESTED	UNIT BILLING RATE	x	ESTIMATED NEED	=	EXTENDED PRICE
Site Inspections	\$ /per hr	x	400 hrs	=	\$
Standard Proctor Test	\$ /each test	x	8 tests	=	\$
AASHTO Classification test	\$ /each test	x	8 tests	=	\$
Foundation Rebar Inspection	\$ /per hr	x	200 hrs	=	\$
Concrete Inspections	\$ /per hr	x	300 hrs	=	\$
Concrete Break Test (set of 4)	\$ /each set of 4	x	130 sets of 4	=	\$
Masonry Inspections	\$ /per hr	x	300 hrs	=	\$
Grout Cylinders Test	\$ /each test	x	10 test	=	\$
Mortar Cubes Test	\$ /each test	x	10 test	=	\$
Steel Inspections	\$ /per hr	x	150 hrs	=	\$
Trip Charge	\$ /each trip	x	400 trips	=	\$
Engineering Supervision	\$ /per hr	x	120 hrs	=	\$
GRAND TOTAL PRICE					\$

THE FOLLOWING IS REQUIRED FOR INFORMATIONAL PURPOSES ONLY:

Please list the type of work to be performed and the names of any subcontractors, if known, that you may use to fulfill the requirements of this solicitation.

Type of Work:	Subcontractor Name:
Type of Work:	Subcontractor Name:
Type of Work:	Subcontractor Name