REQUEST FOR PROPOSAL  
WELD COUNTY, COLORADO  
1150 O STREET  
GREELEY, CO 80631

DATE: MARCH 4, 2019  
PROPOSAL NUMBER: B1900072  
DESCRIPTION: HUMAN SERVICES WAYFINDING SIGNAGE ANALYSIS & DESIGN  
DEPARTMENT: BUILDINGS & GROUNDS  
RECOMMENDED PRE-PROPOSAL CONFERENCE DATE: MARCH 11, 2019  
OPENING DATE: MARCH 28, 2019

1. NOTICE TO VENDORS:

The Board of County Commissioners of Weld County, Colorado, by and through its Controller/Purchasing Director (collectively referred to herein as, “Weld County”), wishes to purchase the following:

HUMAN SERVICES WAYFINDING SIGNAGE ANALYSIS & DESIGN

A recommended pre-proposal conference will be held at 1:00 PM on Monday, March 11th, at the Weld County Human Services Building A, located at 315-A North 11th Avenue, Greeley, CO 80631.

Proposals will be received at the Office of the Weld County Purchasing Department in the Weld County Administrative Building, 1150 O Street Room, #107 Greeley, CO 80631 until: 10:30 AM on Thursday, March 28th, 2019, (Weld County Purchasing Time Clock).

PAGES 1 – 8 OF THIS REQUEST FOR PROPOSALS CONTAIN GENERAL INFORMATION FOR THE REQUEST NUMBER REFERRED TO ABOVE. NOT ALL OF THE INFORMATION CONTAINED IN PAGES 1-8 MAY BE APPLICABLE FOR EVERY PURCHASE. PROPOSAL SPECIFICS FOLLOW PAGE 8.

2. INVITATION TO PROPOSE:

Weld County requests proposals for the above-listed merchandise, equipment, and/or services. Said merchandise and/or equipment shall be delivered to the location(s) specified herein

Proposals shall include any and all charges for freight, delivery, containers, packaging, less all taxes and discounts, and shall, in every way, be the total net price which the vendor will expect the Weld County to pay if awarded the proposal.

You can find information concerning this request at two locations: On the Weld County Purchasing website at http://www.co.weld.co.us/Departments/Purchasing/index.html located under “Current Requests”. And, on the Bidnet Direct website at www.bidndirect.com. Weld County Government is a member of BidNet Direct. BidNet Direct is an on-line notification system which is being utilized by multiple non-profit and governmental entities. Participating entities post their bids, quotes, proposals, addendums, and awards on this one centralized system.

Proposal Delivery to Weld County – 2 methods:

1. Email. Emailed proposals are preferred. Proposals may be emailed to: bids@weldgov.com. Emailed proposals must include the following statement on the email: “I hereby waive my right to a sealed proposal”. An email confirmation will be sent when we receive your bid/proposal. If more than one copy of the proposal is requested, you must submit/mail hard copies of the proposal.

2. Mail or Hand Delivery. Mailed (or hand delivered) proposals should be sent in a sealed envelope with the proposal title and proposal number on it. Please address to: Weld County Purchasing Department, 1150 O Street, Room #107 Greeley, CO 80631.
3. INSTRUCTIONS TO VENDORS - INTRODUCTORY INFORMATION:

Proposals shall be typewritten or written in ink on forms prepared by the Weld County Purchasing Department. Each proposal must give the full business address of vendor and be signed by him with his usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the name of the state of the incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to his signature the word "president," "secretary," "agent," or other title without disclosing his principal, may be held to be the proposal of the individual signing. When requested by the Weld County Controller/Purchasing Director, satisfactory evidence of the authority of the officer signing in behalf of a corporation shall be furnished. A power of attorney must accompany the signature of anyone not otherwise authorized to bind the Vendor. All corrections or erasures shall be initialed by the person signing the proposal. All vendors shall agree to comply with all of the conditions, requirements, specifications, and/or instructions of this proposal as stated or implied herein. All designations and prices shall be fully and clearly set forth. All blank spaces in the proposal forms shall be suitably filled in. Vendors are required to use the Proposal Forms which are included in this package and on the basis indicated in the Proposal Forms. The Proposal must be filled out completely, in detail, and signed by the Vendor.

Late or unsigned proposals shall not be accepted or considered. It is the responsibility of the vendor to ensure that the proposal arrives in the Weld County Purchasing Department on or prior to the time indicated in Section 1, entitled, "Notice to Vendors." Proposals received prior to the time of opening will be kept unopened in a secure place. No responsibility will attach to the Weld County Controller/Purchasing Director for the premature opening of a proposal not properly addressed and identified. Proposals may be withdrawn upon written request to and approval of the Weld County Controller/Purchasing Director; said request being received from the withdrawing vendor prior to the time fixed for award. Negligence on the part of a vendor in preparing the proposal confers no right for the withdrawal of the proposal after it has been awarded. Vendors are expected to examine the conditions, specifications, and all instructions contained herein, failure to do so will be at the vendors’ risk.

In accordance with Section 14-9(3) of the Weld County Home Rule Charter, Weld County will give preference to resident Weld County vendors in all cases where said proposals are competitive in price and quality. It is also understood that Weld County will give preference to suppliers from the State of Colorado, in accordance with C.R.S. § 30-11-110 (when it is accepting proposals for the purchase of any books, stationery, records, printing, lithographing or other supplies for any officer of Weld County). Weld County reserves the right to reject any and all proposals, to waive any informality in the proposals, to award the proposal to multiple vendors, and to accept the proposal that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The proposal(s) may be awarded to more than one vendor.

In submitting the proposal, the vendor agrees that the signed proposal submitted, all of the documents of the Request for Proposal contained herein (including, but not limited to, product specifications and scope of services), the successful vendor’s response, and the formal acceptance of the proposal by Weld County, together constitutes a contract, with the contract date being the date of formal acceptance of the proposal by Weld County. The County may require a separate contract, which if required, has been made a part of this RFP.

4. SUCCESSFUL VENDOR HIRING PRACTICES – ILLEGAL ALIENS:

Successful vendor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract. Successful vendor will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify program or the State of Colorado program established pursuant to C.R.S. §8-17.5-102(5)(c). Successful vendor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify with Successful vendor that
the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Successful vendor shall not use E-Verify Program or State of Colorado program procedures to undertake pre-employment screening or job applicants while this Agreement is being performed. If Successful vendor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien Successful vendor shall notify the subcontractor and County within three (3) days that Successful vendor has actual knowledge that a subcontractor is employing or contracting with an illegal alien and shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving notice. Successful vendor shall not terminate the contract if within three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Successful vendor shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Successful vendor participates in the State of Colorado program, Successful vendor shall, within twenty days after hiring a new employee to perform work under the contract, affirm that Successful vendor has examined the legal work status of such employee, retained file copies of the documents, and not altered or falsified the identification documents for such employees. Successful vendor shall deliver to County, a written notarized affirmation that it has examined the legal work status of such employee, and shall comply with all of the other requirements of the State of Colorado program. If Successful vendor fails to comply with any requirement of this provision or of C.R.S. §8-17.5-101 et seq., County, may terminate this Agreement for breach, and if so terminated, Successful vendor shall be liable for actual and consequential damages.

Except where exempted by federal law and except as provided in C.R.S. § 24-76.5-103(3), if Successful vendor receives federal or state funds under the contract, Successful vendor must confirm that any individual natural person eighteen (18) years of age or older is lawfully present in the United States pursuant to C.R.S. § 24-76.5-103(4), if such individual applies for public benefits provided under the contract. If Successful vendor operates as a sole proprietor, it hereby swears or affirms under penalty of perjury that it: (a) is a citizen of the United States or is otherwise lawfully present in the United States pursuant to federal law, (b) shall produce one of the forms of identification required by C.R.S. § 24-76.5-101, et seq., and (c) shall produce one of the forms of identification required by C.R.S. § 24-76.5-103 prior to the effective date of the contract.

5. GENERAL PROVISIONS:

A. **Fund Availability:** Financial obligations of Weld County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. By acceptance of the proposal, Weld County does not warrant that funds will be available to fund the contract beyond the current fiscal year.

B. **Trade Secrets and other Confidential Information:** Weld County discourages bidders from submitting confidential information, including trade secrets, that cannot be disclosed to the public. If necessary, confidential information of the bidder shall be transmitted separately from the main bid submittal, clearly denoting in red on the information at the top the word, “CONFIDENTIAL.” However, the successful bidder is advised that as a public entity, Weld County must comply with the provisions of C.R.S. 24-72-201, et seq., the Colorado Open Records Act (CORA), with regard to public records, and cannot guarantee the confidentiality of all documents. The bidder is responsible for ensuring that all information contained within the confidential portion of the submittal is exempt from disclosure pursuant to C.R.S. 24-72-204(3)(a)(IV) (Trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data). If Weld County receives a CORA request for bid information marked “CONFIDENTIAL”, staff will review the confidential materials to determine whether any of them may be withheld from disclosure pursuant to CORA, and disclose those portions staff determines are not protected from disclosure. Weld County staff will not be responsible for redacting or identifying Confidential information which is included within the body of the bid and not separately identified. Any document which is incorporated as an exhibit into any contract executed by the County shall be a public document regardless of whether it is marked as confidential.

C. **Governmental Immunity:** No term or condition of the contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.
D. **Independent Contractor:** The successful vendor shall perform its duties hereunder as an independent contractor and not as an employee. He or she shall be solely responsible for its acts and those of its agents and employees for all acts performed pursuant to the contract. Neither the successful vendor nor any agent or employee thereof shall be deemed to be an agent or employee of Weld County. The successful vendor and its employees and agents are not entitled to unemployment insurance or workers’ compensation benefits through Weld County and Weld County shall not pay for or otherwise provide such coverage for the successful vendor or any of its agents or employees. Unemployment insurance benefits will be available to the successful vendor and its employees and agents only if such coverage is made available by the successful vendor or a third party. The successful vendor shall pay when due all applicable employment taxes and income taxes and local head taxes (if applicable) incurred pursuant to the contract. The successful vendor shall not have authorization, express or implied, to bind Weld County to any agreement, liability or understanding, except as expressly set forth in the contract. The successful vendor shall have the following responsibilities with regard to workers’ compensation and unemployment compensation insurance matters: (a) provide and keep in force workers’ compensation and unemployment compensation insurance in the amounts required by law, and (b) provide proof thereof when requested to do so by Weld County.

E. **Compliance with Law:** The successful vendor shall strictly comply with all applicable federal and state laws, rules and regulations in effect or hereafter established, including without limitation, laws applicable to discrimination and unfair employment practices.

F. **Choice of Law:** Colorado law, and rules and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of the contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void.

G. **No Third-Party Beneficiary Enforcement:** It is expressly understood and agreed that the enforcement of the terms and conditions of the contract, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in the contract shall give or allow any claim or right of action whatsoever by any other person not included in the contract. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under the contract shall be an incidental beneficiary only.

H. **Attorney’s Fees/Legal Costs:** In the event of a dispute between Weld County and the successful vendor, concerning the contract, the parties agree that Weld County shall not be liable to or responsible for the payment of attorney fees and/or legal costs incurred by or on behalf of the successful vendor.

I. **Disadvantaged Business Enterprises:** Weld County assures that disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

J. **Procurement and Performance:** The successful vendor agrees to procure the materials, equipment and/or products necessary for the project and agrees to diligently provide all services, labor, personnel and materials necessary to perform and complete the project. The successful vendor shall further be responsible for the timely completion, and acknowledges that a failure to comply with the standards and requirements outlined in the Proposal within the time limits prescribed by County may result in County’s decision to withhold payment or to terminate this Agreement.

K. **Term:** The term of this Agreement begins upon the date of the execution of this Agreement by County, and shall continue through and until successful vendor’s completion of the responsibilities described in the Proposal.

L. **Termination:** County has the right to terminate this Agreement, with or without cause on thirty (30) days written notice. Furthermore, this Agreement may be terminated at any time without notice upon a material breach of the terms of the Agreement.

M. **Extension or Modification:** Any amendments or modifications to this agreement shall be in writing signed by both parties. No additional services or work performed by the successful vendor shall be the basis for
additional compensation unless and until the successful vendor has obtained written authorization and acknowledgement by County for such additional services. Accordingly, no claim that the County has been unjustly enriched by any additional services, whether or not there is in fact any such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder.

N. **Subcontractors:** The successful vendor acknowledges that County has entered into this Agreement in reliance upon the particular reputation and expertise of the successful vendor. The successful vendor shall not enter into any subcontractor agreements for the completion of this Project without County’s prior written consent, which may be withheld in County’s sole discretion. County shall have the right in its reasonable discretion to approve all personnel assigned to the subject Project during the performance of this Agreement and no personnel to whom County has an objection, in its reasonable discretion, shall be assigned to the Project. The successful vendor shall require each subcontractor, as approved by County and to the extent of the Services to be performed by the subcontractor, to be bound to the successful vendor by the terms of this Agreement, and to assume toward the successful vendor all the obligations and responsibilities which the successful vendor, by this Agreement, assumes toward County. County shall have the right (but not the obligation) to enforce the provisions of this Agreement against any subcontractor hired by the successful vendor and the successful vendor shall cooperate in such process. The successful vendor shall be responsible for the acts and omissions of its agents, employees and subcontractors.

O. **Warranty:** The successful vendor warrants that services performed under this Agreement will be performed in a manner consistent with the standards governing such services and the provisions of this Agreement. The successful vendor further represents and warrants that all services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards, and that all services will conform to applicable specifications.

The vendor warrants that the goods to be supplied shall be merchantable, of good quality, and free from defects, whether patent or latent. The goods shall be sufficient for the purpose intended and conform to the minimum specifications herein. The successful vendor shall warrant that he has title to the goods supplied and that the goods are free and clear of all liens, encumbrances, and security interests.

Service Calls in the First One Year Period: The successful vendor shall bear all costs for mileage, travel time, and service trucks used in the servicing (including repairs) of any of the goods to be purchased by Weld County, Colorado, pursuant to this bid for as many service calls as are necessary for the first one (1) year period after said goods are first supplied to Weld County.

Vendor shall submit with their proposals the following information pertaining to the equipment upon which the proposals are submitted:

1. Detailed equipment specifications to include the warranty.
2. Descriptive literature.

P. **Non-Assignment:** The successful vendor may not assign or transfer this Agreement or any interest therein or claim thereunder, without the prior written approval of County. Any attempts by the successful vendor to assign or transfer its rights hereunder without such prior approval by County shall, at the option of County, automatically terminate this Agreement and all rights of the successful vendor hereunder. Such consent may be granted or denied at the sole and absolute discretion of County.

Q. **Interruptions:** Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.

R. **Non-Exclusive Agreement:** This Agreement is nonexclusive and County may engage or use other contractors or persons to perform services of the same or similar nature.

S. **Employee Financial Interest/Conflict of Interest – C.R.S. §§24-18-201 et seq. and §24-50-507.** The signatories to this Agreement agree that to their knowledge, no employee of Weld County has any personal or
beneficial interest whatsoever in the service or property which is the subject matter of this Agreement. County has no interest and shall not acquire any interest direct or indirect, that would in any manner or degree interfere with the performance of the successful vendor’s services and the successful vendor shall not employ any person having such known interests. During the term of this Agreement, the successful vendor shall not engage in any in any business or personal activities or practices or maintain any relationships which actually conflicts with or in any way appear to conflict with the full performance of its obligations under this Agreement. Failure by the successful vendor to ensure compliance with this provision may result, in County’s sole discretion, in immediate termination of this Agreement. No employee of the successful vendor nor any member of the successful vendor’s family shall serve on a County Board, committee or hold any such position which either by rule, practice or action nominates, recommends, supervises the successful vendor’s operations, or authorizes funding to the successful vendor.

T. Severability: If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

U. Binding Arbitration Prohibited: Weld County does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in the contract or incorporated herein by reference shall be null and void.

V. Board of County Commissioners of Weld County Approval: This Agreement shall not be valid until it has been approved by the Board of County Commissioners of Weld County, Colorado or its designee.

W. Compensation Amount: Upon the successful vendor’s successful completion of the service, and County’s acceptance of the same, County agrees to pay an amount no greater than the amount of the accepted proposal. The successful vendor acknowledges no payment in excess of that amount will be made by County unless a “change order” authorizing such additional payment has been specifically approved by the County’s delegated employee, or by formal resolution of the Weld

X. Taxes: County Board of County Commissioners, as required pursuant to the Weld County Code. County will not withhold any taxes from monies paid to the successful vendor hereunder and the successful vendor agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement. Contractor shall not be entitled to bill at overtime and/or double time rates for work done outside of normal business hours unless specifically authorized in writing by County.

6. INSURANCE REQUIREMENTS:

Insurance and Indemnification. Contract Professionals must secure, at or before the time of execution of any agreement or commencement of any work, the following insurance covering all operations, goods or services provided pursuant to this request. Contract Professionals shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as “A” VIII or better. Each policy shall contain a valid provision or endorsement stating “Should any of the above-described policies by canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Weld County Controller/Purchasing Director by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If any policy is in excess of a deductible or self-insured retention, County must be notified by the Contract Professional. Contract Professional shall be responsible for the payment of any deductible or self-insured retention. County reserves the right to require Contract Professional to provide a bond, at no cost to County, in the amount of the deductible or self-insured retention to guarantee payment of claims.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not decrease or limit the liability of Professional. The County in no way warrants that the minimum limits contained herein are sufficient to protect them from liabilities that might arise out of the performance of the work under this Contract by the Contract Professional, its agents, representatives, employees, or subcontractors. The Contract Professional shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contract Professional is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration,
or types. The Contract Professional shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. Any modification to these requirements must be made in writing by Weld County.

The Contract Professional stipulates that it has met the insurance requirements identified herein. The Contract Professional shall be responsible for the professional quality, technical accuracy, and quantity of all services provided, the timely delivery of said services, and the coordination of all services rendered by the Contract Professional and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.

**INDEMNITY:** The Contract Professional shall defend, indemnify and hold harmless County, its officers, agents, and employees, from and against injury, loss damage, liability, suits, actions, or willful acts or omissions of Contract Professional, or claims of any type or character arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers’ compensation law or arising out of the failure of the Contract Professional to conform to any statutes, ordinances, regulation, law or court decree. The Contract Professional shall be fully responsible and liable for any and all injuries or damage received or sustained by any person, persons, or property on account of its performance under this Agreement or its failure to comply with the provisions of the Agreement, or on account of or in consequence of neglect of the Contract Professional in its methods or procedures; or in its provisions of the materials required herein, or from any claims or amounts arising or recovered under the Worker’s Compensation Act, or other law, ordinance, order, or decree. This paragraph shall survive expiration or termination hereof. It is agreed that the Contract Professional will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contract Professional agrees to waive all rights of subrogation against the County its associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contract Professional for the County. A failure to comply with this provision shall result in County’s right to immediately terminate this Agreement.

**Types of Insurance:** The Contract Professional shall obtain, and maintain at all times during the term of any Agreement, insurance in the following kinds and amounts:

**Workers’ Compensation Insurance** as required by state statute, and Employer’s Liability Insurance covering all of the Contract Professional’s employees acting within the course and scope of their employment. Policy shall contain a waiver of subrogation against the County. This requirement shall not apply when a Contract Professional or subcontractor is exempt under Colorado Workers’ Compensation Act., AND when such Contract Professional or subcontractor executes the appropriate sole proprietor waiver form.

**Commercial General Liability Insurance** shall include bodily injury, property damage, and liability assumed under the contract.

- $1,000,000 each occurrence;
- $1,000,000 general aggregate;
- $1,000,000 Personal Advertising injury

**Automobile Liability:** Contract Professional shall maintain limits of $1,000,000 for bodily injury per person, $1,000,000 for bodily injury for each accident, and $1,000,000 for property damage applicable to all vehicles operating both on County property and elsewhere, for vehicles owned, hired, and non-owned vehicles used in the performance of this Contract.

**Professional Liability (Errors and Omissions Liability)**
The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract. Contract Professional shall maintain limits for all claims covering wrongful acts, errors and/or omissions, including design errors, if applicable, for damage sustained by reason of or in the course of operations under this Contract resulting from professional services. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contract Professional warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years.
beginning at the time work under this Contract is completed.

Minimum Limits:

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Contract Professionals shall secure and deliver to the County at or before the time of execution of this Agreement, and shall keep in force at all times during the term of the Agreement as the same may be extended as herein provided, a commercial general liability insurance policy, including public liability and property damage, in form and company acceptable to and approved by said Administrator, covering all operations hereunder set forth in the related Request for Proposal.

Proof of Insurance: County reserves the right to require the Contract Professional to provide a certificate of insurance, a policy, or other proof of insurance as required by the County's Risk Administrator in his sole discretion.

Additional Insureds: For general liability, excess/umbrella liability, pollution legal liability, liquor liability, and inland marine, Contract Professional's insurer shall name County as an additional insured.

Waiver of Subrogation: For all coverages, Contract Professional's insurer shall waive subrogation rights against County.

Subcontractors: All subcontractors, independent Contract Professionals, sub-vendors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Contract Professional. Contract Professional shall include all such subcontractors, independent Contract Professionals, sub-vendors suppliers or other entities as insureds under its policies or shall ensure that all subcontractors maintain the required coverages. Contract Professional agrees to provide proof of insurance for all such subcontractors, independent Contract Professionals, sub-vendors suppliers or other entities upon request by the County.

The terms of this Agreement are contained in the terms recited in this Request for Proposal and in the Response to the Proposal each of which forms an integral part of this Agreement. Those documents are specifically incorporated herein by this reference.
Human Services Campus

Wayfinding Signage Analysis and Design

Request For Proposal (RFP)

OVERVIEW

Weld County is seeking the services of qualified consultants to provide design proposals for wayfinding signage at our Human Services campus located at 315 N 11th Avenue Greeley, Colorado. The proposal shall include an analysis and strategy for an attractive system of signage and wayfinding elements that establishes unified design standards for this campus that may be replicated at other campuses throughout Weld County.

This solicitation is for the following:

- **Delivery Method:** This RFP is for the design portion only of the Design-Bid-Build (DBB) project delivery method in which County either designs or retains a designer to furnish complete design services. The County will then advertise and award a separate construction contract based on the designer's completed construction documents.

- **Procurement Method:** Qualifications-Based Selection (QBS) which is a procurement method used for the competitive selection of architectural, engineering, or similar professional services under which the most appropriate professional or firm is selected based on qualifications such as knowledge, skill, experience, and other project-specific factors, rather than on solely fees. QBS is typically achieved in two general steps: RFQ and RFP. If the QBS process is used in conjunction with State or Federal funding sources, the department will use the QBS scoring form to determine vendor ranking. If the QBS process is used with funds other than State or Federal, the department will use the Best Value Scoring form.

1. Request for Qualifications (RFQ) is a procurement step under the Qualification Based Selection (QBS) procurement method. RFQ is the first step of QBS where prospective suppliers or consultants respond to the solicitation. RFQ allows the County to provide a pre-screening step, so when a Request for Proposal is sought there are fewer proposals to evaluate. RFQ is not a bid. Thus, the RFQ becomes a means by which the purchasing department can add suppliers or consultants to their vendor list or short list. During the ranking process, the department uses interviews and a scoring form to rank suppliers or consultants. The top three-to-five highest ranked firms will be placed on a shortlist achieving the ability to respond to a related RFP.

2. Request for Proposal (RFP) is a procurement step under the Qualification Based Selection (QBS) procurement method. RFP is the second QBS step where prospective suppliers or consultants from the short list are requested to submit a proposal for the procurement of goods, works or services, based on the specifications, scope of work, or terms of reference included in the solicitation documents. During the selection process, the department uses interviews and a scoring form to rank suppliers or consultant. The highest ranked firm is selected and enters into contract. If an agreement cannot be reached, an agency can negotiate a contract with the second ranked consultant and so on until an agreement is reached.
Pricing Method: Lump Sum Price. The lump sum is the simplest and easiest price. Based on specifications, the contractor estimates their cost to provide the work, adds a profit margin, then proposes the sum as a price of the project. Lump Sum requires the proposals to include a fixed, not-to-exceed lump sum, which shall include all costs that may be paid to the contractor. The solicitation may include an itemized list of costs, in which case the proposals shall include itemized costs. Also referred to as Fixed Lump Sum, Fixed Contract Price, or Not to Exceed Price.

SCOPE OF WORK

The proposed scope of work is intended to be a general outline of the work anticipated to be included in the process. It is not an all-inclusive.

1. Develop and provide a written analysis & strategy based on visiting our campus & staff
2. Recommend signage types and elements that should be added, replaced or consolidated
3. Recommend design standards for wayfinding elements
4. Evaluate Americans with Disability Act (ADA) signage compliance with recommended changes.
5. Provide cohesive or unifying theme for the signs and elements
6. Provide a minimum of two schematic design concepts, sign types from which a final design concept will be selected.
7. From the final design concept selected by the County – develop final design drawings that include detailed specifications for fabrication, dimensions, materials, colors, and installation requirements.
8. Schematics should include, at a minimum, the following: sign types, size, directional and destination identification and placement within or outside of buildings.
9. Provide sign schedule to include sign location, type, size, message etc.
10. After design is developed, provide estimated budget pricing for complete manufacture, coordination and installation.
11. County expects complete designed solution delivered by May 31, 2019. This is so identified design/solution can be bid through a separate manufacture and installation bid.
12. Fees shall include all costs for travel, design, and printed material.
13. It is anticipated that final delivery of project will include a PDF copy of design with locations identified, CAD copy of design, and two hardcopies.
EVALUATION CRITERIA

The following criteria will be used to evaluate qualifications the response to this Request for Proposal. Therefore, bidders shall include in their responses information to support the following:

1. Prior experience of firm and key staff on a similar project.
2. Quality and experience of people assigned to the project – project manager, superintendent, designer, etc.
3. Current workload, organizational depth and ability to deliver the project within the project’s timeframe.
4. Demonstrated ability to design/develop a project such as this to meet practical cost, schedule and quality goals.
5. Completeness of the response to this Request for Proposal.
6. Fees

Fee Proposal
Lump Sum

Design Fee: $___________

Other (describe): $___________

Total: $___________

A recommended pre-proposal conference will be held on Monday, March 11th, 2019 at 1:00 PM at the Human Services Building A, located at 315-A North 11th Avenue, Greeley, CO 80631.

Bids will be received up to, but not later than Thursday, March 28th, 2019 at 10:30 AM (WELD COUNTY PURCHASING TIME CLOCK).
The undersigned, by his or her signature, hereby acknowledges and represents that:

1. The proposal proposed herein meets all of the conditions, specifications and special provisions set forth in the request for proposal for Request No. #B1900072.
2. The quotations set forth herein are exclusive of any federal excise taxes and all other state and local taxes.
3. He or she is authorized to bind the below-named vendor for the amount shown on the accompanying proposal sheets.
4. The signed proposal submitted, all of the documents of the Request for Proposal contained herein (including, but not limited to, product specifications and scope of services), and the formal acceptance of the proposal by Weld County, together constitutes a contract, with the contract date being the date of formal acceptance of the proposal by Weld County.
5. Weld County reserves the right to reject any and all proposals, to waive any informality in the proposals, and to accept the proposal that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The proposal(s) may be awarded to more than one vendor.

FIRM ___________________________________________ BY ___________________________________________
(Please print)
BUSINESS ADDRESS ____________________________________________________ DATE __________
CITY, STATE, ZIP CODE _________________________________________________________________
TELEPHONE NO ___________________ FAX ______________________ TAX ID # _________________
SIGNATURE ________________________________ E-MAIL __________________

**ALL BIDDERS SHALL PROVIDE A W-9 WITH THE SUBMISSION OF THEIR BID**

WELD COUNTY IS EXEMPT FROM COLORADO SALES TAXES. THE CERTIFICATE OF EXEMPTION NUMBER IS #98-03551-0000. YOU DO NOT NEED TO SEND BACK PAGES 1 – 8.