

**Request for Proposal
Chip Seal Emulsion**

Ouray County is accepting sealed bids for the purchase of Chip Seal Emulsion.

Bid Package can be downloaded from Ouray County's website at www.ouraycountyco.gov.

For further information, please contact Bill Frownfelter, Acting Ouray County Road and Bridge Superintendent (OR) at 970-708-1058 or bfrownfelter@sehinc.com. All questions shall be in writing and emailed to Bill Frownfelter

Submitted bids must be enclosed in a **sealed envelope** marked **"2020 Purchase Chip Seal Emulsion"** with the name of the bidder and mailed to **Ouray County Administration, P. O. Box C, Ouray, Colorado, 81427, or delivered by courier to 541 4th St, Ouray, CO 81427 no later than Thursday, June 25, 2020 at 4:00 p.m.** Please return completed Attachment "A" (Company Information Sheet) and Attachment "B" (Pricing for Chip Seal Emulsion). Bids received after the time due will not be considered and will be returned to the bidder un-opened.

Ouray County reserves the right to reject, for any reason whatsoever, any and all bids, and to waive any informality or irregularity in a bid. Awarding of the proposal is not based solely upon low quotation price, but on overall service, quality, and "best value" to the County in accordance with the Ouray County Purchasing Policy. The action to award a contract is subject to approval by the Board of County Commissioners. The submission of a bid does not in any way commit the County to enter into an agreement or contract with that bidder.

Posted: June 8, 2020

Published: June 11, 2020



Road & Bridge Department

REQUESTS FOR PROPOSALS

Bid Package
Ouray County

2020
Chip Seal Emulsion Bid

Bids Due
Thursday, June 25, Time 4:00 p.m.

Location
Ouray County Administration
541 4th St, Ouray, CO 81427

General Conditions

Ouray County is accepting sealed bids for the purchase of Chip Seal Emulsion. Bid Package can be downloaded from Ouray County's website at www.ouraycountyco.gov.

For further information, please contact Bill Frownfelter, Acting Ouray County Road and Bridge Superintendent (OR) at 970-708-1058 or bfrownfelter@sehinc.com. All questions shall be in writing and emailed to Bill Frownfelter.

Bidder Instructions

Submitted bids must be enclosed in a **sealed envelope** marked **"2020 Purchase Chip Seal Emulsion"** with the name of the bidder and mailed to **Ouray County Administration, P. O. Box C, Ouray, Colorado, 81427, or delivered by courier to 541 4th St, Ouray, CO 81427 no later than Thursday, June 23, 2020 at 4:00 p.m.** Please return completed Attachment "A" (Company Information Sheet) and Attachment "B" (Pricing for Chip Seal Emulsion). Bids received after the time due will not be considered and will be returned to the bidder un-opened.

A 5% bid security is required with the bid as outlined in C.R.S. 24-105-201. **The bid security shall be placed in a separate envelop marked "Bid Security"** that is either attached to the outside of the bid envelope or placed in a larger envelope that contains both the sealed bid envelope and the bid security envelope. Bids not including a bid security will not be considered and will be returned to the bidder un-opened.

Bids are to be submitted on the Bid Forms included within the bid package. Bidder must provide the Unit Bid Price, Extended Bid Price and Total Bid Price on the Bid Schedule Form. In case of discrepancy on the Bid Schedule Form, the Unit Bid Price governs.

Any bid questions must be received by 4 pm local time on June 18, 2020.

Any modifications to the Invitation to Bid package will be in an Addendum and posted to the County website by 5 p.m. on June 19, 2020 and distributed to all known bidders. It is the responsibility of the bidder to verify if an addendum has been issued. Bidder shall acknowledge Addenda in the Bid and Addenda Acknowledgment section of the Bid Form.

General Conditions

All bids shall be irrevocable for 45 days from the date of the bid opening.

The successful bidding Contractor will be required to enter into an agreement with Ouray County. A sample copy of the agreement is included in this bid package. The final contract negotiated with the successful bidder may be modified from this sample.

Contractor shall carry insurance coverage as outlined in the contract agreement.

Payment to Contractor will be made upon submission and approval of invoice(s). Payment will follow normal County payment processing cycles for issuance of checks.

Awarding of Bid

Ouray County reserves the right to reject, for any reason whatsoever, any and all bids, and to waive any informality or irregularity in a bid. Awarding of the proposal is not based solely upon low quotation price, but on overall service, quality, and “best value” to the County in accordance with the Ouray County Purchasing Policy. The action to award a contract is subject to approval by the Board of County Commissioners. The submission of a bid does not in any way commit the County to enter into an agreement or contract with that bidder.

Required of Successful Bidder

1. Furnish certificates of required insurance coverage.
2. Furnish a completed Form W-9 “Request for Taxpayer Identification Number and Certification”.
3. Enter into a contract agreement with the County, which includes Notification of Immigration Compliance Requirements and Certification by Contractor.
4. Furnish an Equal Employment Opportunity Certification letter.

Specifications

1. The requested bids include all labor, materials, equipment and other items, except as specified herein, for the proper and timely execution of the Work, the terms and conditions of payment therefore, and all Work which may be reasonably inferable from the bid as being necessary to deliver approximately 29,000 or more gallons of HFMS-2P with antistriper per Colorado Department of Transportation (CDOT) specifications.
2. The County is also seeking (a) cost for delivering the emulsion to the Montrose County facility at 63160 LaSalle Rd, Montrose, CO 81401 and (b) an alternate cost for delivering emulsion to Ouray County’s Colona Gravel Pit just north of Colona, Colorado and providing a tanker for temporary storage there during chip Seal operations on Ouray County Road 1 just south of Colona. It is anticipated that Montrose County will be providing emulsion application for this project.
3. Tickets for all material hauled to the site shall be presented to the OR (or his designee) daily.
4. The OR (or his designee) will provide general administration of the Contract awarded and will be the County’s representative in the performance of the Work.
5. Materials shall be tested by the Contractor per CDOT standards and acceptance will be based on random samples taken as approved by the OR (or his designee).
6. Consistent out-of-specification performance shall be sufficient grounds for termination of the contract and claim for damages.

7. The successful bidder agrees that the Work to be performed is that of an independent contractor and not as an employee of the County. As an independent contractor, the contractor is not entitled to workers' compensation benefits, except as may be provided by the independent contractor nor to unemployment benefits. The contractor also will be obligated to pay all federal and state income tax on any moneys paid pursuant to any contract awarded the successful bidder.
8. The successful bidder agrees to supervise and direct the Work for which he/she is responsible, using his best skill and attention. If the successful bidder hires employees to perform the Work, the successful bidder shall, at all times, enforce strict discipline and good order among such employees and shall not employ on the Work site any unfit person or anyone not skilled in the task assigned to him. Furthermore, the successful bidder shall be responsible for the acts and omissions of all his employees and all other persons performing any of the Work as directed by the successful bidder. The successful bidder shall be required to comply with the terms of C.R.S. § 8-17.5-101, *et seq.*, "Illegal Aliens – Public contracts for Services".
9. Insurance:
 - a. The successful bidder must procure and maintain comprehensive general liability insurance naming Ouray County as an "additional insured" with maximum limits no less than one hundred fifty thousand dollars (\$150,000) per occurrence and six hundred thousand dollars (\$600,000) aggregate. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less the one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate with respect to each of the successful bidder's owned, hired and non-owned vehicles assigned to or used in the performance of the Work pursuant to an awarded contract shall be procured and maintained by the successful bidder. This policy shall contain a severability of interest provision and shall name the County, its officers and employees as additional insureds. If the successful bidder has no owned automobiles, the requirement for comprehensive automobile liability insurance may be met by each employee of the successful bidder providing certificates to the County under the awarded contract. In addition, the successful bidder must procure and maintain Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged by the successful bidder in the performance of Work under a contract awarded to the successful bidder. Additional insurance shall be procured and maintained as required by law, ordinance or governmental regulations, as amended from time to time.
 - b. Insurance required shall be obtained from companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than "A" as set forth in the most current edition of "Best's Insurance Reports".
 - c. The successful bidder must provide evidence of such insurance coverages satisfactory to the County within seven (7) business days of receipt of the bid award. Certificates of

insurance shall identify the awarded contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed without at least thirty (30) days prior written notice to the Ouray County Administrator, P. O. Box C, Ouray, Colorado 81427. All coverages shall be continuously maintained from the date of commencement of services. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Every insurance policy required shall be primary insurance and any insurance carried by the County, its officers, or its employees, shall be excess and not contributory insurance to that provided by the successful bidder. The required policies of insurance may provide for deductible amounts as the successful bidder may deem to be reasonable, but in no event greater than \$10,000.00 and the successful bidder shall be responsible for any deductible losses under any insurance policy.

d. Failure on the part of the successful bidder to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate its contract with the successful bidder. The successful bidder understands and agrees that the County will be relying on, and would not waive or intend to waive by any provision of the awarded contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, (C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to the County.

e. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

10. The successful bidder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He/she shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: 1) all employees of the successful bidder on the Work and other persons who may be affected thereby; 2) all the Work and all materials and equipment to be incorporated therein; and 3) other property at the site or elsewhere. He shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. All damage or loss to any property caused in whole or in part by the successful bidder performing the Work shall be the sole responsibility of the successful bidder.
11. To the fullest extent provided by law, the successful bidder agrees to indemnify and hold harmless the County, its officers, and its employees, from and against all liability, claims, and demands, on account of injury, loss or damage, which arise out of or are in any manner connected with the Work under the awarded contract, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the successful bidder or any subcontractor of the successful bidder. The obligation of this provision shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission or other fault of the County, its officers, or its employees.

12. Payment for Services

- a. Ouray County will make payment to the Contractor upon submission and approval of an invoice to the OR, which shall include tickets for emulsion hauled to the site. Payment of invoices shall follow normal County payment processing cycles for the issuance of checks.
 - b. Payments may be withheld on account of any and all of the following: 1) emulsions not meeting specifications; 2) claims asserted or evidence which indicates probable assertion of claims; 3) failure of the successful bidder to make payments properly and timely to subcontractors or for labor, materials, or equipment; 4) damage to another contractor or County; 5) unsatisfactory prosecution of the Work by the successful bidder, or the successful bidder's subcontractors or employees.
 - c. The making of payment shall not constitute a waiver by the County of claims arising from: 1) unsettled claims; 2) faulty or defective Work appearing after substantial completion; 3) failure of the Work to comply with the requirements of the contract awarded; 4) terms of any special guarantees required by the contract awarded. The acceptance of payment shall constitute a waiver of all claims by the successful bidder except those previously made in writing and still unsettled.
13. The successful bidder agrees that pursuant to an awarded contract for the Work herein, the County may terminate such contract at any time for the County's convenience. The successful bidder shall be paid for work properly completed to the date of termination.
14. The successful bidder agrees to each and every term and condition as set forth in this Request for Quotation and each and every term and condition as set forth in the awarded contract. In the event of a conflict between the Request for Quotation and the awarded contract, the awarded contract shall control.
15. Ouray County reserves the right to accept or reject any or all bids as deemed in the best interests of the County. Awarding of the bid may not be based solely on low quotation prices, but on the overall service and past performance.
16. Any contract awarded shall be subject to annual appropriations by the Board of County Commissioners of Ouray County, Colorado.

Attachment "A"

Company Information Sheet

Re: 2020 Purchase of Chip Seal Emulsion

Company Name

Address

Office Phone Number

Cell Phone Number

Email Address

Company Job Contact

Representative Signature

Date



Estimated delivery date: July 15, 2020

Attachment "B"

2020 Pricing for Chip Seal Emulsion

Gravel Size & Pricing

Bid Price A: Delivering the emulsion to the Montrose County Facility

HFMS-2P with antistrip (CDOT) 29,000 gallons \$_____/gallon

Minimum Delivery Amount _____

Other charges_____

Bid Price B: Delivering the emulsion to the Ouray County Colona Pit

HFMS-2P with antistrip (CDOT) 29,000 gallons \$_____/gallon

Minimum Delivery Amount _____

Tanker (for storage) rental per day_____

Other charges_____

References:

Please list three (3) references who can verify your performance as a Vendor.

Government/Company	Contact Person and title	Telephone	Email Address
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Ouray County, 2020 Chip Seal Emulsion Bid
ADDENDUM NO. 1
June 12, 2020

To all prospective proposers under Specifications for Ouray County, 2020 Chip Seal Emulsion Bid, for which proposers are to be received by Ouray County on June 25, 2020:

1. Please modify Specifications, Section 1 to read:

The requested bids include all labor, materials, equipment and other items, except as specified herein, for the proper and timely execution of the Work, the terms and conditions of payment therefore, and all Work which may be reasonably inferable from the bid as being necessary to deliver approximately 29,000 or more gallons of HFMS-2P, **CRS-2R** or **CRS-2P** (all with antistriper) per Colorado Department of Transportation (CDOT) specifications.

2. Please replace Attachment B in the original Request for Proposals with the attached "Attachment B (Revised per Addendum #1)".

OURAY COUNTY
June 12, 2020

By: 
Bill Frownfelter, P.E.
Acting Road and Bridge Superintendent

By: _____
Contractor Signature

Representing _____

Attachment "B" (Revised per Addendum #1) 2020 Pricing for Chip Seal Emulsion

Emulsion Pricing

Bid Price A: Delivering the emulsion to the Montrose County Facility

_____ (Fill in HFMS-2P, CRS-2R or CRS-2P) with antistrip (CDOT)
29,000 gallons \$ _____/gallon

Minimum Delivery Amount _____

Other charges _____

Bid Price B: Delivering the emulsion to the Ouray County Colona Pit

_____ (Fill in HFMS-2P, CRS-2R or CRS-2P) with antistrip (CDOT)
29,000 gallons \$ _____/gallon

Minimum Delivery Amount _____

Tanker (for storage) rental per day _____

Other charges _____

References:

Please list three (3) references who can verify your performance as a Vendor.

Government/Company	Contact Person and title	Telephone	Email Address
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Ouray County, 2020 Chip Seal Emulsion Bid
ADDENDUM NO. 2
June 17, 2020

To all prospective proposers for the “Ouray County, 2020 Chip Seal Emulsion Bid” for which proposals are to be received by Ouray County on June 25, 2020:

1. Please modify **Bidder Instructions** to **eliminate the section requiring a 5% bid bond**. No bond will be required for this

BY ORDER OF OURAY COUNTY
June 17, 2020

By: _____ *W. Frownfelter* _____
Bill Frownfelter, P.E.
Acting Road and Bridge Superintendent

By: _____
Contractor Signature

Representing _____