

City of Montrose  
Purchasing Division  
433 South First Street  
PO Box 790  
Montrose, CO 81402



# REQUEST FOR PROPOSAL

## 2020 Crack Seal Program

**Issue Date: March 31, 2020**

**Bid Number: 19-056**

**Agent/Contact: John Cain**

**Submissions Must Be Received by: April 13, 2020 by 2:00PM MST**

### **ADMINISTRATIVE INSTRUCTIONS**

The City of Montrose is requesting proposals through the Request for Proposal process for our 2020 Crack Seal Program, Proposals will be publically opened by video conference on April 13, 2020, 2:00 PM. Late proposals will not be accepted.

Complete bid packets can be downloaded from the City web page at [www.cityofmontrose.org](http://www.cityofmontrose.org) under Department Services, Purchasing, and Open Bids. Addenda will be posted to the website and it is the proposer's responsibility to download, review, sign, and include addenda with their proposal.

The City reserves the right to accept or reject any or all proposals, to waive irregularities and/or informalities and to disregard all non-conforming, non-responsive, unbalanced or conditional proposals. The City of Montrose complies with all Equal Opportunity requirements. All qualified proposers will receive consideration without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age. The project is also bid according to the City of Montrose local preference policy in effect on the date of the bid opening and detailed in the official Municipal Code of the City of Montrose, Section 1-16-4(B).

## **GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions apply to all Offers made to the City of Montrose (hereafter "City") by all prospective vendors/proposers (herein after referred to as "Bidder") regarding City Solicitations including, but not limited to, Invitations to Bid, Requests for Proposals, Requests for Quotes, and Requests for Qualifications (hereafter "Solicitation" or Bid Solicitation).

### **A. CONTENTS OF BID**

1. Bidders shall thoroughly read the project requirements and specifications, and shall examine any drawings and documents which may be incorporated into the Bid documents. As Bid documents frequently change for each Solicitation, veteran Bidders shall not assume that this Solicitation contains the same terms and conditions that were supplied in prior Solicitations. The City is not obligated to identify either minimal or substantial modifications to Bid documents.
2. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of services, materials, and equipment as required by the Bid conditions. No plea of ignorance by the Bidder of conditions that exist, or may hereafter exist, as a result of failure to fulfill the requirements of the contract documents, will be accepted as the basis for varying the requirements of the City or the compensation to the Bidder.
3. Bidders are advised that all City contracts are subject to all legal requirements contained in City Ordinances and State and Federal Statutes governing purchasing activities.
4. Bidders are required to state the exact intentions of their offer to the City via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation, no matter how slight. If variations are not stated in the Bidder's Offer, it shall be construed that the Bidder's Offer fully complies with all conditions identified in this Solicitation.

### **B. CLARIFICATION AND MODIFICATION OF BID SOLICITATION**

1. Apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
2. If any Bidder contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Bidder must submit a written e-mail request for clarification to the City's Agent/Contact. The Bidder submitting the request will be responsible for ensuring that the City receives the request at least seven (7) calendar days prior to the scheduled bid opening or as noted in the special conditions.
3. Any official interpretation of the Bid Solicitation must be issued in writing by the City's Agent/Contact who is authorized to act on behalf of the City, or by the City's Legal Department. The City shall not be responsible for other interpretations offered by employees of the City who are not authorized to act on behalf of the City for this project.

4. If necessary, the City may issue a written addendum to clarify or inform of substantial changes which impact the technical submission of Bids. Addenda will be posted to the website and it is the Bidder's responsibility to download addenda. The Bidder shall certify its receipt of the addendum by signing the addendum and returning it with its Bid. In the event of a conflict with the original Bid Solicitation documents, addenda shall supersede all other documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

### **C. PRICING, COLLUSION, AND TAXES**

1. Current Prices. Bid Proposals must be fixed and firm unless stated otherwise in the Bid Solicitation.
2. Discounts. Discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Payment terms shall be as set forth in any contract executed between the City and the Bidder. Payment by the City is deemed to be made on the date of the mailing of the check, or as otherwise set forth in any contract executed between the City and the Bidder.
3. Collusion. The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, or entities offering a Bid for the same items, or with the City. The Bidder also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the City's public procurement process, all Bidders are hereby placed on notice that any and all Bidders who falsify the certifications required in conjunction with this section shall be prosecuted to the fullest extent of the law.
4. It shall be understood and agreed that Bid Offers submitted by persons and entities are done so independently of any other offers, and that Bidders will not knowingly participate in solicitations where there exists a conflict of interest with their entity and a member of City staff or their immediate family.
5. Taxes. Bidders will neither include Federal, State, nor applicable Local excise or sales taxes in bid prices, as the City is exempt from payment of such taxes. The Colorado Department of Revenue, Certification of Exemption for Colorado State Sales/Use Tax account number for the City of Montrose is 98-01805-0000. An exemption certificate will be provided, where applicable, upon request.

### **D. PREPARATION AND SUBMISSION OF BID**

1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Bidder must be initialed in ink by the Bidder or its lawful agent.
2. Bid Proposals must contain a manual signature of an authorized agent of the Bidder in the space provided on the Bid Proposal Form. If the Bidder or its lawful agent fails to sign the Bid Proposal Form, its Bid shall be considered non-responsive and ineligible for award.

3. Unit prices shall be provided by the Bidder on the Bid Proposal Form when required in conjunction with the prescribed method of award. The Bidder shall enter "No Bid" for each item where a unit price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. The delivery and/or completion date(s) provided by the Bidder, if required, must be stated in calendar days, following receipt of order/contract or official notice to proceed.
5. All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Bidder with its Bid Proposal. If the Bidder fails to supply any required information or documents, the City, in its sole discretion, may consider the Proposal non-responsive.
6. The accuracy of the Bid is the sole responsibility of the Bidder. No changes in the Proposal shall be allowed after the submission deadline, except when the Bidder can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
7. The Bid Proposal Form shall be enclosed in a sealed envelope and addressed to the City. The envelope shall clearly identify the bid number and title when submitted to the City. The Bidder shall also include its name and address on the outside of the envelope.
8. The City's Bid Proposal Form, which is attached to this Bid Solicitation, must be used when the Bidder is submitting its Bid Proposal. The Bidder shall not alter this form unless instructed to do so in writing by the City. Failure to use the City's Bid Proposal Form may result in the Bid being considered non-responsive.
9. Offers in response to formal Bid Solicitations will not be accepted by facsimile or electronic transmission. Only signed written offers will be considered responsive, and eligible for possible award. Bidders shall provide Proposal Forms, Statement of Work/Technical Offer Section, Special Conditions, Specifications and Pricing Form, and any other mandatory submittals with the bid.
10. Bidders who qualify their Proposals by including alternate contractual provisions should be aware that the City does not negotiate the terms of its contracts, and will ordinarily declare such Bid Proposals non-responsive. Once bids have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.
11. Bid Bonds (5% of total bid price) and performance and payment bonds (100% of total bid price) are required on construction projects over \$50,000.
12. Insurance certificates are required after a Notice of Award has been issued. Costs for additional coverage must be accounted for in the Bidder's proposal cost.
13. Bid Proposals received after the submission due date and time prescribed for the solicitation shall not be considered.

#### **E. VENDOR APPLICATION AND RETENTION ON BIDDERS' LIST**

The City does not maintain a bidder's list. Register to receive an automated email notification of new bids by visiting [www.cityofmontrose.org](http://www.cityofmontrose.org) - Department Services - Purchasing – Bid Notification.

#### **F. MODIFICATION OR WITHDRAWAL OF LEGITIMATE OFFERS**

1. Bidder offers may be modified in the form of an official written notice, and must be received prior to the due time and date set forth in the Bid Solicitation. Each modification submitted must have the Bidder's name and return address and the applicable bid number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the City will be considered the valid modification.
2. Bids may be withdrawn prior to the due time and date set for the Solicitation, provided it is in the form of an official, authorized written request.
3. Proposals may not be modified or withdrawn after the due date and time set for the Bid opening for a period of ninety (90) calendar days. If a Bid Proposal is modified or withdrawn by the Bidder during this ninety (90) day period, the City may, at its option, place the Bidder on suspension and may not accept any further Bid Proposals from the Bidder for a period set by the City following the Bidder's modification or withdrawal of its Proposal. The City may reject an offer, in whole or in part, as set forth in the City of Montrose Municipal Code and the City's Procurement Manual.

#### **G. EVALUATION OF OFFERS**

1. Offers shall be evaluated based upon their responses to the questions and requests for information in this Bid Solicitation, and based upon whether and to what degree they comply with the instructions set forth herein. Thoroughness, accuracy, veracity, and professionalism in the responses shall be taken into account.
2. The City may, in its sole and absolute discretion:
  - a. Reject any and all, or parts of any or all, Bid Proposals submitted by prospective Bidders;
  - b. Re-advertise this Solicitation;
  - c. Postpone or cancel the Bid process for this Solicitation;
  - d. Waive any irregularities or technicalities in proposals received in conjunction with this Solicitation;
  - e. Determine the criteria and process whereby Proposals are evaluated and awarded.
3. A Proposal may not be accepted from, nor any contract be awarded to, any person or entity which is in arrears to the City upon any debt or Contract or which is in default as surety or otherwise upon any obligation to the City.
4. No Contract shall be awarded to any person or entity which has failed to perform faithfully any previous contract with the City, the State or Federal government for a minimum period of one (1) year after said previous Contract was terminated for cause.

5. A Proposal may not be accepted from, nor any Contract awarded to, any person or entity which has pending litigation against the City at the date and time of the Bid Opening.

#### **H. AWARD OF CONTRACT**

1. The City's Agent/Contact is authorized to handle initial contacts regarding any protest of the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, with the City Manager's approval. Any actual or prospective Bidder or Contractor who has a grievance in connection with the solicitation or award of a contract shall first seek resolution of the matter with the City's Agent/Contact.
2. If the City Manager or City designee does not, within thirty (30) days after receiving a protest, or within such longer period as may be agreed upon by the parties, issue a written decision on the protest or make a determination that award of the contract is necessary, the protest shall be considered denied.
3. By law, the City reserves the right to accept or reject any or all proposed bids, or any combination of them, and to waive any informality or irregularity in the bid or in the bidding.
4. Successful Bidders shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, the Bid Proposal.
5. No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap, or sex, or be subjected to discrimination under any contractual award administered by the City.

#### **I. CONTRACTUAL OBLIGATIONS**

1. In order to ensure the efficient utilization of tax dollars, successful Bidders shall comply with all contractual obligations contained in the Contract Documents, as set forth in the contract signed by the City and Bidder. A sample contract that Bidder will be expected to sign is supplied with these Bid Documents.

## **SPECIAL CONDITIONS**

### **A. PRE-BID CONFERENCE**

Not offered.

### **B. CONTACT PERSON**

During the course of this request process, from issuance until a recommendation for award, Bidders shall not initiate contact related to this request with anyone other than the officially designated individual:

For this bid the contact is John Cain at 970-240-1484 or email: [jcain@cityofmontrose.org](mailto:jcain@cityofmontrose.org)

Failure to abide by this requirement may result in disqualification from further participation in this process.

### **C. QUESTION DEADLINE**

All questions regarding this Request for Proposal shall be directed by email to John Cain [jcain@cityofmontrose.org](mailto:jcain@cityofmontrose.org). All inquiries shall clearly identify the name of the firm and the authorized representative, the RFP number and Title and a method or address to which the responses shall be made.

The deadline for receipt of questions from Bidders in regards to this RFP is April 6, 2020.

Responses will be prepared by the City in an addendum and published on the City of Montrose web site at: [www.cityofmontrose.org](http://www.cityofmontrose.org) under Department Services, Purchasing, Open bids, and this bid name. The responses in writing are the only official answers.

### **D. SUBMITTAL INSTRUCTIONS**

The City desires to receive a clear, concise, economical presentation of the vendor's proposal. Bidders shall submit the following by electronic mail to [bids@cityofmontrose.org](mailto:bids@cityofmontrose.org) by 2:00 PM on April 13, 2020. Please include the bid number, project title, and bidder name in the subject of the email and include the following as attachments.

1. Signed bid packet
2. Completed bid form
3. Contractor work plan (see statement of work)
4. Signed bid addenda
5. Bid Bond

Bids will be publically opened by video conference. Bidders may join the bid opening at the following link.

Meeting ID: <https://meet.google.com/udj-vnqr-smr>

Call-In: +1 208-598-8327

PIN: 465 961 760#

Failure to submit a proposal in the manner indicated may be cause for it to be considered 'non-responsive' and ineligible for consideration and subsequent award.

## **PROPOSAL FORM - PAGE 1**

### **SUBMITTED BY:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

### **CERTIFICATION:** (if a Submission is Offered):

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder;
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications that were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms unless specific variations have been expressly listed on the Bid Proposal Form;
- The Submission is being offered independently of any other Bidder and in full compliance with the collusive prohibitions specified in the General Terms and Conditions of this solicitation; and
- The Bidder will accept any awards made to them as a result of this Solicitation for a minimum of ninety (90) calendar days following the date and time of the bid opening.

By: \_\_\_\_\_  
Manual Signature of Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed/Printed Name of Agent

\_\_\_\_\_  
Title of Agent

Include Original with Submission

Affix Manual signature of authorized agent.



## PROPOSAL FORM - PAGE 2

**Company Name:** \_\_\_\_\_

**VARIATIONS:**

The Bidder shall identify all variations and exceptions taken to the General Terms and Conditions, the Special Conditions, and any Technical Specifications in the space provided below; provided, however, that such variations are not expressly prohibited in the Bid documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Bid Proposal is non-responsive and ineligible for award:

Page #: \_\_\_\_\_ Item # of Section: \_\_\_\_\_

Variance

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Page #: \_\_\_\_\_ Item # of Section: \_\_\_\_\_

Variance

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Page #: \_\_\_\_\_ Item # of Section: \_\_\_\_\_

Variance

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Page #: \_\_\_\_\_ Item # of Section: \_\_\_\_\_

Variance

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## **STATEMENT OF WORK**

### **PART 1 – GENERAL ITEMS**

#### **1.1 PROJECT DESCRIPTION AND BACKGROUND**

Crack Seal various streets within the City of Montrose as referenced in Exhibit A.

#### **1.2 SPECIFICATIONS**

The following specification modified from CDOT's 2017 Standard Specifications for Road and Bridge Construction (CDOT Specs) is hereby incorporated into this project. References to other sections shall be as presented in the CDOT specs unless specifically noted otherwise.

#### **1.3 SPECIFICATIONS**

This work consists of furnishing and placing an approved hot poured joint and crack sealant in properly prepared cracks in asphalt pavements. Cracks with a width greater than  $\frac{1}{8}$  inch and less than 1 inch are to be filled with this material except for areas of large pavement failure which shall be skipped and will be patched by City of Montrose streets crews.

#### **1.4 MATERIALS**

Crack seal material shall be ASTM D6990 Type II, shall conform requirements of subsection 702.04, and shall be on the CDOT approved products list.

Using a mixture of different manufacturers' brands or different types of sealant is prohibited.

#### **1.5 CONSTRUCTION REQUIREMENTS**

Immediately before applying hot poured joint and crack sealant, the cracks shall be cleaned of loose and foreign matter to a depth approximately twice the crack width. Cleaning shall be performed using a hot compressed air lance. This lance shall be used to dry and warm the adjacent asphalt immediately prior to sealing. Direct flame dryers shall not be used.

These cracks shall be filled with hot poured joint and crack sealant flush with the pavement surface. Immediately following the filling of the crack, excess sealant shall be leveled off at the wearing surface by squeegee, a shoe attached to the applicator wand, or other suitable means approved by the streets superintendent. The squeegeed material shall be centered on the cracks and shall not exceed 3 inches in width or 1/16th inch in depth.

The sealant material shall be heated and applied according to the manufacturer's recommendations. The equipment for heating the material shall be an indirect heating type double boiler using oil or other heat transfer medium and shall be capable of constant agitation. The heating equipment shall be capable of

controlling the sealant material temperature within the manufacturer's recommended temperature range and shall be equipped with a calibrated thermometer capable of  $\pm 5$  °F accuracy from 200 to 600 °F. This thermometer shall be located so the streets superintendent can safely check the temperature of the sealant material. Overheating of the sealant material will not be permitted.

The face of the crack shall be surface dry and the air and pavement temperatures shall both be at least 40 °F and rising at the time of sealant application.

Sealant material picked up or pulled out after being placed shall be replaced at the Contractor's expense. The Contractor shall have blotter material available on the project in the event it is required to prevent tracking or pulling. If required, blotter material shall be approved by the streets superintendent and placed at the Contractor's expense.

Contractor shall perform traffic control associated with crack sealing operations as described on the general note sheet of the project plans.

Contractor shall skip over any areas within the project area that have experienced significant pavement failures. In general, these will be areas where the pavement has experienced base failure and has resulted in a large area of dense "alligator cracking" at larger than approximately 5' by 5'. The City street crews will work with the crack sealing crew when starting up to establish typical types of areas that shall be skipped. Before crack seal operations begins the City street crews shall spray paint corner boundaries of areas to be skipped. The City street crews will then come patch these areas following completion of the crack seal operations.

Contractor shall sweep or blow all deleterious material from crack cleaning operations into the street (that is, do not leave debris on sidewalks or driveways). Upon completion of a street or area, contractor shall notify the City's streets superintendent that the area has been completed and the City will come sweep/vacuum the debris from the work area.

In addition to applicable regulations and accepted industry standard practice, all work shall be performed in accordance with the City of Montrose Standards and Specifications for the Design and Construction of Public Improvements. May 2012. Available online at <http://www.cityofmontrose.org/147/Engineering>

## **PART 2 – SCOPES OF WORK**

The scopes of work discussed below are intended to capture all tasks necessary to allow for bidding and construction of the proposed projects. However, the potential does exist for necessary tasks to be omitted from the scope of work provided. Proposers are encouraged to identify in their proposal any additional tasks (incl. pricing) they feel would be necessary to complete the project designs.

### **2.1 Project Management and Meetings**

- A. Prepare monthly invoices with cover letters summarizing work performed for the invoice period, supporting tabulation of tons by date and employees working on the project.
- B. Attend bi-weekly 30-minute project meetings with the City to discuss project progress and any design issues that arise.

## **PART 3 – SCHEDULE AND SELECTION**

### **3.1 SELECTION CRITERIA**

Proposals will be evaluated by the City of Montrose by assigning a score between 0 and 4 in each of the weighted categories listed below.

- Price: 30%
- Qualifications/Similar Project Experience: 25%
- Overall Presentation, Level of Detail, and Project Understanding: 25%
- Team Assigned to the Project/Proposed Sub-Consultants: 20%

Proposals will initially be evaluated independently. Final scores will be assigned collectively and used as the basis for selection of the preferred consultant.

### **3.2 PROJECT SCHEDULE**

The project schedule is subject to the following conditions.

- Bid Opening: April 13, 2020
- Anticipated Notice of Award: May 5, 2020
- Construction Complete: October 1, 2020

**END OF SECTION**