



REQUEST FOR PROPOSALS

R16-029 NS

February 23, 2016

2016 (2C) MATERIALS TESTING & INSPECTION SERVICES

THE CITY OF COLORADO SPRINGS
PUBLIC WORKS – OPERATIONS AND
MAINTENANCE DIVISION

PRE-PROPOSAL CONFERENCE

A **NON MANDATORY** Pre-Proposal Conference is scheduled for this solicitation at 3:00 P.M. on Wednesday, March 2, 2016.

PROPOSALS ARE DUE NO LATER THAN
WEDNESDAY, MARCH 16, 2016 AT 3:00 P.M.

Contact

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Introduction

In November 2015, Colorado Springs, Colorado voters passed Ballot Measure 2c, supporting a tax increase for road and street repairs. This measure put into place a temporary sales/use tax increase of 0.62% to generate an estimated \$50 million of additional City revenue per year for 5 years, anticipating a total road and street improvement investment of \$250 million. This temporary sales/use tax will terminate on 12/31/2020. Therefore, using these funds, the City intends to award a contract to a firm to provide construction materials testing services and project inspections services for roadway related concrete, drainage, and asphalt overlay projects throughout the City of Colorado Springs using these funds. This Request for Proposals (RFP) is intended to initiate these services funded under Ballot Measure 2c provisions. However, for the purposes of this RFP, the City reserves the right to use additional funding sources as necessary.

It is the intent of this solicitation to award a minimum of one (1) Firm Fixed Unit Price/Labor Hour Contract for project inspection, concrete asphalt, and soils materials testing services based on contractor resources/specialties (i.e. Concrete, Asphalt).

The City anticipates awarding a one year contract with annual renewal options. Unit Prices established as part of a contract shall be firm and fixed for the first year of the contract. Should the City elect to renew the contract, any adjustment to the originally proposed rates shall be subject to review and approval by the City. Should alternative funding sources be used for additional work, separate contracts will be negotiated using the unit prices established as part of the contract awarded under this RFP.

The City intends to award only one contract.

The City will select Offerors deemed to be most highly qualified to perform the materials testing and inspection services work in accordance with the evaluation criteria indicated in **Section 3.0 - Proposal Content Requirements and Selection Criteria.**

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Section 1.0 - Project Description

1.1 PROJECT DEFINITION

It is the intent of this RFP to award one contract for the provision of construction materials testing and project inspection services for roadway related concrete, drainage, and asphalt overlay projects throughout the City of Colorado Springs. Inspection Services Scope of work is to provide multiple experienced field construction inspectors for oversight on roadway related concrete and drainage projects and roadway resurfacing project as needed by the City.

The Scope of Services to be performed by the successful Offeror(s) is described in detail in **Section 5.0 - Contract Documents**, and associated Exhibits.

1.2 PERFORMANCE PERIOD

The Contract Period of Performance will be from Notice to Proceed through December 31, 2016, weather permitting.

The Contract awarded under this RFP shall be for a one-year term, but may be renewed with annual renewal options

All information submitted by the Offeror must be legible. Any and all corrections and/or erasures shall be initialed. **Each proposal shall be accompanied by a transmittal letter signed in ink by an authorized representative of the Offeror.**

Number of Copies: Offerors shall submit **one (1) electronic copy on CD-Rom** and **seven (7)** hard copies of the proposal documents. Upon submission, all of the proposals shall become and remain the property of the City of Colorado Springs. Proposals will not be returned to Offerors.

Proposal Recipient: Proposal shall be submitted in a **sealed envelope** to:

Nicole Spindler
Senior Contracts Specialist
30 S. Nevada Avenue, Suite 201
Colorado Springs, CO 80903

2.4 INQUIRIES REGARDING THIS REQUEST FOR PROPOSALS

Any questions concerning this Request for Proposals shall be formally addressed in writing to the Contract Specialist indicated. The Contract Specialist is the only person authorized to modify or make final decisions under this Request for Proposals. Offerors are advised that dealing with City personnel other than the Contract Specialist (or appointed representative) may be considered grounds for disqualifying the Offeror without additional notice.

Offerors are advised that the Contract Specialist's responses to inquiries will be provided in writing and shared with other Offerors.

2.5 SPECIAL TERMS

The following definitions of terms are intended as follows:

- The term "Request for Proposals" or "RFP" means a solicitation of a formal, negotiable proposal/offer. The City will accept the offer that is deemed by the City of Colorado Springs to be most advantageous in terms of the criteria designated.
- The term "Offeror", "Proposer", "Respondent" means the person, firm, or corporation which submits a formal proposal and which may or may not be successful in being awarded the contract.
- The term "Contractor" or "Consultant" means the Offeror who is awarded the contract to provide the products or services specified.
- The term "Statutory" means requirements of Colorado law.
- The terms "Streets" and "Roads" herein are intended as general terms and may be used interchangeably throughout this document to mean the same thing.
- The terms "Proposal" and "Offer" herein may be used interchangeably throughout this document to mean the same thing.

2.6 REQUEST FOR PROPOSALS (RFP) OBJECTIVE

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services. The Offeror may present options and variables to the scope while still meeting the minimum requirements of this solicitation.

2.7 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror believes that parts of its proposal are confidential, then the Offeror must so specify. The Offeror must stamp in bold letters the term “CONFIDENTIAL” on that part of the proposal which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a confidentiality claim is general and/or vague in nature. All proposals and parts of proposals, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The selected proposals may be considered public information even though parts are marked confidential.

2.8 EXAMINATION OF THE REQUEST FOR PROPOSALS (AND APPENDICES) AND THE CONTRACT DOCUMENTS (AND EXHIBITS).

The Offeror shall examine the requirements of this Request for Proposals and Appendices, including the Contract Documents and Exhibits, prior to submitting a proposal. The submission of a proposal shall be considered conclusive evidence that the Offeror has made this examination.

If an Offeror discovers an apparent error or omission in this Request for Proposals and/or Appendices, including but not limited to Appendix 3 – Cost Proposal Form regarding estimated quantities, and/or other apparent error(s) or omission(s) in the Contract Documents and Exhibits, the Offeror shall immediately notify the Contracting Specialist to enable the City to make any necessary revisions. The City may consider it to be detrimental to the City for an Offeror to submit an obviously unbalanced unit price.

2.9 AMENDMENTS TO THE RFP

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any Amendments (addenda) issued to this RFP by returning a signed copy of each amendment issued. Signed copies must be received on or before the time set for receipt of offers.

The City of Colorado Springs will post all addenda on the [Rocky Mountain E-Purchasing System](#). It is the Offeror's responsibility to check the website for posted addenda or contact the Contracting Specialist listed to confirm the number of Amendments which have been issued.

2.10 EXCEPTIONS TAKEN

The Offeror shall submit exceptions to the Contract using the Exceptions Document found in **Section 6.0 – RFP Appendices, Appendix 4 - Exceptions Document**.

Note: Depending on the extent of exceptions taken by the Offeror, Offeror exceptions may be grounds for rendering the proposal unacceptable without further discussion.

2.11 WITHDRAWAL OR MODIFICATION OF OFFERS

Any Offeror may modify or withdraw a proposal in writing at any time prior to the RFP submission deadline.

2.12 ACCEPTANCE

Any proposal received shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.

By submitting a proposal in response to this solicitation, the Offeror agrees that any proposal it submits may be accepted by the City of Colorado Springs at any time within 120 calendar days from the date of submission deadline.

The City of Colorado Springs reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and/or to accept any portion of the offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its proposal any information requested in the RFP may result in rejection for non-responsiveness.

The contents of any, or all, of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

2.13 PROPOSAL PREPARATION COST

The cost of proposal preparation is not a reimbursable cost. Proposal preparation shall be at the Offeror's sole expense and is the Offeror's total responsibility.

2.14 CONTRACT ADMINISTRATION

The City of Colorado Springs, Operations and Maintenance Division shall be responsible for the administration of the contract and for compliance with the interpretation of scope, scheduled services and cost compliance.

2.15 DEBRIEFING

Firms not selected may request a debriefing after they have been notified that another firm was selected.

A debriefing may be scheduled by contacting the Contracting Specialist listed above. The Contracting Specialist must receive a written request for debriefing no later than ten (10) calendar days after issuance of a notification that an Offeror was not selected.

2.16 DULY AUTHORIZED SIGNATURE

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

2.17 ANTI-COLLUSION AFFIDAVIT

The Offeror by signing their proposal and submitting it to the City is certifying that the Offeror has not participated in any collusion or taken any action in restraint of free competitive pricing. This statement is also included in **Section 6.0 – RFP Appendices, Appendix 2 - Proposal Representations and Certifications**. The original of this form shall be submitted with the proposal. The proposal will be rejected if it does not contain the completed anti-collusion affidavit.

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other contractors to put in a false or sham proposal; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from submitting a propose; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other contractors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City's

Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations.

2.18 NON-COLORADO ENTITIES

If Offeror is a foreign entity, Offeror shall comply with C.R.S. section 7-90-801, "Authority to transact business or conduct activities required," and section 7-90-802, "Consequences of transacting business or conducting activities without authority."

Before or at the time that the contract is awarded to an entity organized or operating outside the State of Colorado, such entity shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such entity must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. The entity shall also provide the City a certified copy of the designation of place of business and appointment of agent for service of process procured from the Colorado Secretary of State or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

2.19 PROCUREMENT RULES AND REGULATIONS

The Offeror shall follow the prequalification and pricing procedures contained in the City's Procurement Rules and Regulations.

All formal projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City Procurement Services Division website www.coloradosprings.gov/contracting. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations. It is the respondent's responsibility to advise the Contracting Specialist listed in these solicitation documents of any perceived discrepancies prior to the date and time the offer is due.

Additionally, the City's Standard Specifications and General Provisions apply to all construction related projects.

By submitting a proposal in response to this solicitation, Offerors understand that this solicitation will be awarded based on "Best Value" to the City of Colorado Springs as specified in **Section 3.0 - Proposal Content Requirements and Selection Criteria**.

No proposal will be accepted from, nor will a contract be awarded to, any Offeror who is in arrears to the City of Colorado Springs, Colorado, upon any debt or contract, or who is in default, as surety or otherwise, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City of Colorado Springs based on past performance.

Note: Any Offeror furnishing false or inaccurate information may be eliminated from consideration or have any resultant contract terminated for breach of contract.

2.20 SALES TAX

The selected Contractor shall apply with the Colorado Department of Revenue for a tax-exempt certificate for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable and included in the Offeror's proposal in all cases. The tax exempt project number and the exemption certificate only apply to County and State taxes when purchasing construction and building materials **to be incorporated in this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. In these instances, the purchase or rental is subject to the then current taxation rate.

The Offeror, Contractor and all subcontractors shall include in their unit prices City of Colorado Springs Sales and Use Tax on the work covered by the Contract, and other taxes as applicable.

Note: For all equipment, materials and supplies incorporated into the work purchased from vendors or suppliers not licensed to collect City Sales Tax (i.e. out of state suppliers, etc.), City Use Tax is due and payable to the City. The selected Contractor shall execute and deliver, and shall cause the Contractor's subcontractors to execute and deliver to the City Sales Tax Office, ST 16 forms listing all said equipment, materials and supplies and the corresponding use tax due, along with payment for said taxes unless already included in the unit price. Any outstanding taxes due may be withheld from the final payment due the Contractor and may result in suspension from proposing on City projects.

Forms and instructions can be downloaded at <https://coloradosprings.gov/cat/government/tax-information/sales-tax>. Questions can be directed to the City Sales Tax Division at (719) 385-5903.

The City of Colorado Springs Registration Numbers are as follows:

City of Colorado Springs
Federal I.D.: 84-6000573
Federal Excise: A-138557
State Sales Tax: 98-03479

2.22 PROMPT PAYMENT DISCOUNTS

The Offeror shall include information on discounts for prompt payment in its proposal. Discounts for prompt payment will not be considered in the evaluation of proposals. Any offered discount terms agreed to by City of Colorado Springs will form a part of the award, and payment will be discounted if made within the discount period indicated in proposal.

Colorado Springs determination of the discount payment period will be calculated from either the date of delivery of acceptance of goods, or the receipt of properly prepared invoice, whichever date is later. If the contractor has not placed a date on the invoice, the invoice date shall be the date Colorado Springs receives a completed invoice. Payment shall be considered to have been made on the date that appears on the payment check, or the specified payment date of an electronic funds transfer. When the discount date falls on a Saturday, Sunday, or legal holiday, payment shall be made on the following business day.

Section 3.0 - Proposal Content Requirements and Selection Criteria

3.1 PROPOSAL FORMAT

Proposal shall be written and shall focus upon the specific area of competence identified in the scope of this Request for Proposal for which Offeror is submitting a proposal. It is recommended that Offeror include concise, but complete, information about Offeror's firm emphasizing why the firm is uniquely qualified for this area of competence.

Proposals shall be in the format and sectioned as outlined below and shall be limited to no more than thirty (30) pages. **A page shall be defined as 8-1/2" x 11", single-sided with a minimum font size of 10 point.**

Resumes provided by the Offeror as required below shall be included as appendices to your proposal and will not be included in the 30-page limit. Additionally, forms included in **Section 6.0 – RFP Appendices** of this RFP that require signature and return with your proposals shall be included as appendices to your proposal and will not be included in the 30-page limit.

These forms include:

- Appendix 2 - Proposal Representations and Certifications
- Appendix 3 - Cost Proposal Form
- Appendix 4 - Exceptions Document
- Appendix 5 - Offeror Reference Form
- Appendix 6 - Minimum Insurance Requirements

"Short listed" firms, if applicable, may be required to make a formal in-person presentation to the selection committee.

3.2 PROPOSAL CONTENT AND SELECTION CRITERIA

The following is a summary of the items to be included in your proposal and shall be addressed in the appropriate section, following the outline and sequence indicated below. A maximum of **145 base points, plus up to 5 bonus points**, are available to be earned by the proposal during the Selection Committee's evaluation of their proposal. The sections to be scored, with the maximum number of points available per section, are indicated below. Refer also to **Section 6.0 – RFP Appendices, Appendix 1 – Proposal Evaluation Score Sheet**.

3.2.1 Company Background and Overview

Provide a brief history and overview of your company and its organizational structure. List any other names your company has used in the last five (5) years. At least one AMRL certified lab must exist in the City of Colorado Springs. Indicate if there are any lawsuits; federal, state or local tax liens; or any potential claims or liabilities pending against you, the firm, or the officers of the firm at this time.

3.2.2 Company Qualifications and Experience (maximum of 12 points)

Each Offeror shall demonstrate that they have satisfactorily provided products and performed similar work with companies, organizations or municipalities in the past and that no claims of any kind are pending against such work. No proposal will be accepted from an Offeror who is engaged on any work, which would impair its ability to perform or finance this work. All such work shall be disclosed in the proposal.

Submit a general description of your company's background and experience, on a company-wide basis, with projects similar to this RFP.

- a.) List the current and future projects under contract by your firm that are also being handled by the personnel that will be assigned to this project, including name, type, location, estimated construction cost, and percent of completion.
- b.) Discuss your firm's knowledge and experience in construction of governmental projects, specifically including any City of Colorado Springs projects.
- c.) Include any other information that you feel is appropriate to assist the Selection Committee in the review and selection process.

3.2.3 Personnel Qualifications and Availability of Staff & Resources (maximum 24 points)

- a.) Personnel Qualifications: Quality of personnel is of critical importance in the City of Colorado Spring's decision-making process for awarding this contract(s). Provide resumes demonstrating qualifications and experience for each of key personnel that are designated as:
 - Firm's assigned person (Program Manager/Contract Manager) to be in charge of this contract.
 - Testing Supervisor
 - Testing Technician
 - Inspectors
 - Sub-Contractors proposed for this contract. (Limited to less than 30% of the work as indicated in **Section 5.0 - Contract Documents, Exhibit C - Contract General Provisions**)
- b.) Availability of Staff and Resources: The Offeror shall demonstrate that it has the necessary staff and resources to take on immediate projects to ensure timely completion.

3.2.4 Proposal Narrative/Technical and Management Approach (maximum 44 points)

a) Technical area

The Offeror must explain its overall solution, considering the scope of work or statement of work provided. The content must include, but no necessarily be limited to, the following information.

1. Understanding of and Compliance with Technical Requirements

In the Technical Area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

- a. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations for a company in the industry?
- b. Does the proposal fully and completely address each requirement and goal of the Statement of Work?
- c. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule?
- d. Does the technical solution seem realistic?
- e. Does it generally appear that the offeror knows and thoroughly understands the business and requirement?
- f. Identify the skills, experience, and certifications relevant to the materials sampling and testing required for the Scope of Work?
- g. Identify the skills, experience, and certifications relevant to the inspections services required for the Scope of Work?

2. Project Approach

In the Technical Area, the Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish tasks as defined in the Statement of Work. Innovations, efficiencies, and detailed specifics are all encouraged. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

- a. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)?
- b. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?
- c. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high?

b) Management Area

The Offeror must explain its method of managing the work to be performed. The content must include, but no necessarily be limited to, the following information.

1) Program Management Controls

In the Management Area, the Offeror should provide a plan of operation, to include management of personnel, workload, schedule, and budget. It should also include an organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

- a. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system?
- b. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort?
- c. Does the plan and controls indicate that the offeror will obtain, keep, and efficiently utilize high quality personnel?
- d. Does the offer address corrective actions?
- e. Does the proposal explain how the offeror will remain within schedule and budget?

2. Past Performance/Relevant Experience and Key Personnel

In the Management Area, the Offeror should provide at least three references or contracts demonstrating that it successfully provided services/products same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

- a. Does the proposal include at least three references or past performance citations? Were they completed on schedule and within budget. Include contact name and phone number.
- b. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?
- c. Does the offeror explain how they were successful on the projects provided as past performance?
- d. Does the offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?

Key Personnel

In the Management Area, resumes must be provided for all personnel considered key, as required by the RFP. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions. Resumes do not count toward the page limitation.

- a. Does the offeror provide complete resumes, including education, experience, background information, accomplishments, certifications, and other pertinent information?
- b. Does the offeror provide a list and resumes for all key personnel, as required by the RFP?
- c. Do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently?
- d. Availability of Staff & Resources: Identify the availability of the personnel proposed for this project, based on an anticipated Notice to Proceed date of March 2016.
- e. Additional Availability of Staff: Indicate the offeror's ability to provide staff on Saturday, Sunday, holidays, and nights. Will proposed inspection staff be able to ramp up during the construction season?

3.2.6 Rate Schedule and Unit Pricing (maximum 60 points)

Cost Proposals (**Section 6.0 – RFP Appendices, Appendix 3 – Cost Proposal Form**) shall be completed and returned with your offer. Proposals received without the Cost Proposal Form will be determined non-responsive and will not be considered. The selected Offeror(s)' Cost Proposal forms will be incorporated into the Contract as **Contract Exhibit D - Unit Pricing Cost Schedule**, and shall be subject to additional price negotiations prior to execution of the contract, if required by the City. Unit Prices established as part of the Contract shall be firm and fixed for the first year of the contract. Should the City elect to renew the contract, any adjustment to the originally proposed rates shall be subject to review and approval by the City. Should alternative funding sources be used for additional work, separate contracts will be negotiated using the unit prices established as part of this Contract.

Although option year pricing is not required in the initial proposal, the resultant contract will include four renewal options. Maximum Option Year unit price increases will be capped at a not-to-exceed limit of three (3) percent (annually) or the Denver CPI, whichever is lower. If requested, if unit price quotes for any option year period exceed three (3) percent or (Denver CPI), the City reserves the right to re-solicit Requests for Proposals. The option years may be exercised or not exercised at the City's sole discretion, based on performance and any other relevant factors.

The City may offer additional on-call contracts for additional work funded from alternative sources, and shall be entitled use any Cost Proposals awarded under this RFP as the basis for unit prices for such additional work.

3.2.7 References (maximum 5 points)

Provide a list of clients and references, specifically including any clients whom you believe may be similar in nature to this RFP. Also include a list of current clients and current projects the firm is presently working on using the form provided in **Section 6.0 – RFP Appendices, Appendix 5 – Offeror Reference Form**.

Provide the names and locations of at least three (3) governmental projects that your organization has recently constructed in the State of Colorado, along with specific individuals whom we may contact for references.

3.2.8 Local Presence (maximum 5 bonus points)

The City of Colorado Springs highly encourages local businesses to submit proposals in response to this Request for Proposals. Businesses with a local presence, will receive a point advantage in the evaluation process. Offerors that have a local office within Colorado Springs will receive 5 bonus points to be added to the Offeror's over all evaluation score. Offerors that have a local office within El Paso County, but not in the City of Colorado Springs, will receive 3 points. Offerors having a Colorado in-state presence, but not a presence in the City of Colorado Springs or El Paso County, will receive 1 point. Out of state Offerors will not receive any points in this category.

Section 4.0 - Proposal Selection Committee and Award of Contract

4.1 SELECTION COMMITTEE

A Selection Committee will screen all proposals. Proposals will be scored and ranked according to evaluation criteria, as outlined in **Section 3.0 - Proposal Content Requirements and Selection Criteria**. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify participating firms, in writing, if their proposals are deemed to be unacceptable. Those firms offering proposals deemed to be acceptable by the City may be evaluated by the Selection Committee.

The Selection Committee may determine it necessary to require “oral presentations/interviews” with the “short listed” firms considered to be in the competitive range. If oral presentations/interviews are conducted, they will also be scored or ranked. The Selection Committee may request revisions to the proposal from each of the proposers at the conclusion of the interviews. However, if it is determined necessary to seek revisions to the proposals at the conclusion of interviews, all proposers interviewed may be requested to submit revisions, and the revisions will be scored using the Proposal Evaluation Score Sheet found in **Section 6.0 – RFP Appendices, Appendix 3 - Proposal Evaluation Score Sheet**.

4.2 AWARD OF CONTRACT

The City reserves the right to award Contract(s) to the firm(s) that, through the selection process, are determined to be the “Best Value” to the City of Colorado Springs. “Best Value” does not necessarily mean “Best Price” or “Best Qualified”. It means the firm who is evaluated using the criteria indicated that has demonstrated their ability to meet all the requirements of this Request for Proposal in a manner that is most beneficial to the City of Colorado Springs. The City will select the firm(s), and a contract prepared by the City may be awarded to, the successful Offeror(s).

The City reserves the right to negotiate all elements of the submitted proposals to include price and other factors/issues offered by the firm submitting the proposal.

SECTION 5.0 – SCOPE OF WORK

SCOPE OF WORK

SCOPE OF SERVICES

To provide construction materials testing services and project inspections services for roadway related concrete, drainage and asphalt overlay projects throughout the City of Colorado Springs.

The intent of this RFP is to award a single contract to a FIRM for project inspection, concrete, asphalt and soils material testing services based on contractor resources/specialties (i.e. Concrete, Asphalt). This Contract will have the option to renew, at the City's sole discretion, for up to four (4) additional one (1) year periods.

SCOPE OF TESTING SERVICES

Materials Testing for all Concrete Repairs, Asphalt Overlay Programs and Soils Testing (ex. Pre-Overlay Concrete, Overlay Paving, Pipe Construction). All lab testing shall be performed by a current AMRL certified lab located in Colorado Springs. All testing and lab work shall be performed in the City of Colorado Springs. All testers shall have the appropriate certifications, as listed below, prior to performing any tests. Testing shall be performed in accordance with the Pikes Peak Regional Asphalt Paving Specifications and Project Special Provisions for all of these referenced Programs. The City may require additional testing or other services for adequate Quality Control or Quality Assurance, if deemed necessary.

GENERAL SCOPE

PRE-OVERLAY CONCRETE PROGRAM

This work consists of spot removal and replacement of sidewalks, street cross pans, pedestrian ramps, curb and gutter, curb returns, driveways, asphalt patching and patterned concrete throughout the City of Colorado Springs. This work will be performed year round. There will be approximately seven (7) concrete contractors with multiple crews working simultaneously completing this work.

RESURFACING PROGRAM

This work consists of surface milling to specified depths and placement of Asphalt Overlay materials on various streets throughout the City of Colorado Springs. These contractors may employ multiple crews and have the option to perform work at night. This work begins approximately in May and is completed on or about October of each year.

1 PRE-OVERLAY PIPE PROGRAM (SOILS)

This work consists of removal and installation of storm drain systems including backfill and compaction of selected base course material throughout the City of Colorado Springs. This work will be performed year round by multiple contractors.

MATERIAL SAMPLING & TESTING

ALL CONCRETE PROGRAMS

This will require concrete testing staff to perform the following tests on a daily basis in the field in support of up to seven (7) contractors running multiple crews, when requested by the inspectors:

- Air Content Test ASTM C231
- Concrete Slump Test ASTM C143
- Concrete Unit Weight Test ASTM C138
- Water Cement Ratio (visually verify)
- Concrete Temperature (visually verify)
- Concrete Compression Testing of Cylinders ASTM C39 (this test is not used on a regular daily basis and is only performed in the lab).

Air Content, Slump, Unit Weight, Water Cement Ratio and Concrete Temperature tests will be required to be performed on-site with the concrete truck and contractor awaiting the results before proceeding with the actual pour. All data shall be recorded on a record data sheet. See attached "Summary of Concrete Test Results" form (Attachment 1A). It is imperative that the testers respond promptly when requested by the inspection staff. Normally, a 24-hour advanced notice will be given to the testing firm with the location and time required for the test. **Results must be given verbally ASAP (within 10 minutes maximum) at the site after the concrete truck has arrived.** It is important that the same testers be used on a daily basis to assure continuous coordination with the inspection staff.

All equipment, including all lab equipment, must be located in Colorado Springs. All equipment and lab facilities must have current AMRL Certification.

The testers shall be ACI Concrete Tech Grade I Certified at a minimum and have a current valid Colorado driver's license.

ASPHALT OVERLAY

This work begins on or about April and continues until approximately October weather permitting. There will be multiple Asphalt Paving Contractors completing this work. Contractors may be running multiple crews. This will necessitate a minimum staff required to collect and deliver daily material samples per shift to be tested for: AC Oil Content, Aggregate Gradation, Percent Air Voids, and Maximum Specific Gravity and Voids in Mineral Aggregate. In addition to taking daily samples, compaction testing shall be performed at approximately 1:00 PM each day using a #3430 TROXLER nuclear gauge (CP-81). Each time, when cumulative tonnage quantities reach 10,000 tons, a Lottman test shall be required as well. Section 2.3.3 below for a specific list of tests.

Results of all these tests shall be summarized on reporting forms (Attachment 1B) on a daily basis (24 hours maximum) and electronically sent to the Program Manager. It is important that the same tester be used on a daily basis to assure continuous and consistent coordination with the inspection staff and contractor to assure consistency and accuracy in the testing lab.

2 PRE-OVERLAY PIPE PROGRAM (SOILS)

This work will be performed year-round utilizing multiple contractors. This will require a staff capable of supporting multiple contractors on a daily basis, as needed. Compaction testing for pipe installation will be the primary form of testing required.

- Soils Compaction (ASTM T99)
- Soils Gradation (ASTM D6913)
- Pipe Deflection acceptance testing (ASTM D3034 and F679)

TESTING PERSONNEL QUALIFICATIONS FOR ASPHALT OVERLAY AND CONCRETE PROGRAMS

TESTING SUPERVISOR QUALIFICATIONS

The person responsible for Acceptance or Quality Control sampling and testing shall be identified. This person must possess the following qualifications, as applies to the contract assignment, prior to starting the work:

- Registration as a Professional Engineer in the State of Colorado
- Level A, B and C certifications from the CAPA / CDOT Laboratory for Certification of Asphalt Technicians (LabCAT)
- ACI Level 1
- WAQTC Embankment and Base Testing Technician Certification
- Current valid Colorado driver's license

TESTING TECHNICIAN QUALIFICATIONS

The Technicians taking samples and performing tests must have had at least one year experience with asphalt pavement under direct supervision of the above listed personnel and shall be identified. In addition, Technicians must possess the following qualifications, as applies to the contract assignment, prior to the start of the project:

- Level A certification from the CAPA / CDOT Laboratory for Certification of Asphalt Technicians (LabCAT)
- WAQTC Embankment and Base Testing Technician Certification
- Current valid Colorado driver's license

Concrete Testing Technician shall have at least one (1) year experience with concrete testing under direct supervision of a Supervisor who shall be identified. In addition, concrete technicians must possess the following certification prior to the start of the project:

- ACI Level 1
- Current valid Colorado driver's license.

ASPHALT OVERLAY TESTING AND FREQUENCIES

The following tests and frequencies will be performed based on Project Specifications:

- 1.) Field correction factor for nuclear gauges with contractor's gauges for asphalt compaction CP-82
- 2.) Correlation factor for nuclear gauges for AC binder content ASTM D-4125
- 3.) Asphalt densities using Troxler #3430 Gauge CP-81
- 4.) Aggregate gradations using ignition oven T-27
- 5.) Asphalt Content using ignition oven T-308
- 6.) Asphalt Content using AC nuclear gauge T-287
- 7.) Mechanical Analysis of Extracted Aggregates T-30
- 8.) Percent Air Voids T-269
- 9.) Maximum Specific Gravity T-209
- 10.) Voids in Mineral Aggregate T-312
- 11.) Lottman CP-L-5109
- 12.) LA Abrasion T-96
- 13.) Gradation AASHTO-M-43
- 14.) Soils Compaction ASTM T-99

Note: All testing equipment, including all lab equipment, shall be located in Colorado Springs. It will not be acceptable to send material samples to a lab located outside of the City of Colorado Springs.

REPORTING TEST RESULTS

See attached samples of reporting forms for all Asphalt and Concrete properties (Attachments 1A, 1B, and 1C). Test results reporting shall be separated by program and funding source, and shall be sent electronically on a daily basis to the appropriate Program Manager.

Each tester shall maintain a daily diary for each day the tester performs work at the project.

FEE PROPOSAL/SCHEDULE

TESTING FEES

Complete Cost Proposal Appendix 3, which lists all tests referenced which will be required during the yearly construction season. Please list unit prices for each test that will be performed in the lab. All costs for lab staff, materials and supervision must be included in the unit prices submitted. No separate payment will be made for overhead, management or administration costs.

Invoices and test results reporting shall be identified as 2C funded program work. Testing firm shall submit invoices for all work performed by the 25th of each month for processing.

CONTRACTOR NOTIFICATION

It is imperative the testing lab keep open communications with the contractor and Program Manager to advise of failing test results immediately (same day), once discovered.

SCOPE OF INSPECTION SERVICES

To provide multiple experienced field construction inspectors for oversight on roadway related concrete and drainage projects and roadway resurfacing projects and general engineering projects as needed by the City. The selected FIRM is required to provide each inspector at a minimum with daily transportation, PPE as required, smart level, measuring wheel, tape measure, cell phone, digital camera, computer/lap top or equivalent for day-to-day inspection tracking, reporting and associated work activities.

Minimum staffing needs are anticipated as follows but subject to change based on contractor production and available resources:

<u>Type</u>	<u>Quantity</u>
• Milling	two (2) inspectors
• Paving	four (4) inspectors
• Concrete	eight (8) inspectors
• Pipe	one (1) inspector
• Roadway Inspector	four (4) inspectors

GENERAL SCOPE

Construction Inspection services shall include, but are not limited to:

Engineering Projects:

Perform technical preliminary, interim, and final construction inspections for civil engineering projects including but not limited to roads, streets, appurtenant structures, catch basins, storm basins, bridges, drainage facilities, sidewalks, curbs, gutters, grading, and erosion control.

Pre-Construction Phase:

- Perform review of project specifications.
- Attend pre-construction meetings and present special concerns, if any.

Construction Phase:

- Review specifications and other contract and construction-related documents. Become familiar with traffic control plans, construction schedules and permit requirements from other agencies as required.
- Daily photographs during each phase of construction (before, during, after).
- Notify construction contractors of non-compliance and other potential issues as soon as they are discovered and provide guidance on course of action to correct.
- Provide accurate measurements of work. Calculate weekly production rates.
- Provide complete forms with measurements and calculations to administration for progress payments.
- Maintain daily diaries recording site summary of jobsite and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; major incidents/safety violations. Daily diaries shall be submitted to City upon project completion.
- Review construction progress schedules on a regular basis; verify schedules are on track with project milestones and stated production rates; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.
- Monitor contractor's compliance with established safety program, respond to deficiencies and hazards.
- Review materials testing results to verify compliance with specifications.
- Monitor contractors' utility coordination to minimize project conflicts and delays.
- Verify contractor coordination with adjacent businesses/residents during construction.
- Assess traffic control set up and verify on-site copy of approved traffic control plan.
- Observe construction safety, public safety and convenience.
- Monitor compliance with the City's Drainage Criteria Manual (current edition) and applicable permits.
- Monitor compliance with all other local, state, and federal laws and regulations.

Post-Construction Phase:

- Issue preliminary and final punch list, including schedule for punch list completion. Monitor
- Follow through with contractor until completion of all punch list items.
- Deliver all project files to City. Copy of daily check sheets, journal entries, CD of daily job-site pictures.
- Upon project completion, conduct final inspection and walk-thru with contractor.

MINIMUM QUALIFICATIONS

Education and Experience

- High School diploma/GED supplemented by specialized training in a related field
- 3 Years' experience in Public Works construction and inspection or equivalent

- Combination of education and experience
- Valid Colorado state driver's license

Special Requirements

- ACI Grade 1 Concrete Field testing Technician or equivalent
- LABCAT Level I Asphalt Inspector or equivalent
- APWA Certified Infrastructure Inspector or equivalent

Desired Knowledge, Skills and Abilities

- Working knowledge of public works inspection, concrete form inspection, roto-milling operations, HMA/WMA A.C. placement; knowledge of contract administration and pay estimates; knowledge of soils properties related to trench backfill and road subgrade; working knowledge of basic surveying and surveying methods; knowledge of storm drains, culverts, appurtenant structures, curbs, sidewalks, ADA compliant pedestrian access; work zone safety and OSHA & ATSSA requirements

- Ability to read and interpret plans and specifications; ability to establish and maintain effective working relationships with employees, contractors, other departments and the public; ability and willingness to follow written and oral instructions; ability to communicate effectively in English, both orally and in writing.

- Work is performed in a construction site/office environment with potential exposure to extreme weather conditions and possible work around heavy equipment and vehicles. This position requires the ability to stand and walk extensively and lift up to 50 pounds occasionally.

HOURLY RATES

Please quote an hourly unit rate and an hourly overtime unit rate for each individual to perform testing, sampling and inspections in the field as described. This unit hourly rate, per individual, shall include the use of all tools, forms, equipment and supervisory personnel necessary to perform the testing, sampling and inspections required in the field as described above. No separate payment will be made for vehicle or cell phone usage. Include these items in the unit hourly rate.

ATTACHMENT 1B: SAMPLE OF 2016 AC CONTENT. AIRVOIDS VMA GRADATION TESTING FORM

**TESTING FIRM:
CITY OF COLORADO SPRINGS**

Lab Test #
Date:
Grid:
Project Location:
Mix Design #
Supplier:
Contractor:

Mix Design Parameters:

Ndes:
Optimum %AC
Binder:
Maximum Sp G

Truck#	
Ticket#	
Sample#	
Total Tons	

Summary of Superpave Volumetric Testing Results

AC Content by Ignition Oven (T308)
Percent Air Voids @ Ndes (T269)
Voids in Mineral Aggregate

Design	Results	Specification	Failing

Rice Value:

BSG of Puc ks

Sieve Analysis:

	Job Mix	Results	Failing	Action Specs	Suspension
1"					
3/4"					
1/2"					
3/8"					
#4					
#8					
#16					
#30					
#50					
#100					
#200					

REMARKS:

ATTACHEMNT 1C: SAMPLE OF ASPHALT COMPACTION TEST FORM

Testing Firm:			
CITY OF COLORADO SPRINGS			
Grid #	Tested by:	Project Location:	
Item:	Grading:	Gage No.:	Contractor:
Date:			
Test Number: Asphalt Lift:	Test Number: Asphalt Lift:	Test Number: Asphalt Lift:	Test Number: Asphalt Lift:
Test Location:	Test Location:	Test Location:	Test Location:
Average of Tests:	Average of Tests:	Average of Tests:	Average of Tests:
Correction Factor:	Correction Factor:	Correction Factor:	Correction Factor:
Adjusted Field Density:	Adjusted Field Density:	Adjusted Field Density:	Adjusted Field Density:
Laboratory Max. Density:	Laboratory Max. Density:	Laboratory Max. Density:	Laboratory Max. Density:
% Relative Compaction:	% Relative Compaction:	% Relative Compaction:	% Relative Compaction:
Notes:			

SECTION 6.0 – RFP APPENDICES

APPENDIX 1

PROPOSAL EVALUATION SCORE SHEET

Evaluator Name: _____		Maximum Points Possible	Score
Proposal Scoring			
Criteria	Elements		
3.2.2	COMPANY QUALIFICATIONS AND EXPERIENCE (Maximum 12 points)	12	
1	Was a general description of firm background and experience, on a company-wide basis, with accounts similar to this RFP included?		
2	Are current projects and future projects listed?		
3	Was knowledge and experience in construction of governmental projects, specifically including any City of Colorado Springs projects, demonstrated? Does the City have experience with the Offeror? Was it positive?		
3.2.3	PERSONNEL QUALIFICATIONS AND AVAILABILITY OF STAFF AND RESOURCES (Maximum 24 points)	24	
a	Did the firm list personnel that have the qualifications and experience required and include resumes?		
	a. Program Manager/Contract Manager to be in charge of this contract.		
	b. Testing Supervisor		
	c. Testing Technician		
	d. Inspectors		
	e. Sub-Contractors proposed for this contract.		
b	Does the Offeror have the necessary staff and resources to successfully complete the project if awarded?		
3.2.4	PROPOSAL NARRATIVE TECHNICAL/MANAGEMENT APPROACH (Maximum 44 points)		
	NARRATIVE	14	
a	Firm understanding of the requirements		

b	Does the proposal fully/completely address each requirement?		
c	Does the proposal provide solutions?		
d	Does the technical solution seem realistic		
e	Does the offeror appear to understand the business and requirements?		
f	Does the proposal identify skills relevant to the materials sampling and testing Scope of Work?		
g	Does the proposal identify skills relevant to the materials sampling and testing Scope of Work?		
	PROJECT MANAGEMENT	6	
a	Does the proposal include a complete plan to accomplish each requirement		
b	Does the proposal demonstrate that appropriate personnel & equipment		
c	Is the proposed level of effort directed toward each requirement?		
	MANAGEMENT AREA	10	
a	Does the proposal address the issues		
b	Are program management controls consistent with technical		
c	Does the plan & controls indicate obtain/utilize high quality personnel?		
d	Does the Offeror address corrective actions?		
e	Does the proposal explain how stay within budget?		
	PAST PERFORMANCE/RELEVANT EXPERIENCE KEY PERSONNEL	8	
a	Does the proposal include at least 3 reference of past performance		
b	Are they relevant to this requirement		
c	Does the offeror explain success of references		
d	Is the provided references/performance presented to demonstrate added value?		
	KEY PERSONNEL	6	
a	Did the offeror include resumes, education experience, etc.		
b	Resumes of all Key Personnel included		
c	Do the resumes demonstrate adequate prof, tech, and mgmt. levels		
3.2.6	RATE SCHEDULE & UNIT PRICING (Maximum 60 points)		
1	Rank from lowest to highest (Lowest will receive 35 points, second lowest 25 points, third lowest 15 points, and all others 0 points.	35	
2	Is cost realistic, fair, and reasonable?	25	

3.2.7	REFERENCES (Maximum 5 points)	5	
1	Does proposal include at least 3 references for past performance?		
2	Are references relevant to this proposed project and are checked references favorable?		
SubTotal	Base Points	145	
3.2.8	LOCAL PREFERENCE BONUS (Maximum 5 bonus points)	5	
	5pts if Offeror has an office in Colorado Springs. 3pts if Offeror has an office in El Paso County (not Colorado Springs). 1pt if Offeror has an office in the State of Colorado (not in Colorado Springs or El Paso County). 0 points if Offeror is out of state		
GRAND TOTAL		150	

APPENDIX 2 PROPOSAL REPRESENTATIONS AND CERTIFICATIONS

1. Principal place of Business:

Does Offeror have an established office or facility in Colorado Springs? Yes___ No___

If yes, indicate address below if different than Principal place of Business.

Colorado Springs facility - Year established _____ % of Services that will be provided from this location

_____ %

2. ___ The ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements appendix. (It will be necessary that this certificate reflect the City of Colorado Springs as an Additional Insured as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies: Yes___ No___

Your property and liability insurance company is licensed to do business in Colorado:

Yes___ No___

Indicate the name of your property and liability insurance company here:

Name: _____

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes___ No___

Worker's Compensation Insurance is carried for all employees and covers work done in Colorado. Yes___

No___

2. N/A One (1) copy of the current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.

Provide a response to the following: Are any lawsuits; federal, state or local tax liens; or any potential claims or liabilities pending against you, the firm, or the officers of the firm at this time?

Yes___ No___

If yes, provide details on a separate sheet and attach to your proposal.

3. ___The completed and signed proposal. (Proposals must be identified according to the outline of this RFP document.) All required Appendices are attached.

The Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or the Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

Offeror has delegated _____ as the Offeror's representative and contact for all questions or clarifications in regard to this offeror. Telephone # (____) _____ E-mail: _____.

The undersigned acknowledges and understands the terms, conditions, Specifications and all Requirements contained and/or referenced and are legally authorized by the Offeror to make the above proposal statements or representations.

(Name of Company) (Signature)

(Address) Date

(City, State and Zip) (Telephone Number)

(Name typed/Printed) (Title) (E-Mail Address)

FEDERAL TAX ID # _____

This Company Is: Corporation___ Individual___ Partnership___ LLC___

Offeror hereby acknowledges receipt of the following amendments, if applicable (Offeror agrees that it is bound by all Amendments identified herein)

AMENDMENT #1_____ DATED:_____

AMENDMENT #2_____ DATED:_____

AMENDMENT #3_____ DATED:_____

Please Note the attached Representations and Certifications Form must be initialed in the spaces provided and returned with this certification.

REPRESENTATIONS AND CERTIFICATIONS

1. INSURANCE REQUIREMENTS

This firm shall comply with all insurance requirements and will submit the Insurance Certificates prior to performance start date. If limits are different from the stated amounts, Contractor shall explain variance. Certain endorsements and "additionally insured" statements may require further clarification and specific statements on a project specific basis and should have been described in the Contractor's proposal.

Initials for 1

2. ETHICS VIOLATIONS

- a) Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this clause in its own operations and direct business relationships.
- b) Offeror certifies the Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations
- c) When the Offeror has reasonable grounds to believe that a violation described in this clause may have occurred, the Offeror shall promptly report the possible violation to the City Contracts Specialist in writing.
- d) The Offeror must disclose with the signing of this proposal, the name of any officer, director, or agent who is also an employee of the City and any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches.
- e) In addition, the Offeror must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracts Specialist.
- f) The Offeror shall not engage in providing gifts, meals or other amenities to City employees. The right of the Offeror to proceed may be terminated by written notice issued by City Contracts Specialist if Offeror offered or gave a gratuity to an officer, official, or employee of the City and intended by the gratuity to obtain a contract or favorable treatment under a contract.
- g) The Offeror shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the Contractor will properly compensate the City.
- h) The Offeror agrees to incorporate the substance of this clause (after substituting "Contractor" for "Offeror") in all subcontracts under this contract.

Initials for 2

3. ILLEGAL ALIENS

If Offeror has any employees or subcontractors, Offeror shall comply with § 8-17.5-101, et seq., C.R.S. regarding Illegal Aliens – Public Contracts for Services, and this section of this Agreement. 8-17.5-102 includes, in part, that:

- 1. Offeror shall not:
 - a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
 - b. Enter into a contract with a subcontractor that fails to certify to Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- 2. Offeror has verified or attempted to verify that Offeror does not employ any illegal aliens and, will participate in the E-Verify Program or State Department program in order to confirm eligibility of all employees who are newly hired to perform work under public contract for services.

3. Offeror will not use E-Verify Program or State Department program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
 - a. If Offeror obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Offeror shall:
 - i. Notify the subcontractor and the City within three days that Offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - ii. Terminate the subcontract with the subcontractor if within three days of receiving such notice., the subcontractor does not stop employing or contracting with the illegal alien. However, the Offeror shall not terminate the contract with the subcontractor if during this three day period:
 1. The subcontractor provides information which establishes that the subcontractor has not knowingly employed or contracted with an illegal alien, and
 2. The Offeror will not employ the illegal aliens in the performance of any City contract.
 - b. Offeror shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
 - c. If Offeror violates this provision, the City may terminate the Agreement for a breach of contract. If the Agreement is terminated, the Offeror shall be liable for actual and consequential damages.

Initials for 3

4. COOPERATION WITH OTHER CONTRACTORS

Other City activities/contracts may be in progress or start during the performance of this contract. The Offeror shall coordinate the work harmoniously with the other contractors or City personnel.

Initials for 4

5. INTERNET USE

Should the Offeror require access to City Internet resources in the performance of this requirement, a "Contractor's Internet Use Agreement" form must be separately signed by each individual having access to the City Network. The completed Contractor's Internet Use Agreement will be maintained with this agreement. Inappropriate use of the City Network will be grounds for immediate termination of any awarded contact.

Initials for 5

6. LITIGATION

If awarded the contract, Offeror shall notify the City within five (5) calendar days after being served with a summons, complaint, or other pleading in any matter which has been filed in any federal or state court or administrative agency. The Offeror shall deliver copies of such document(s) to the City's Procurement Services Manager. The term "litigation" includes an assignment for the benefit of creditors, and filings of bankruptcy, reorganization and/or foreclosure.

Initials for 6

7. CONTRACTOR'S REGISTRATION INFORMATION

Offeror's firm verifies and states that they are (check all that apply):

- _____ Small Business
- _____ Minority Owned Business/Small Disadvantaged Business
- _____ Woman Owned Business
- _____ Veteran Owned Business
- _____ Service-Disabled Veteran Owned Business
- _____ HUBZone Business

Initials for 7

8. CONTRACTOR PERSONNEL

- a) The Offeror shall appoint one of its key personnel as the "Authorized Representative" who shall have the power and authority to interface with the City and represent the Offeror in all administrative matters concerning this proposal and any awarded contract, including without limitation such administrative matters as correction of problems modifications, and reduction of costs.
- b) The Authorized Representative shall be the person identified in the Offeror's Proposal, unless the Offeror provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracts Specialist from the Authorized Representative shall be deemed to have been received from the Offeror.
- c) The Offeror shall appoint a "Point of Contact" (POC) who shall be responsible for the day-to-day management and supervision of the contract performance. Before commencing the contract, the Offeror shall provide the City in writing with information regarding how to contact the POC including, for example, his or her name, telephone number, facsimile number, pager number, if any, address, and information relating to other means of communication.

The individual, _____ (Name)
with position, _____ (Title)
Can be reached at
Work telephone number: _____
Home telephone number: _____
Cellular telephone number: _____
E-mail address: _____

Initials for 8

9. CONTRACTOR'S ACCEPTANCE OF CREDIT CARD PAYMENT METHOD

The Offeror hereby agrees to accept payment using the City's VISA card program. Offeror must submit any necessary paperwork that the City Contracts Specialist needs to complete and return.

Initials for 9

10. OFFEROR'S CERTIFICATION

The undersigned hereby affirms that:

- a) He/She is a duly authorized agent of the Offeror;
- b) He/She has read and agrees to the City's standard terms and conditions attached.
- c) The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.
- d) The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its proposal.
- e) By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.

I hereby certify that I am submitting the proposal based on my company's capabilities to provide quality products and/or services on time.

Initials for 10

11. CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:

- 1. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals
 - a. Are (), Are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - b. Have (), Have not (), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and
 - c. Are (), Are not () presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in any paragraphs above.
- 2. The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
- 3. The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace The awarded Contractor.

Initials for 11

12. ACCEPTANCE OF CITY CONTRACTS SPECIALIST'S SOLE AUTHORITY FOR CHANGES

The Offeror hereby agrees (if awarded a contract for this effort), that any changes to the scope of work, subsequent to the original contract signing, shall be generated in writing and an approval signature shall be obtained from the City Contracts Specialist prior to additional work performance

Initials for 12

APPENDIX 3 COST PROPOSAL FORM

The undersigned declares that it has carefully examined the proposal information and the complete solicitation, (The term "solicitation" means the complete RFP) in submitting a proposal for "**CITY OF COLORADO SPRINGS OPERATIONS AND MAINTENANCE DIVISION 2016 MATERIALS TESTING AND INSPECTION SERVICES**". Offeror's signature will be considered the Offeror's acknowledgment of understanding and ability to comply with all items in this solicitation.

The Offeror's signature will be considered the Offeror's acknowledgment of understanding and ability to comply with all items in this solicitation. If an Offeror makes any changes or corrections to the proposal documents (such as white out, or writing over a figure, etc.) such changes or corrections must be initialed and dated by the person signing the offer prior to its submittal.

The undersigned certifies that he/she has the necessary experienced manpower & equipment and has past experience performing major municipal or other governmental work.

TOTAL OFFER will be evaluated and awarded as follows: The City of Colorado Springs intends to award a contract based on RFP response and evaluation. Each offeror must provide pricing for each area listed in the following documentation.

Supplemental Proposal Notes: (if applicable)

1. Offeror must submit prices for every item listed below.

2016 COST PROPOSAL FORM

APPENDIX 3

CONCRETE MATERIAL SAMPLING & TESTING				
Item No.	Description of Test	ESTIMATED Annual Qty	Unit	Unit Price
1C	Air Content Test ASTM C231	2600	EA	\$
2C	Concrete Slump Test ASTM C143	2600	EA	\$
3C	Concrete Unit Weight Test ASTM C138	2600	EA	\$
4C	Concrete Compression Testing of Cylinders ASTM C39 (this test is not used on a regular daily basis and is only performed in the lab).	50	EA	\$

PRE OVERLAY PIPE PROGRAM (SOILS)

Item No.	Description of Test	ESTIMATED Annual Qty	Unit	Unit Price
1P	Soils Compaction (ASTM T99)	30	EA	\$
2P	Soils Gradation (ASTM D6913)	30	EA	\$
3P	Pipe Deflection acceptance testing (ASTM D3034 and F679)	15	EA	\$

2016 COST PROPOSAL FORM
APPENDIX 3

ASPHALT MATERIALS SAMPLING AND TESTING				
Item No.	Description of Test	ESTIMATED Annual Qty	Unit	Unit Price
1	Field correction factor for nuclear gauges with contractor's gauges for asphalt compaction CP-82	10	EA	\$
2	Correlation factor for nuclear gauges for AC binder content ASTM D-4125	200	EA	\$
3	Asphalt densities using Troxler #3430 Gauge CP-81	200	EA	\$
4	Aggregate gradations using ignition oven T-27	200	EA	\$
5	Asphalt Content using ignition oven T-308	200	EA	\$
6	Asphalt Content using AC nuclear gauge T-287	200	EA	\$
7	Mechanical Analysis of Extracted Aggregates T-30	200	EA	\$
8	Percent Air Voids T-269	200	EA	\$
9	Maximum Specific Gravity T-209	200	EA	\$
10	Voids in Mineral Aggregate T-312	200	EA	\$
11	Lottman CP-L-5109	200	EA	\$
12	LA Abrasion T-96	200	EA	\$
13	Gradation AASHTO-M-43	200	EA	\$
14	Soils Compaction ASTM T-99	100	EA	\$

2016 COST PROPOSAL FORM

APPENDIX 3

Item No.	Description of Personnel for Inspection Services	Unit	Unit Price
1PE	Testing Supervisor	HR	\$
2PE	Testing Technician	HR	\$
3PE	Inspector	HR	\$
1PEO	Testing Supervisor-overtime rate	HR	\$
2PEO	Testing Technician-overtime rate	HR	\$
3PEO	Inspector-overtime rate	HR	\$

APPENDIX 4 EXCEPTIONS DOCUMENT

Print the words "no exceptions"(here) _____ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

Note: All Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Some terms and conditions are simply not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

Company Name: _____

Authorized Signature: _____ Date: _____

Printed Name/Title: _____

Return this form with your Proposal.

APPENDIX 5 OFFEROR REFERENCE FORM

Provide a list of clients and at least three (3) references, specifically including any clients whom you believe may be similar in nature to the City of Colorado Springs.

List of Clients:

Include name of client, contact person, address, and phone number(s).

References:

Return this form with your Proposal.

APPENDIX 6 MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City's solicitation package, Special Provisions or Standard Specifications.

1. X Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$500,000.

2. X Automobile Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.

3. X Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.

4. X The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, Builders' Risk Insurance in an amount sufficient to protect the contractor's and City's potential losses including any subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire Project at the site on a replacement cost basis without optional deductibles

5. N/A Professional Liability Insurance providing coverage for acts, errors or omissions committed or alleged to have been committed by architects and engineers arising out of the conduct of their professional practice. The coverage shall carry a project limit of \$500,000. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.

6. N/A Pollution Legal Liability Insurance for limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for bodily Injury, Personal Injury and property Damage. This coverage must include any losses arising from transit exposures and also include all costs associated with clean-up, containment, and disposal of any hazardous liquids or materials.

7. **Except for workers compensation, employer's liability insurance, and Professional Liability Insurance** the City of Colorado Springs must be named as an additional insured. Certificates of Insurance must be submitted before commencing the work and provide 30 days' notice prior to any cancellation except for 10 day notice with respect to non-payment of premium.

8. N/A Medical Malpractice Liability Insurance for limits not less than \$1,000,000 per occurrence.

9. X All coverage furnished by contractor is primary, and that any insurance held by the City of Colorado Springs Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance

(Name of Company)

(Signature) (Date)