

**REQUEST FOR PROPOSAL (RFP) #801
SALT SAND 10% 2023
ROUTT COUNTY, COLORADO**

The purpose of this Request For Proposal (RFP) and accompanying specifications are to provide instructions and assistance in submitting an offer to supply road sand mix per specifications shown below with 10% salt sand for the Routt County Road and Bridge Department for the period approximately December 2023 through May 2024 on an as-needed basis. The objective is to issue a purchase order to supplier by October 10, 2023.

1) GENERAL TERMS AND CONDITIONS

- a) Proposal responses must be received **not later** than:

10:00 a.m. Mountain Time September 28, 2023

- b) Any proposal response received after the time and date stipulated will not be considered and will be rejected and returned to the Offeror.
- c) Email is the preferred method of response (see below for further detail).
- d) If a paper copy of RFP response is received it must be in a sealed envelope with “RFP-801 Salt Sand 10% 2023” clearly written on the sealed envelope and the envelope shall bear the name of the Offeror, their address, and phone number.
- e) If you utilize U.S. mail, express delivery service, or hand deliver please send to the correct address listed below:

USPS, Expedited services via Federal Express, UPS, etc. to this address
Routt County Commissioners Office
522 Lincoln Avenue, Suite 30
Steamboat Springs, CO 80487

For questions or further information please contact
Julie Kennedy, Purchasing Agent

Direct Phone Number: 970-870-5316
Fax: 970-879-3992

- f) Email to jkennedy@co.routt.co.us is the preferred method of response. However, 32 megabyte is the maximum amount of data Routt County can receive in any one email. Sometimes this may necessitate more than one email by the Offeror or elimination of high megabyte unnecessary graphics. It is up to the Offeror to ensure emails do not exceed this limit and must confirm receipt of email by Routt County prior to due date and time. An email sent but not received by the due date and time will not be considered. If proposal response is submitted electronically Routt County will not be responsible for the security of the response from an Offeror from others.
- g) Routt County advocates open and fair competition among suppliers and contractors to provide the best goods and services for Routt County and its citizens. The County prohibits discrimination based on political affiliation, race, creed, color, national origin, ancestry, sex, sexual orientation, age, religion, handicap, disability, veteran status or genetic information in all business transactions, purchases and contracts.
- h) The failure or omission of an Offeror to acquaint himself/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFP or to the contract.
- i) Proprietary information from competing Offerors shall not be disclosed to the public or to competitors.

2) INQUIRIES AND NO CONTACT POLICY

- a) All questions must be received, in writing, prior to 12:00 p.m. Mountain Time September 21, 2023 and shall be directed only to Routt County Purchasing Assistant, Julie Kennedy at jkennedy@co.routt.co.us. Answers to questions received that would change and/or clarify this solicitation will be provided in writing, via an addendum to all firms that have received the original RFP after the date for questions has expired. In this way, we hope to eliminate multiple addendums.
- b) Questions will be answered by addenda that will be issued to all Offerors who received a copy of the RFP and posted on the Routt County website. The County shall not be legally bound by an addendum or interpretation that is not in writing.
- c) Any contact initiated by any Offeror with any County representative, other than the Purchasing Department representative listed herein, concerning this RFP is prohibited. Any such unauthorized contact may cause the disqualification of the Offeror from this procurement transaction. Information obtained from an unauthorized officer, agent, or employee of Routt County or any other person shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions of the contract for the purpose of this project.

3) LATE PROPOSAL RESPONSES

- a) Late proposal responses shall be considered void and unacceptable. They will not be accepted and will be returned to the Offeror.
- b) It is the sole responsibility of the Offeror to ensure that their proposal response is received by Commissioners Office personnel before the deadline indicated above. If you decide to utilize an express delivery service, please note that overnight service is not always delivered on the next day. Routt County will not be responsible for responses sent to other County offices, etc.
- c) If proposal response is submitted electronically Routt County will not be held responsible for late responses due to failure of electronic communications.

4) WITHDRAWAL OF PROPOSAL RESPONSES BEFORE OPENING

- a) Proposal responses may be modified or withdrawn prior to the due date and time above by submitting a written request for its withdrawal to the Purchasing Agent listed. After the time set for opening of proposal responses no proposal response may be modified or withdrawn. Withdrawal requests received after the time advertised for proposal response opening will be void, regardless of when they were mailed. Offeror may submit the same, a new, or a modified proposal response prior to the due date and time shown above.
- b) No Offeror may withdraw a proposal response within 60 days after the actual date of the RFP opening.

5) MISTAKES AFTER PROPOSAL RESPONSE OPENING

- a) Proposal responses containing patently obvious mechanical, clerical or mathematical errors may be withdrawn by the Offeror if clear and convincingly sworn, written evidence is furnished to the County no later than 48 hours before the proposal response opening excluding Saturday, Sundays and Legal Holidays.
- b) Under no circumstances can an Offeror be allowed to raise their unit prices(s) as contained in the initial proposal response.

6) REJECTION OF PROPOSAL RESPONSES

- a) Routt County Board of County Commissioners (BCC) reserves the right to reject any or all proposal responses and to waive informalities and minor irregularities in proposal responses received, and to accept any portion of the proposal response that is deemed to be in the best interest of Routt County.

7) INDEMNIFICATION

- a) The successful Offeror shall indemnify and save harmless Routt County and all County officers, agents, and employees from all suits or claims of any character brought by reason on infringing on any patent trademark or copyright.
- b) Routt County will not be liable in any way for any of the costs incurred by the Offerors in preparation of their proposal responses in response to this RFP nor for the presentation of their proposal responses or participation in any discussions or negotiations.

8) PROTEST PROCEDURE

Filing a Protest and When to File:

Protest shall be submitted in writing and received by the Purchasing Agent on the earliest of seven (7) working days after the aggrieved person knows or should have known of the facts giving rise thereto or ten (10) days after award. Protests based upon restrictive specifications or alleged improprieties in any type of solicitation, which are apparent prior to bid opening or the closing date for receipt of initial proposal responses, must be filed no later than three (3) days prior to bid opening or the closing date for receipt of initial proposal responses.

Subject of Protest:

Protesters may file a protest on any phase of solicitation or award, including but not limited to specification or award. Protesters may not challenge the evaluation criteria or the relative weight of the evaluation criteria or the formula for making an award determination.

Content:

- The written protest must include the following:
 - The name and address of the protester
 - Appropriate identification of the purchase
 - A statement of the reasons for the protest
 - Any available exhibits, evidence or documents substantiating the protest

Decision:

The Director of Purchasing and County Manager shall make a decision, in writing, on a protest within seven (7) working days after receiving all relevant, requested information. The decision shall inform the protestor of his or her right to appear to the Board of County Commissioners within seven (7) working days. Within fourteen (14) working days the Board of County Commissioners shall render a decision or state the time frame for the protest review. The decision of the BCC is final.

Withholding of Award:

When a protest has been filed before award, the County will not make an award prior to the resolution of the protest, and when a protest has been filed before the opening of bid or proposal responses, the County will not open responses prior to the resolution of the protest, unless the County determines that:

- The items to be procured are urgently required
- Delivery or performance will be unduly delayed by failure to make the award promptly
- Failure to make prompt award will otherwise cause undue harm to the County and its citizens

When a protest has been filed after award, the County will not terminate or cancel any contract or Purchase Order issued to another vendor, unless it is determined by the County Manager that the award should be canceled and the project/purchase canceled, re-advertised and solicited or any other option in the best interests of the County.

9) PERMITS, TAXES AND FEES

- a) All proposal responses submitted must include the price of any business and professional licenses, permits, taxes and fees as required by Federal, State or Local Government Agencies. Routt County does not waive any fees for its own projects.
- b) The proposal response price shall be exclusive of any federal or state taxes from which Routt County is exempt by law.

10) CLARIFICATION OF RFP DOCUMENTS AND ADDENDA

- a) If an Offeror discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in these RFP documents, they shall immediately notify the Purchasing Agent of such error and request modification or clarification of the document.
- b) Offerors requiring additional information may submit their questions in writing to the attention of the Purchasing Agent.
- c) Answers to questions received that would change and/or clarify this solicitation will be provided in writing, via an addendum to all firms that have received the original RFP after the date for questions has expired. In this way, we hope to eliminate multiple addendums.
- d) RFP and addenda are listed on the Routt County website under the Purchasing Department and it is the Offeror's responsibility to ensure they have all addenda pertaining to this RFP. The Routt County website is www.co.routt.co.us.
- e) It will be the Offeror's responsibility to make inquiry as to the addenda issued.
- f) Any addenda issued will be numbered sequentially beginning with the number #1.
- g) Number of each addendum received, if any, must be shown on the signature page of response document.
- h) All such addenda shall become part of the contract documents and all Offerors shall be bound by such addenda.
- i) The County shall not be legally bound by an addendum or interpretation that is not in writing.

11) DELIVERY

- a) Please state delivery date from order: _____

12) OFFEROR SUGGESTED OPTIONS/ALTERNATIVES

- a) Please provide your suggested alternatives, options, enhancements, accessories, etc. which in your opinion, would provide a better value, service, product, life, etc. to Routt County and may not be specified in the technical specifications. Please list below your suggestions/options, and indicate the reasoning or justification for your suggestions. State the price or costs associated with these options (if any). Please submit brochures/literature with information of the reason for the suggested enhancement or option (attach additional information if necessary).

Suggested Option/Alternative

Justification _____

Price _____

13) GOVERNING PRICES

- a) Each Offeror shall furnish the information required; the unit price for each item offered must be shown. A total for each item offered must be entered, and in case of error in extension, unit price prevails. (Award may be awarded on an "each basis" or "complete lot offer").

14) BASIS OF PAYMENT

- a) Payments shall be based upon the unit prices proposed for labor and materials to be provided. Basis of Payment will be as follows:

Pay Item	Pay Unit
Salt Sand 10%	Ton

15) QUALITY OF PRODUCTS

- a) Unless otherwise indicated in this RFP, it is understood and agreed that any item offered or shipped in response to this RFP shall be new and date stamped, the latest model, and in first class condition, and when applicable all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
- b) Samples of items, when requested, must be furnished free of expense, and if not destroyed by testing, will be returned at Offeror's request and expense.
- c) All materials and products offered must be guaranteed to meet the requirement to the specifications indicated and operate satisfactorily on the County's existing equipment (as applicable).

16) QUANTITIES

- a) Whenever quantities or usages are provided by the County, these are estimates only. These quantities are for information only and will be used for tabulation and presentation of the prices offered.
- b) No guarantee or warranty is given or implied by the County as to the total amount that may or may not be purchased from any resulting contracts.

17) ITEM SUBSTITUTIONS

- a) Brochures and/or specifications must be submitted where applicable; if unable to quote on items specified, quote on "or equal items", specifying brand, etc.
- b) Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, they are used only to denote the quality standard of the product desired and they do not restrict Offerors to the specific brand, make, manufacturer, or specification named; they are used only to set forth and convey to prospective Offerors the general style, type, character, and quality of the product desired; and approved equivalent products will be considered.
- c) It shall be the responsibility of the Routt County personnel to determine what is considered an approved equivalent product on any and all projects or items.

18) REFERENCES AND QUALIFICATIONS

- a) All Offerors shall include a list of a minimum of three references, from similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, contact persons, and phone numbers of all references.
- b) References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked short listed Offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by Offeror.
- c) All work shall be prosecuted in an orderly and diligent manner. All work to be completed in a good and workmanlike manner in accordance with the generally accepted standard of care in the industry.

19) SUBCONTRACTORS

- a) The Offeror shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by Routt County personnel.

20) OFFEROR'S RESPONSIBILITY

- a) Each Offeror shall fully acquaint themselves with conditions relating to the scope of work and restrictions attending the execution of the work under the conditions of this RFP. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to his response or to the contract. It is expected that this will sometimes require on-site observation.
- b) Offerors must satisfy themselves of the accuracy of the estimate quantities in the RFP schedule by examination of the site and a review of the drawings and specifications, including addenda. Each Offeror is responsible for inspecting the site and informing himself of the conditions under which the work is to be performed and for reading and being thoroughly familiar with the contract documents. The successful Offeror will not be allowed any extra compensation in the form of contract price or time by any matter or thing on which he could have fully informed himself prior to the submission of the Offeror's response.
- c) After responses have been submitted, the Offeror shall not assert that there was a misunderstanding concerning the quantities of the work or the nature of the work to be done.

21) INSTRUCTION FOR SUBMITTING PROPOSAL RESPONSE

- a) Offeror's proposal response submittals must be in strict compliance with this RFP and failure to comply with all provisions may result in disqualification.
- b) Any products and services that are not specifically addressed in this RFP, but are necessary to provide functional capabilities proposed by the Offeror, must be included in the proposal response.
- c) Offeror's proposal response must include a cover letter which has been signed by an individual authorized to bind the Offeror. Cover sheet to contain names, email addresses and phone numbers for persons who may be contacted to answer questions. Also, the cover

sheet shall state who prepared the submittal response and how that person can best be reached. Number of each addendum received, if any, must be shown on the signature page of response document. All proposal responses submitted without such signature may be deemed non-responsive.

- d) Offeror is responsible for any and all permits, license, fees, etc. necessary to complete the project. Routt County does not waive any building fees for its own projects.
- e) Offerors are to submit written proposal responses which present the Offeror's qualifications, understanding of the work to be performed and cost to complete the proposed scope of work. Identification and description of any special or unique features or additions the Offeror wishes to offer as alternatives or options should be noted.
- f) Offeror's proposal response should be prepared simply and economically and should provide all the information which the Offeror considers pertinent to its qualifications for the project and which respond to the Scope of Work and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content.
- g) Offeror must clearly mark any material considered to be confidential and will be treated as such by Routt County to the extent permitted by law.
- h) List of proposed key staff for this project; describe the level of their involvement including brief biographical information indicating the number of years of similar experience, and years with your company (note that proposed key staff will be required on site for this project for the duration of construction).
- i) List the categories of work that your organization normally performs with its own forces.
- j) Please note Routt County is a member of National Purchasing Partners (NPP), National Joint Powers Alliance (NJPA), Colorado Multiple Assembly of Procurement Officials (MAPO), Western States Contracting Alliance (WSCA), US Communities and several other organizations so we request the most competitive price available be submitted to us.
- k) Offerors must include a proposal response price sheet for all costs, both itemized and total.

22) CONTRACT DOCUMENT

- a) The contract that will be used will be a Routt County Purchase Order. A sample Routt County Purchase Order is shown below.
- b) In the event that Offeror intends to request any changes to the County's Purchase Order terms and conditions, Offeror must identify those changes, provide a copy of the contract language they are proposing and state the reasons for such request in the Offeror's proposal response. If the Offeror states that its request for changes is not negotiable, County reserves the right to reject the Offeror's proposal response as non-responsive.

23) COUNTY SUPPORT

The County shall:

- a) Provide to Offeror all information in possession of the County which relates to the County's requirements for the project or which is relevant to the project.
- b) Examine all studies, reports, sketches, drawings, specifications, proposal responses, schedules and other documents presented by the Offeror.
- c) Designate a person to act as the County's representative with respect to the work to be performed under this contract. Such person shall have the authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to the contract.

24) ESTIMATED PROJECT SCHEDULE

- a) This schedule is only an estimated timetable and may be changed by Routt County at any time.

RFP Sent to Offerors	August 31, 2023
Last Day for Questions from Offerors	September 21, 2023
RFP Response Due	September 28, 2023
BCC Award Approval	October 10, 2023
Purchase Order Issued to Supplier	October 10, 2023

25) EVALUATION CRITERIA

The following criteria will be used in the evaluation of qualifications for development of the short list of those Offerors to be considered for interviews and/or potential negotiations. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

- a) Product quality/appropriateness
- b) Offeror's qualifications/experience
- c) Offeror's location
- d) Offeror's agreement to use the Routt County contract as is
- e) Overall cost and value of project

26) SELECTION PROCEDURE

- a) Proposal responses will be evaluated by the Routt County evaluation team (herein called Selection Committee) selected for this RFP.
- b) Purchase orders, invitations for bid (IFB), requests for proposal (RFP), tally sheets and other purchasing information of a public nature are available for inspection at the Purchasing Department. This information will only be made public after a bid opening or after a contract award in a proposal process. Some proposal and bid documents are confidential (i.e. financial statements, litigation records, internal selection criteria results, etc.) Records requests for information identified as confidential by bidders or proposers as approved by the Director of Building & Plant/Purchasing will not be considered a public record, unless the provisions of the Colorado Open Records Act or a court order require otherwise.
- c) Should the Selection Committee determine at its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror or further proposal responses may be sought.
- d) The Selection Committee will evaluate proposal responses for award by evaluating the proposal responsiveness to this RFP based on the criteria included in this RFP. Routt County reserves the right to investigate the qualifications of all Offerors under consideration and to confirm any part of the information furnished by the Offeror, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work.
- e) The Selection Committee may engage in individual discussions or request a written and/or oral presentation with Offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the

required services. Repetitive informal interviews will be permissible. Such Offerors will be encouraged to elaborate on qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.

- f) Nothing in this RFP precludes the County from requesting additional information at any time during the procurement process. Not all Offerors may be contacted for further information, e.g., demonstrations, interviews, etc. It is at the sole discretion of the Selection Committee if additional interviews, demonstrations, etc. will be needed.
- g) On the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the Selection Committee shall select in the order of preference one or more Offerors whose professional qualifications and proposed services are deemed most meritorious.
- h) Then if a contract satisfactory and advantageous to Routt County can be negotiated at a price considered fair and reasonable, the Offeror shall be recommended to the proper delegated authority as relayed by the Routt County Delegation of Authority located in the Purchasing Manual Fifth Edition February 2012. County shall have no contractual or other liability for products or services delivered or performed prior to proper execution hereof.
- i) If a contract cannot be negotiated, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.
- j) Routt County Board of Commissioners (BCC) reserves full right to reject any or all proposal responses and to waive informalities and minor irregularities in proposal responses received, and to accept any portion of the proposal response that is deemed to be in the best interest of Routt County.

27) BASIS FOR AWARD

- a) Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in this RFP, and any other information or factors deemed relevant by the County, shall be used in the final award.

28) SCOPE OF WORK

- a) It is the intent of the County to select a supplier to provide, at a minimum, the services listed below:
- b) Price quoted shall be FOB origination; Routt County will pick up all material as needed.
- c) Routt County is requesting a price that will remain unchanged for the 2023-2023 winter season (approximately from December 2023 to May 2023). Routt County will pick up from vendor of our choice. Location of the product origin versus where product is to be delivered and placed will be a part of the selection criteria.
- d) Proposal Sheet must be filled in completely and submitted with proposal response, no other document is acceptable (see below).

**SALT SAND 10% 2023
ROUTT COUNTY, COLORADO
PROPOSAL RESPONSE SHEET**

Salt Sand 10% Specifications

SIEVE SIZE	% PASSING	LA ABRASION <40 (AASHTO T 96)
3/8"	100	
#4	60-100	
#8	40-90	
#16	20-60	
#200	0-5	

<u>Estimated Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
1200 Tons	10% Road Salt Sand	\$ _____	\$ _____

Receipt of Addendum Numbers _____ is hereby acknowledged. It is the Offeror's responsibility to make inquiry as to the addenda issued. All addenda will be located on the Routt County website <http://www.co.routt.co.us>.

Grand Total: \$ _____

Grand Total Cost (written out): _____

Lead Time: _____

Date: _____

Company Name: _____

Authorized Signature: _____

Printed Name: _____

Address: _____

Phone: _____

Email: _____



Munis: muntrain Version: 11.3.5.0
 Date: 11/06/2017 Time: 11:46
 User: munis

Purchase Order

Fiscal Year 2017 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL
 INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20170063**

COLORADO TAX ID # 98-04972

BILL TO

VENDOR

WAL-MART
 PO BOX 774648
 PO BOX 774648
 STEAMBOAT SPRINGS, CO 80477
 Email: denise.guerrette@tylertech.com

SHIP TO

INFORMATION SYSTEMS DEPARTMENT
 136 6TH STREET
 P.O. BOX 773598
 STEAMBOAT SPRINGS, CO 8047
 Phone: 970-870-5373

Vendor Phone Number	Vendor email	Requisition Number	Delivery Reference			
		17000024	Please deliver to #207			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location		
11/03/2017	1681			INFO SYSTEMS		
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
1	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading Computers					
	1 monitors		100.0	EACH	\$30.00	\$3,000.00
	Freight: \$10.00					
	GL Account: 10121996 - 781000					\$3,010.00
	Cross Reference: 0110362707810					
	0110362707815					
	0110362707830					
	0110362707840					
	0110362707855					
	Monitors & Computers					
	***** GL SUMMARY *****					
	10-10-121-996-AAA-00-00-781000					\$3,010.00

By: *Thomas A. Salkin*
County Manager

ORIGINAL COPY

Total Ext. Price	\$3,000.00
Total Freight	\$10.00
PO Total	\$3,010.00

ROUTT COUNTY

By accepting any notice to proceed with the subject Purchase Order, you hereby acknowledge receipt of and compliance with the Purchase Order Terms and Conditions which may be requested from County's Purchasing Agent or found at County's website: www.co.routt.co.us