



EL PASO COUNTY

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COLORADO

FINANCIAL SERVICES DEPARTMENT
CONTRACTS AND PROCUREMENT DIVISION
TRACI GORMAN, CPPO, CPPB – CONTRACTS & PROCUREMENT MANAGER

**REQUEST FOR PROPOSALS
RFP NO.: 22-090
CONSTRUCTION MANAGEMENT
FOR THE 2022 AMERICAN RESCUE PLAN ACT (ARPA) ROAD RESURFACING PROJECT**

El Paso County Department of Public Works, Engineering Division (County) is accepting sealed proposals from qualified, experienced, professional firms to provide **Construction Management for the 2022 American Rescue Plan Act (ARPA) Road Resurfacing Project**. Sealed proposals shall be received **via Rocky Mountain E-Purchasing System by no later than 2:00 PM (MT), Wednesday, June 22, 2022**.

The Project is being funded through the following sources: American Rescue Plan Act (ARPA) funding.

There shall be a **VOLUNTARY PRE-BID CONFERENCE** held on **Wednesday, June 8, 2022 at 2:00 PM** at the Department of Public Works, Training Room West, 3275 Akers Drive, Colorado Springs, CO 80922. When attending the pre-bid conference, please bring your business card.

Questions need to be submitted no later than **Friday, June 10, 2022 at 2:00 PM (MT)**. Questions must be submitted via Rocky Mountain E-Purchasing System.

EL PASO COUNTY CONTRACTS & PROCUREMENT DIVISION SHALL NOT BE HELD RESPONSIBLE FOR MISINFORMATION RECEIVED FROM PRIVATE PLAN HOLDERS.

Any questions regarding this bid should be directed to Mark Abbotts, Procurement Specialist, email: markabbotts2@elpasoco.com or 719-520-6489.

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY

/cc/ TRACI GORMAN, CPPO, CPPB
CONTRACTS AND PROCUREMENT DIVISION MANAGER

Release Date:

BidNet: May 27, 2022

15 EAST VERMIJO AVENUE
OFFICE: (719) 520 – 6390



COLORADO SPRINGS, CO 80903
FAX: (719) 520 -6730

WWW.ELPASOCO.COM

**EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION**

RESPONSE CHECKLIST

**CONSTRUCTION MANAGEMENT
FOR
2022 AMERICAN RESCUE PLAN ACT (ARPA) ROAD RESURFACING 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

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

**EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION**

GENERAL SPECIFICATIONS

**CONSTRUCTION MANAGEMENT
FOR
2022 AMERICAN RESCUE PLAN ACT (ARPA) ROAD RESURFACING PROJECT**

OVERVIEW:

El Paso County Department of Public Works (County) is seeking proposals from qualified, experienced professional engineering firms to provide **Construction Management (CM) for the 2022 AMERICAN RESCUE PLAN ACT (“ARPA”) ROAD RESURFACING PROJECT (“Project”)**. The Project is being funded through the following sources: American Rescue Plan Act (ARPA) funding.

There shall be El Paso County oversight of the project. There is a 0% DBE and OJT goal and associated with Construction Management 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 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it shall affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises (DBE) shall be afforded full and fair opportunity to submit bids in response to this invitation and shall not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Project Goals:

The successful vendor shall coordinate with the County on the services requested in this RFP, primarily to include project management, coordination, inspections, observation, testing, documentation of the construction work, verification of compliance with the contract documents and public information and outreach. These services are expected to be managed in such a way to bring the project costs within or below budget and within schedule requirements.

I. GENERAL INFORMATION

The Project is located throughout El Paso County. The services requested in this RFP primarily include project management and coordination, construction management, inspections, observations, and materials testing for quality assurance. Additional information on the associated solicitation, IFB 22-086; ARPA Road Resurfacing Project, can be found on BidNet for review and reference.

PROJECT OVERSIGHT:

There shall be no federal or state (CDOT) oversight for the Project. El Paso County shall have direct oversight.

II. BACKGROUND

El Paso County intends to complete Asphalt Paving operations county-wide. This project shall be conducted concurrently and separately from the annual County Asphalt Paving contract. The additional project shall be funded through American Rescue Plan Act (ARPA) funds.

The Construction Contractor (“Contractor”) is responsible for providing quality control (QC).

The Construction Management (“Consultant and or CM firm”) is responsible for providing quality assurance (QA)

Construction of the project is anticipated to begin on or around Mid-July, 2022.

The construction contract is a working day contract, and construction shall be completed in eighty (80) workable working days. The Contractor may work Monday thru Friday, during daylight hours only or between 7:00 AM and 7:00 PM, whichever is stricter, unless otherwise approved by the Engineer. Work on the weekends, with prior approval, shall be allowed if required to meet the schedule and/or weather windows.

III. STATEMENT OF WORK

The Consultant shall provide construction management, inspections, materials testing and public relations services for the construction as summarized in the bulleted points below and described further in the following sections.

- Provide an experienced Project Engineer (PE), properly certified inspectors/testers, and other field/support staff
- Participate in pre-construction meeting(s) with the Contractor(s), County Project Manager (PM), and utility companies
- Schedule, attend and provide agendas & meeting minutes for all meetings
- Assist the Contractor and/or Agency with utility company coordination for relocations if required
- Review Contractor's Master Project Schedule and 3-week "look aheads"
- Review Contractor's Method of Handling Traffic (MHT) submittals
- Review Contractor certifications, material certificate of compliances (COCs)
- Review Contractor pay requests, provide summary backup for concurrence and track all previously paid invoices to ensure sufficient funds to complete the project
- Review submittals for conformance with the contract requirements
- Review all project permits to ensure continued compliance with permitting agencies
- Track and document daily quantities installed by the Contractor
- Track daily time counts and contract time to ensure sufficient contract time to complete the project
- Draft change orders and speed memos and ensure proper backup/justification is provided by the Contractor
- Arrange and assure appropriate construction observation and inspection
- Provide complete geotechnical and materials testing services for quality assurance
- Review Contractor's quality control (QC) testing results as well as provide quality assurance (QA) testing to confirm compliance with specifications
- Receive and review requests for information (RFIs)
- Maintain thorough and complete records of construction activity, including a daily log/diary
- In coordination with Contractor, maintain a working set of as-built conditions for documentation of field changes
- Prepare daily reports/memos that summarize work activities with photos
- Provide a photo log of activities and any issues with solutions
- Prepare a detailed final punch list and review final as-built condition
- Attend meetings with stakeholders and affected property owners and provide meeting minutes to all attendees and the County if required.
- Ensure, and assist with, coordination between the Contractor and property owners/business owners
- Prepare updates for inclusion on the County website regarding construction progress, phasing and traffic impacts
- Prepare and execute public information and outreach plan for communicating project activities
- Receive and respond to citizen inquiries in coordination with the Contractor and the County
- Prepare draft press releases for significant traffic changes, construction phasing changes or similar.

A. PROJECT MANAGEMENT / ADMINISTRATION

This task shall include general administration, coordination, documenting, scheduling, reporting, and related activities for the overall successful completion of the individual projects. The Consultant shall identify a project manager for this project who shall work directly for and support the County Project Manager (County PM) in the management and administration of the project. The Consultant's Project Manager shall be responsive daily Monday thru Friday to the County 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 another event.

Invoicing and Payment: An itemized invoice with backup must be submitted to the County Project Manager and approved by County staff prior to payment.

- a. 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:
 - a. in accordance with the terms and conditions of this contract;
 - b. necessary for the accomplishment of the Work;
 - c. reasonable in the amount for the goods and services provided;
 - d. 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);
 - e. incurred for Work performed within the contract period of performance;
 - f. 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 shall 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 shall 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.
- b. The Consultant shall prepare and submit to the County, no more than monthly charges for costs incurred relative to the project:
 - a. 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.
 - b. Invoices shall include a status report that briefly summarizes the work completed within the invoiced pay period and anticipated work for the next month
 - c. 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.
 - d. Invoices shall be signed by the Project Manager prior to submittal to the County

- e. For the County to properly account for project budget, Consultant shall track and report individual tasks items on each invoice and percent complete for the contract with all corresponding hours charged by staff against those tasks, provided as backup.
- c. 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.

B. CONSTRUCTION CONTRACT ADMINISTRATION & COORDINATION

1. **Liaison:** The Consultant shall provide an experienced Project Engineer (PE) who shall act as the County's agent at the site. The PE shall work under the direction and supervision of the County and shall consult with the County PM regarding Project actions. The PE shall be a licensed Professional Engineer or construction management professional working under the supervision of a licensed Professional Engineer who provides oversight of the CM activities. The PE and/or support staff shall be on-site while the Contractor is working to provide adequate coverage to accomplish the required tasks described in the RFP.
 - a. The PE shall assist the Prime Contractor in understanding the contract documents, arranging for clarification with the design engineer, and documenting interpretation of the plans and specifications where necessary. The PE shall deal primarily with the Prime Contractor, dealing with subcontractors only through or with the full knowledge and approval of the Prime Contractor.
 - b. The PE shall facilitate coordination between the Contractor and the County, property owners, utility companies, regulatory agencies, and others as required, ensuring that the Project proceeds in accordance with approved schedules, and that all properties are aware of planned operations so that constraints and key interfaces can be identified and properly coordinated.
 - c. The PE shall receive and review RFI's and coordinate with the appropriate party for responses. The PE shall set up a system to track, document, and monitor the status of RFIs and/or clarifications. The PE shall coordinate with the Engineer of Record, the design team and the County to provide answers to such requests. The PE shall establish deadlines for each RFI, coordinate with the Contractor to prioritize each RFI and follow up with the responding party to ensure timely turn arounds.
 - d. The PE shall promptly notify the County PM and the Engineer of Record of any non-compliance issues.
2. **Meetings:**
 - a. The Consultant shall organize, conduct, and document the pre-construction meetings with the construction contractor(s).
 - b. The PE shall schedule and attend necessary meetings with the Contractor and the County PM for the duration of the Project. These meetings shall include, at a minimum, weekly Progress Meetings, pre-survey conferences, and other coordination meetings as required for advancing construction.
 - c. The Consultant shall facilitate meetings and provide meeting agendas to all participants prior to the meetings. The Consultant shall provide meeting minutes and track discussion and action items generated by the meeting attendees.
3. **Utility Coordination:** The PE shall be responsible for coordination with utility owners and Contractors to ensure proper phasing of work for all utility relocations, and resolution of utility conflicts which may arise during construction. The Consultant shall participate in ongoing utility coordination, providing

general oversight and guidance to ensure that utility relocations proceed as planned, so as not to conflict with the requirements of the construction contract.

- 4. Review and Approval of Submittals:** The PE shall coordinate with the County PM to identify and prepare a list of necessary Contractor submittals, documenting and recording the receipt of submittals and their handling. The PE shall review submittals for conformance with the contract requirements, coordinating with the County PM, as required, for the timely and thorough review of Contractor submittals, including shop drawings. The PE shall notify the County PM of any work begun without the appropriate approved shop drawings or submittals recorded.

5. Documentation / Record Keeping:

- a. Upon receiving the Notice-to-Proceed, the PE shall be responsible for establishing all necessary procedures and controls to administer the Project. The Consultant shall utilize CDOT forms, or similar, for documenting the construction and generally follow the procedures contained within CDOT's *2019 Construction Manual*, and *2021 Field Material Manual*, as a guide. The Consultant may make recommendations to the County for any modifications to these procedures and forms that would more closely meet the needs and requirements of the County. The County PM shall advise as to the acceptability of the recommended modifications to the forms and procedures, and if approved, the procedures shall be documented and incorporated into a contract management procedure document for this Project.
- b. The PE shall maintain thorough and complete records of construction activity, including:
- i. Contractor Submittals – These records shall include a prepared list of required submittals, dates of submittals received, responses provided, and final approvals.
 - ii. Job-Site Files – These files shall include all Project correspondence, meeting minutes, shop drawings/reviews/approvals, plans, specifications and estimates, work directives, addenda, change orders, field orders, engineer's clarifications and interpretations, progress reports, schedule updates, etc.
 - iii. Daily Log/Diary – The Consultant shall have each inspector maintain a daily log/diary which includes written documentation of observations regarding Contractor work hours, weather conditions, data concerning questions, list of job-site visitors, daily activities, decisions, general observations, detailed observations, digital photographic logs, and adherence to the most recent Project schedule. Variance shall be discussed with the Contractor and reviewed in light of overall Project and schedule commitments.
 - iv. As-Built Conditions – The Consultant shall work with the Contractor(s) to document and maintain a record of as-built conditions of the Project. The Consultant shall provide marked up maps of the as-built conditions to the PE for incorporation of such conditions in a Record Set of As-Built Conditions that shall be prepared by the PE.
 - v. At the close of the Project, all original notes and records shall become the property of El Paso County.

6. Schedule Management:

- a. The Consultant shall review, comment, and recommend revisions or approval of the initial Construction Schedule submitted by the Contractor for reasonableness and completeness. This schedule shall include projected progress of key work activities, anticipated shop drawing submittals, and anticipated pay requests. This schedule shall extend from the Contractor's Notice-

to-Proceed through Final Acceptance. The PE shall not allow work to commence without an approved schedule.

- b. The Consultant shall coordinate with, and assist the Contractor, to develop and maintain a Master Project Schedule based on the Contractor's Construction Schedule, such that it shall incorporate both the construction activities of the Contractor as well as the construction activities of the various utility companies, identifying critical path activities, constraints, and interrelationships that shall impact the progress of construction. The Consultant shall update and report on the status of Master Project Schedule monthly or more frequently as appropriate.
- c. On a monthly basis, the construction Contractor shall be required to submit an update to the Master Project Schedule. This update shall be reviewed by the Consultant for accuracy, reasonableness, and adherence to the most recent schedule update. Variance shall be discussed with the Contractor and reviewed considering overall Project and schedule commitments. Monthly pay estimates shall be issued only after updates of the Master Project Schedule are accepted and approved.

7. Reporting:

- a. The PE shall prepare weekly Project Status Reports/Memos summarizing the activities of the Contractor and other individuals and agencies impacting the Project. Weekly reports shall track and report on the status of work at each work location and overall status of the contract. Project status reports shall include quantities, project impacts and schedule status. The PE shall also advise the County PM of upcoming major tests, inspections, or work activities, updating the status of change orders, work directive changes, and field orders, and documenting any construction accidents or noteworthy events. This report shall be submitted to the County PM for review in advance of regularly scheduled progress meetings and shall serve as one basis for discussion at the meetings.
- b. The PE shall include a section on the status of ongoing and planned utility relocation activities and assess the impact on the Contractor's planned progress.
- c. The PE shall provide, on a regular basis, digital photos documenting the construction progress for use in preparing Project Status Reports.
- d. The PE and/or Public Information Officer (PIO) shall prepare notices suitable for updating the public via the County website as to the status and progress of the construction, including activities impacting traffic operations such as lane closures, detours, delays, etc. The PE shall coordinate with El Paso County's PM and PIO.

8. Payment Requests:

- a. The PE shall receive all pay requests and CDOT form 1418's from the Contractor, reviewing them for accuracy, completeness, acceptability, and compatibility with the Project documents. The PE shall advise the County PM of any discrepancies or questionable requests for payment and recommend a response. The PE shall meet with the Contractor, in advance of advising the County PM, regarding any questions or discrepancies, providing the Contractor an opportunity to modify, explain, or defend his request.
- b. A spreadsheet for tracking line-item costs and expenditures shall be utilized and included with monthly pay requests.

c. Recommendation for payment to the Contractor shall be made only after the Contractor's monthly schedule update and required forms/documents are approved by the County.

9. Certification / Regulatory Compliance: The PE shall ensure the Contractor has all required certifications and/or permits on-site prior to starting any affected phase of the work. The PE shall review these certifications and permits for compliance with the contract, advising the County PM of any expirations or other problems. If appropriate, the Consultant shall accept the certifications and permits on behalf of the County.

10. Plan Modifications / Change Orders / Speed Memos: The PE shall advise the County PM, the Engineer of Record, and others as appropriate of any requests for or required plan modifications or change orders. Notification shall be in writing. The PE shall coordinate with the appropriate representatives to prepare the necessary designs, and to prepare and review the required change orders. Any change, increase, and/or decrease to the contract, in the form of a Contract Modification Order (CMO) and/or amendment to the contract, shall be coordinated with and approved by the County Engineer or designee, in writing, prior to proceeding with the work. Speed memos shall be issued prior to formal change order as required. Upon approval by the County, Speed Memos shall be issued immediately and CMO's shall be issued within 2 business days. The Contractor shall not be paid for work associated with a CMO until the CMO is fully executed.

11. Completion / Punch List:

a. Upon the request of the Contractor, the PE shall complete a "review of work completed" to verify substantial completion of the work and to prepare a detailed final punch list of items which remain to be completed, are incomplete, require correction, or are unsatisfactory and/or unacceptable. The PE shall review this punch list with the County PM, the Engineer of Record, and others as appropriate, and with concurrence, submit to the Contractor to address each item. The PE, with the County PM, shall review the punch list with the Contractor, on-site as required, conducting a final walk-through.

b. Upon satisfactory completion of all items on the final punch list, the PE shall submit a recommendation to the County PM regarding Final Acceptance of the work.

12. Project As-Built Conditions: The PE is responsible for, and shall maintain, a working plan set for documentation and accounting of all field changes. These changes shall be maintained in a hardcopy format through Project completion. Upon notice from the County PM, the Consultant shall transfer the field change record to the County PM. The PE shall provide a final review of the as-built conditions to ensure all field changes have been incorporated. The PE shall provide final as-built conditions with the "Finals" package to the County PM before issuing a recommendation regarding Final Acceptance of the work.

D. INSPECTION AND MATERIALS TESTING

1. Inspection:

a. The PE shall be responsible for arranging and assuring appropriate construction observation and inspection to assure compliance with the contract documents. The PE shall confirm that the Contractor has adequate quality control procedures established to ensure that the construction is accomplished in accordance with the contract documents. The PE shall perform or arrange for quality assurance testing to confirm that construction is being accomplished in accordance with the contract documents and CDOT requirements. The PE shall promptly advise the Contractor and County PM of any unsatisfactory work, verifying that adequate Contractor records are maintained

- throughout the Project as required by the contract documents, monitoring necessary materials testing, and maintaining a record of all testing and the results and/or recommendations of testing. The PE shall accompany and document all on-site agency inspectors, such as OSHA, EPA, USACE, El Paso County Stormwater, etc. The PE shall review and approve materials handling and storage logistics, as well as traffic control procedures for compliance with approved plans and specifications.
- b. The Consultant shall be responsible for providing qualified inspectors to observe and inspect all work according to Project plans and specifications, to provide quality assurance for the Project, and ensure substantial conformance with plans and specifications.
 - c. The Consultant shall review proposed Method of Handling Traffic (MHT) plans for compliance with the contract requirements and make recommendations for improving motorist, pedestrian, and construction worker safety and decision making. The Consultant shall inspect the MHT installation for compliance with approved plans and ensure proper maintenance of all devices.
- 2. Geotechnical & Materials Testing:** The Consultant shall provide complete geotechnical and materials testing services, including access to a laboratory for off-site testing, as required. An itemized breakdown of the costs associated with each test shall be provided by the consultant. The anticipated Contractor's QC Testing Frequency shall follow CDOT's 2021 Field Materials Manual. The County shall have the option of calling for additional testing at the Project's expense based upon these costs.

Consultant shall provide Passing and Failing results to the County and Contractor / Subcontractor immediately.

E. ATTACHMENTS (are considered a part of project specifications and requirements):

1. Vicinity Map
2. Subcontractor Monthly Pmt Summary (rev Form 1418)
3. Instructions for Submitting Proposals
4. Appendix C – Insurance Checklist
5. Example consultant services contract agreement
6. Federal Provisions

IV. RFP PROCESS AND SELECTION

A. PRE-SOLICITATION CONFERENCE

There shall be a **VOLUNTARY PRE-SOLICITATION CONFERENCE** held on **Wednesday, June 8, 2022 at 2:00 P.M. at the Department of Public Works, Training Room (West), 3275 Akers Drive, Colorado Springs, CO 80922**. When attending the pre-solicitation conference, please bring your business card. The conference attendee shall be an agent of the bidder, familiar and involved in the bidder's work and the bidding process.

B. QUESTIONS

All questions for this RFP must be submitted through Rocky Mountain E-Purchasing System no later than **Friday, June 10, 2022 at 2:00 PM**. All contact regarding this RFP shall be to Mark Abbotts, Procurement Specialist, Contracts & Procurement Division, (719) 520-6489, e-mail: markabbotts2@elpasoco.com.

C. PROPOSAL SUBMISSION

Proposals must be submitted through Rocky Mountain E-Procurement System by per the RFP Timetable. 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.: 22-090 shall take place VIA TELECONFERENCE utilizing the call-in information below:

Participate-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 shall 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) can perform quality work to achieve the County's objectives.

D. 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. Qualification Statement.
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*:
 - a. Cover Letter: Include the following elements of information in the letter as a minimum:
 - i. RFP number and project name.
 - ii. Certification statement that the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
 - iii. Name, telephone number, e-mail address, and fax number of the individual to contact regarding the submittal.
 - iv. The signature of an authorized principal, partner, or officer of the firm.

- v. *Maximum of one page in length (excluding the reservations, conditions, constraints or exceptions)*
- b. 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.
- c. Ability of the Company to meet or exceed the requirements defined in the RFP (requested information may be combined as applicable):
- i. Company history, stability, and financial standing:
- Provide a brief description of your firm including location(s), office locations, size of firm, and financial stability (annual public reports or private financial statements shall be included in an appendix or under separate cover; private financial information shall be kept confidential by the County).
 - Summarize/list the Company's applicable qualifications and/or certifications. The County may request proof of the listed certifications prior to performing work.
 - *Maximum of one page in length.*
- ii. Describe/summarize the Company's relevant experience. Include a maximum of 3 relevant projects with similar services, timelines and/or magnitudes, as applicable.
- Generally, describe project scope and services provided.
 - Specifically identify key personnel and/or subconsultants involved in the similar projects and their roles and responsibilities.
 - *Maximum of two pages in length.*
- iii. References:
- Provide 3 minimum, 5 maximum references where your firm provided similar services. It is preferred that representatives of El Paso County not be provided as references.
 - Provide: Firm names, contact names and titles, phone numbers, and email addresses
 - Summarize type of service(s) provided and past performance.
 - *Maximum of two pages in length*
- d. Ability of the Company's Key Personnel to meet or exceed the requirements defined in the RFP:
- i. Describe number and nature of professional staff available for this project.
- ii. Provide an organization chart with anticipated staff and Key Personnel that shall be assigned to the project.
- iii. Provide current and projected workload of Key Personnel
- iv. Describe/summarize Key Personnel's relevant experience. Include relevant projects with similar services, timelines and/or magnitudes, as applicable. (This may include experience with a different Company.)
- Generally, describe project scope and key personnel's role in the project.
- v. Provide a list of subconsultants that shall be used for the proposed work and describe the scope of work that shall provided by each subconsultant. If no subconsultants shall be used, state such.
- Describe/summarize each subconsultant's relevant experience. Include a maximum of 3 relevant projects with similar services, timelines and/or magnitudes, as applicable.

- o Generally, describe project scope and services provided.
 - o Specifically identify key personnel involved in the similar project.
 - vi. Summarize/list applicable qualifications, licenses, training and/or certifications of Key Personnel. The County may request proof of the listed training, certifications, and/or licenses prior to performing work.
 - vii. Resumes for Key Personnel may be included if additional information is deemed necessary. If included, resumes shall be in an appendix and referenced in the proposal as applicable. *Maximum one (1) page per resume.*
 - viii. *Excluding the brief resumes and organization chart, the information provided in response to this item shall not exceed four (4) pages.*
 - ix. *Requested information may be combined as applicable*
- e. Understanding and approach:
 - i. Acknowledge that proposer shall provide all services described in the RFP. Elaborate and/or clarify as applicable
 - ii. Provide a summary narrative describing the Company's understanding and approach for completing the proposed work as described in this RFP:
 - Describe available services and associated support/resources
 - Clearly identify the Company's and Key Personnel's responsibilities for the project
 - Provide a clear understanding of the project and how it shall be managed
 - Describe your unique approach to management (i.e., budget, schedule, other)
 - Provide an overall estimated schedule to include key tasks and milestones
 - Provide a clear understanding of the anticipated impacts to the public and communication needs with respect to residents, businesses, local traffic, commuter traffic etc. and how these impacts shall be mitigated
 - Provide a clear understanding of the Project requirements with respect to Federal funding and CDOT oversight
 - Address any other responses requested by this RFP
 - iii. Provide a narrative and/or exhibits describing your innovative or unique approach to completing the project requirements and solving project issues (i.e., constraints with respect to design, property acquisition, utilities, environmental, roadway, drainage, other).
 - iv. Include / attach subconsultant's proposal / scope of work / understanding (fees shall be separate).
- f. Clearly describe / define / provide calculations for how the proposer is estimating the number of hours required per task for each person listed on the fee proposal. (Example: John Doe is estimated to provide observation for an average of 10 hours per day for 25 working days for a total of 250 hours.)
- g. **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:

- 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. Number of hours per task per person shall correlate with the narrative requested in Section IV.D.5.e.v. above.
 - Include names of Key Personnel with their title, rate, and 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 shall be included in the contract. A separate rate sheet from the schedule of services is anticipated.
- h. Hourly rates, unit rates, and markups shall be a fixed rate and not a range.
- i. Hourly rates, unit rates, and markups not included as part of the Consultant’s original fee schedule shall not be considered.
- j. 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) shall not be considered.
- k. Non-labor expenses shall be listed at cost (no loading on non-labor).
- l. Mileage shall be paid at the approved Federal rate. This rate shall be specified in the fee proposal and shall be included in the contract.
- m. List any additions in Miscellaneous Expenses – be specific.
- n. Unit rates for Consultant owned equipment not listed shall be accepted as long as the items are included as part of the Consultant’s original fee schedule submitted in response to the RFP.
- o. Attach subconsultant fee estimates
- p. Total (not to exceed) project cost

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 insufficient.

E. 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 shall 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 as additional insured(s)**, 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

A. EVALUATION AND AWARD PROCESS

The Evaluation Committee shall evaluate all proposals received for completeness and the proposer's ability to meet all specifications as outlined in this RFP. The committee may then short list for interviews the specific firms whose proposals best meet all the criteria required. The negotiations and award process shall follow the procedures as outlined in the "INSTRUCTIONS FOR SUBMITTING PROPOSALS".

Issuance of this RFP and receipt of proposals does not commit the County to award a purchase order or contract. The County reserves the right to postpone opening, to accept or reject any or all proposals received in response to this RFP, or to negotiate with other than the highest ranked proposer should negotiations with the highest ranked proposer be terminated, or to cancel all or part of this RFP.

B. SELECTION CRITERIA

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

Proposals should include a minimum of three (3) examples of relevant projects.

Rating criteria shall include the following items, listed in no order of importance:

- a. Project Team / Firm(s)
 - i. Ability to furnish professional services
 - ii. Experience with Federal Funding
 - iii. Qualifications / licenses / training
 - iv. Relevant experience
 - b. Project Team / Key Personnel
 - i. Experience with Federal Funding
 - ii. Qualifications / licenses / training
 - iii. Relevant experience
 - c. Understanding and Approach to the Work
 - i. Understanding of basic Project requirements and management approach
 - ii. Understanding of Project requirements specific to federal funding
 - iii. Anticipated design concepts
 - iv. Additional elements of interest
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.

The County has the right to waive technical irregularities in the Consultant's proposal that do not alter the quality or quantity of the services if the Consultant submits exceptions.

“If the County is unable to negotiate a fair and reasonable price with the highest qualified consultant, negotiations shall be entered into with the second most qualified consultant”.

C. ORAL PRESENTATIONS / INTERVIEWS

Firms submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal in an interview session with the Evaluation Committee. Additional technical and/or cost information may be requested from any firm by the Evaluation Committee prior, during or after the interview for clarification purposes, but in no way shall change the original proposal submitted. Interviews are at the option of the Evaluation Committee and may or may not be conducted.

D. TERM OF CONTRACT

The term of the contract shall be from date of award through July 2023. Any contract awarded between El Paso County and the successful firm shall consist of a 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 shall 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 Consultant certifies that they are in good standing and 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.

If Consultant or Subconsultant, 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 shall 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.

Any questions regarding this RFP should be directed to Mark Abbotts, Contracts & Procurement Division by e-mail to markabbotts2@elpasoco.com.

Mark Abbotts

PROCUREMENT SPECIALIST

EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION
PROPOSER'S QUALIFICATION STATEMENT

FOR
CONSTRUCTION MANAGEMENT
FOR THE 2022 AMERICAN RESCUE PLAN ACT (ARPA) ROAD RESURFACING PROJECT

This statement shall provide information which shall 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):

FIRM NAME:
ADDRESS:
CITY, STATE, ZIP:
AUTHORIZED REPRESENTATIVE:
TITLE:

AUTHORIZED REP. SIGNATURE:

PHONE: FAX:
E-MAIL:

1. TYPE OF BUSINESS:

CORPORATION [] INDIVIDUAL []
PARTNERSHIP [] JOINT VENTURE []
OTHER:

2. TYPE OF LICENSE & LOCATION:

3. TYPE OF SERVICE TO BE PROVIDED FOR RFP:

4. NUMBER OF YEARS IN BUSINESS:

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:

7. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO [] YES [] IF "YES", EXPLAIN:

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:

9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION? NO YES IF "YES", EXPLAIN:

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:

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. _____

2. _____

3. _____

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

1. _____

2. _____

3. _____

14. LIST OF SUBCONSULTANTS TO BE USED FOR THIS PROJECT: (INCLUDE FIRM NAME, CONTACT NAME, ADDRESS, TELEPHONE NUMBER, AND TYPE OF WORK):

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

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.

