

**REQUEST FOR PROPOSAL  
TOPSOIL  
BID # 25-18**

**SECTION 1  
- PROCUREMENT OBJECTIVE -**

**1. Introduction**

The City of Cañon City Parks Department (“City”) is seeking sealed proposals for the supply and delivery of topsoil for the Centennial Park Renovation Project located at 221 Griffin Avenue in Cañon City, Colorado. The intent of this Request for Proposal is to have the supply firms (“Bidder/Offeror”) under consideration to specifically address the services, supplies and or equipment required.

**2. Project Manager**

Rex Brady Project Manager, he can be reached at [rtbrady@canoncity.org](mailto:rtbrady@canoncity.org) or (719)-269-9028

**3. Proposal Submittal**

One (1) original and one (1) copy of the Price Proposal shall be submitted or hand delivered to the City of Cañon City, at the office of the Finance Director, P.O. Box 1460, 128 Main Street, Cañon City, Colorado 81215-1460, until **11:00 AM, Tuesday February 6, 2018** at which time the bids will be publicly opened and read aloud. Technical and/or Price Proposals must be submitted in sealed envelopes showing the RFP number, vendor’s name and address, and proposal due date on the outside. Proposals submitted after that time and date will be returned unopened. **Proposals must be submitted on the attached bid proposal/bid summary and certification pages 4 and 5 respectively.**

**-END SECTION 1-**

**-SECTION 2-  
GENERAL INFORMATION**

**1. Authority**

This Request for Proposal (“RFP”) provides to those companies interested in submitting a bid for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit a responsive bid proposal to the City of Cañon City the legal entity and governing authority that will award any resulting contract or purchase order.

**2. Proposal Due Date**

**Proposals must be received by the Finance Department no later than 11:00 am. local time on Tuesday, February 6, 2018.** Mail proposals to the office of the Finance Director, P.O. Box 1460, Cañon City, Colorado 81215-1460. Hand deliver proposals to 128 Main Street in Canon City, Colorado. Requests for extensions will not be granted.

**3. Questions and Inquiries**

All communications regarding this solicitation are to be made solely through the Project Manager Rex Brady [rtbrady@canoncity.org](mailto:rtbrady@canoncity.org) or 719-269-9028

**4. Addenda**

All changes to the RFP documents will be made through issuance of addenda that will be emailed to all project bidders. All information contained within the addenda will become part of the contract.

#### **5. Contract**

All RFP Documents including the attached Exhibit "A", Special Contract Provisions, any addenda, Technical Proposal, Price Proposal and resulting purchase orders will constitute the form of the contract.

#### **6. Acceptance of Terms and Conditions**

By submitting a response to this RFP, an Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in the RFP unless otherwise clearly noted and explained in its proposal. All proposals submitted in response to this RFP become the property of the City.

#### **7. Proposal Withdrawal**

No proposal can be withdrawn after it is filed unless the Offeror makes a written request to the Finance Director prior to the time set for the opening of proposals, or unless the City fails to award or issue a notice of intent to award the contract within ninety (90) days after the date fixed for receiving proposals.

#### **8. Proposal Acceptance; Discussions**

It is the intent of the City to award this project in full to one (1) contractor or supplier. The City reserves the right to accept or reject any and all proposals, in whole or in part, to waive or permit cure of minor irregularities; and to conduct discussions with all qualified Offerors in any manner necessary to service the best interests of the City. The City also reserves the right, at its sole discretion, to award a contract based upon the written proposals received without further discussions or negotiations. "Best and final" offers should be submitted.

#### **9. Cancellation of the RFP; Rejection of All Proposals**

The City reserves the right to cancel the solicitation for proposals prior to the proposal due date, or, after the due date, reject any or all proposals, without explanation and for any reason, and/or issue a post bid addendum to ask for revised pricing from all participating and qualified bidders. Proposal(s) may be rejected for one or more of the following reasons:

- Failure of the bidder(s) to provide the requested information.
- Failure of the bidder(s) to respond to any question, request for information, clarification, presentation, or interview.
- Failure of the bidder(s) to follow the prescribed instructions for proposal preparation, submission, and response format.
- Collusion among or between firms.
- Lack of responsibility on the part of the bidder, as determined by the Purchasing Agent.
- Evidence submitted by, or investigation of, bidder fails to satisfy the City that bidder is sufficiently experienced and qualified to carry out the obligations of the contract contemplated herein.

#### **10. Qualifications**

The City may make such investigations as deemed necessary to determine the ability of the bidder to furnish the products and or services requested herein. The bidder shall furnish to the City any data and information requested to assist the City in determining the bidder's ability and qualifications to perform under this bid. The City may reject a bid if the evidence submitted by,

or investigation of such bidder fails to satisfy the City that such bidder is sufficiently qualified to carry out the obligations of the contract.

#### **11. Offeror Investigations**

Before submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by City that the Offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Offeror from its obligations to comply in every detail with all the provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Offeror.

#### **12. Laws and Regulations**

It shall be understood and agreed that any and all articles and/or equipment furnished or contract awarded in response to this Request for Proposals shall comply fully with all Local, State and Federal laws and regulations.

#### **13. Billing Procedure**

Invoices will be paid within thirty (30) days of receipt of confirmation by the Project Manager that the equipment and or supplies have been delivered and are of the quality and quantities proposed. If any product is found to be "less than" the specified quantity, performance rating or quality, the supplier will promptly correct the deficiency at the sole cost of the supplier.

**-End Section 2-**

**-SECTION 3-  
TOPSOIL SPECIFICATIONS**

**Overview**

The City intends to purchase 800 -1,500 tons of topsoil for the Centennial Park Renovation Project located at 221 Griffin Avenue in Cañon City, Colorado.

**Topsoil Specifications**

Topsoil shall be a loam, sandy loam, clay loam or a sandy clay loam. Other soils may be used if recommended by an agronomist or soil scientist and approved by the City.

Regardless, topsoil shall not be a mixture of contrasting subsoils, and shall contain less than 5% by volume of cinders, stones, coarse fragments, gravel, sticks, roots, trash or other materials larger than 1 ½" in diameter. Include soil analysis test results with your bid if available. The City reserves the right to inspect and or test the topsoil prior to acceptance and delivery. **Include delivery charges to 221 Griffin Avenue in Cañon City, Colorado in your per ton quote.**

**-End Section 3-**

**-SECTION 4-  
PRICE PROPASAL- BID SUMMARY  
Topsoil BID # 25-18**

**TOPSOIL PRICE PER TON DELIVERED \$\_\_\_\_\_**

**CERTIFICATION BID 25-18**

I have read the above specifications, conditions and options and fully understand the requirements. I guarantee that I (we) meet all the specifications contained herein and will provide the products in the quantities, minimum specifications, performance ratings and quality so described. If any product is found to be "less than" the specified quantity, performance rating or quality, the supplier will promptly correct the deficiency at supplier cost.

This quotation is submitted by:

Name of Vendor: \_\_\_\_\_

Fed. Tax ID or SS#: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX \_\_\_\_\_

E-mail address: \_\_\_\_\_

**-End Section 4-**

## EXHIBIT "A"

### SPECIAL CONTRACT PROVISIONS

(The following Special Provisions apply to all contracts during the terms of such contracts except where noted otherwise herein)

1. **Contract Approval.** No contract shall be valid and enforceable against the City until it has been signed by the City Administrator or, in certain circumstances, by the Mayor pursuant to authorization by the Council of Cañon City.
2. **Fund Availability.** Financial obligations of the City of Cañon City payable after the current calendar year (which is the City's fiscal year) are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
3. **Governmental Immunity.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101, et. seq., as applicable now or hereafter amended.
4. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the City. Contractor and its employees and agents are not entitled to unemployment insurance or workers' compensation benefits through the City and the City shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the City to any agreement, liability or understanding, except as expressly set forth herein. If required by Colorado law, Contractor shall: (a) provide and keep in full force and effect workers' compensation and unemployment compensation insurance in the amounts required by law; (b) provide proof thereof when requested by the City; and (c) be solely responsible for its acts and those of its employees and agents.
5. **Compliance With Law.** Contractor shall strictly comply with all applicable federal, state and local laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **Choice of Law.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
7. **Binding Arbitration Prohibited.** The City of Cañon City does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

8. **Employee Financial Interest/Conflict of Interest.** The signatories aver that to their knowledge, no employee of the City of Cañon City has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. **Public Contracts For Services. CRS 8-17.5-101 [Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services.]** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly-hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS 8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting City agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the City a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

10. **Public Contracts With Natural Persons. CRS 24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she: (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law; (b) shall comply with the provisions of CRS 24-76.5-101 et seq.; and (c) has produced one form of identification required by CRS 24-76.5-103 prior to the effective date of this contract.

11. **Indemnification.** To the fullest extent authorized by law, the Contractor shall indemnify, save and hold harmless, and defend the City of Cañon City, its officers, employees and agents, from and against any and all claims, damages, liability and court awards, including costs, expenses, and attorney's fees incurred as a result of any act or omission by the Contractor or its employees, agents, subcontractors, or assignees while performing the Work of this contract.

12. **Remedies.** In addition to any other remedies provided for in this contract, and without limiting its remedies otherwise available at law, the City may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties and obligation in this Contract. Substantial failure to satisfy the duties and obligations shall be defined to mean

significant, insufficient, incorrect, or improper performance, activities, or inaction by the Contractor. These remedial actions are as follows:

- a. Suspend the Contractor's performance pending necessary corrective action as specified by the City without Contractor's entitlement to adjustment in price/cost or schedule; and/or
- b. Withhold payment to Contractor until the necessary services or corrections in performance are satisfactorily completed in accordance with the terms and conditions of this Contract; and/or
- c. Request the removal from work on the contract of employees or agents of the Contractor whom the City justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment of the contract the City deems to be contrary to the public interest or not in the best interest of the City; and/or
- d. Deny payment for those services or obligations which have not been performed and which due to circumstances caused by the Contractor cannot be performed, or if performed would be of no value to the City. Denial of the amount of payment must be reasonably related to the value of work or performance lost to the City; and/or
- e. Terminate the contract for default.

13. **Cumulative Effect.** The above remedies are cumulative and the City, in its sole discretion, may exercise any or all of them individually or simultaneously.

14. **Termination of Contract For Default.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall, in addition to other remedies, thereupon have the right to terminate this contract for default by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, products, submittals, and reports or other material prepared by the Contractor under this contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

15. **Minimum Insurance Requirements.** Unless otherwise specified in the contract to which these Special Provisions are attached, Contractor must, prior to the performance of any work or services, obtain and maintain insurance coverage meeting or surpassing the minimum requirements set forth herein below:

- a. General liability coverage having a combined single limit (or equivalent) of not less than One Million Dollars (\$1,000,000);
- b. Automobile insurance coverage of not less than One Million Dollars (\$1,000,000) for



each and every motor vehicle to be used by Contractor in the performance of the work or services;

c. Workers' compensation insurance, as required by the laws of the State of Colorado (covering all persons who will perform work or services pursuant to this contract who are not exempt under state law).

As to all such required insurance coverage, Contractor shall be obligated to furnish to the City, in care of the City Clerk, certificates evidencing the existence of the required insurance coverage and, in the case of general liability insurance coverage, naming the City as an additional insured and certificate holder. All such certificates shall provide that such insurance coverage will not be cancelled or materially reduced in the absence of thirty (30) days advance notice to the City during the term of the contract to which these Special Provisions apply. No Contract regarding the Work will be executed by the City in the absence of proof of insurance and required bonding.