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**IHOP –PLN040 Montezuma County Attainable Housing Strategy
Request for Proposals (RFP) #22-01 PLN
Montezuma County Planning Department Economic Development Division**

Procurement Contact: James Dietrich
Email Address: jdietrich@co.montezuma.co.us
Telephone Number: 970-565-7402

Proposals Due; Wednesday August 24, 4:00 PM

Schedule/ Timeline	All Times are MST
RFP Issued	Friday July 15, 2022
Pre-Proposal Conference	N/A
Inquiry Deadline	Wednesday August 3, 2022 Before 4:00 PM
Final Addendum Issued	Wednesday August 10, 2022
Proposal Due Date	Wednesday August 24, 2022
Interviews (tentative)	Week of August 29, 2022
Notice of Award (tentative)	Week of September 5, 2022

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“Public Viewing Copy: Montezuma County is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. (“CORA”). Any proposals submitted hereunder are subject to public disclosure by the City pursuant to CORA and City ordinances. Vendors may submit one (1) additional complete proposal clearly marked “FOR PUBLIC VIEWING.” In this version of the proposal, the Vendor may redact text and/or data that it deems confidential or proprietary pursuant to CORA. Such statement does not necessarily exempt such documentation from public disclosure if required by CORA, by order of a court of appropriate jurisdiction, or other applicable law. Generally, under CORA trade secrets, confidential commercial and financial data information is not required to be disclosed by the City. Proposals may not be marked “Confidential” or ‘Proprietary’ in their entirety. All provisions of any contract resulting from this request for proposal will be public information.”

Compliance with Applicable Federal and State Laws – Under Montezuma County procurement policy, this RFP shall be in compliance with all applicable state and federal laws including (2 CFR 200)

Section I. Background/ Project Description

1.) Background/ Project Description

In the spring of 2021, the Southwest Colorado Council of Governments (SWCCOG) and Housing Solutions of the Southwest (Housing Solutions) received a grant to complete a regional meta-analysis of existing housing data, housing plans and identified housing needs across the five-county SWCCOG region.

The study concluded that Montezuma County is in need of additional housing stock across all categories, but housing needs are especially acute for rental housing and attainable “starter” homes. Montezuma County’s overarching goal is to increase availability of workforce housing, and increase the stock of starter homes to help residents begin to grow personal wealth through equity.

Based on input from over 105 stakeholders, the study revealed that the affordable housing challenges that concern stakeholders the most include:

- High land costs and a lack of/limited interest by the private sector to build affordable housing;
- Stagnant wages and lack of money/funding to address housing needs;
- Inflation and high cost of building materials; and high costs of associated infrastructure such as tap fees, utilities and roads.
- Limited willingness [of leaders] to make bold changes.

Using this information the County has identified three qualifying strategies that it plans to pursue to help alleviate the shortage of housings stock for the lower ends of the market.

Those Strategies include;

1.) Evaluating the creation of a dedicated funding source to subsidize infrastructure costs and associated fees related to publicly owned water, sanitary sewer, storm sewers, and roadways infrastructure.

Local governments play a key role in the funding, operating and maintaining roads, and water and sewer systems. This strategy will focus on mitigating the rising cost of capital investments in infrastructure. This strategy will help assess the full range of local infrastructure financing mechanism currently in use. It will document any recent innovations in local infrastructure financing being used or developed. It will identify and illustrate cases where local governments have explored alternative methods for financing infrastructure. And it will offer recommendations for implementation to local governments in Montezuma County who may be considering the use of alternative financing options.

2.) The establishment of a density bonus program to increase the construction of units that meet critical housing needs in the local community.

Local governments play the primary role in land use allocations. This strategy follows the current push by the Governor's office to move to create higher density attainable housing for our Counties middle income workforce. By doing this, it would also create market rate units that residents currently in one of the Housing Authorities developments could move up to as they aspire for more housing independence. This would in turn open up new spots in the housing authority units for others in need. This assessment will help local governments determine how to structure a density bonus program based upon compatibility with existing development regulations. It will evaluate where, and how much extra density will be allowed for qualifying developments. It will evaluate whether the proposed density bonus provides a sufficiently large financial incentive, so as to be successful in generating affordable units. And the assessment will assist local governments evaluate and develop criteria for eligibility including; income levels that must be served to qualify for the incentive. The share of the units in a development that must meet the affordability requirements and how long units must remain available at affordable prices.

3.) The creation of a land donation, land acquisition, or land banking program; Identifying which parcels would be key acquisitions for affordable housing, and identifying funding sources.

This strategy will explore ways to offset the high cost of land for development by acquiring and holding strategically valuable properties until the community can develop them as affordable housing. This strategy will assist local governments in evaluating the viability of land banks within Montezuma County and its three municipalities. It will provide a legal framework and mechanisms for establishing a land bank. It will evaluate the possible avenues for property

acquisition including tax foreclosures, municipal government transfers, donations, or open-market purchases. It will develop transparent and publicly available procedures and priorities around property acquisition, disposition, land transfer, and land donation. And it will evaluate mechanisms for covering the operating costs of the land bank in its formative years.

The goal of pursuing our three strategies is to incentivize affordable housing creation in the County in partnership with Municipalities depending on where the housing developments are created. This assessment will help to strengthen the collaborative partnerships that already exist between the County and its three municipalities. All parties are already aware of the affordable housing challenges in the region and are already actively coordinating on possible solutions. This grant will help our communities develop strategies and tools that fit their specialized needs. This will help Montezuma County tailor its planning efforts so that they sync-up with the municipalities' objectives and we can all support each other's processes.

According to our most recent data from the Housing Needs Assessment & Strategy; between 2010 and 2019 housing costs shifted upwards for both owned homes and rentals—but mostly for rentals. Rental costs increased by 31 percent while renter incomes rose by 19 percent.

All three municipalities in Montezuma County are zoned communities with vacant lands, or even platted subdivisions that could infill with affordable housing. This assessment will facilitate an inventory and review of appropriate parcels where inclusionary zoning or density bonuses may be considered. Each municipality will evaluate the County's unincorporated areas for inclusionary zoning or density bonus opportunities within the one-mile area of influence. The consultant will advise each partner on best implementing density bonuses and inclusionary zoning within their jurisdictions.

The high cost of developable land is one of Montezuma County's initial challenges to affordable homes. This grant will help Montezuma County explore options for acquiring land with the objectives of providing opportunities for developers to build rentals and transitional housing at 30-80% AMI, and starter homes up to 140% AMI.

Montezuma County's consultant will evaluate Land Banks and Community Lands Trusts for long-range viability. The consultant will make recommendations for implementing these tools to the County and its three municipalities. Lowering the cost of initial investment in raw lands will make affordable housing projects more attractive to developers.

Rising costs for necessary infrastructure are also a growing impediment to affordable housing. Electric power, roads, water supply, sewer service, and transit are the top five infrastructure spending categories needed to implement affordable communities. Between the cost of land and infrastructure, development costs may already exceed the amount an individual may qualify to borrow. This grant will assist Montezuma County, and its partners in establishing steady and reliable long-term funding streams for infrastructure expansion. Mitigating the initial capital outlay should help motivate developers to consider affordable housing projects.

Our consultant will assess the problem, gather community comments, and provide a framework for creating the implementation tools (probably a land bank and regional transportation authority). Still, the initial analysis will be broader to evaluate all means at our disposal and put our efforts into developing the most viable set of tools for each community in the County.

Long-term affordability will be incorporated into discussions and resulting plans. The development of a Land Banking System or Community Land Trust in combination with a Transportation Authority to establish a sustainable mechanism for acquiring land and developing infrastructure.

SECTION II. SCOPE OF WORK

A.) Scope of Work

1.) Prepare General Strategy Options for Innovative Affordable Housing in Montezuma County, and;

a. The consultant will analyze existing land use code/policy to enable the Grantee to pursue adoption and refinement of qualifying affordable housing policy and/or regulatory strategies (as defined locally or aligned with the definition of affordable housing in C.R.S 24-32-130(1)(a) as;

- up to 80% Area Median Income (AMI) for rental housing

and;

- up to 140% AMI for home ownership opportunities)
Identify general policy and regulatory options suitable for countywide implementation

b. Create framework for stakeholder and public consensus building

2.) Montezuma County Innovative Affordable Housing Community Outreach - Round 1
(All analysis will be supported by a robust community engagement process. The engagement process will ensure participation by underrepresented voices as well as all key stakeholders)

- a. meetings with key stakeholders, elected officials, municipalities, and public
- b. Review, comment, and build consensus on Innovative Affordable Housing Strategy

3.) Draft Specific Changes to Policy and Funding Options Selected by Montezuma County

a. The consultant will examine opportunities for updates to internal processes and procedures that support affordable housing development and community benefits.

(e.g. establish countywide conservation easements and land trust; form Regional Transportation Authority; implement real estate transfer tax)

4.) Montezuma County Innovative Affordable Housing Community Outreach - Round 2
(All analysis will be supported by a robust community engagement process. The engagement process will ensure participation by underrepresented voices as well as all key stakeholders)

- a. Conduct meetings with key stakeholders, elected officials, municipalities, and public
- b. Review, comment, and build consensus on draft policies and regulations

5.) Innovative Affordable Housing Ordinances and Adoption Process

- a. Present strategies to Planning and Zoning and Elected officials.

6.) Innovative Affordable Housing Implementation

- a. Develop an Administrative Procedures Manual with staff training

B. Role of the County Staff.

- a)** Coordination of meetings such as hearings, dissemination of press releases, scheduling meetings, setting up facilities, and so forth.
- b)** Participation in stakeholder meetings.
- c)** Assist in presentations to Planning Commission and Elected Officials.
- d)** Production of copies of documents.
- e)** Review and respond to draft documents.

C. Deliverables.

- a)** In conjunction with County staff, develop and maintain a project schedule which includes the project status, upcoming events, and opportunities for community input which can be posted on the County website.
- b)** Digital files of documents for distribution during the review and comment phase of the document.
- c)** Modifiable digital files of approved documents and graphics (files shall be delivered in a method or form deemed acceptable by the County).

The consultant will also complete a quarterly performance metric reporting in a form provided by DOLA.

The final outcome of this project is a Final Informal Memo and land use/ zoning code text amendments and policy updates to provide incentives and/ or reduce barriers to (affordable) attainable housing development in Montezuma County. Specifically the consultant shall submit an Final Informal Memo that identifies the following:

- 1). Strategies the Montezuma County originally proposed to pursue;
- 2). The outcome of that exploration;
- 3). Which strategies were adopted with links to the code sections;
- 4). The community engagement process used;
- 5). How the process was inclusive and addressed equity concerns;
- 6). How other applicable studies informed policy decisions or approach;
- 7). Lessons learned.

Montezuma County will retain ownership all resulting documents.

D. Minimum Qualification of Consultant

The contract shall be awarded to the team that best demonstrates the ability to complete the housing needs assessment and subarea plan and meets the expectations of the County. All proposals shall be evaluated based on the following:

- a) Demonstrated ability to complete the assessment and plan and meet the expectations of the County;
- b) The Consultant's specific experience in working with housing assessments, economic analysis, market studies, development plans, comprehensive plans, strategic plans, subarea plans, neighborhood plans, corridor studies, and development code projects for local governments;
- c) Project understanding;
- d) Experience and proficiency of the project team in completing housing needs assessments and developing subarea plans and completing similar projects with local governments;
- e) Proposed project approach, both technical and innovative;
- f) Proposed project budget; the cost proposal shall include the hourly rate for services. Include any sub-consultant's fee schedules, if applicable. This should include hourly billable costs of each team member who will participate in the project. An itemized list of accrued fees shall be provided to the County's project manager prior to payment of services and provide the marked-up percentage of these items. The cost should include other costs, such as mileage, copies, etc.
- g) Feedback from professional references; and
- h) Responsiveness of Proposal

E. Funding/Project Budget;

In 2022, the Montezuma County received a Colorado Department of Local Affairs (DOLA) grant to hire a consultant to develop a County-wide Attainable Housing Strategy and develop a plan to implement the 3 qualifying strategies which are;

- 1.) **Evaluating the creation of a dedicated funding source to subsidize infrastructure costs and associated fees related to publicly owned water, sanitary sewer, storm sewers, and roadways infrastructure.**
- 2.) **The establishment of a density bonus program to increase the construction of units that meet critical housing needs in the local community.**

3.) The creation of a land donation, land acquisition, or land banking program; Identifying which parcels would be key acquisitions for affordable housing, and identifying funding sources.

Thus, the County now seeks to contract with a qualified entity to serve as a Consultant or Consultant(s) ("Consultant") to develop a County wide Attainable Housing Strategy.

The amount of funding that will be made available shall not exceed **\$133,800.00**

F. Timeline;

If awarded, the consultant’s respective performances shall be completed within a 12 month timeframe unless extended by the County. Work shall commence on the Agreement Effective Date and shall terminate on the Agreement Expiration Date which shall be August 30, 2023 unless sooner, terminated, or further extended in accordance with the terms of the Montezuma County requisition policy.

<p>Prepare General Strategy Options for Innovative Affordable Housing in Montezuma County</p> <p>a. Identify general policy and regulatory options suitable for countywide implementation</p> <p>b. Create framework for stakeholder and public consensus building.</p>	<p>Timeline Task 1)</p> <p>August -October 2022</p>
<p>Montezuma County Innovative Affordable Housing Outreach - Round 1</p> <p>Review, comment, and build consensus on Innovative Affordable Housing Strategy</p>	<p>Timeline Task 2)</p> <p>October– December 2022</p>
<p>Draft Specific Changes to Policy and Funding Options Selected by Montezuma County (e.g. establish countywide conservation easements and land trust; form Regional Transportation Authority; implement real estate transfer tax)</p>	<p>Timeline Task 3)</p> <p>December – February 2023</p>

Montezuma County Innovative Affordable Housing Outreach - Round 2 Review, comment, and build consensus on draft policies and regulations	Timeline Task 4) February - May 2023
Innovative Affordable Housing Ordinances and Adoption Process	Timeline Task 5) May 2023 - June 2023
Innovative Affordable Housing Implementation Administrative Procedures Manual with staff training	Timeline Task 6) June - August 2023

Section III. Administrative Information

A. Issuing Office

The County’s contact name listed herein is to be the sole point of contact concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.

B. Official Means of Communication

All official communication from the County to offerors will be via postings on an electronic solicitation notification system, the Rocky Mountain Bid System (www.rockymountainbidsystem.com). The Purchasing Contact will post notices that will include, but not be limited to, proposal document, addenda, award announcement, etc. It is incumbent upon offerors to carefully and regularly monitor the Rocky Mountain Bid System for any such postings.

C. Inquiries

Prospective offerors may make written inquiries by e-mail before the written inquiry deadline concerning this RFP to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFP (be sure to reference RFP number) should be referred to:

E-Mail: jdietrich@co.montezuma.co.us
 Subject Line: **RFP #22-01 Montezuma County Attainable Housing Strategy**

Response to offerors’ inquiries will be published as addenda on the Rocky Mountain Bid System in a timely manner. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFP. Should any interested offeror, sales representative, or manufacturer

find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the Purchasing Contact of such matters immediately upon discovery.

D. Insurance The successful consultant will be required to provide a Certificate of Insurance (Exhibit 3) or other proof of insurance naming Montezuma County as "additional insured". Coverage must include COMMERCIAL GENERAL LIABILITY coverage with minimum limits of \$1,000,000, and WORKER'S COMPENSATION coverage with limits in accordance with State of Colorado requirements.

COMPREHENSIVE AUTOMOBILE LIABILITY with minimum limits for bodily injury and property damage coverage of at least \$1,000,000, plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of this Agreement.

Montezuma County shall be named as additional Insured for General and Auto Liability Insurance.

E. Modification or Withdrawal of Proposals.

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

F. Minor Informalities

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The Project Manager may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the County.

G. Responsibility Determination

The County will make awards only to responsible vendors. The County reserves the right to assess offeror responsibility at any time in this RFP process and may not make a responsibility determination for every offeror.

H. Acceptance of RFP Terms

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

I. Protested Solicitations and Awards Right to protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract must protest in writing to the County Administrator as a prerequisite to seeking judicial relief. Protestors are urged to seek informal resolution of their complaints initially with the Project Administrator. A protest shall be submitted within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protests prior to bid opening or the closing date for proposals.

1. Stay of procurement during protests. In the event of a timely protest under Subsection (A) of this Section, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the County Administrator makes a written determination on the record that the award of a contract without delay is necessary to protect substantial interest of the County.

J. Confidential/Proprietary Information

All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the Administrative Contact provided that the submission is in accordance with the following procedures. This remains the sole responsibility of the offeror. The Administrative Contact will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening. **Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the Administrative Contact listed in this RFP.

K. Acceptance of Proposal Content

The contents of the proposal (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful offeror to perform in accordance with these obligations may result in cancellation of the award and such offeror may be removed from future solicitations.

L. RFP Cancellation

The County reserves the right to cancel this RFP at any time, without penalty.

M. Negotiation of Award

In the event only one (1) responsive proposal is received by the County, the County reserves the right to negotiate the award for the services with the offeror submitting the proposal in lieu of accepting the proposal as is.

N. Contract

A sample copy of the contract award the County will use to contract for the services specified in this RFP is attached as Exhibit 2. The attached contract is only a sample and is not to be completed at this time.

O. RFP Response/Material Ownership

All material submitted regarding this RFP becomes the property of Montezuma County, unless otherwise noted in the RFP.

P. Incurring Costs

The County is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

Q. Utilization of Award by Other Agencies

Montezuma County reserves the right to allow other State and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions

specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on Montezuma County in the current term or in any future terms.

R. Non-Discrimination

The offeror shall comply with all applicable state and federal laws, rules and regulations involving nondiscrimination on the basis of race, color, religion, national origin, age or sex.

S. News Releases

Neither the County, nor the offeror, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval of the other party. Written consent on the County's behalf is provided by the Public Information Office.

T. Certification of Independent Price Determination

1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:

- a)** The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- b)** Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
- c)** No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2. Each person signing the Request for Proposal form of this proposal certifies that:

- a)** He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above; or
- b)** He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c) above and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above.

3. A proposal will not be considered for award where (1.a), (1.c), or (2.) above has been deleted or modified. Where (1.b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the County's Project Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.

4. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

U. Taxes Montezuma County is exempt from all federal excise taxes and all Colorado State and local government sales and use taxes. Where applicable, contractor will be responsible for payment of use taxes.

V. Assignment and Delegation

Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

W. Availability of Funds

Financial obligations of Montezuma County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void without penalty to the County.

X. Standard of Conduct

The successful firm shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee as may be necessary. The County may request the successful firm to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the County.

Agents and employees of Contractor or Consultant working in County facilities shall present a clean and neat appearance. Prior to performing any work for the County, the Contractor or Consultant shall require each of their employees to wear ID badges or uniforms identifying: the Contractor or Consultant by name, the first name of their employee and a photograph of their employee if using an ID badge. Their employee shall wear or attach the ID badge to the outer garments at all times.

Y. Damages for Breach of Contract In addition to any other legal or equitable remedy the County may be entitled to for a breach of this Contract, if the County terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the County.

Z. Other Statutes

1. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes, 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation such provisions is present.
2. The signatory hereto avers that to his/her knowledge, no Montezuma County employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

SECTION IV. PROPOSAL SUBMISSION

Following are the response requirements for this RFP. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content or aberrations in form may, at the County's discretion, render the proposal non-responsive. RFP responses must be emailed to jdietrich@co.montezuma.co.us . Only emails sent to jdietrich@co.montezuma.co.us will be considered as responsive to the request for proposals. DO NOT submit your RFP Response to multiple email addresses. Emails sent to other County emails will be considered as nonresponsive and will not be reviewed.

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB. The Proposal must not exceed 20 total pages, excluding cover letter, index or table of contents, front and back covers, and title pages/separation tabs. Pages shall be 8 ½ x 11 inches except for up to four (4) pages of 11 x 17 inches. Eleven-point font or larger must be used for the proposal and appendices. Resumes included as an appendix are not considered part of the 20 pages.

The RFP number and Project name must be noted in the subject line, otherwise the proposal may be considered as non-responsive to the RFP.

Electronic submittals will be held, un-opened, until the time and date noted in the RFP documents or Posted addenda. To facilitate the evaluation, offeror shall submit and organize all responses in the same order as listed in Section V.

Proposals that are determined to be at a variance with this requirement may not be accepted. Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposal is received by the County Project Administrator on or before the proposal due date and time.

SECTION V. RESPONSE FORMAT

The following items are to be included in your proposal, in the order listed. Deviation from this may render your proposal non-responsive.

A. Cover Letter Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).

B. Use of Subcontractors/Partners

There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the County will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.

C. Minimum Mandatory Qualifications

Include an itemized description of how your company meets each of the minimum mandatory qualifications outlined in Section II, C. Failure to meet or exceed these requirements will disqualify your response.

D. Company Information

1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
2. Identify the year in which your company was established and began providing consulting services.
3. Describe any pending plans to sell or merge your company.
4. Provide a comprehensive listing of all the services you provide.

E. Evaluation Criterion #1 - Company and Personnel Qualifications

1. Describe your customer service philosophy.
2. Provide information from at least three accounts of similar scope. Include, at a minimum, the following information: 1) client organization name, 2) contact name, 3) phone number, 4) fax number, 5) email address, 6) brief description of project scope and value, 7) status of project. The County reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
3. List the number of people that you can commit to working on this project and the amount of time each is expected to spend on the project.
4. Provide the names and resumes of the key personnel that shall be performing the proposed services, including the primary project manager.
5. Provide previous experience and past performance, especially successful attainable housing needs in Colorado.
6. Understanding of the County's goals and innovation of approach.
7. List the names of the subcontractors you expect to use (if any), the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key subcontractor personnel who shall be working on the project.
8. Provide a specific timeline or schedule for the work. Show milestones and completion dates on the schedule.
9. Describe the methods and timeline of communication your firm shall use with the County's project manager, other involved County staff, and other interested parties.

Evaluation Criterion #2 – Approach to Scope of Work

1. Describe any project approaches or ideas that you would apply to this project and that you feel would enhance the quality of your services.

Evaluation Criterion #3 – Value of Efforts

1. Provide a cost for the consulting services and products broken down per task listed under the Scope of Services, above. Show a breakdown of all reimbursable expenses required to complete the work. If applicable, the subcontractors' costs shall be shown as separate items. Also, provide hourly rates for your firm and all subcontractors. These rates shall be considered valid throughout the project.

F. Proposal Acknowledgement

Include this form as provided in Exhibit 1. G. Certificate of Insurance A sample Certificate of Insurance is provided in Exhibit 3.

H. Debarment Form

Include this form as provided in Exhibit 4.

I. Compliance with Laws - The offeror is responsible for compliance with all Local, State and/or Federal laws and regulations. Montezuma County shall be held harmless from any liability.

SECTION VI. EVALUATION AND AWARD

A. Proposal Evaluation

All proposals submitted in response to this RFP will be evaluated by a committee in accordance with the criteria described below. Total scores will be tabulated, and the highest ranked firm will enter into negotiations. If the County requests presentations by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase.

Please note that presentations have been tentatively scheduled per the Schedule of Events on the first page of this RFP. If your company is invited to give a presentation to the committee, these dates may not be flexible. In preparing responses, offerors should describe in great detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to proposal information to assist the County in selecting the most qualified offeror for this contract.

Following is the evaluation criteria that will be used. Criteria will be assigned a points value.

List Evaluation Criteria here:

1. Company and Personnel Qualifications: 50 Points
2. Approach to Scope of Work: 30 Points
3. Value/Cost of Efforts: 20 Points

A presentation and/or demonstration may be requested by short-listed offerors prior to award. However, a presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal.

B. Determination of Responsibility of the Offeror

Montezuma County awards contracts to responsible vendors only. The County reserves the right to make its offeror responsibility determination at any time in this RFP process and may not make a responsibility determination for every offeror. Montezuma County defines a "Responsible Offeror" as one who has "the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance." The County reserves the right to request information as it deems necessary to determine an offeror's responsibility. If the offeror fails to supply the requested information, the County shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

EXHIBIT 1 PROPOSAL ACKNOWLEDGEMENT

The offeror hereby acknowledges receipt of addenda numbers _____ through _____.

Falsifying this information is cause to deem your proposal nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences.

By signing below, you agree to all terms & conditions in this RFP, except where expressly described in your cover letter.

_____ Original Signature by Authorized Officer/Agent

Type or printed name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Proposal Valid Until (at least for 90 days)

E-Mail Address

Website Address

Project Manager:

Name (Printed)

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Email Address

EXHIBIT 2 SAMPLE CONTRACT



County Commissioners:
Keenan G. Ertel
Larry Don Suckla
James Lambert
County Administrator:
Melissa A. Brunner

Board of County Commissioners

109 West Main, Room 302
Cortez, CO 81321
(970) 565-8317
(970) 565-3420 Fax

June 16, 2015

Russell Planning & Engineering, Inc. (RPE)
934 Main Ave., Unit C
Durango, CO. 81321
(970) 385-4546
(970) 385-4502 FAX

ATTN: Jim Horn

GENERAL SERVICES AGREEMENT

PROJECT: 19493- McElmo Flume Scenic By-Way Interpretative Stop and Parking Lot Design

Dear Mr. Horn,

As the successful proponent for the McElmo Flume Overlook project Montezuma County is pleased to offer Russell Planning & Engineering, Inc. (RPE) this General Services Agreement for the following.

SCHEDULE OF ITEMS:

- | | |
|---|-------------|
| 1.) Site visit and Coordination | \$5,080.00 |
| a.) Initial Site visit /scoping with CDOT/County | |
| b.) Coordination with Surveyor | |
| c.) Design Coordination (4 meetings) | |
| 2.) Preliminary Plan Development | \$3,560.00 |
| a.) Set up Sheets in CAD from survey | |
| b.) Prepare conceptual design per CDOT scoping | |
| 3.) FIR – Design Development (50%) | \$10,400.00 |
| a.) Cover, General notes, Typical Sections, Details | |
| b.) Site Plan | |
| c.) Grading and drainage plan | |
| d.) Drainage report/ Drainage Sheets | |

e.) Final Erosion Control Plans	
f.) Final Cost Estimates	
4.) FOR – Design Development (95%)	\$5,980.00
a.) Site Plan	
b.) Grading and drainage plan	
c.) Drainage Report & drainage sheets.	
5.) Final Construction Plans (Stamped)	\$1,520.00
a.) Address Comments	
b.) Construction Documents	
6.) Bid Package Preparation	\$2,680.00
a.) Special provisions	
b.) Bid Form (Line items)	
7.) Expenses (Mileage, Copies Etc.)	\$ 700.00

Contract Total Amount of \$29,920.00

Montezuma County respectfully requests the following;

Documentation of:

Insurance Coverage	Limit of Liability
• Workers Compensation	Statutory
• Employers Liability	\$500,000 each occurrence
• General Liability, including Bodily Injury, Property Damage, and Contractual Liability	\$1,000,000 each occurrence
• Automobile Liability, including Bodily Injury and Property Damage	\$1,000,000 each occurrence

Progress Schedule: Contractor shall provide a simple updated Progress Schedule showing completion of the project by August 25th, 2015.

Attachments:

- 1.) Notice of Contract Award, 06/25/2015
- 2.) McElmo Flume Design Proposal 06/12/2015
- 3.) Topographic Survey
- 4.) Montezuma County Notice to Proceed

Melissa Brunner

Date

Russell Planning & Engineering, Inc. (RPE)

Date

EXHIBIT 3 SAMPLE CERTIFICATE OF INSURANCE



MONTCOU-04

LEAHG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mountain West In & Fin Serv LLC 100 E Victory Way Craig, CO 81625	CONTACT NAME: Leah Gentzler	
	PHONE (A/C, No, Ext): (970) 317-2330 FAX (A/C, No): (970) 824-8188 E-MAIL ADDRESS: leahg@mtnwst.com	
INSURED Montezuma County 109 West Main Cortez, CO 81321	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Property Casualty Company of America	25674
	INSURER B: Travelers Indemnity Company	25658
	INSURER C: Allmerica Financial Benefit Insurance Company	
	INSURER D: Hanover Insurance	22292
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP-14T47773-22	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-2C410462-IND-22	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-14T7685A-22	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Bonds			BD4-H871729-00	1/1/2022	1/1/2025	Crime & Fidelity 250,000
D	Equipment Floater			IH4-H522585-01	1/1/2022	1/1/2023	Leased and/or Rented 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Master Certificate - For Informational Purposes Only

CERTIFICATE HOLDER Montezuma County Master Certificate For Informational Purposes Only Cortez, CO 81321	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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EXHIBIT 4 DEBARMENT/SUSPENSION CERTIFICATION STATEMENT

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

DUNS # (Optional) _____
Name of Organization _____
Address _____
Authorized Signature _____
Title _____
Date _____

