**Holly Williams**

**Carrie Geitner**

**Longinos Gonzalez, Jr.**

**Commissioners:**

**Stan VanderWerf (Chair)**

**Cami Bremer (Vice-Chair)**

**Financial Services Department**

**Traci Gorman, CPPO, CPPB, Contracts & Procurement Division Manager**

**REQUEST FOR PROPOSALS**

**RFP NO.: 21-104**

**CIVIL ENGINEERING DESIGN SERVICES**

**FOR THE** **ADDITION OF CREDITS TO THE   
El Paso County Wetland Mitigation Bank Umbrella Mitigation Banking**

**Instrument: EL PASO COUNTY WETLAND BANK – AKERS PROJECT**

El Paso County Department of Public Works, Engineering Division (County) is accepting sealed proposals from qualified, experienced, professional firms to provide **Civil Engineering Design Services for the Addition of Credits to the El Paso County Wetland Mitigation Bank Umbrella Mitigation Banking Instrument: El Paso County Wetland Bank-Akers Project.** Sealed proposals will be received by the El Paso County Contracts & Procurement Division **UNTIL 11:00 AM (MT), Wednesday, November 17, 2021. Proposals must be submitted online at Rocky Mountain E-Purchasing System, at which time they shall be publicly opened and read aloud via teleconference.**

The Project is being funded through Federal/State sources (CDOT Project No. STU C040-060; 23588).

This solicitation is subject to the requirements 23 C.F.R. Part 172 and Colorado Revised Statutes Title 24 Government State §§ 24-30-1401 through 24-30-1408. All work to be done by such Consultant shall comply with all applicable requirements of and the foregoing and the provisions of 23 U.S.C. §112. All the foregoing provisions are incorporated by reference and hereby made a part of this solicitation.

A **Voluntary Pre-Proposal Conference** will be held on **Wednesday, October 27, 2021 at 11:00 AM (MT).** The pre-proposal conference will be held at the Department of Public Works, Transportation Division Training Room West, 3275 Akers Drive, Colorado Springs, CO, 80922. When attending the Pre-Proposal Conference, the attendee should bring his/her business card. While this meeting is not mandatory, it is strongly recommended that interested firms participate to have questions answered.

Final questions are due no later than **11:00 AM (MT), Monday, November 1, 2021**. Final questions shall be submitted in writing via Rocky Mountain E-Purchasing System. Do not contact any other individual regarding this solicitation.

**PLEASE USE THE ROCKY MOUNTAIN E-PROCUREMENT WEBSITE &** **LOG ONTO www.bidnetdirect.com** **TO DOWNLOAD DOCUMENTS.**

EL PASO COUNTY CONTRACTS & PROCUREMENT DIVISION WILL NOT BE HELD RESPONSIBLE

FOR MISINFORMATION RECEIVED FROM PRIVATE PLAN HOLDERS.

**It is the responsibility of all bidders to make sure that they have obtained all solicitation documents and addendums, and to include signed copies of each addendum signature page with their bid.**

**PUBLICATION DATES:** BOARD OF COUNTY COMMISSIONERS

**Fountain Valley:** EL PASO COUNTY

**October 13th & 20th 2021**  /cc/ TRACI GORMAN, CPPO, CPPB

CONTRACTS & PROCURMENT DIVISION MANAGER

EL PASO COUNTY

CONTRACTS & PROCUREMENT DIVISION

**RESPONSE CHECKLIST**

**CIVIL ENGINEERING DESIGN SERVICES**

**FOR**

**ADDITION OF CREDITS TO THE   
El Paso County Wetland Mitigation Bank Umbrella Mitigation Banking Instrument: EL PASO COUNTY WETLAND BANK** **- AKERS PROJECT**

***The following items must be submitted through Rocky Mountain E-Procurement Website.***

***See Proposal Submission section for details.***

The proposer’s attention is especially called to the items listed below, which must be submitted in full as part of the proposal. Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the proposal.

Proposer shall check each box indicating compliance.

|  |  |
| --- | --- |
|  | Response Checklist |
|  | Addendum(s) Acknowledgement (if any) |
|  | Statement of Qualifications - SF FORM 330 |
|  | Specimen copies of requested Insurance Certificate(s) |
|  | Qualification Statement |
|  | Project Plan |
|  | Exceptions to contract documents (if any) |
|  | Byrd Anti-Lobbying Certificate |
|  | Non-Collusion Affidavit |
|  | Acknowledgement of required compliance with the  **El Paso County Wetland Mitigation Bank Umbrella Mitigation Banking Instrument** (**included as an attachment to this RFP)** |

PLEASE READ THE **“INSTRUCTIONS FOR SUBMITTING PROPOSALS”** INCLUDED IN THIS PACKAGE**.**

|  |  |
| --- | --- |
| COMPANY NAME | PHONE NUMBER |
|  |  |
| STREET ADDRESS | FAX |
|  |  |
| CITY, STATE, ZIP | EMAIL |
|  |  |
| AUTHORIZED REPRESENTATIVE NAME (PRINT) | TITLE |
|  |  |

|  |  |
| --- | --- |
| **RFP NO.: 21-104** | **Due Date: November 17, 2021** |

EL PASO COUNTY

CONTRACTS & PROCUREMENT DIVISION

**GENERAL SPECIFICATIONS**

**CIVIL ENGINEERING DESIGN SERVICES**

**FOR**

**ADDITION OF CREDITS TO THE   
El Paso County Wetland Mitigation Bank Umbrella Mitigation Banking Instrument: EL PASO COUNTY WETLAND BANK** **- AKERS PROJECT**

El Paso County Department of Public Works (County) is seeking proposals from qualified, experienced professional engineering firms to provide **Civil Engineering Design Services (Work) for the Addition of Credits to the El Paso County Wetland Mitigation Bank Umbrella Mitigation Banking Instrument-El Paso County Wetland Bank-Akers Project.** The Project is being funded through Federal/State sources (CDOT Project No. STU C040-060; 23588).

There will be Federal, State (CDOT) and El Paso County oversight of the project. There is a 0% DBE goal associated with design of this project.

The County of El Paso, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises (DBE) will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The successful firm (Consultant) shall enter a Services Contract with the County to provide the services outlined herein. The services requested in this RFP primarily include project coordination, project management, conceptual and preliminary design, and final design. Additional services may include property acquisition and/or engineering support during the construction phase.

**RFP TIMETABLE**

*NOTE: THE DATES SHOWN IN ITALICS ARE APPROXIMATE, ARE NOT BINDING AND ARE SUBJECT TO CHANGE.*

|  |  |
| --- | --- |
| RFP NOTICE ADVERTISED | October 13th & 20th, 2021 |
| PRE-PROPOSAL CONFERENCE | 11:00 AM (MT), October 27, 2021 |
| FINAL RFP QUESTIONS DUE | 11:00 AM (MT), November 1, 2021 |
| **PROPOSAL DUE DATE** | **11:00 AM (MT), November 17, 2021** |
| *PROPOSAL REVIEW* | *Week of November 17* |
| *CLARIFICATIONS / INTERVIEWS* | *Week of November 29* |
| *ESTIMATED NOTICE TO PROCEED* | *Early December* |

**For the purpose of this solicitation the words bid/bidder and proposal/proposer are used interchangeably.**

1. **GENERAL**
   1. **DESCRIPTION**

El Paso County (County) owns the 56-acre parcel known as the El Paso County Wetland Bank - Akers (proposed Project Site). The County is interested in creating, enhancing, and preserving wetlands within the proposed Project Site for inclusion in the El Paso County Wetland Umbrella Mitigation Bank in order to receive mitigation credit.

The County’s goal is to develop a Site-Specific Mitigation Plan (SSMP) through the process defined in the El Paso County Wetland Mitigation Bank Umbrella Mitigation Banking Instrument (Instrument) that will add credits to the established banking Instrument. Included as an attachment to this RFP are the following:

* Enhance wildlife habitat and vegetation diversity by eliminating noxious weeds, creating diverse vegetation structure (i.e., trees and shrubs), and expanding wetlands;
* Create an aesthetically and visually pleasing open space;
* Improve water quality by reducing flow velocity and increasing retention time in vegetated wetlands;
* Preserve a significant drainage basin; and
* Gain mitigation credit to off-set impacts to other resources in the County.

The County is proposing to utilize the Akers Wetland Site to offset impacts to wetlands and other WOUS in El Paso County by including credits gained from an U.S. Army Corps of Engineers (USACE) approved Site Specific Mitigation Plan to the Instrument previously approved by the USACE, El Paso County Board of Commissioners and Interagency Review Team (IRT). The IRT is comprised of the USACE, U.S. Fish and Wildlife Service (USFWS), Natural Resources Conservation Service (NRCS), and the U.S. Environmental Protection Agency (USEPA). The proposed Project Site is situated within the Fountain Creek Watershed which would be the designated primary service area for mitigation. Secondary service areas from surrounding watersheds would be considered by the USACE on a case-by-case basis.

The proposed Project Site is located immediately west of Akers Drive between Constitution Avenue and North Carefree Circle west of the County Transportation and Environmental Complex in El Paso County, Colorado. The property is located within the Fountain Creek Watershed Basin (HUC 11020003) and the legal description is within Section 32, T13S, R65W and 38.88 North latitude, 104.69 West longitude.

The contractor shall be required to follow all requirements defined by the Instrument to achieve addition of credits into the bank. Contractor shall pay careful attention to the flow chart on page 7 of the Instrument and strictly adhere to each requirement in these steps. This process shall be successfully negotiated with the USACE for the Akers site to be added to the Instrument. These steps include but are not limited to:

1. Complete a baseline wetland delineation
2. Update the feasibility analysis
3. Draft a SSMP (the wetland design)
4. Obtain approval from the IRT and the El Paso County Board of Commissioners
5. Complete the USACE public notice process
6. Conveyance of water rights
7. Oversight of construction to ensure compliance with the SSMP
8. Completion of as-built wetland survey
9. Completion of interim wetland delineations as required by the SSMP
10. Monitoring of performance criteria requirements and final wetland delineation for final crediting calculations

* 1. **AVAILABLE INFORMATION**

Upon request, the following information shall be made available to the Consultant, at no cost, through a License Agreement with El Paso County that will be completed after the Notice to Proceed date. The County Project Manager will initiate the correspondence with the County’s IT group and the Consultant shall fill out the application provided. The Consultant shall assume that it will take about three (3) weeks to receive the information after the application for the License Agreement has been submitted.

* + 1. Aerial photography of corridor flown in 2014 and 2016 and 2018; 1 foot resolution; GeoTIF format.
    2. LIDAR terrain geospatial point data suitable for preliminary design phase (verses final design) two-foot contours; flown in 2011; ESRI shapefile format **AND/OR** ESRI elevation grid; 1.4-meter resolution.
    3. Assessor’s parcel features geospatial dataset with attributes available (beyond schedule number).
    4. Land Uses using County land use categories for 2005 thru 2030.
    5. Water feature geospatial dataset, including creeks, lakes/reservoirs, wetlands. Wetlands data has been certified by the United States Fish and Wildlife Service.
    6. Floodplains.
    7. Drainage Basin boundaries.
    8. Soils geospatial dataset originally developed by Natural Resources Conservation Services (NRCS).
    9. Wildlife habitat or wildlife impact geospatial datasets originally developed by the Colorado Department of Wildlife.
    10. FACWet Site Assessment completed August 2014
    11. Feasibility and Delineation Report completed March 2014
    12. Information regarding existing knowledge of water rights

Additionally, the following documents are available on the El Paso County, Colorado website at:

<https://publicworks.elpasoco.com/policies-manuals/>

* El Paso County *Engineering Criteria Manual*, adopted 12/23/2004, revised 12/13/2016, Revision 6
* ECM Revision 7 July 2019 Implementation Directive 06.20.2019
* ECM Revision 8 July 2020 ADA Accessibility
* Drainage Criteria Manual Volume 1 and Volume 1 Updated
* Drainage Criteria Manual Volume 2
* Pikes Peak Region Asphalt Paving Specifications, Version 5, March 20, 2019

CDOT Manuals, Bulletins and Guidelines can be found on CDOT’s website at:

<https://www.codot.gov/library/manuals>

* 1. **DEFINITIONS**

For clarity in the assignment of responsibilities, the following definitions may have been used:

|  |  |
| --- | --- |
| AASHTO | American Association of State Highway and Transportation Officials |
| ACOE | Army Corps of Engineers (may also be referred to as USACE) |
| BOCC | Board of County Commissioners |
| CDOT | Colorado Department of Transportation Region 2 |
| County | El Paso County Public Services Department |
| DBE | Disadvantaged Business Enterprise |
| EPC | El Paso County, Colorado |
| FEMA | Federal Emergency Management Agency |
| FHWA | Federal Highway Administration |
| Instrument | El Paso County Wetland Mitigation Bank Umbrella Mitigation Banking Instrument |
| LOCAL AGENCY | El Paso County, Public Services Department  Jennifer E. Irvine, PE, County Engineer  3275 Akers Drive, Colorado Springs, CO 80922 |
| SSMP | Site Specific Mitigation Plan |
| State | Colorado Department of Transportation, Region 2 |
| USFWS | United States Fish and Wildlife Service |

1. **STATEMENT OF WORK**
   1. **PROJECT MANAGEMENT / ADMINISTRATION**

This task shall include general administration, coordination, documentation, scheduling, reporting, and related activities for the overall successful completion of the project.

* + 1. **Project Manager:** The Consultant shall identify a project manager for this project who shall work directly for and support the County Project Manager (EPC PM) in the management and administration of the project. The Consultant’s project manager shall be responsive on a daily basis Monday through Friday to the EPC PM throughout the project. The Consultant shall also identify an assistant project manager capable of filling in for the project manager in the event that the project manager is not available due to travel, illness, or other event that will be longer than one week in length.
    2. **Schedule:** The Consultant shall provide, track, and update the project schedule and milestones utilizing *Microsoft Project* critical-path-method project management software, to be compatible with the County. The schedule shall be developed in sufficient detail to track all project tasking reflected in the statement of work submitted in the approved proposal. Additional tasks and sub-tasks shall also be included in the schedule where appropriate. An updated schedule along with a narrative report detailing progress, key issues, as well as a one-month “look ahead” of upcoming work efforts, shall be provided to the EPC PM with the monthly invoice at the end of each month for the project duration.

The Consultant shall be held responsible for meeting the milestone dates established and approved by the County for the duration of the Project. If milestones cannot be met or the schedule slips, the Consultant shall provide an update to the EPC PM with justification for not meeting the milestone date(s) and a recommended way forward for the County’s approval. If the schedule slip is determined to be within the Consultant’s control, the Consultant shall be prepared to assign additional staff, as appropriate, to “catch up”.

* + 1. **Progress Payments:** The Consultant shall prepare and submit to the County, no more than monthly charges for costs incurred relative to the project. To be eligible for payment, billings must be received within 30 days after the period for which payment is being requested and final billings on this contract must be received by the County within 30 days after the end of the contract work.
    2. **Project Updates and Presentations:** The Consultant shall be prepared to provide periodic project updates ready for publishing to the El Paso County website. This data shall be provided in an editable format and/or Adobe Acrobat .PDF format and may include aerial photography, AutoCAD/digital planimetrics, digital photographs, as well as verbiage. The Consultant shall also be ready to prepare presentation materials including *Power Point* presentations in accordance with project outreach and communications efforts.
  1. **PROJECT COORDINATION**

The Consultant shall work closely with the EPC PM to identify impacted or interested parties and to develop strategies and action plans for facilitating communications, obtaining information, and coordinating regulatory approvals, utility issues, and property acquisition needs as required for advancing the project. Continuous coordination with Utility Providers will be required from concept to final design and into construction. The Consultant shall contact and coordinate utility locates with all utility providers within the Project area during design.

The Consultant shall take the lead in scheduling and coordinating all meetings necessary to coordinate with the stakeholders, other affected parties, agencies, and utilities with respect to the project schedule. The Consultant shall facilitate these meetings and provide meeting agendas to all participants prior to the meeting. The Consultant shall provide meeting minutes and track discussion and action items generated by the meeting attendees. The Consultant shall not schedule or attend meetings with agencies, developers, or other outside parties without the direction and approval of the EPC PM. The EPC PM shall review the project schedule and the Consultant will maintain it throughout the project.

At least bi-weekly progress meetings shall be held with the EPC PM and informal progress plans shall be provided for discussion. Assume telecom meetings for the duration of the design. Milestone meetings shall be required, such as, the kickoff meeting with El Paso County (EPC) and CDOT, FIR plan review, and FOR plan and specification review with EPC and CDOT, as well as coordination required regarding registration of the site into the County Wetland Umbrella Mitigation Bank approved by the USACE and Interagency Review Team (IRT). The Consultant shall not proceed with project tasks until approved by the EPC PM.

Unless otherwise specified in writing, all deliverables shall be submitted to the EPC PM for distribution. Following review by County staff and other team members, requested changes, modifications or additions to plans shall be made by the Consultant.

* 1. **CONCEPTUAL AND PRELIMINARY ENGINEERING**

The goal of this task is to develop an approved Site-Specific Mitigation Plan that will add mitigation credits to the established banking Instrument for the wetland area as defined above. This task shall require assessment of existing available information and environmental and permitting issues and requirements that will have to be studied and further developed in the final design phase of the project. The design (Construction Plans) shall be in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual, Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction (2019), CDOT M&S Standards (2019 and recently updated M&S Standards) or the El Paso County *Engineering Criteria Manual*, whichever is more strict, and it shall comply with applicable requirements of the Americans With Disabilities Act (ADA), and applicable federal, state, and local regulations and standards, as applicable. The Consultant will provide FIR (approximately 30%) level plans and specifications for review and approval prior to proceeding with final design.

* 1. **Technical Requirements:** Design and construction for the Project shall fulfill the wetland design specifications required by the USACE as well as use and incorporate the following documents in order of precedence, as applicable:
     + 1. “El Paso County Engineering Criteria Manual” (ECM) (Revised 12/13/2016, revision 6)

<https://assets-publicworks.elpasoco.com/wp-content/uploads/Documents/EngineeringCriteriaManual.pdf>

* + - 1. ECM revision 7

<https://assets-publicworks.elpasoco.com/wp-content/uploads/Documents/Resolution-19-245.pdf>

* + - 1. ECM revision 8

<https://assets-publicworks.elpasoco.com/wp-content/uploads/Documents/20-222.pdf>

* + - 1. “Pikes Peak Region Asphalt Paving Specifications” (March 20, 2019, version 5)

<https://assets-publicworks.elpasoco.com/wp-content/uploads/Documents/Pikes-Peak-Region-Asphalt-Paving-Specs-Version-5-3-20-2019.pdf>

* + - 1. “STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION”, Colorado Department of Transportation, State of Colorado (2019)
      2. “COLORADO STANDARD PLANS, COLORADO DEPARTMENT OF TRANSPORTATION, M&S STANDARDS” (2019)
      3. Construction signage shall follow the federal “MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES”, latest edition (MUTCD).
      4. City of Colorado Springs Drainage Criteria Manual (DCM) Volume 1 (dated October 12, 1994) and a portion of Volume 1 update (May 2014)

<https://assets-publicworks.elpasoco.com/wp-content/uploads/Documents/DrainageCriteriaManual-V1-Update.pdf>

* + - 1. A portion of the City of Colorado Springs Drainage Criteria Manual Volume 2 (DCMV2)

<https://assets-publicworks.elpasoco.com/wp-content/uploads/Documents/Drainage-Criteria-Manual-V2.pdf>

The Consultant shall be responsible for procuring sufficient copies of the specified documents. The design shall meet the criteria specified in the ECM. If a deviation from criteria is anticipated, the Consultant shall present the deviation to the EPC PM for consideration. If approved, a formal deviation request will be required as specified in the ECM.

* 1. **Permits:** During the design phase, the Consultant AND its subconsultant(s) shall obtain Work in the Right of Way permit(s) from El Paso County for all work in the County’s ROW. This includes, but is not limited to surveying, geotechnical borings, potholing, etc. County work in the Right-of-Way permit fees will be waived. The permit application can be found here:

<https://publicworks.elpasoco.com/wp-content/uploads/Engineering/Forms_&_Applications/Work-Within-Right-of-Way-Application-Dec-2017.pdf>

The permit shall require the following:

* Provide traffic control in accordance with the Manual on Uniform Traffic Control Devices. A Method of Handling Traffic plan shall be submitted with the Work in the Right of Way application.
* The Consultant shall have, and shall need to provide proof of, the appropriate bond ($20,000) and insurance ($1,000,000) per Section 5.2.7.F of the El Paso County Engineering Criteria Manual ECM. *Bonding will be waived in its entirety for all work that does not cause a disturbance i.e. topographic surveying, environmental surveys, traffic counts or similar.*
  1. **Design Survey:** The County shall make available LIDAR data through a License Agreement with El Paso County that may be used to produce digital topography for planning purposes. The LIDAR data is not sufficient for final design purposes.

The Consultant shall provide a design surveyto establish control, locate utilities, verify existing topography and planimetrics, and identify existing monumentation. The Consultant shall provide base mapping for 0.1-foot final design drawing accuracy and to include a one (1) foot contour interval for topography. The mapping shall utilize ground coordinates and the NAD88 vertical datum. The Consultant shall follow the requirements described in [Senate Bill 18-167](http://leg.colorado.gov/sites/default/files/documents/2018A/bills/2018a_167_enr.pdf) and budget accordingly. If requested, the County will obtain TBD title commitments to assist with property boundaries.

* 1. SUE / Utility Coordination: The improvements may impact existing utilities. All existing utility systems must be considered in the design of the wetland area and all approaches and/or accesses required to maintain the property after its construction. The Consultant shall contact and coordinate with utility companies during conceptual design and preliminary engineering. A letter with exhibit notifying utilities of potential impacts and requesting information will be sent via email to all known providers within the project area. The County will provide the letter template.

The Consultant shall follow the requirements described in[Senate Bill 18-167](http://leg.colorado.gov/sites/default/files/documents/2018A/bills/2018a_167_enr.pdf) and shall provide ASCE 38 Quality Level A for areas of known impact, Quality level B for areas of little impact and Quality Level C for the remainder of the project area. Potholing, as required, shall be included in the work and shall be accomplished during design.

Exhibits/plans shall clearly identify the existing location and proposed relocation of the utilities. The Consultant shall identify and verify all utility specific and/or utility provider owned easements and shall determine utility requirements and identify any easement or acquisition requirements that may be necessary for relocation. The preliminary plans shall be distributed to all affected utility companies in the corridor for review and comment. A utility coordination meeting will be held, and the Consultant shall implement the results of these investigations and recommendations into the construction plans.

* 1. Geotechnical Data: The Consultant shall identify soil and subsurface information requirements necessary to advance the design of the wetland area. The Consultant shall develop a detailed geotechnical investigation plan including borings and/or test pits for obtaining the information. The Consultant shall prepare a geotechnical and subsurface investigation report that summarizes the findings and establishes the design parameters for the various project elements.
  2. **Hydrology and Hydraulics**: The Consultant shall complete a project drainage report including HEC-RAS or similar analysis to support the design of any structures and channel design in accordance and in compliance with the *Engineering Criteria Manual (ECM)* and *Drainage Criteria Manual (DCM)*. The Consultant shall analyze and address all stormwater and water quality requirements to ensure that the Project is compliant with the El Paso County Engineering Criteria Manual (appendix I). The analysis and backup documentation shall be presented in a report or memo format and may be incorporated into the H&H Report. Any structures shall be designed to handle the 100-year storm with two feet of freeboard, per County standards. Water surface profiles for the design storms and flood delineation, including FEMA floodplain, as applicable, shall be evaluated and included with the report.
  3. **Environmental Clearances / Permitting:** The Consultant shall investigate conditions within the project area and identify any required environmental permitting or environmental clearance requirements necessary to advance the project; e.g. ISA checklist, floodplain permitting, wetlands mitigation/permitting, threatened and endangered species, migratory birds, water quality issues, etc. All Work shall be in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA), as applicable. The Consultant shall assume a level of effort similar to that of a Categorical Exclusion (Cat-Ex).

The Consultant shall take the lead in initial coordination with applicable environmental agencies such as local, state, and federal agencies, U.S. Army Corps of Engineers (USACE), Colorado Division of Wildlife, CDPHE (Stormwater Discharge Permit), US Fish and Wildlife, and the Regional Floodplain Administrator, to determine appropriate processes and permitting required as a federally funded project, as well as coordination required regarding registration of the site into the County Wetland Umbrella Mitigation Bank approved by the USACE and Interagency Review Team (IRT). These efforts shall commence immediately upon Notice to Proceed for the project.

Proposed construction shall not cause more than a one (1) foot rise or drop in the 100-year base flood elevation. A Floodplain Development Permit through the Regional Building Department (Pikes Peak Regional Development Center) is not anticipated to be required. If a Floodplain Development Permit is required, a “no rise” certification letter with supporting documentation stating that the proposed construction will not cause more than a one (1) foot rise or drop in the 100 year base flood elevation at any point within the project area will be required to obtain the permit. The letter shall be signed and sealed by a Professional Engineer licensed in the State of Colorado. *For estimating purposes, the Consultant shall include costs associated with the “no rise” certification letter.* A LOMR / CLOMR will only be considered if less than one foot rise/fall cannot be achieved. *Costs for a LOMR / CLOMR shall NOT be included in the fee schedule.*

* 1. **Erosion Control / Stormwater Management / Water Quality:** The Consultant shall analyze and address all stormwater and water quality requirements to ensure that the Project is compliant with the El Paso County Engineering Criteria Manual (appendix I) and EPC’s MS4 permit. The analysis and backup documentation shall be presented in a report or memo format and may be incorporated into the Drainage Report. The Consultant shall prepare a preliminary design and report that defines the best management practices (BMPs) that will be incorporated into the design for managing construction and post-construction stormwater quality. Two checklists shall be completed by the Consultant to determine the need/lack of need for a CDPHE-CDPS permit (impacts over an acre) and the need/lack of need for water quality. The checklists will used for planning/design purposes during the concept/preliminary phase and will not require an engineer’s stamp until final design.

A Grading and Erosion Control Plan, detail sheets (as appropriate) and CDOT’s standard SWMP sheets shall be incorporated into the construction plan set. The Consultant shall implement the results of these investigations and recommendations into the construction plans.

* 1. **Conceptual / Preliminary Design Package:** The Consultant shall develop a conceptual / preliminary design package that incorporates the findings from the investigations identified in the above items. The package shall include design criteria, preliminary construction drawings, environmentally sensitive lands that will be affected by the improvements, cost estimate, and estimated construction duration.

At a minimum, the construction drawings shall include plans and profiles, existing ROW and easements, typical sections, existing utilities and proposed relocations, drainage improvements, construction, and post-construction stormwater quality BMPs, cross sections, and typical details. Cross sections shall be provided at 25-foot increments and shall show (at a minimum): existing ground, proposed finished grade, existing utilities and existing ROW.

A detailed outline and draft language for anticipated project specifications shall be provided based on the preliminary plans.

* 1. **Cost Estimate:** A preliminary construction cost estimate shall be provided based upon the preliminary construction drawings. The estimate will include all elements that will impact the project, including, but not limited to: utility relocations (to be paid for by the Project), construction, and contingencies. The CDOT cost data book and/or similar recently bid or constructed projects will be the basis for the unit prices unless more accurate local information is available.
  2. **Construction Schedule:** A preliminary construction schedule shall be provided based upon the preliminary construction drawings. The schedule will include all elements that will impact the project, including, but not limited to: utility relocations, construction permitting, and salient construction milestones.
  3. **Conceptual and Preliminary Engineering Deliverables:** All deliverables shall be provided electronically. They shall be clearly organized and indexed for easy access and retrieval. The Consultant shall schedule work efforts and resources to produce the required reports and documents identified for this task immediately following Notice to Proceed. Prior to document submission, the Consultant shall also provide draft and/or progress documents to the County in sufficient time to allow County review and incorporation of comments into the final document submittal. For scheduling purposes, the Consultant shall allow 5 to 10 working days for County review, depending on the size and complexity of the report/document submission. Draft and final submissions shall be reflected on the project schedule.

**Informal progress plans / specifications / reports (as applicable) shall be provided by the Consultant for discussion at all progress meetings.** Hard copy or electronic format shall be dependent upon the type of meeting (i.e., telecom or face to face).

Deliverables shall include (as applicable):

* + - 1. Geotechnical and Subsurface Investigation Report
      2. Conceptual Utility Impacts/Relocation Requirements
      3. Conceptual Environmental Impacts and Clearance/Permit Requirements
      4. Conceptual Hydrology & Hydraulics Calculations
      5. Conceptual Design Criteria & Drawings *(11” x 17” plan set)*
      6. Conceptual Construction Duration & Cost Estimate
      7. FIR plan review meeting with EPC and CDOT
      8. Baseline wetland delineation
      9. Feasibility analysis
      10. Draft SSMP
      11. Documentation of USACE/IRT approval of SSMP
      12. Documentation of El Paso County BOCC approval of SSMP
      13. Documentation related to USACE public notice process
      14. Documentation regarding water rights conveyance
      15. Construction documents
      16. As-built wetland survey
      17. Interim wetland delineations as required by the SSMP
      18. Monitoring reports related to performance criteria defined in SSMP
      19. Final wetland delineation

Preliminary Deliverables include:

* + - 1. Preliminary Hydrology and Hydraulics Report
      2. Preliminary Environmental Reports
      3. Preliminary Grading and Erosion Control Plan
      4. Preliminary (60%) Construction Drawings (11x17 sets)
      5. Preliminary (60%) Project Specifications & CDOT Standard Special Provisions Outline
      6. Preliminary (60%) Design Cost Estimate and Construction Schedule
      7. FOR plan review meeting with EPC and CDOT
  1. **FINAL ENGINEERING / DESIGN SERVICES**

Based on the preliminary design and contract documents approved by the County, the Consultant shall prepare final designs and construction documents in electronic format. Prior to commencing final plan production, all salient features of the preliminary plan shall be determined for the wetland area and approved by the County.

A plan submittal shall be made in preparation for the Final Office Review (FOR). The FOR plan (approximately 90%) submittal shall be reviewed and approved by the County prior to final plan production.

* + 1. **Construction Documents:** The Consultant shall prepare final designs and final construction documents for bidding. The construction documents will be finalized following the plan format provided by the County. Standard plan sheet size shall be 11x17. Construction drawings shall be signed and sealed by a Professional Engineer licensed in the State of Colorado. The construction plans shall include, at a minimum: summary of approximate quantities (SAQ), applicable layouts and profiles, existing ROW and easements, typical sections and details, existing and proposed utilities and relocations, construction and post-construction stormwater BMPs, cross sections, details, and construction phasing plan. Checklists including all final design elements will be provided under separate cover.

Production of plan and profile sheets shall be developed on a 1” = 100’ scale horizontal, and 1” = 20’ scale vertical, unless otherwise approved. All data (i.e. construction baselines) for construction shall be delineated and labeled on plan and profile drawings in addition to the horizontal control drawings. Grading plans, separate from plan and profile drawings, shall also be produced at a scale no smaller than 1” = 100’ and shall include all drainage related grade information including inverts and top of grade for all existing and proposed drainage structures, channels, etc. Cross sections shall be provided, at a minimum, in 25-foot increments with additional cross-sections included at key points such as changes in feature configuration, or any other condition which would alter the calculation of earthwork quantities. Include cut/fill data for each section, either on the cross-section sheets or in a summary report. Utility relocations, as well as existing utilities, shall be included and clearly delineated in the plan set.

The Summary of Approximate Quantities (SAQ) and Tabulations of Quantities shall include quantity tabulations for all excavation, channel, planting, and other specialty items. Tabulations shall be created for the benefit of the Contractor and for appropriate line items only. The SAQ may serve this purpose for some items.

Requirements for Erosion Control and Stormwater Management Plans are further defined below.

* + 1. **Erosion Control / Stormwater Management / Water Quality:** The Consultant shall provide final Grading and Erosion Control Plan, detail sheets (as appropriate) and CDOT standard SWMP sheets for inclusion in the contract documents. The Consultant shall review the original EPC Stormwater Checklists to verify that the original determinations for water quality applicability and stormwater permitting applicability are correct. The final checklists shall be signed and sealed by a Professional Engineer.

As the Project will exceed an acre of impacts, the Consultant shall prepare erosion control plan sheets and project-specific best management practice (BMP) details, as required, that define the BMPs for managing stormwater runoff, stormwater run-on, and water quality during construction and post-construction. The notes and plans shall be prepared in general accordance with CDOT and County guidelines.

Plan and detail sheets supporting the techniques described in the SWMP narrative sheets shall be incorporated into the construction plan set. These sheets shall utilize standard SWMP symbology and shall incorporate all necessary linework needed for to obtain a CDPHE-CDPS Stormwater Construction Permit and the El Paso County ESQCP, as applicable (e.g. limits of disturbance line, flow arrows, wetland mitigation areas, etc.).

* + 1. **Contract Specifications:** The Consultant shall produce Project Specifications in general accordance with the 2019 Colorado Department of Transportation *Standard Specifications for Road and Bridge Construction,* supplemented by the El Paso County *Engineering Criteria Manual*. The Project Specifications shall include technical specifications, and CDOT standard special provisions, as applicable. The Consultant shall finalize and include supplemental specifications to address project special provisions that vary from or are not addressed in the CDOT Standard Specifications. All applicable inserts for the Specifications shall be included in the Plans, Specifications, and Estimate (PS&E) submittal / specification set such that the submittal shall be ready for advancement to advertisement.
    2. **Final Utility Coordination:** The bid set shall be distributed to all affected utility companies for final review and comment. If required, a utility coordination meeting shall be held prior to advertisement for construction. Comments shall be incorporated, as appropriate, in the final bid documents.

If applicable, the Consultant shall coordinate requirements for utilities relocation with the County and utility providers. When relocation locations, costs, agreements, and timing have been finalized and agreed upon by the County and Utility providers, the Consultant shall write a Utility Clearance request letter on the County’s behalf to be sent to CDOT.

* + 1. **Environmental Clearances / Permitting:** The Consultant shall obtain, on behalf of the County, all necessary environmental clearances and permits to advance the project to construction, as well as coordination and permitting required regarding registration of the site into the County Wetland Umbrella Mitigation Bank approved by the USACE and Interagency Review Team (IRT). Coordination with CDOT to obtain Environmental Clearance shall be required. When all the requirements have been met, the Consultant shall write an Environmental Clearance letter on behalf of the County requesting clearance from CDOT. The County must receive Environmental Clearance (top of the CDOT form 128) for the project from FHWA / CDOT before CDOT will approve funding for construction.
    2. **Stormwater / Drainage Report:** The Consultant shall provide a final Drainage Report that supports the final design and includes complete design calculations. The report shall be signed and sealed by the Professional Engineer responsible for the report.
    3. **Final Cost Estimate:** A detailed construction cost estimate shall be provided based upon the completed and approved construction drawings. Estimates will include all construction material items, construction survey, mobilization, signing, construction traffic control, and force account work required. The CDOT cost data book will be the basis for the unit prices unless more accurate local information is available.The estimate shall be signed and sealed by the Professional Engineer responsible for preparing the estimate.
    4. **Final Engineering / Design Deliverables:** The Consultant shall comply with the following requirements, as applicable:
       1. Provide the Plans and Reports to the extent required by the nature of the Work.
       2. Plans and reports produced and sealed by a Colorado Registered Professional Engineer to ensure Utility Clearance and Environmental Clearance from FHWA / CDOT.
       3. Provide final assembly of Plans and Contract Documents.
       4. Be responsible for the Plans being accurate and complete.
       5. Make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto.
       6. Afford the County five (5) working days to review the Plans and make any changes in the Plans as directed to comply with FHWA requirements.
       7. The State, in its discretion, will review construction plans, special provisions, and estimates, and will require changes therein that the State determines are necessary to assure compliance with State and FHWA requirements.

One (1) original and one (1) copy of all deliverables shall be signed and sealed by a Colorado Registered Professional Engineer or Professional Land Surveyor unless otherwise noted. Bid Set deliverables shall also be provided on a CD in .pdf format unless specified otherwise. All deliverables shall be clearly organized and indexed for easy access and retrieval. The submittal shall include the following:

* 1. Final Design Drawings and Project Specifications to be provided in accordance with the following:
     + 11x17 plan sets including cross sections (reproduced)
     + Project Specifications
  2. Final Hydrology and Hydraulics Report
  3. Final Environmental Reports and County Wetland Umbrella Mitigation Bank documentation
  4. Grading and Erosion Control and Water Quality Plan
  5. Stormwater checklists (signed and sealed by PE and signed by EPC PM)
  6. Final Construction Cost Estimate (.pdf and Excel file)
  7. AutoCAD files (to be provided with advertisement for construction)
  8. One copy of the Final Plans in a .KMZ format showing all proposed work and right-of-way limits. To have the .KMZ file accurately reflect the plans, an accurate geo-location needs to be embedded in the plan’s CADD file. The .KMZ file should be compatible with Google Earth.
  9. ***ADDITIONAL SERVICES***

*The need for and/or scope of additional services shall be determined as design of the project progresses. If it is determined that additional services are required, a separate statement of work shall be provided to the Consultant for proposal purposes at that time and handled as an amendment to the Contract and Purchase Order. Costs for these services therefore should not be included in the fee proposal. The Consultant should, however, reflect in the proposal their understanding of the process and availability to provide additional services, if required. El Paso County reserves the right to do the work in-house or to contract all or portions of additional services to a separate vendor.*

* + 1. ***Bid Process and Construction Phase Services***

*The Consultant shall provide Bid Process and Construction Phase support services, as required. The need and extent of such services will be determined during the final design phase.*

**III. INVOICING AND PAYMENT**

An itemized invoice with backupmust be submitted to the EPC PM and approved by County staff prior to payment. Supporting documentation may include timesheets, receipts, sub consultant invoices, travel log or other similar documents. County staff will process all payment requests for approval through El Paso County administrative personnel.

1. The County shall reimburse the Consultant’s reasonable, allocable, allowable costs of performance of the Work, not exceeding the maximum agreed total amount. To be eligible for reimbursement, costs by the Consultant shall be:
   * + 1. in accordance with the terms and conditions of this contract;
       2. necessary for the accomplishment of the Work;
       3. reasonable in the amount for the goods and services provided;
       4. actual net cost to the Consultant (i.e. the price paid minus any refunds, rebates, or other items of value received by the Consultant that have the effect of reducing the cost actually incurred);
       5. incurred for Work performed after the effective date of this contract;
       6. satisfactorily documented:

* All allowable costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature of the charges.
* Any check or order drawn up by the Consultant, including any item which is or will be chargeable against the project account, shall be drawn up only in accordance with a properly signed voucher then on file in the office of the Consultant, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

1. The Consultant shall prepare and submit to the County, no more than monthly, charges for costs incurred relative to the project:
   * + 1. Invoices shall include the contract number, purchase order number, “Pay Request Number”, a description of the services performed, the dates of performance and the amounts, description of reimbursable expenses, and any other project specific information requested by the County. There should be a summary of accounting to include: initial contract amount, additional amount(s) added to contract via change order, amount previously billed, amount billed with current invoice, total amount billed to date including current billing and amount remaining in the contract.
       2. Invoices shall include a status report that briefly summarizes the work completed within the invoiced pay period and anticipated work for the next month.
       3. If personnel (title and/or name) that is not listed on the contract approved rate sheet is used on the project, the Consultant shall provide a brief introduction of the employee including their Name, Title, billable rate and short description of their previous work, on-going work and/or future work on the project. This information shall be included on the Status Report sheet.
       4. Invoices shall be signed by the Project Manager prior to submittal to the County.
2. To be eligible for payment, billings must be received within 30 days after the period for which payment is being requested and final billings on this contract must be received by the County within 30 days after the end of the contract work.

**IV.** **PROPOSAL PROCESS AND SELECTION**

1. **PRE-PROPOSAL CONFERENCE**

There will be a **VOLUNTARY PRE-PROPOSAL CONFERENCE** held on **Wednesday, October 27, 2021 at 11:00 AM (MT).** The pre-proposal conference will be held at the Department of Public Works, Transportation Division Training Room West, 3275 Akers Drive, Colorado Springs, CO, 80922. When attending the Pre-Proposal Conference, the attendee should bring his/her business card. While this meeting is not mandatory, it is strongly recommended that interested firms participate to have questions answered.

1. **PROPOSAL SUBMISSION**

Proposals must be submitted through Rocky Mountain E-Procurement System by no later than **11:00 AM (MT), Wednesday, November 17, 2021 via**  [**www.rockymountainbidsystem.com**](http://www.rockymountainbidsystem.com).

Contractors shall submit three .pdf files: The County prefers the .pdf files to be searchable. Contractors must follow the naming convention as described below.

Technical Proposal: Company Name RFP # Tech. Example (ABC Cleaning 21-001 Tech)

Public Copy: Company Name RFP # Public. Example (ABC Cleaning 21-001 Public)

The Proposal Opening for RFP No.: 21-104 shall take place VIA TELECONFERNCE utilizing the call-in information below:

Participant-guest Login:

1. Dial access number 1-877-820-7831
2. Enter the participant-guest pass code: 514880#

Proposers are NOT required to participate. No in person entry to our building shall be permitted.

Public Copy will be available for public inspection and should not contain any information that the proposer deems confidential and proprietary.

Proposals shall be signed by an authorized representative of the proposer. Failure to submit the information requested may result in the El Paso County Contracts & Procurement Division requiring prompt submission of missing information and/or giving a lower evaluation of the proposal. The Contracts & Procurement

Division may reject proposals which are substantially incomplete or lack key information.

By submitting a proposal, you represent that you have (1) thoroughly examined and become familiar with the scope of services outlined in this RFP and (2) are capable of performing quality work to achieve the County’s objectives.

1. **INQUIRIES**

Questions related to this Request for Proposals (RFP) must be directed to Becky Schaffstein, CPPB, Procurement Specialist, Contracts & Procurement Division at 719-332-7634 or by email to: [beckyschaffstein@elpasoco.com](mailto:beckyschaffstein@elpasoco.com).  **Final questions are due no later than 11:00 AM (MT), Monday, November 1, 2021 submitted in writing via Rocky Mountain E-Purchasing System.** If needed, written responses to those questions shall be published as an addendum after the final questions are due. Do not contact any other individual regarding this RFP other than the Procurement Specialist listed above.

1. **PROPOSAL SUBMITTAL REQUIREMENTS**

# The following items must be included in the proposal in the order listed herein:

1. The Response Checklist (form included in this RFP package).
2. Each Addendum acknowledgement signed for each addendum issued. The Addendum content does not need to be attached, just the acknowledgement page.
3. Statement of Qualifications (SOQ) Use SF-Form 330. (Include in the Project Plan).
4. Specimen Copies of requested insurance certificates.
5. PROJECT PLAN: Project Plan shall be printed on both sides of the paper, divided into appropriate sections, and information submitted shall be comprehensive, concise, and easily found. The following information must be included in the Project Plan, *in the order listed*:
6. Cover Letter: Include the following elements of information in the letter as a minimum:
7. RFP number and project name.
8. Certification statement that the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
9. Name, telephone number, e-mail address, and fax number of the individual to contact regarding the submittal.
10. The signature of an authorized principal, partner, or officer of the firm.
11. *Maximum of one page in length (excluding the reservations, conditions, constraints or exceptions)*
12. State any reservations, conditions, constraints or exceptions to El Paso County's standard Professional Services Contract or exception to the any items addressed in this document. If none, please state none. Separate page(s) may be included as required. If separate page(s) are included, an “Exceptions” section must be included and clearly marked in the proposal.
13. Statement of Qualifications (SOQ) – SR Form 330
    1. Follow instructions provided in the form
    2. For Part I, Section F: provide a maximum of 5 “Example Projects”
    3. Understanding and Approach: In Part I, Section H, provide a summary narrative describing the Firm’s understanding and approach for completing the proposed work as described in this RFP:

* Provide a clear understanding of the Project requirements and (unique) approach to management of the Project (i.e. budget, schedule, other)
* Provide a clear understanding of the Project requirements with respect to Federal funding and CDOT oversight
* Provide anticipated design concepts
* Attach an overall estimated schedule to include key tasks and milestones

1. FEE PROPOSAL **(DO NOT SUBMIT UNLESS REQUESTED BY COUNTY):** The fee schedule shall be provided as a separate document, independent of the technical proposal **AND ONLY IF REQUESTED BY THE COUNTY.** If requested, Fee/Rate/Cost schedule for services proposed must include the following at minimum:
2. Submit by task, labor category/title, associated rate, and estimated hours per task. Include “all” anticipated labor categories/titles that may be used on the project. Please check the math.
   * Include names of Key Personnel with their title, classification, unit rate, and labor hours.
   * In addition, submit a comprehensive rate sheet with labor categories / titles and associated billable rates for all positions that are forecasted to be working on this project. Specific names (other than those specified in the Fee Schedule) for each title are not required. The final approved rate sheet will be included in the contract. A separate rate sheet from the schedule of services is anticipated.
3. Hourly rates, unit rates, and markups shall be a fixed rate and not a range.
4. Hourly rates, unit rates, and markups not included as part of the Consultant’s original fee schedule will not be considered.
5. A multiplier on personnel rates for overtime/off-hours work or field work conducted using upgrade levels of personal protection (i.e. Level C, B, or A) will not be considered.
6. Non-labor expenses shall be listed at cost (no loading on non-labor).
7. Mileage will be paid at the approved Federal rate. This rate will be specified in the fee proposal and will be included in the contract.
8. List any additions in Miscellaneous Expenses – be specific.
9. Unit rates for Consultant owned equipment not listed will be accepted as long as the items are included as part of the Consultant’s original fee schedule submitted in response to the RFP.
10. Attach subconsultant fee estimates
11. Total (not to exceed) project cost

*Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.*

**Fees and rates must be good for a minimum of one (1) year.** Rate changes are typically limited to re-evaluation with Contract Amendments. Any requested adjustment shall be fully documented and submitted, in writing, to the County at least sixty (60) days prior to the requested adjustment date. Fees and/or rates shall be considered for an adjustment only if adjustments occurred in the industry. Such adjustments shall be based on the latest yearly percentage change in the Denver-Boulder-Greeley Consumers Price Index (CPI) as published by the Bureau of Labor Statistics, U.S. County of Labor, and increases shall not exceed three percent (3%). The yearly increase or decrease in the CPI shall be the latest Index published and available for the prior 12 months, ending in the month that the adjustment was requested. Increases claimed by the Consultant in accordance with this formula must be documented by the Consultant to the County's satisfaction. The County may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient.

1. **INSURANCE REQUIREMENTS**

For proposal purposes, proposers must submit specimen copies of certificates of insurance for professional and general liability and workers' compensation, as referenced on the Response Checklist and as stated in **Appendix C / Insurance Checklist**. The successful Consultant will be required to provide original certificates for Professional Liability, Comprehensive General Liability, Automobile Liability, any specialized liability required by the nature of the work, prior to commencing work, at its own expense, **naming El Paso County and its Board of County Commissioners and the Colorado Department of Transportation as additional insureds**, along with an original Workers’ Compensation certificate, both with a 30-day cancellation notice, and maintain such coverage for the duration of the proposal award/contract.

**See attached insurance checklist-Appendix C for required insurance and limits for this solicitation.**

**V. EVALUATION AND AWARD PROCESS**

1. **CONSIDERATION OF PROPOSALS / RECEIPT, OPENING AND RECORDING**

The names of all Offerors submitting proposals and the names of all Offerors, if any, selected for interview shall become public information. After approval of award, final ranking and evaluation scores for all proposals shall become public information. The contents of any proposal shall not be disclosed to competing Offerors during the negotiation process.

**B. SELECTION PROCESS**

An evaluation committee composed of representatives selected by the County shall perform an evaluation of proposals. The committee shall:

**1.** Evaluate the proposals submitted by the Offerors to establish a short-list. They may conduct interviews with or require presentation by top three (3) Offerors regarding their qualifications, their approach to the project, and their ability to furnish the required services.

**2.** Rank the proposals according to the identified criteria and submit a recommendation of award to the County; or

**3.** Recommend termination of the selection process.

If no proposals have been submitted, the committee may recommend termination of the selection process.

**C. EVALUATION CRITERIA**

**1.** All proposals deemed acceptable shall be initially rated based upon the submitted requirements. **Price is not factor in the short-list selection process**. Price shall be considered during the negotiation process.

Rating criteria shall include the following items and corresponding point values:

*Initial Review Criteria and Worksheets*

*The short-list is based on the following evaluation factors – 70 total points:*

***a.*** *Project Team / Firm(s) – 20 points:*

***i.*** *Ability to furnish professional services – 3 points,*

***ii.*** *Experience with Federal Funding – 3 points,*

***iii.*** *Qualifications / licenses / training – 5 points,*

***iv.*** *Relevant experience – 9 Points.*

***b.*** *Project Team / Key Personnel – 30 points:*

***i.*** *Experience with Federal Funding – 5 points,*

***ii.*** *Qualifications / licenses / training – 10 points,*

***iii.*** *Relevant experience – 15 points.*

***c.*** *Understanding and Approach to the Work – 20 points:*

***i.*** *Understanding of basic Project requirements and management approach – 6 points,*

***ii.*** *Understanding of Project requirements specific to federal funding and CDOT oversight – 6 points,*

***iii.*** *Anticipated design concepts – 6 points,*

***iv.*** *Additional elements of interest – 2 points.*

**2.** Upon completion of the initial review of proposals, the County may contact the highest rated firm or up to the three (3) highest ranked firms and schedule interviews. Based on the County’s initial review of the foregoing, if a firm’s score is within 5 points of the highest ranked firm, the County shall reserve the option to schedule interviews with the firm(s). The selection criteria utilized during the interview may differ yet include the following factors with corresponding values to be determined by the County:

*Interview Criteria and Worksheets*

*Evaluation factors for final selection are the consultant's:*

***a.*** *Abilities of key personnel,*

***b.*** *Past performance / clarifications of relevant or example projects,*

***c.*** *Willingness to meet the time and budget requirement,*

***d.*** *Current and projected workload,*

***e.*** *Volume of previously awarded contracts, and*

***f.*** *Involvement of minority consultants.*

***g.*** *Comfort level with presentation and attitude*

The County has the right to waive technical irregularities in the form of the proposal of the Offeror that do not alter the quality or quantity of the services.

If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; the second most qualified Offeror will be considered.

**D. NEGOTIATIONS**

**1.** The County may negotiate a contract with the highest qualified firm for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the County shall take into account the estimated value, scope, complexity, and professional nature of the services.

**2.** For all lump-sum or cost-plus-a-fixed-fee professional service contracts, the County shall require the firm receiving the award to execute a certificate stating that wage rates and other factual unit costs supporting the compensation to be paid by the County for the professional services are accurate, complete, and current at the time of contracting.

**3.** Should the County be unable to negotiate a satisfactory contract with the most qualified firm at a price determined to be fair and reasonable, negotiations with that firm will be formally terminated. The County designee may then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the County designee will formally terminate negotiations with that firm.

**4.** The County may then undertake negotiations with the third most qualified firm.

**5.** Should the County be unable to negotiate a contract with any of the firms selected by the committee, additional firms will be ranked in order of their qualifications and the committee may continue negotiations in accordance with this section until a contract is signed with a qualified firm or the procurement process is terminated and a new request for proposals is initiated.

**6.** The County will publicly announce the firm selected for award.

**E. NOTICE OF AWARD**

After award by the County, a written notice of award will be issued by the County Contacts and Procurement Division after review and approval of the Proposal and related documents by the County within thirty (30) days of proposal opening.

**F. TERM OF CONTRACT**

The term of the contract will be from date of award through project completion. Any contract awarded between El Paso County and the successful firm will consist of a Firm-Fixed Price (FFP) or Cost-Plus Fixed Fee Services Contract (at the sole discretion of the County) signed by parties, this RFP and any addendums, the submitted proposal, negotiations, the resulting Purchasing Order, and original certificates of insurance.

**If proposer does not agree with any terms or conditions of the County’s standard Contract or any items in this document, the proposer must present its exceptions with its proposal**. If no concerns are expressed by proposer, the County shall consider that all terms and conditions of the standard contract will control. El Paso County reserves the right to reject proposals based upon exceptions to its standard contract, Supplemental Contract Provisions and/or terms and conditions.

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other proposer, County employee, or any competitor.

The Proposer is prohibited from submitting multiple proposals in a different form (i.e. as a prime Consultant and as a sub-consultant to another prime Consultant). Submittal of multiple proposals in different form may result in the disqualification of all Proposers associated with a multiple proposal.

Should any such prohibited action stated above in this section be detected any time during the term of the Contract, such action shall be considered a material breach and grounds for Contract termination.

By submitting their proposal, the Proposer certifies that they are not currently debarred or suspended from submitting bids or proposals for federal contracts on the System for Award Management (SAM) Exclusions) database and/or any agency of El Paso County, Colorado and/or the State of Colorado, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by Federal, El Paso County, Colorado or the State of Colorado.

Further, Consultant and authorized sub-consultants affirm they are registered on sam.gov and are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a federal payment program by any federal or State of Colorado department or agency. If Consultant or sub-consultant, or any of their respective employees or authorized agents, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this contract, County will notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to County, the County, in its sole discretion, reserves the right to immediately cease contracting with Consultant and terminate this contract without penalty to the County.

**VI. ATTACHMENTS**

* 1. Standard Form 330
  2. Vicinity Map
  3. Instructions for Proposals
  4. Services Contract
  5. Exhibit J-Additional Federal Provisions
  6. Exhibit K-FFATA Supplemental Federal Provisions
  7. Exhibit M-OMB Uniform Guidance for Federal Awards
  8. Byrd Anti-Lobbying Certification
  9. Appendix C-Insurance Checklist
  10. El Paso County Akers Site Feasibility and Delineation Analysis-March 2014
  11. El Paso County Wetland Mitigation Bank Umbrella Mitigation Banking Instrument-March 29, 2011

Any questions regarding this RFP should be directed to Becky Schaffstein, Contracts & Procurement Division by e-mail to [beckyschaffstein@elpasoco.com](mailto:beckyschaffstein@elpasoco.com).

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| --- | --- |
|  | ***Becky Schaffstein, CPPB*** |
|  | PROCUREMENT SPECIALIST II |

**RFP 21-104 Due Date: November 17, 2021**

**EL PASO COUNTY**

**CONTRACTS & PROCUREMENT DIVISION**

**PROPOSER’S QUALIFICATION STATEMENT**

**\*\* DO NOT INCLUDE INFORMATION ALREADY SUBMITTED ON SF-330\*\***

**FOR**

**CIVIL ENGINEERING DESIGN SERVICES**

**FOR THE EL PASO COUNTY WETLAND BANK - AKERS PROJECT**

This statement will provide information which will enable the County to evaluate the qualifications of your firm and staff with regard to the requirements of this Request for Proposal.

Please complete this form in its entirety and submit it along with the other required proposal documents. If there is not enough room on the form to answer the questions, attach additional pages if necessary.

**(PRINT or TYPE):**

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| ADDRESS: | |  | | | |
| CITY, STATE, ZIP: | |  | | | |
| AUTHORIZED REPRESENTATIVE: | | |  | | |
| TITLE: | | | |  | |
| **AUTHORIZED REP. SIGNATURE:** | | | |  | |
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| 1. TYPE OF BUSINESS: | | | | | | | | | | | | | | |  |  | | | | | | | | | | | 2. TYPE OF LICENSE & LOCATION: | | | | | | | | | |
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| 3. TYPE OF SERVICE TO BE PROVIDED FOR RFP: | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | |
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| 4. NUMBER OF YEARS IN BUSINESS: | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | |
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| 5. ON A SEPARATE SHEET, PROVIDE A BRIEF HISTORY OF YOUR FIRM, STAFF SIZE, AND | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| EXPERIENCE. SUBMIT A RESUME FOR THE PROJECT MANAGER AND EACH KEY PERSONNEL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ASSIGNED TO THIS PROJECT. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | |
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| 7. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | YOU? | | | | | NO | | |  | |  | | | YES | |  | |  | | IF “YES”, EXPLAIN: | | | | | | | | | | | | | | | | |
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| 8. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | OR PARTNER OF ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | CONTRACT WITHIN THE LAST FIVE (5) YEARS? | | | | | | | | | | | | | | | | | | | | | | | | | NO | | | |  |  | | YES | |  |
|  | IF “YES”, EXPLAIN: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | BANKRUPTCY ACTION? NO | | | | | | | | | | | | | | | | |  | | YES | | | | |  | | | | IF “YES”, EXPLAIN: | | | | | | | |
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| 10. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH AN OWNER OR OTHER | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | GOVERNMENT AGENCY? | | | | | | | | | | | | | | | | NO | | |  | | YES | |  | | | | IF “YES”, EXPLAIN TYPE, | | | | | | | | |
|  | KIND, PLAINTIFF, DEFENDANT, ETC., AND STATE THE CURRENT STATUS: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 11. BANK REFERENCE: | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | |
|  | | ADDRESS: | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | CONTACT: | | | | |  | | | | | | | | | | | | | | | | | | | | PHONE: | | | | |  | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12. LIST THREE (3) SIMILAR PROJECTS (LOCAL OR STATE-WIDE, **OTHER** THAN THE COUNTY) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | FROM THE LAST FIVE (5) YEARS – INCLUDE LOCATION OF PROJECT, CONTACT NAME, ADDRESS, TELEPHONE NUMBER, AND SIZE OF PROJECT (CONTRACT AMOUNT):  **NOTE:** DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | 1. | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 13. LIST CURRENT SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT- | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | INCLUDE LOCATION OF PROJECT, CONTACT NAME, ADDRESS, TELEPHONE NUMBER, AND SIZE OF PROJECT (CONTRACT AMOUNT):  **NOTE:** DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 14. | | | LIST OF SUBCONSULTANTS TO BE USED FOR THIS PROJECT: (INCLUDE FIRM NAME, CONTACT NAME, ADDRESS, TELEPHONE NUMBER, AND TYPE OF WORK): | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | 3. | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | 4. | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | 5. | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 15. BONDING COMPANY AND AGENT (IF EVER BONDED): | | | | | | | |
|  | NAME: | | |  | | | |
|  | PHONE: | | |  | | | |
|  | (A) CURRENT BONDING RATE: | | | |  | | |
|  | (B) LARGEST INDIVIDUAL PROJECT BOND TO DATE: | | | | |  | |
|  |  | |  | | | | |
| 16. SURETY (insurance) REFERENCE FOR LAST FIVE (5) YEARS: | | | | | | |  |
|  | |  | | | | | |
|  | | | | | | | |
| IF ADDITIONAL **INFORMATION IS PROVIDED ON A SEPARATE SHEET** FOR ANY OF THE ABOVE ITEMS, **CLEARLY SPECIFY ON THIS FORM** WHERE IT CAN BE LOCATED IN YOUR PROPOSAL PACKAGE. | | | | | | | |

**RFP NO.: 21-104 Due Date: November 17, 2021**

**EL PASO COUNTY**

**CONTRACTS AND PROCUREMENT DIVISION**

**RFP 21-104**

**NON-COLLUSION AFFIDAVIT**

**FOR**

**CIVIL ENGINEERING DESIGN SERVICES**

**FOR THE EL PASO COUNTY WETLAND BANK - AKERS PROJECT**

|  |  |  |
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| **STATE OF** |  | **)** |
|  |  | **) SS** |
| **COUNTY OF** |  | **)** |
|  |  |  |

A. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being first duly sworn, deposes and says that:

1. Representative is the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Owner, partner, officer, representative or agent) of (name of firm) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who is submitting the attached bid.
2. Representative is fully informed respecting the preparation and contents of the bid and of all pertinent circumstance respecting such bid;
3. Such information provided as a response to **RFP No: 21-104** is genuine and not collusive;
4. No representative(s) or any of the officer(s), partner(s), owner(s), agent(s), employee(s) or party(s) in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other company, firm or person replying to this IFB to submit information that is collusive or a sham in connection with such contract or has any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other company, firm or person to fix any overhead, profit or cost element of the submitted proposed price or the proposed price of any other company/firm submitting a bid, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against El Paso County or any person interested in the proposed contract; and
5. The price(s) quoted in the attached bid is fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the company or firm submitting a bid or any of its agent(s), owner(s), representative(s), employee(s), or party(s) in interest, including this affiant.
6. Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B. Subscribed and sworn to before me this \_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(NOTARY PUBLIC)

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_