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

DATE:  FEBRUARY 10, 2020
BID NUMBER:  B2000083
DESCRIPTION:  DESIGN CONSULTANT - SHOOTING RANGE
DEPARTMENT:  BUILDINGS & GROUNDS
MANDATORY PRE-BID CONFERENCE DATE:  FEBRUARY 25, 2020
BID OPENING DATE:  MARCH 16, 2020

1. NOTICE TO BIDDERS:

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:

DESIGN CONSULTANT – SHOOTING RANGE

A mandatory pre-bid conference will be held at 11:00 AM, on February 25, 2020 at Weld County Department of Buildings & Grounds located 1105 H Street, Greeley, CO 80631. Bidders must participate and record their presence at the pre-bid conference to be allowed to submit bids.

Bids will be received at the Office of the Weld County Purchasing Department in the Weld County Administration Building, 1150 O Street, Room #107, Greeley, CO 80631 until: 10:00 AM on March 16, 2020 (Weld County Purchasing Time Clock).

PAGES 1 – 8 OF THIS REQUEST FOR BIDS 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. BID SPECIFICS FOLLOW PAGE 8.

2. INVITATION TO BID:

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

Bids 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 bidder will expect Weld County to pay if awarded the bid.

You can find information concerning this request at two locations: On the Weld County Purchasing website at https://www.weldgov.com/departments/purchasing/bids_proposals located under “Bids / Proposals / Tabulations”. And, on the Bidnet Direct website at https://www.bidnetdirect.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.

Bid Delivery to Weld County – 2 methods:

1. Email. Emailed bids are preferred. Bids may be emailed to: bids@weldgov.com Emailed bids must include the following statement on the email: “I hereby waive my right to a sealed bid”. An email confirmation will be sent when we receive your bid/proposal. If more than one copy of the bid is requested, you must submit/mail hard copies of the bid proposal.
2. **Mail or Hand Delivery.** Mailed (or hand delivered) bids should be sent in a sealed envelope with the bid title and bid number on it. Please address to: Weld County Purchasing Department, 1150 O Street, Room #107 Greeley, CO 80631. **Please call Purchasing at 970-400-4222 or 4223 if you have any questions.**

3. **INSTRUCTIONS TO BIDDERS: INTRODUCTORY INFORMATION:**

Bids shall be typewritten or written in ink on forms prepared by the Weld County Purchasing Department. Each bid must give the full business address of bidder and be signed by him with his usual signature. Bids 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. Bids 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 bid 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 bid 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 Bidder. All corrections or erasures shall be initialed by the person signing the bid. All bidders shall agree to comply with all of the conditions, requirements, specifications, and/or instructions of this bid as stated or implied herein. All designations and prices shall be fully and clearly set forth. All blank spaces in the bid forms shall be suitably filled in. Bidders are required to use the Proposal Forms which are included in this package and on the basis indicated in the Bid Forms. The Bid Proposal must be filled out completely, in detail, and signed by the Bidder.

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

In accordance with Section 14-9(3) of the Weld County Home Rule Charter, Weld County will give preference to resident Weld County bidders in all cases where said bids 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 bids 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 bids, to waive any informality in the bids, to award the bid to multiple vendors, and to accept the bid that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The bid(s) may be awarded to more than one vendor.

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

4. **SUCCESSFUL BIDDER HIRING PRACTICES – ILLEGAL ALIENS:**

Successful bidder certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract. Successful bidder 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 bidder 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
bidder that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Successful bidder 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 bidder obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien Successful bidder shall notify the subcontractor and County within three (3) days that Successful bidder 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 bidder 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 bidder 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 bidder participates in the State of Colorado program, Successful bidder shall, within twenty days after hiring a new employee to perform work under the contract, affirm that Successful bidder 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 bidder 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 bidder 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 bidder 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 bidder receives federal or state funds under the contract, Successful bidder 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 bidder 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 bid, 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 bidder 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 bidder nor any agent or employee thereof shall be deemed to be an agent or employee of Weld County. The successful bidder 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 bidder or any of its agents or employees. Unemployment insurance benefits will be available to the successful bidder and its employees and agents only if such coverage is made available by the successful bidder or a third party. The successful bidder shall pay when due all applicable employment taxes and income taxes and local head taxes (if applicable) incurred pursuant to the contract. The successful bidder 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 bidder 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 bidder 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 bidder, 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 bidder.

I. **Disadvantaged Business Enterprises:** Weld County assures that disadvantaged business enterprises will be afforded full opportunity to submit bids 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 bidder 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 bidder shall further be responsible for the timely completion, and acknowledges that a failure to comply with the standards and requirements outlined in the Bid 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 bidder’s completion of the responsibilities described in the Bid.

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 bidder shall be the basis for additional compensation unless and until the successful bidder 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 bidder acknowledges that County has entered into this Agreement in reliance upon the particular reputation and expertise of the successful bidder. The successful bidder 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 bidder 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 bidder by the terms of this Agreement, and to assume toward the successful bidder all the obligations and responsibilities which the successful bidder, 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 bidder and the successful bidder shall cooperate in such process. The successful bidder shall be responsible for the acts and omissions of its agents, employees and subcontractors.

O. **Warranty:** The successful bidder 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 bidder 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 bidder 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 bidder 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 bidder 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.

Bidder shall submit with their bids the following information pertaining to the equipment upon which the bids are submitted:

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

P. **Non-Assignment:** The successful bidder 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 bidder 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 bidder 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 bidder’s services and the successful bidder shall not employ any person
having such known interests. During the term of this Agreement, the successful bidder 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 bidder to ensure compliance with this provision may result, in County’s sole discretion, in immediate
termination of this Agreement. No employee of the successful bidder nor any member of the successful bidder’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 bidder’s operations, or authorizes funding to the
successful bidder.

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 bidder’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
bid. The successful bidder 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 bidder hereunder and the successful
bidder 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
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:**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Loss</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

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 Bid or 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 Bid and in the Response to the Bid each of which forms an integral part of this Agreement. Those documents are specifically incorporated herein by this reference.
OVERVIEW

Weld County is seeking a design consultant that is experienced in shooting range design, requirements, and regulations. This consultant would work for Weld County but participate in a design team environment using architectural/engineering firm already under contract with the County. The Shooting Range Design consultant would provide necessary design elements for the site to ensure the proposed shooting range meets requirements for all applicable local, State, Federal, U.S. Environmental Protection Agency, Occupational Health and Safety Administration (OSHA), and National Environmental Policy Act requirements.

PROJECT

Weld County has procured an 80-acre site located southwest of County Road 120 and County Road 23. The parcel number on the Weld County Assessor site is: 030312300011 with the legal description of Section: 12 Township: 10N Range: 67W. The purpose for this purchase is to accommodate construction of new Law Enforcement training site. The training site will include a classroom, driving course, shooting range and explosive ordinance training area, and K9 Training course. The site will be developed in phases over the next decade.

The first phase will consist of a 8,000 square feet building, gravel parking lot, and basic outdoor shooting range site with a 50-yard course and 100-yard course. The desire is to prepare the civil changes to the site for future expansions which could also include a 300-yard course and an explosive testing area.

The project will be guided by a representative from Weld County Buildings & Grounds Department. And may periodically include an agent(s) from the Sheriff’s Office, and an architectural/engineering firm already under contract (hereinafter referred to as the “County Project Team”). A Weld County Buildings & Grounds representative is the prime representative that will coordinate consultant’s work.

NOTE: The Law Enforcement Training facility (with shooting range) will need to go through the Weld County Planning Department’s Zoning Permit for Certain Uses in Ag Zone (ZPAG) process. ZPAG Application is attached. Consultant will be responsible for providing applicable aspects of this application.

BACKGROUND

Weld County has previously awarded architectural/engineering design services to four vendors who perform design services as an on-call and/or per project approach. They provide professional design services as needed for schematic design, design development, construction documents, and construction administration.

PROCUREMENT METHOD

This solicitation is for the following:

- Delivery Method: Design portion of the Design-Bid-Build. The Design-Bid-Build (DBB) is the traditional project delivery method in which County either designs or retains a designer to furnish complete design services. Then solicits bids (advertises) and awards a separate construction contract based on the designer’s completed construction documents. In DBB, the agency “owns” the details/risks of design during construction and as a result, is responsible for the cost of any errors or omissions encountered in construction.
• Procurement Method: Request for Proposal (RFP) is a purchasing process where an advertisement requesting proposals for work in accordance with the requirements as outlined for a project. RFP will use a selection team based on a scope of work. During the selection process, the department uses interviews and a scoring form to rank suppliers or consultants. The highest ranked firm is selected and enters into contract. If an agreement to contract 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.

PRELIMINARY SCHEDULE:

Date of this Bid February 10, 2020
Bid Advertised to Websites February 10, 2020
Pre-bid Conference February 25, 2020
Bids Are Due March 16, 2020
Interviews March 23-31, 2020
Contract Award Notice April 1, 2020
Begin Design/Consultation Services Immediately upon notice of award contract
Schematic Design (30%) May 15, 2020
ZPAG Submittal May 15, 2020
Design Development (60%) July 1, 2020
Construction Documents (100%) September 15, 2020

SCOPE OF WORK

The following items will be the Scope of Work and should be considered the minimum that the consultant shall provide.

PROJECT DESIGN, MANAGEMENT AND MEETINGS

The consultant shall coordinate their work scope, define construction needs that meet the minimum standards for a shooting range with the architectural/engineering consultant team, assist with document progressions/development, provide communication with the County Project Team, and present project results including the following work items:

A. The Consultant Project Manager shall be the primary point of contact and coordinate work effort, resources, communications, document production, and billings on behalf of the consultant and team members

B. The Consultant shall participate in a project kickoff meeting along with the County Project Team, and architectural/engineering firm. Which could include a site visit to the Facility where work is being considered to thoroughly review existing conditions and improvement needs.
C. The Consultant shall plan to attend up to ten (10) on-site meetings during the design phase with the County Project Team to discuss work tasks and solicit input. Other key consultant team members shall participate in-person or via teleconferencing as necessary based on the scope of each project.

DATA AND INFORMATION REVIEW

The Consultant shall be responsible for researching, collecting, and analyzing relevant information needed to effectively execute this scope of work. The Consultant shall be responsible for:

A. Familiarizing themselves with applicable local, state, and federal regulations.

B. Weld County design team will provide copies progress plans, as developed. Computer-Aided Design (CAD)/AutoCAD copies of plans will be coordinates, as developed.

C. The Consultant will provide a summary of minimum requirements for initial design and future maintenance and operational needs.

FACILITY AND SITE PLANNING

The Consultant shall guide the facility and site planning process while working with the County Project Team to define the scope and extent of components to be included in the design of each phase of the project. The Consultant shall provide the following as part of this task:

A. Review regulations and standards with the Design Team to assist in determining the appropriate dimensions/allocation for various range desires.

B. Ensure final design meets the minimum standards for constructing a shooting range and facility support items which will include as a minimum maintenance, noise suppression, lead mitigation/cleanup protocols,

C. Spearhead, identify and resolve environmental impact along with associated documents for analyzing and mitigating in a practical and cost-effective manner.

D. Spearhead, identify and resolve environmental noise control in a practical and cost-effective manner

E. Review citizen concerns and assist in devising practical mitigating solutions.

F. Assist with any local jurisdictional permitting items (e.g. Use by Special Review (USR), Zoning Permit for Certain Uses in Ag Zones (ZPAG), etc.)

G. Perform a thorough review and recommendation of minimum equipment needs for shooting range related equipment.

H. Prepare a memorandum summarizing the results of these tasks as needed.

I. Architectural Design Team has been procured by the County through a separate RFP process. This team will produce architectural, civil, structural, mechanical, and plumbing plans for this project. The winner of this consultant bid is expected to work closely with this team and the County personnel to develop a practical and cost effective design that will be bid for construction at a later date.

J. Base bid shall include Construction Administration (CA) fees for reviewing and providing clarification for shop drawings, Requests for Information, and change orders. For additional CA work, identify the hourly rate in table below.

K. Revit or BIM modeling is not required.

USE OF SUB CONSULTANTS

The proposer shall indicate in their proposal any work intended to be performed by sub-consultants or persons outside of the firm. The proposer shall name the sub-consultants, if known, at the time of proposal submittal.
QUALIFICATIONS

A. Bidders must submit projects performed with similar requirements that were met.
B. Bidders must submit appropriate certifications related to this bid.
C. Bidders must submit a listing of references for similar projects.
D. Describe the standard(s) of design that you will use for the basis of design

PROPOSAL SUBMITTAL

Please submit your proposal, addressing each of the following items in the order as outlined below. As time is of the essence, brevity is appreciated. Proposers should provide only the information requested, and present it in a clear, concise manner. Your proposal shall include Four (4) paper proposals AND one (1) .pdf proposal (matching the paper proposal exactly on one single file) on one (1) FLASH DRIVE is required. Incomplete proposals may be rejected.

A. Signed SIGNATURE PAGE of this RFP
B. Table of Contents
C. Brief summary of the proposal, including Statement of Understanding showing familiarity with the Scope of Work
D. Explain your and any consultant’s capabilities, qualifications, history, and experience in providing all services described in this RFP and include the following:

1) The consultant’s experience working on public sector projects and/or projects closely related to this one.
2) Copies, if any, of certificates/awards pertinent to the scope of work
3) Provide date established, state incorporated, office location(s), previous names the firm has used in the last ten (10) years, geographical area(s) where most of the firm’s work occurs and a general description of the firm and its history
4) Provide all pending or past legal action (including lawsuits, claims or liens) or arbitration proceedings in which your firm has been involved during the past five (5) years involving Contractor, Subcontractors, or other Entities
5) Provide a minimum of two (2) completed similar projects along with description and contact information for the owner.
6) Provide at least five (5), but not more than ten (10), references for your firm and your proposed engineering firm(s). Include: company name, contact name and title, contact phone number and email address, and project information. Identify your lead team member(s) that work on the reference. Weld County will use these references to provide proof of qualifications and understanding of Weld County’s Scope of Work and that the consultant has the experience and qualified personnel necessary to complete the Scope of Work. Limit this section to a maximum of ten (10) pages in length.
7) Provide your firm’s approach and experience with designing, engineering, life-cycle costing, system evaluations, material selections etc. related to sustainable design

E. Organizational chart and resumes of all key staff and core staff that will be involved with providing services, including:

1) Identify who will act as the primary contact person to Weld County for this project.
2) List specific personnel proposed for the project team and provide a resume for each of your proposed team members along with a copy of current state licensing for each architect or engineer
3) A description of the individual’s background and experience, including any unique qualifications, related qualifications, and relevant experience
4) Years of experience
5) Years of experience with the firm
6) Years of experience with the proposed project team

F. Consultant’s approach to the work outlined in the Scope of Work
   1) Description of the approach should include sufficient detail
   2) Provide a narrative description of the work to be accomplished and your approach to completing the work
   3) Describe the proposed work including the phases, processes, documents, deliverables and all applicable requirements
   4) Description of your approach to communication(s)

G. Proposed Project Schedule
   1) Describe how your firm handles the various communications, including meetings and project schedules, to keep the project running smoothly
   2) Describe how your firm can respond to quick-hitting design requests requiring turnaround times to be expedited in some instances

H. Proposed Fee Structure (pricing needs to be lump sum pricing)
   1) Complete Attachment A - Project Rate Sheet
   2) Identify the hourly rates for all personnel, by title, who would be working on this project
   3) Include all anticipated reimbursable expenses in your proposal

I. Statement of consultant’s intent to sublet portions of the work, identifying what is intended to be sublet
   1) Include the name of the sub-consultant and a statement of qualifications of the sub-consultant
   2) Include a completed Attachment A- Project Rate Sheet for each sub-consultant you intend to sublet with

EVALUATION CRITERIA

Proposal submittals will be individually evaluated by each Evaluation Committee member. The criteria below will be the basis for review of the written proposals. The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Standard</th>
<th>Weighing Factor</th>
</tr>
</thead>
</table>
| **Firm Capability** | • Does the Consultant, key staff, and/or sub-consultants have the experience and qualifications to perform the Scope of Work?  
• Does the Consultant possess the background and experience to meet the needs of the County? | 25%             |
Consultant and Key Staff Experience and Qualifications

Does the Consultant possess the qualifications needed?
• Does the Consultant have experience in designing a variety of similar projects?
• Does the Consultant’s personnel have the experience needed to complete the projects?
• Do the sub-consultants, if any, have the qualifications, experience, and key personnel needed?
• Does the Consultant provide experience and ability for life-cycle costing and system evaluation on projects?

25%

Project Approach

Does the Consultant’s approach allow the Evaluation Committee to determine how the respondent will best meet the needs of the County?
• Does the Consultant’s approach detail how they will be able to handle the various communications, including meetings and project schedule, to keep the projects running smoothly?
• Does the Consultant’s approach detail how they plan to manage meetings and project schedule, making sure the project runs smoothly and on time?

15%

Firm Availability and Project Schedule

Does the Consultant have the availability and commitment of key staff members and other staff and resources (sub-consultants) needed to complete services in a timely fashion?
• What means does the Consultant have to accommodate urgent project needs for quick turnarounds on tight schedules?

15%

Cost

Is the Consultant’s fee structure competitive, reasonable, and advantageous to Weld County?

20%

AWARD AND AGREEMENT

Interviews may be held, and references may be contacted, to assist in the decision for award. A formal agreement will be awarded to the vendor with the most responsible, responsive, reasonable proposal, deemed the best fit and most advantageous to Weld County.

A Sample of Weld County’s “Professional Services Agreement” is included with this Request for Proposal and posted on the web site. It is expected that any exceptions or requested additions to the attached agreement be stated and submitted with your Proposal. The County makes no guarantee any changes or concessions to the standard agreement will be made but will review and consider all requests.

FEES

Provide your company’s lump sum fees for this proposal. In addition, provide any costs for reimbursable items if not included in your lump sum. Further, if you feel an item is missing from this proposal that is needed to ensure successful completion with the intent, provide those associated fees along with a separate sheet explaining them.

Lump Sum Fee: $____________________

Other fees not listed (list): $____________________
REIMBURSABLES
If other fees are not part of your lump sum above, please provide markup amount for reimbursables, such as large format copies and plans, postage/shipping, mileage, and any other standard reimbursables. Additionally, submit a Unit Cost Summary Sheet as part of your proposal. Any additional fees will be evaluated in conjunction with the lump sum request.

Percent markup for Design Reimbursables _____________%  

Please provide a schedule of hourly rates for all proposed team members for additional related work that may be requested beyond this RFP. Please detail any members not listed

<table>
<thead>
<tr>
<th>HOURLY RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
</tr>
<tr>
<td>Associate</td>
</tr>
<tr>
<td>Project Manager</td>
</tr>
<tr>
<td>Designer</td>
</tr>
<tr>
<td>Draftsperson</td>
</tr>
<tr>
<td>Intern</td>
</tr>
<tr>
<td>Contract Administration</td>
</tr>
<tr>
<td>Other (list)</td>
</tr>
<tr>
<td>Other (list)</td>
</tr>
<tr>
<td>Other (list)</td>
</tr>
<tr>
<td>Other (list)</td>
</tr>
<tr>
<td>Other (list)</td>
</tr>
<tr>
<td>Other (list)</td>
</tr>
<tr>
<td>Other (list)</td>
</tr>
<tr>
<td>Other (list)</td>
</tr>
<tr>
<td>Other (list)</td>
</tr>
</tbody>
</table>

Continue on additional page(s), as necessary

A mandatory pre-bid conference will be held on **February 25, 2020 at 11:00 AM**, at Weld County Buildings & Grounds located at 1105 H Street, Greeley, CO 80631.

Bids will be received up to, but not later than **March 16, 2020 at 10:00 AM** (WELD COUNTY PURCHASING TIME CLOCK).
The undersigned, by his or her signature, hereby acknowledges and represents that:

1. The bid proposed herein meets all of the conditions, specifications and special provisions set forth in the request for proposal for Request No. #B2000083.

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 bidder for the amount shown on the accompanying proposal sheets.

4. The signed bid 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 bid by Weld County, together constitutes a contract, with the contract date being the date of formal acceptance of the bid by Weld County.

5. Weld County reserves the right to reject any and all bids, to waive any informality in the bids, and to accept the bid that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The bid(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.

ATTEST: BOARD OF COUNTY COMMISSIONERS
Weld County Clerk to the Board WELD COUNTY, COLORADO
BY:______________________________
Deputy Clerk to the Board

Mike Freeman, Chair
APPROVED AS TO SUBSTANCE:
Elected Official or Department Head

Controller/Purchasing Director