



**COLORADO
MOUNTAIN COLLEGE**

REQUEST FOR PROPOSAL

#860-19P

Fitness Equipment- Spring Valley

Buyer:
CMC Purchasing Department
802 Grand Avenue / Glenwood Springs, CO 81601 / bids@coloradomtn.edu

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Section I: Introduction

Colorado Mountain College (“CMC”) is a statutory local college district established in 1965. The district and service area cover 12,000 square miles in all or part of nine counties. CMC offers 77 certificates, 54 associate degrees and 5 bachelor’s degrees.

The long-standing investment from our communities allows us to keep our quality high, our tuition affordable and our access wide open. Eleven world-class mountain locations in central Colorado enable big-school opportunities in small, personal settings. Our unusually strong local partnerships create rich experiences for real-world learning and careers. The result? Proven student success that makes Colorado Mountain College a choice that’s uniquely smart. For additional information about CMC, please go to www.coloradomtn.edu.

CMC reserves the right to make multiple awards resulting from this RFP or to award no contract at all.

CMC uses the Rocky Mountain E-Purchasing System (“BidNet”) to post solicitations and any supporting or additional information, including Addenda, Bid Sheet, and awards. Proposals must be submitted prior to close on BidNet. CMC cannot accept a response that did not come through the right channel on time. Visit <http://www.bidnetdirect.com/colorado> for help with customer service or other questions. Please make sure to leave time for unexpected technical or other trouble. You are encouraged to submit a day early. Sometimes submittals take longer to load than expected; if you run out of time before you are finished with your entire upload CMC will not be presented with the response.

The only exception to the use of BidNet is that all questions from potential bidders must be submitted to bids@coloradomtn.edu. Those questions will then be responded to by addendum posted to BidNet.

Please do not directly contact any member of CMC’s staff or faculty, or any member of the Selection Committee other than the Buyer listed in this document regarding this proposal. Any attempt to do so will result in your firm’s disqualification at the discretion of the Director of Purchasing and Contracts.

▶ SCOPE OF PROJECT

Colorado Mountain College’s Spring Valley Campus located at 3000 County Rd. 114, CO is requesting quotes from qualified firms and/or individuals for Fitness Equipment, delivered and installed, at the Fitness and Recreation Center 2nd floor. There is accessibility using a lift bidder provides, to the second floor Fitness Room.

▶ SPECIFICATIONS

See provided bid sheet. CMC may not purchase all items bid. Final order will be determined after receipt of bids and confirmation of budget.

▶ TIMELINE

August 30th, 2019. Delivered and installed.

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▶ PROPOSAL CONTENT

The information provided herein is intended to assist Bidders with a proper response to this RFP. CMC believes that this RFP provides interested Bidders with sufficient information to submit proposals that meet minimum requirements. However, the RFP is not intended to limit a proposal's content or to exclude any relevant or essential data. Bidders are encouraged to include additional information that will substantiate their service capabilities, product quality, and commitment to support your product or service. Any exceptions or alternate offerings to this request must be communicated. CMC reserves the sole right to determine what is considered to be "equivalent" or "equal". CMC also reserves the right to request samples for testing and evaluation.

Additionally, CMC recognizes you as the expert in this industry and we appreciate ideas that may improve the design or implementation of our project. Please submit your bid to the specifications provided and include information or ideas you may have that CMC should consider to improve our project. Our selection committee will carefully review these ideas and we will contact you with questions.

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Section II: Timeline

- a. **JOB WALKTHROUGH.** If bidder is interested in a Walkthrough please send an email to bids@coloradomtn.edu and we will coordinate with you a date and time. See timeline below.
- B. **TIMELINE MODIFICATION.** CMC reserves the right to modify this timeline at any time. Any changes will be posted to the CMC Purchasing Department's website as soon as the information is available. All times are Mountain.

TIMELINE	DATE	TIME
Issue date	07/03/19	4:00 p.m.
Walkthrough Non-Mandatory (request via bids@coloradomtn.edu)	Bidder to schedule if desired	
Questions and Clarifications Due (send to bids@coloradomtn.edu)	07/12/19	2:00 p.m.
Questions Answered	07/17/19	4:00 p.m.
Request for Proposals (RFP) Due http://www.bidnetdirect.com/colorado	07/24/19	2:00 p.m.
Target Award Date (Subject to Change)	07/31/19	4:00 p.m.

Section III: Instructions to Bidders

- a. Bidders are encouraged to attend all job walkthroughs. Walkthroughs that are mandatory must have your firm name on the official sign-in sheet distributed at the walkthrough to be eligible to bid. This process is expected to be competitive with numerous vendors participating. CMC endeavors to provide a uniform distribution of information to vendors and conduct a fair selection process. We ask that you please follow these instructions carefully. Any submittal that does not meet the requirements set forth in this document and any addenda will not be considered by the Selection Committee.
- b. Please upload your submittal to BidNet in one single PDF file (this may require you to convert files and then combine them into the one PDF file) , including the following in this order:
- 1) Name, title, and contact information of the official representative submitting your proposal.
 - 2) Legal company name, address, phone, and email.
 - 3) RFP number and name as it appears on this document.
 - 4) Number of years in business and brief description of your company's experience and qualifications.
 - 5) Your bid on the provided Excel spreadsheet.
 - 6) Other information or supporting documentation that you think our selection committee would benefit from reviewing in the decision process. Please submit as little as possible but as much as necessary.
 - 7) Minimum of three references with contact information for recent work that is similar in nature.

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- 8) Insurance certificate (For evidence of sample coverage only. Final compliant certificate to be collected from successful bidder.).
- c. Visit the Purchasing Department's website at www.coloradomtn.edu/purchasing for additional information on doing business with CMC.
- d. Bidders should carefully read the information contained herein, and in any addenda, and submit a complete proposal to all requirements and questions as directed.
- e. Questions regarding this RFP should be submitted via email to bids@coloradomtn.edu. CMC will attempt to answer all relevant questions submitted to this email address prior to the question deadline in the timeline above. All such addenda issued by CMC prior to the time that proposals are received shall be considered part of the RFP. It shall be the Bidder's responsibility to view all documents posted at BidNet. Inquiries seeking information that is already available from BidNet. Only those inquiries that CMC replies to which are made by formal written addenda shall be binding. Oral and other types of interpretations or clarifications will be without legal effect.
- f. Once you've uploaded your response to BidNet per the instructions in this document the RFP will be governed by the established timeline. CMC staff cannot see who or how many responses have been submitted to BidNet prior to the closing date so we are unable to confirm receipt. However, you may assume your upload was successful if BidNet accepts the document.
- g. Along with your RFP submit a certificate of liability insurance per the attached requirements for evidence only. If your proposal is successful and a contract awarded, a compliant certificate of insurance will be required with all endorsements at that time.
- h. CMC makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or technical inconsistencies, or delete any item/requirements from this RFP or resulting contract when deemed to be in CMC's best interest.
- i. Representations made within the proposal will be binding on Bidder. Failure to comply with the requirements contained in this RFP will result in the rejection of your proposal.
- j. Bidder recognizes and understands that any costs incurred by the Bidder from submitting a response to this RFP are the responsibility of the bidder.

Section IV: Selection Criteria

The Selection Committee for this project will evaluate proposals to identify the best value for CMC. Specifically, the Selection Committee will select the successful Bidder based on the following criteria in no order of importance:

- a. Overall quality of response and services/products proposed
- b. Company qualifications, experience and demonstration of technical and management competence
- c. Pricing
- d. References and reputation
- e. Environmental policy and "Green" initiatives, if applicable

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- f. Service capability including evaluation of past performance and number and scope of any conditions included in the proposal

Note: Criteria may be modified in subsequent addenda. CMC is not bound to accept the lowest priced proposal if that proposal is not the best value for CMC in the sole discretion of the CMC Selection Committee. Submission of a proposal indicates Bidder's acceptance of the evaluation technique and recognition that some subjective judgments must be made by CMC during the selection process.

Section V: RFP Terms & Conditions

▶ SUBMITTAL INSTRUCTIONS.

All submittals must adhere to the instructions provided above to be considered by the Selection Committee.

▶ PROPRIETARY INFORMATION.

It is understood that CMC is a public institution and, as such, is subject to the Colorado Open Records Act, CRS §§ 24-72-101 et. seq. ("CORA"). Except as otherwise agreed prior to the award or finalization of any vendor transaction, College shall provide upon request by any third party all information pertaining to such transaction which must be disclosed pursuant to CORA, and CMC's obligations under CORA supersede its obligations under any agreement, contract, purchase order or negotiated transaction. Please contact the CMC Purchasing Department if you feel you need to submit confidential information. Any information uploaded to BidNet or otherwise submitted to CMC may be posted on our website or made available to third parties.

▶ REFUSAL.

CMC reserves the right to refuse any and/or all proposals or any part thereof.

▶ WITHDRAW PROPOSAL.

You may withdraw your proposal at any time prior to the date and time set for closing.

▶ DISCUSSIONS/NEGOTIATIONS.

CMC reserves the right to contact any Bidder for clarification of information submitted; CMC reserves the right to conduct discussions with Bidders, to accept or not accept revisions of Proposals, and to negotiate any point in the proposal or the subsequent contract at the sole discretion of the Director of Purchasing & Contracts.

▶ AWARD.

Awards shall be made to any or all responsible Bidders whose submittals are determined to be advantageous to CMC based on the evaluation factors described above. Price, although a consideration, will not be the sole determining factor. CMC reserves the right to ask for the "Best and Final Offer" from any or all Bidders.

▶ PRE-AWARD PRESENTATIONS.

The College reserves the right to require presentations from the highest-ranking Bidders, in which they may be asked to provide additional information and answer questions from the Selection Committee.

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▶ **CONTRACT.**

The successful Bidder is expected to enter into a standard contract with CMC that includes standard terms and conditions. CMC may choose to add additional terms to this contract. The contract shall be construed in accordance with the laws of the State of Colorado. In the event any dispute arises hereunder, the venue for any legal proceedings shall be in Garfield County, Colorado, and vendor hereby submits and agrees to the jurisdiction of the courts therein.

▶ **INDEMNIFICATION.**

Successful Bidders shall indemnify and save CMC harmless from any and all claims, demands, suits, and actions which may arise from errors or omissions caused by the Bidder in conjunction with its contractual obligations including, but not limited to, obligations for the preparation of any and all documents required by CMC in conjunction therewith, and shall defend all suits, in the name of CMC when applicable, and shall pay all costs and judgments which may issue thereon.

▶ **INSURANCE.**

Successful Bidders shall have their insurance company send the CMC Department of Risk Management a certificate of liability insurance compliant with the insurance requirements attached.

▶ **PAYMENT AND PERFORMANCE BOND.**

CMC requires payment and performance bonds for all construction projects greater than \$50,000. Please price the bonds separately when you submit your response.

▶ **ILLEGAL ALIENS.**

By submitting a proposal, a Bidder certifies pursuant to C.R.S. § 8-17.5-102(1) that, at the time of proposal submission, it does not knowingly employ or contract with an illegal alien and that the contractor has participated or attempted to participate in the Basic Pilot Program that is administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.

▶ **LIMITATION OF MULTIPLE-FISCAL YEAR OBLIGATIONS.**

All financial obligations of CMC under a contract resulting from this proposal subsequent to the fiscal year in which signed are contingent upon funds for this purpose being appropriated, budgeted, and otherwise made available by the CMC Board of Trustees. This contract shall not be deemed to create any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever for purposes of Section 20(4) (b) of the State Constitution (Amendment 1).

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Section VI: Warranties, Representations and Acknowledgements of Bidder

- a. By submitting a proposal, Bidder acknowledges and agrees that (1) this RFP is a solicitation for proposal and is not a contract or an offer to contract and (2) the submission of a proposal by Bidder in response to this RFP will not create a contract between CMC and Bidder.
- b. By submitting a proposal, Bidder offers and agrees to furnish to CMC the products and/or services described in its proposal, at the prices quoted in the proposal, and to comply with all terms, conditions, and requirements set forth in the RFP documents and contained herein.
- c. By submitting a proposal, Bidder represents and warrants that (1) Bidder is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions, and requirements of the RFP; (2) Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP; (3) Bidder is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances; (4) Bidder understands the requirements and specifications set forth in this RFP and the terms and conditions set forth; and (5) all statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Bidder acknowledges that CMC will rely on such statements, information, and representations in selecting the successful Bidder. If selected by CMC as the successful Bidder, Bidder will notify CMC immediately of any material change in any matters with regard to which Bidder has made a statement or representation or provided information.
- d. By submitting a proposal, Bidder agrees to be in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

Colorado Mountain College Insurance Requirements

All vendors/companies/groups (herein referred to as "Vendor") providing services to or doing business with Colorado Mountain College, a Local College District ("CMC") must maintain the following types of insurance with minimum limits of liability as stated below for the duration of the contract. Please send these requirements to your insurance agent or broker and have them provide a compliant Certificate of Liability Insurance (preferably a standard Acord form) to CMC.

Certificates of Liability Insurance evidencing the coverage, limits and endorsements outlined below must be issued by the insurance agent or carrier at least (5) working days prior to contract execution or work commencing.

Note: Additional coverage may be required dependent upon the nature and scope of services provided and/or work performed. Requests for exceptions to these requirements must be discussed with and approved by CMC Risk Management prior to contract execution or work commencing.

Coverage

Minimum Limit

Commercial General Liability (CGL)

**\$1,000,000 Occurrence/\$2,000,000 aggregate
\$2,000,000 Products / Completed Operations aggregate**

The Vendor shall maintain CGL coverage for itself and all additional insureds for the duration of the services performed for CMC and maintain Completed Operations coverage required herein in full force and effect until the expiration of any applicable statutes of limitations. Colorado Mountain College, a Local College District and its affiliates shall be listed as an additional insured, including without limitation for Ongoing Operations and Products and Completed Operations. The insurance shall include a provision that such insurance afforded by the policy for the benefit of the additional insureds shall be primary and non-contributory to any insurance or self-insurance maintained by the additional insureds. In addition, a Waiver of Subrogation shall be issued in favor of CMC.

Automobile Liability

Vendor shall ensure automobile liability is in force as required by state law for all vehicles used in performing services under this agreement. Proof of coverage may be required upon request.

Workers' Compensation

Statutory Limits (\$100,000/\$500,000/\$100,000)

Vendor shall maintain the coverage required by the state for Workers' Compensation / Employer's Liability insurance. The policy shall contain a Waiver of Subrogation in favor of CMC. If Vendor is not required by the state to carry Workers' Compensation / Employer's Liability insurance and officers have rejected coverage, Vendor is required to complete a Declaration of Independent Contractor Status form.

Additional Provisions

CMC requires insurance carriers be licensed to conduct business in the State of Colorado and a minimum A.M. Best Rating of A-.

Vendor shall require in all Vendor's subcontracts, if any, the same limits and coverage required herein.

Each insurance policy shall state that CMC will receive thirty (30) days prior written notice of any cancellation, non-renewal, or material alteration of the Vendor's insurance policies. Renewal certificates should be automatically sent to CMC.

Certificate Holder:

Colorado Mountain College, a Local College District
Risk Management Department
802 Grand Avenue
Glenwood Springs, CO 81601

Questions regarding CMC's Insurance Requirements should be directed to:

gpedrick@coloradomtn.edu Phone: 970-947-8375