

COLORADO MOUNTAIN COLLEGE



**Request for Proposal
Number #427-09**

**Spring Valley Campus
2009 Main Driveway Construction**

Due:
April 06, 2009

Deliver to:

Colorado Mountain College
Attn: Steve Boyd
Purchasing and Contracts Manager
831 Grand Avenue
Glenwood Springs, CO 81601

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ITB 427-09

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COLORADO MOUNTAIN COLLEGE
INVITATION TO BID #427-09
2009 Main Driveway Construction

I. INTRODUCTION

Colorado Mountain College (CMC) is a two-year public college established in 1967, and includes three residential campuses and eight commuter campuses. The Colorado Mountain College District covers all or part of thirteen counties in Colorado, encompassing 12,000 square miles.

Colorado Mountain College requests proposals from qualified firms to provide site grading, driveway construction, culvert and conduit installation, and construction of a short deceleration lane along County Road 114 at our Spring Valley campus. Copies of the bidding documents are available from Schmueser Gordon Meyer, Inc., 118 West 6th Street, Suite 200, Glenwood Springs, CO and may be obtained upon a non-refundable deposit of \$50. Questions pertaining to the project shall be accepted by Schmueser Gordon Meyer until March 27, 2009 at 5:00 P.M. Contact Lee Barger, 970.945.1004, or lee@sgm-inc.com.

II. TIMELINE

CMC reserves the right to modify this timeline at any time. Should the due date for proposals be changed, all prospective proposers shall be notified.

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|---|-------------------------|
| • Request for Proposals Released | March 16, 2009 |
| • Deadline for Questions and Clarifications from Candidates | March 27, 2009 |
| • Proposals Due Date | April 6, 2009 at 2pm MT |
| • Construction Window | TBD |

III. INSTRUCTIONS TO BIDDERS

Interested firms may obtain a copy of the bidding documents from Schmueser Gordon Meyer. Submittal details are included in the Project Manual.

IV. SELECTION CRITERIA (in no particular order of importance)

- A. Company Experience
- B. Bondable
- C. Schedule
- D. Pricing
- E. References

V. TERMS & CONDITIONS

- A. *Submittal Instructions:* All applications must be delivered to:

Colorado Mountain College
Attn: Steve Boyd, Purchasing Manager
831 Grand Avenue
Glenwood Springs, CO 81601
sboyd@coloradomtn.edu

on or before 2:00 Mountain Time, April 6, 2009. Bids should be submitted in a sealed envelope or sent electronically by email to sboyd@coloradomtn.edu with copies and supporting documents to follow via mail postmarked the same day. Colorado Mountain College cannot accept bids by fax.

- B. *Copies:* **Original bid plus 3 copies** must be submitted with appropriate supporting information in each copy.
- C. *Proprietary Information:* If you are submitting any information you consider proprietary, please clearly mark it "Proprietary Information." If the Purchasing Manager concurs, this information will not be considered public information. Pricing information cannot be considered proprietary.
- D. *Minority/Women-Owned Businesses:* No provision is made for minority or women-owned businesses. It is, however, the policy of the CMC Purchasing Department to make a special effort to solicit and encourage minority and/or women-owned business participation for purchases or contracts.
- E. *Signature Block:* All proposals must be signed by an authorized agent of your firm. Any firm or individual submitting a signed proposal shall be deemed to have read and understood all the terms, conditions, and requirements of this Request for Proposal.
- F. *Refusal:* CMC reserves the right to refuse any and/or all proposals, or any part thereof.

- G. *Withdraw Proposal:* You may withdraw your proposal at any time prior to the date and time set for closing.
- H. *Discussions/Negotiations:* CMC reserves the right to conduct discussions with proposers, to accept revisions of proposals, and to negotiate price changes at the sole discretion of the Purchasing Manager. During this discussion period, CMC will not disclose any information regarding proposal submittals. Upon the execution of the contracts, the proposals will become public record and contents will be disclosed upon request.
- I. *Award:* Awards shall be made to all responsible proposers whose submittals are determined to be advantageous to CMC based on the evaluation factors described above. Price, although a consideration, may not be the sole determining factor. CMC reserves the right to ask for the “Best and Final Offer”.
- J. *Pre-award Presentations:* The College reserves the right to require presentations from the highest-ranking proposers, in which they may be asked to provide additional information.
- K. *Protests:* Any actual or prospective bidder, offeror, contractor, or citizen who is aggrieved in connection with the solicitation or award of a contract may protest in writing to the Purchasing Manager. A protest shall be submitted within three (3) working days after the aggrieved person knows, or reasonably should have known, the facts giving rise to the protest. Protest procedure time limit may be extended upon mutual agreement of the Purchasing Manager and the aggrieved party.

Protestors may file a protest on any phase of solicitation, bid, proposal, or award, including but not limited to procedure, specification, or award.

The written protest shall include, at a minimum, the following: The name and address of the protestor, appropriate identification of the procurement document, a statement of the reasons for the protest and any available exhibits, evidence, or documents substantiating the protest.

The Purchasing Manager shall provide a written determination to the protestor within three (3) working days after receiving all relevant requested information. In the event that such written response from the Purchasing Manager sustains the prior position of the College, the protestor may resubmit the protest to the Executive Vice President of Operations and Innovation within three (3) working days after receipt of the written ruling by the Purchasing Manager. Both response and appeal procedure time limits may be extended upon mutual agreement.

- L. *Contract:* The successful proposer is expected to enter into a standard contract with Colorado Mountain College.
- M. *Indemnification:* Successful bidders shall indemnify and save CMC harmless, to the extent permitted by law, from any and all claims, demands, suits, and actions which may arise from errors or omissions caused by the bidder in conjunction with its contractual

obligations including, but not limited to, obligations for the preparation of any and all documents required by CMC in conjunction therewith, and shall defend all suits, in the name of CMC when applicable, and shall pay all costs and judgments which may issue thereon.

N. *Insurance:* Successful bidders shall have their insurance company send the CMC Purchasing Department a currently in-force Certificate of Insurance which indicates that insurance coverage has been obtained, including professional liability, which meets the minimum requirements as are required by Colorado law for work performed by the bidder. "Colorado Mountain College" shall be named as an additional insured. The bidder shall be responsible for notifying the CMC Purchasing Department of any modification to, or cancellation of, these policies during the contractual period; including, but not limited to, any pending or paid claims against the aggregate amount of the policy.

O. *Illegal Aliens:* By submitting a bid, a bidder certifies pursuant to C.R.S. § 8-17.5-102(1) that, at the time of bid submission, it does not knowingly employ or contract with an illegal alien and that the contractor has participated or attempted to participate in the Basic Pilot Program that is administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.

P. *Limitation of Multiple-Fiscal Year Obligations:* All financial obligations of Colorado Mountain College (CMC) under this contract subsequent to the fiscal year in which signed are contingent upon funds for this purpose being appropriated, budgeted, and otherwise made available by the CMC Board of Trustees. This contract shall not be deemed to create any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever for purposes of Section 20(4) (b) of the State Constitution (Amendment 1).

VI. SIGNATURE BLOCK

Note: Please return this page with each copy of your bid.

The undersigned, an authorized agent of his/her company, hereby certifies:

- () the receipt of _____ addendums,
- () familiarization with all terms, conditions, and specifications herein stated,
- () vendor is qualified to perform work and services as bid,
- () that the bid is valid until _____ (date).

Company Name

Authorized Signature

Mailing Address

Printed Name

City, State, Zip Code

Title

Federal Employer ID Number

Phone Number

Type of Entity (S-Corp, LLC, etc?)

Fax Number

Web Site, if available

Email Address