

COLORADO MOUNTAIN COLLEGE



**Request for Proposal
Number #428-09**

**Spring Valley Campus
Water Improvement Project**

Due:
April 13, 2009

Deliver to:

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

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RFP 428-09

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COLORADO MOUNTAIN COLLEGE
INVITATION TO BID #428-09
Spring Valley Water Improvement Project

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 invites qualified firms to bid on our Spring Valley water improvement project. The scope of the project includes fixing/replacing distribution lines from the pump house to campus and replacing an existing tank with a million gallon tank.

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.

- | | |
|---|---------------------------|
| • Invitation to Bid Released | March 20, 2009 |
| • Mandatory pre-bid on-site walk through | March 30, 2009 |
| • Deadline for Questions and Clarifications from Candidates | April 6, 2009 |
| • Proposals due date | April 13, 2009 at 5:00 PM |
| • Construction window | May 23 – Oct 31, 2009 |

III. INSTRUCTIONS TO BIDDERS

Interested firms must have a representative present at the mandatory pre-bid walk through scheduled for March 23, 2009. This will occur promptly at 11:00 AM at the Spring Valley Campus. The address is 3000 County Road 114, Glenwood Springs, CO 81601. Please call our Purchasing Office at (970) 947-8402 or email sboyd@coloradomtn.edu to register for the walk through by Friday, March 27th at 5:00 PM and provide your name, company name, preferred phone number and email address. We will gather at the Veterinary Tech center. To get there travel up County Road 114 and turn LEFT at the main turnoff to the college, (you would turn RIGHT to enter the main campus). There will be signage posted to assist you. We will meet for a short briefing in a classroom and head to the tank site together from there.

You may request the specs and plans for a \$65 production fee from:

Dan Dennison
High Country Engineering, Inc.
1517 Blake Street
Glenwood Springs, CO 81601
(970) 945-8676
ddennison@hceng.com

Qualified firms must return a completed Bid Sheet for ITB 428-09, a proposed timeline, and the completed signature block from this document. Please also provide at least three professional references from similar work, a copy of your liability insurance certificate and resumes of relevant management if available. You may download and populate the Excel spreadsheet provided, or print it out and fill it in manually. Questions may be directed to our campus contact, Dave Reker at (970) 947-8202 or dreker@coloradomtn.edu; or to our college-wide Director of Facilities, Sam Skramstad at (970) 947-8406 or sskramstad@coloradomtn.edu.

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

- A. Company Experience
- B. Experience of personnel involved in project
- C. Performance bondable to full amount of project
- D. Quality of bid
- E. Schedule
- F. Pricing
- G. 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 5:00 Mountain Time, April 13, 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 postmarked the same day. Colorado Mountain College cannot accept bids by fax.

- B. Copies:* Electronic bids are encouraged but not required. **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