

**County Commissioners:**

Jim Candelaria

Kent Lindsay

Gerald Koppenhafer

County Administrator:

Travis Anderson

Board of County Commissioners

109 West Main Rm. 280

Cortez, CO 81321

(970) 565-8317

(970) 565-3420 Fax

Montezuma County (MC) Outdoor Recreation Industry Office (OREC)**Recreational Use and Impact Study and Strategic Plan****Request for Proposals (RFP) #22-01 NAT RES*****Montezuma County Natural Resources Department and Economic Development Division***

Procurement Contact: James Dietrich

Email Address: jdietrich@co.montezuma.co.us

Telephone Number: 970-565-7402

Proposals Due; Wednesday November 30, 4:00 PM

Schedule/ Timeline	All Times are MST
RFP Issued	Tuesday October 18, 2022
Pre-Proposal Conference	N/A
Inquiry Deadline	Wednesday November 9, 2022 Before 4:00 PM
Final Addendum Issued	Wednesday November 16, 2022
Proposal Due Date	Wednesday November 30, 2022
Interviews (If required)	Week of December 5, 2022
Notice of Award (tentative)	Week of December 12, 2022

Table of Contents

Section	Title
I.	Background/ Project Description
II.	Work Description/ Scope of Services
III.	Administrative Information
IV.	Proposal Submission
V.	Response Format
IV.	Evaluation and Award

Exhibits

Exhibit	Title
1	Proposal Acknowledgement
2	Sample Contract
3	Insurance
4	Debarment Form

“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.”

NOTE; This is a FEDERALLY FUNDED Grant Project Administered through the Colorado Office of Economic Development and International Trade Outdoor Recreation Industry Office

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

Montezuma/Dolores Counties will lose their major employer in the oil and gas industry within 15-20 years. Kinder Morgan Inc., the largest transporter of carbon dioxide in North America, generated 62% of Montezuma County’s tax revenues in 2015; that revenue dropped to 46% in 2021. Meanwhile, the agriculture industry’s crop production suffers due to persistent and intensifying drought.

In 2019, the communities engaged with the CTO to explore the benefits of building a robust OREC economy around its natural resource assets and cultural heritage centers. The communities in this region understand that developing their assets and encouraging OREC-based businesses will make the economy more resilient during economic shocks.

The County Economic Development Team, led by the Economic Development Coordinator,

will manage the project, under the direction of the Montezuma County Director of Natural Resources. Other primary partners include the Montezuma County municipalities, Dolores County and its municipalities, the Ute Mountain Ute Tribe, Mesa Verde National Park (MVNP), the BLM, the USFS and Region 9 Economic Development District of SW Colorado.

Region 9 will provide regional economic development context as priority projects are discussed and will highlight how the Montezuma County economy connects to that of the whole region and how county projects are supported by state plans. The Ute Mountain Ute Tribe and the MVNP management will provide cultural context and will ensure that future plans respect the history of the area. Land management agencies will provide guidance about the feasibility of asset development and management, while local government provides departmental expertise and engages the community in public forums. User groups will volunteer to perform trail counts and intercept surveys and will bring community members to forums. This project will increase collaboration between the counties, the municipalities, land management agencies, user groups and the Ute Mountain Ute Tribe.

Project Description; Montezuma County requests Colorado State OREC Grant funds to perform an OREC and Cultural Heritage Asset Use and Economic Impact Studies and to develop a Strategic Recreational Project Implementation Plan to identify local OREC and tourism assets that will create jobs, increase connectivity to regional and state OREC assets, speed economic recovery and build economic resilience.

SECTION II. SCOPE OF WORK

A.) Consultants' Scope of Work

The scope of work for the consultants performing the use and economic impact study and strategic recreational project implementation plan will include;

- a.)** a review of existing county, regional and state plans and relevant impact assessments;
- b.)** interviews and collaborative meetings with key stakeholders (i.e. business development organizations, chambers, user groups, land and cultural heritage asset managers); intercept surveys of recreationalists;
- d.)** data collection and trail counts;
- e.)** an assessment of the landscape of supportive industries and of the business climate that supports the local OREC economy;
- f.)** recommendations for creating a connection to the region's OREC business ecosystem.
- g.)** delivery of a strategic project implementation plan, assigning economic value to the development of at least five of the top-rated strategic projects found to boost economic vitality during the use and impact study phase of the project.

B. Role of the County Staff.

Montezuma County staff, including the Natural Resources Department, The Economic Development Department, The GIS Department, and the Planning Department will assist the select consultant with;

- 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.

The select consultant will be responsible for the following minimum deliverables for a successful planning process.

- 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).
- d)** The final outcome of this project is the Strategic Project Implementation Plan and policy recommendations. The minimum requirements for the strategic Plan shall include the following;
 - 1).** A Use Study: Volunteers, consultant(s) and county staff perform trail counts and intercept surveys; consultant(s) collect data to use in Economic Impact Study, including more stakeholder interviews
 - 2).** An Economic Impact Study: Consultant(s) determine the economic impact of discovered assets and assess the economic health of supportive industries: value OREC and cultural heritage assets
 - 3).** Enhanced collaboration; place priority OREC asset development projects on a timeline for completion; create templates for each priority project that will plug directly into future grant applications
 - 4).** Strategic Planning: Project implementation planning for 5 priority projects, including asset/project manager interviews, public meetings, presentations of findings and feedback collection; final delivery of strategic plan
- e.)** The consultant will also assist the County in completing a quarterly performance metric reporting in a form provided by OEDIT as needed.

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 a data driven Use Study and Economic Impact Study, which will inform the development of a Strategic Plan which meets all federal requirements and the expectations of Montezuma County and OEDIT. All proposals shall be evaluated based on the following:

- a) Demonstrated ability to collect data and complete a recreational assessment;
- b) The Consultant's specific experience in working with recreation use assessments to develop Cultural heritage assessments, economic analysis, market studies, development plans, comprehensive plans, and strategic plans;
- c) Project understanding;
- d) Experience and proficiency of the project team in completing recreational assessments, developing economic analysis, developing strategic plans and completing similar projects with local governments;
- e) Proposed project approach, both technical and innovative;
- f) Demonstrated understanding of the unique cultural climate of the southwest region and the desire to balance the benefits and drawbacks of economic growth on a sensitive landscape.
- g) Proposed project budget; the cost proposal shall be formatted to meet federal reporting guidelines and 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.
- h) Feedback from professional references; and
- i) Responsiveness of Proposal

E. Funding/Project Budget;

In 2022, Montezuma County received a Colorado State OREC Grant to perform an OREC and Cultural Heritage Asset Use and Economic Impact Study and to develop a Strategic Project Implementation Plan to identify local OREC, heritage and tourism assets. The grant is **federally funded** through the Colorado Office of Economic Development & International Trade (OEDIT).

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 Recreational Use and Impact Study and Strategic Plan.

The amount of funding that will be made available shall not exceed **\$108,759.00**

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 **September 30, 2023** unless sooner, terminated, or further extended in accordance with the terms of the Montezuma County requisition policy.

Phase 1 Objective: Enhance collaborative efforts, gather plans and studies into a central place; monetize assets; value the connectedness of both developed and undeveloped assets to the local economy and those of the region and the state	Phase 1) Timeline October 2022 – August 2023
Project Kickoff Site Visit: Consultant(s) visit to gather existing county, regional and state plans and relevant impact assessments; identify key stakeholders; introduce project to key stakeholders (i.e., OREC and cultural heritage asset managers, public lands managers, user group leaders, Chambers, Economic Development Organizations, businesses).	Task 1) Timeline December 2022 – January 2023
Consultant Desk Review: Consultant(s) review materials gathered during site visit and interview key stakeholders.	Task 2) Timeline January – March 2023
Use Study: Volunteers, consultant(s) and county staff perform trail counts and intercept surveys; consultant(s) collect data to use in Economic Impact Study, including more stakeholder interviews	Task 3) Timeline March - May 2023
Economic Impact Study: Consultant(s) determine the economic impact of discovered assets and assess the economic health of supportive industries: value OREC and cultural heritage assets	Task 4) Timeline May 2023 - July 2023
Phase 2 Objective: Enhance collaboration; place priority OREC asset development projects on a timeline for completion; create templates for each priority project that will plug directly into future grant applications	Phase 2 Timeline July 2023 - August 2023
Strategic Planning: Project implementation planning for 5 priority projects, including asset/project manager interviews, public meetings, presentations of findings and feedback collection; final delivery of strategic plan	Phase 2 Task 1) Timeline 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 #22-02 Nat Res** Montezuma County Outdoor Recreation Use and Impact Study and Strategic Plan

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 related to cultural heritage, recreational use assessment, economic impact assessments and successful Recreational Strategic Plans 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

June 16, 2015

109 West Main, Room 302

Cortez, CO 81321

(970) 565-8317

(970) 565-3420 Fax

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:

<u>Insurance Coverage</u>	<u>Limit of Liability</u>
• 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	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Property Casualty Company of America	NAIC # 25674
		INSURER B: Travelers Indemnity Company	NAIC # 25658
		INSURER C: Allmerica Financial Benefit Insurance Company	
		INSURER D: Hanover Insurance	NAIC # 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.

INSR LTR	TYPE OF INSURANCE	ADDL INFO	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"/> PROJECT <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 checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> 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"/> EXCESS LIAB <input 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) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				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)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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 _____

