REQUEST FOR INFORMAL BID

The City of Durango is requesting informal bids for Snow Plowing / Snow Removal - Durango Public Library and Riverside Building Parking Lot Areas, in accordance with the terms, conditions, and specifications contained in these documents.

Bidders wishing to participate should ensure they have all addenda prior to submission of a Bid. Failure to acknowledge receipt of any addenda applicable to this project could result in the rejection of your Bid.

This project and any subsequent addenda will be posted to the Rocky Mountain E-Purchasing website (www.bidnetdirect.com/colorado then click on Vendor Login or Vendor Registration, as applicable).

**Question Deadline: August 20, 2020 Time: 4:30 p.m. (Local Time)**

Questions

Each offeror, before submitting his proposal, shall become fully informed as to the extent and character of work required. All questions must be submitted via Rocky Mountain E-Purchasing, www.bidnetdirect.com/colorado.

Submittal Instructions:

Submittal requirements are outlined in the Submittals Section of the Bid Documents.

**Project Title: Snow Plowing / Snow Removal-Durango Public Library and Riverside Building Parking Lot Areas**

**Due Date and Time: September 15, 2020, 3:00 p.m. (Local Time)**

It is the sole responsibility of the respondent to see that the bid is submitted before the submission deadline.

All bids submitted shall be binding upon the respondent if accepted by the City within sixty (60) calendar days of the submission date. Negligence upon the part of the respondent in preparing the bid confers no right of withdrawal after the time fixed for the submission of bid.

This project is being bid in accordance with the City of Durango Purchasing Policy.

Purchasing-Buyer Specialist

Date: August 5, 2020

Pub: August 8 & 12, 2020

949 E 2nd Avenue · Durango CO 81301 · 970.375.4994
1. INVITATION

The City of Durango invites interested, qualified persons or firms, capable of providing the required service to submit bids for the Snow Plowing and Snow Removal on City-owned property, Durango Public Library located at 1900 E 3rd Ave Durango, CO 81301 & The Riverside Building located at 1970 E. 3rd Ave Durango, CO 81301. Award shall be made on an “All or None” basis.

All Bids must be made on the required Bid Schedule. All blank spaces must be filled in, and the Bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. Any improperly completed bids will not be accepted.

The Contracting Agency may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered and will be rejected. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Contracting Agency and the Bidder.

The Bid Documents and any Addenda issued contain the provisions required for the contract of the Project. Information otherwise obtained from an officer, agent or employee of the Contracting Agency, 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.

This RFIB includes a project description, scope of work, submission requirements, selection process and criteria, insurance requirements, between City and Contractor for Contractor Services. A sample agreement is attached.

Any bid that fails to conform to the essential requirements of the Request for Informal Bids will be rejected.

a. Any bid that does not conform to the applicable specifications shall be rejected unless the invitation authorizes the submission of alternate bids and the items or services offered as alternates meet the requirements specified in the RFIB.

b. Bid shall be rejected when the bidder imposes conditions that would modify requirements of the invitation or limit the bidder's liability to the Owner, since to allow the bidder to impose such conditions would be prejudicial to other bidders. For example, bids shall be rejected in which the bidder:

1. Protects against future changes in conditions, such as increased costs, of total possible costs to the Owner cannot be determined.
2. Fails to state a price and indicates that price shall be “price in effect at time of delivery”.
3. Takes exceptions to the RFIB terms and conditions.
4. Inserts the bidder's terms and conditions.
Prospective firms are encouraged to carefully read this RFIB in its entirety.

The Proposer further agrees to the following:

a) To examine all specifications and conditions thoroughly.
b) To provide for appropriate insurance, deposits, and performance bonds if required.
c) To comply fully with the scope of services as described in Section II for the agreed contract.
d) Agreement to any and all registration and certification requirements required for public contracts within City of Durango Policy, Colorado Revised Statutes or other applicable standard, rule or law.
e) The firm must provide certification that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal; without prior knowledge of competitive prices, and it is in all respect fair; and without outside control, collusion, fraud, or otherwise illegal action.
f) The firm must certify that no member of the City Council of Durango, Colorado, or members of his or her immediate family, or other officer or employee of the City has received or has been promised directly or indirectly any financial benefit related to the RFIB.

2. SCOPE OF WORK

Durango Public Library, 1900 E 3rd Ave., Snow Plowing/ Snow Removal

Scope of Service shall include:

1) Plowing and clearing of snow accumulations more than two inches (2”) from all library parking areas, book drop road and entry access road. On-site response by contractor shall be within two (2) hours of call-out by Library Maintenance Staff. Plowing and clearing shall be completed on a storm-by-storm basis within six (6) hours of accumulation.

2) Loading, hauling from premises, and legal disposal of snow shall be accomplished at the point in time accumulated removal amounts cause traffic and/or pedestrian safety and access problems, as determined by Library Maintenance Staff. Successful contractor shall be responsible for all costs associated with the legal disposal of snow removed from the premises.

3) Contract term shall be for a period of one (1) year, with an option to extend for two (2) additional one-year terms. Service shall be on an as-needed basis, from the first seasonal snowfall 2020 to last spring snowfall 2021. Note that financial obligations of the City, payable after December 31, 2020, pursuant to this contract, shall be contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

4) Services shall be performed as required, 7 days per week. Hours may include early mornings or late nights, as determined by Library Maintenance Staff upon call-out.

5) Successful contractor shall invoice the Library monthly, for services actually performed during the contract period.
Each contractor, before submitting their quote, shall become fully informed as to the extent and character of work required. Questions regarding the scope of service shall be directed to Via: [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado).

**Contractor must provide all equipment and personnel necessary to perform the required services.**

**Riverside Building located at 1970 E. 3rd Ave., Snow Plowing/ Snow Removal**

**Scope of Service shall include:**

1) Plowing and clearing of snow accumulations more than two inches (2”) from all Building walkways and parking area. On-site response by contractor shall be within two (2) hours of call-out by Library Maintenance Staff or Facilities / Fleet Manager. Plowing and clearing shall be completed on a storm-by-storm basis within six (6) hours of accumulation.

2) Loading, hauling from premises, and legal disposal of snow shall be accomplished at the point in time accumulated removal amounts cause traffic and/or pedestrian safety and access problems, as determined by Library Maintenance Staff or Facilities / Fleet Manager. Successful contractor shall be responsible for all costs associated with the legal disposal of snow removed from the premises.

3) Contract term shall be for a period of one (1) year, with an option to extend for two (2) additional one-year terms. Service shall be on an as-needed basis, from the first seasonal snowfall 2020 to last spring snowfall 2021. Note that financial obligations of the City, payable after December 31, 2020, pursuant to this contract, shall be contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

4) Services shall be performed as required, 7 days per week. Hours may include early mornings or late nights, as determined by Library Maintenance Staff or Facilities / Fleet Manager upon call-out.

5) Successful contractor shall invoice the Facilities / Fleet Manager monthly, for services actually performed during the contract period for the Riverside Building.

Each contractor, before submitting their quote, shall become fully informed as to the extent and character of work required. Questions regarding the scope of service shall be directed to Via: [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado).

**Contractor must provide all equipment and personnel necessary to perform the required services.**

**3. INSURANCE**

(A) The Successful Contractor shall not commence work under this Agreement until it has obtained all insurance required by the contract documents and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this section.
(B) The Successful Contractor shall procure and maintain, at its own cost, the following policy, or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the contract documents by reason of its failure to procure or maintain such insurance or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

(C) Successful Contractor shall procure and maintain and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor’s Subcontractors in Contractor’s own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of the Work. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker’s Compensation insurance to cover obligations imposed by the Workers’ Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers’ Liability insurance with minimum limits of Five Hundred Thousand Dollars ($500,000) each accident, Five Hundred Thousand Dollars ($500,000) disease – policy limit, and Five Hundred Thousand Dollars ($500,000) disease – each employee.

2. Professional Liability insurance with minimum single limits of One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall contain a severability of interest’s provision.

3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars ($1,000,000) each occurrence and One Million Dollars ($1,000,000) aggregate with respect to each of Contractor’s owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interest’s provision.

(D) The policies required above, except for the Workers’ Compensation insurance and Employer’s Liability insurance, shall be endorsed to include the City, and its officers and employees, as additional insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

(E) Certificates of insurance shall be completed by the Contractor’s insurance agent as evidence that policies providing the required coverages, conditions, and
minimum limits are in full force and effect, and copies of such certificates shall be forwarded to the City prior to start of Work. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least 30 days prior written notice has been given to the City. If the words “endeavor to” appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(F) Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the Owner.

4. ILLEGAL ALIEN CERTIFICATION

Per State Statute, all City of Durango contracts for services are now required to include certification that the contractor does not knowingly contract with illegal aliens.

HB 1343 requires certification from the contractor that the contractor has registered with, or certified that they are in compliance with, the E-Verify Program, formerly known as the Basic Pilot Program. While this program is not new, it is unknown to most people doing business with municipalities in the State of Colorado. The E-Verify Program is a free program run by the Federal Government within the Department of Homeland Security. The program requires an employer to apply for entry into the program and make certain agreements with the Department of Homeland Security and Social Security programs.

An employer must apply to participate in the E-Verify Program over the internet. Following is the website: https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES A set of instructions will appear and the applicant should follow those instructions to apply.

Therefore, effective immediately, every Successful Contractor shall be required to:
1) Fill out the Certification Statement Regarding Illegal Aliens form and return it to the City of Durango Purchasing Agent, and
2) Apply to participate in the E-Verify Program with the Division of Homeland Security.

The City will not make payments on any contract until the required form is on file in the office of the Grants/Contracts Division.
5. DEFICIENCIES AND CANCELLATION

If services provided at any time during the Contract period are not, in the opinion of the City, satisfactory with respect to the contract, the City may notify the Contractor, in writing of the deficiencies. If the Contractor is unable to correct the problem, the City may, at its option, hire an outside contractor to convert the deficiencies found and deduct as liquidated damaged all costs incurred from any unpaid amount due the delinquent contractor. The contractor shall provide all the services specifically called for in the specifications.

The City of Durango may cancel the contract upon thirty (30) days written notice to the Contractor. The City may, at its option, terminate the contract immediately if the services provided do not meet the complete satisfaction of the City of Durango Designee, which is the Library Maintenance Staff or Facilities / Fleet Manager. The contractor will be advised in writing, with (5) days to rectify a problem or situation, prior to any formal action.

Contractor may cancel contract upon thirty (30) days written notice to the City of Durango. Attention: Grants/Contracts Division.

6. QUALIFICATIONS

In evaluating each bidder, consideration shall be made utilizing the following criteria. Deficiency in any of the areas listed below may be adequate cause for rejection of bid.

A. Bidder shall provide a separate representative list of the firm’s current and previous contracts, with a contract person and telephone number, related to the services requested.

B. The ability, capacity and skill of the bidder to perform the contract or provide the service required (keeping the designated areas of the Durango Public Library & Riverside Building free of snow and ice in a timely matter so as to maintain the safety of staff and patrons).

C. The quality of performance of previous contracts or services, either with the City or with other customers.

7. BID SUBMISSION

- Submit Bids electronically via www.bidnetdirect.com/colorado prior to deadline. Please submit all your required documents in a single pdf file in the bidder’s company name. Bids shall be completed on the form furnished and any exceptions to the specifications must be attached hereto and made a part of the contract. Retain one copy for your records.

- Successful contractor must have a current City Business License upon award.
• Successful contractor must complete a W-9 form (Taxpayer Identification No.) upon award.
• Bid shall include references, as required in Section 6, Item A.
• Provide, with bid, a list of equipment to be used in performing the services required.
• The City of Durango is exempt from all local, state and federal taxes.
• The City of Durango reserves the right to reject any and all bids.
• A Statement of Residency Form must be completed and returned with bid.
• Submit bids and questions at www.bidnetdirect.com/colorado.

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QUOTE SHEET
Snow Plowing / Snow Removal - Durango Public Library and Riverside Building Parking Lot Areas 2020-2021
Quotes due by 3:00 p.m. on Tuesday, September 15th, 2020.

All quotes submitted shall be binding upon the respondent if accepted by the City within sixty (60) calendar days of the submission date.

<table>
<thead>
<tr>
<th>Description</th>
<th>Price per Hour</th>
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<tbody>
<tr>
<td>Plowing and clearing of snow accumulations more than two inches (2&quot;) from all library &amp; Riverside Building parking areas, Library book drop road and entry access roads.</td>
<td>$</td>
</tr>
<tr>
<td>Loading, hauling snow from premises at the point in time accumulated removal amounts cause traffic and/or pedestrian safety and access problems, as determined by Library staff &amp; Facilities / Fleet Manager.</td>
<td>$</td>
</tr>
</tbody>
</table>

Specify equipment used for plowing and clearing:
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

Specify equipment to be used for loading and hauling:
_____________________________________________________________________________
_____________________________________________________________________________

Specify compliance with response time as follows: On-site response by contractor shall be within two (2) hours of call-out by Library maintenance staff. Plowing and clearing to be
completed on a storm-by-storm basis within six (6) hours of accumulation.

VENDOR

CONTACT NAME

ADDRESS

TELEPHONE

EMAIL

SIGNATURE _______________________________ DATE __________________
STATEMENT OF RESIDENCY

PROJECT – Public Library / Riverside Snow Removal 2020

As a condition precedent to the award to me, or us, of a contract by the City of Durango for the products or services related to the above-listed project, I, ______________________________, as the individual owner, partner, manager, officer, or person delegated to sign this form, do hereby certify that the firm named below is a:

(Check one only) □ Local Bidder (La Plata County)
□ Regional Bidder (Region 9 of Colorado)
□ Non-resident Bidder

Local Bidder* means:

A local bidder is defined as a person, partnership, corporation, limited liability company or joint venture which is authorized to transact business in Colorado, and which maintains a business office within La Plata County.

Regional Bidder** means:

A person, partnership, corporation or joint venture which is authorized to transact business in Colorado, which maintains a business office within Region 9 of Colorado.

Non-resident Bidder: Location (City/State) ________________________________

I, ______________________________, declare under penalty of perjury that the statements made in this document are true and complete to the best of my knowledge.

(Insert name of corporation, limited liability company, partnership or sole proprietorship) Firm Name: ________________________________

(insert trade name or name under which corporation, company, partnership or proprietorship is doing business, if different from legal name of entity or proprietor) doing business as __________________

By: ________________________________
Signature

________________________
Title

________________________
Date

* Local bidders shall receive a 5% preference over all bidders or $100,000, whichever is less. In no event shall the local bidder preference exceed the amount of $100,000.

** Regional Bidders will receive a 3% preference over Non-Resident Bidders or $40,000, whichever is less. In no event shall the regional bidder preference exceed the amount of $40,000.