



JEFFERSON COUNTY, IDAHO

COMMISSIONERS

REQUEST FOR PROPOSAL (RFP)

SOUND/BARRIER WALL FOR JEFFERSON LAKE PARK

Issue Date: March 18, 2019

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RFP Administrative Information

RFP Title:	Sound/Barrier Wall for Jefferson Lake Park
RFP Project Description:	The Contractor will provide and install sound/barrier wall at Jefferson Lake running parallel to Highway US 20 for 900 feet.
RFP Lead:	Parks and Rec Director, Mickey Eames 210 Courthouse Way Rigby, ID 83442
Submit sealed proposal (if submitting manually): MANUAL PROPOSALS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY DOP PRIOR TO THE CLOSING DATE AND TIME.	Address for Courier Jefferson County Idaho 210 Courthouse Way Rigby, ID 83442
Pre-Proposal Conference:	Tuesday, March 26, at 10:00 a.m. Mountain Time
Pre-Proposal Conference Location:	Commissioners' Meeting Room 210 Courthouse Way Rigby, ID 83442
Deadline To Receive Questions:	Friday, March 28, 2019, at 5:00 p.m. Mountain Time
RFP Closing Date:	Monday, April 1, 2019, at 5:00 p.m. Mountain Time
RFP Opening Date:	Tuesday, April 2, 2019, at 9:00 a.m. Mountain Time
Term of Contract:	60 Days

1 OVERVIEW

General Background

Jefferson County Idaho's Parks and Recreation Department is desiring to reduce sound from US Highway 20 and create a barrier from possible vehicle accidents effecting camping and recreational area adjacent to US Highway 20. To accomplish this desire, Jefferson County is going to install a sound barrier for a distance of 900 feet within the park property along US Highway 20.

1.1 Purpose

The sound barrier will reduce highway noise for the Lake users and campers.

1.2 Pre-Proposal Conference

A pre-proposal conference will be held at the location and time as indicated in **Section 1**, page 1 of this RFP. This will be your opportunity to ask questions, in person, with the Park Director. Conference attendance is at the participant's own expense. This Pre-Proposal Conference in not mandatory, but highly recommended.

1.3 Questions

All correspondence shall be in writing. In the event that it becomes necessary to revise any part of this RFP, addenda will be posted at www.co.jefferson.id.us. It is the responsibility of the Offeror to monitor www.co.jefferson.id.us for any updates or amendments. Any oral interpretations or clarifications of this RFP shall not be relied upon. All changes to this RFP must be in writing and posted at www.co.jefferson.id.us to be valid.

Questions or other correspondence must be submitted in writing (fax, mail, e-mail) to:

Mickey Eames, Park Director
210 Courthouse Way
Rigby, ID 83442
e-mail: meames@co.jefferson.id.us
fax: (208) 745-9397

Questions relating to this RFP must be submitted in writing to the RFP Lead, by the date and time noted above in order to be considered.

Offeror Questions: Official answers to all written questions will be posted on www.co.jefferson.id.us as an amendment to this RFP.

Proposals which condition the Proposal based upon Jefferson County accepting other terms and conditions not found in the RFP, or which take exception to Jefferson County's terms and conditions, will be found non-responsive, and no further consideration of the Proposal will be given.

2 INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

2.1 Manually Submitted Proposals

The proposals must be addressed to the RFP Lead and clearly marked "Sound/Barrier Wall Proposal."

Each proposal must be submitted with one (1) original and three (3) copies of the Technical Proposal and one (1) original and one (1) copy of the Cost Proposal.

Your Proposal must be sealed, and identified as "Sound/Barrier Proposal." And the Cost Proposal provide in a separate sealed envelope marked "Cost Proposal".

The Technical Proposal and separately sealed Cost Proposal must be submitted at the same time (place all proposal response materials within a larger package).

3 PROPOSAL FORMAT

These instructions describe the format to be used when submitting a proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted proposals. There is no intent to limit the content of proposals.

3.1 Table of Contents

Include a table of contents in the Technical Proposal identifying the contents of each section, including page numbers of major subsections.

3.2 Format

Proposals shall follow the numerical order of this RFP starting at the beginning and continuing through the end of the RFP. Proposal sections and subsections shall be identified with the corresponding numbers and headings used in this RFP. In your response, restate the RFP section and/or subsection, followed with your response.

4 Mandatory Submission Requirements

4.1 Cover Letter

The Technical Proposal must include a cover letter on official letterhead of the Offeror; with the Offeror's name, mailing address, telephone number, facsimile number, e-mail address, and name of Offeror's authorized signer. The cover letter must identify the RFP Title and number, and must be signed by an individual authorized to commit the Offeror to the work proposed. In addition, the cover letter must include:

4.1.1 Identification of the Offeror's corporate or other legal entity status. Offerors must include their tax identification number. The Offeror must be a legal entity with the legal right to contract.

4.1.2 A statement indicating the Offeror's acceptance of and willingness to comply with the requirements of the RFP and attachments.

4.1.3. A statement of the Offeror's compliance with affirmative action and equal employment regulations.

4.1.4 A statement that Offeror has not employed any company or person other than a bona fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the contractor or a company regularly employed by the contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of this contract. The Offeror must affirm its understanding and agreement that for breach or violation of this term, Jefferson County has the right to annul the contract without liability or, in its discretion, to deduct from the contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.

4.1.5 A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. Vendor information is available on the Internet at: <http://sam.gov>.

4.1.6 A statement, by submitting its proposal, that the Offeror warrants that any contract resulting from this Solicitation is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html]; it does not knowingly and willfully employ persons who cannot legally work in this country; it takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

4.2 Acknowledgement of Amendments

If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the proposal may result in the proposal being found non-responsive.

5 Business Information

5.1 Experience

Describe in detail your knowledge and experience in providing services similar to those required in this RFP. Include Offerors business history, description of current service area, and customer base.

5.2 References

Provide three (3) completed references with name, telephone numbers, contact individual. These reference should preferably be current or former clients for whom similar service were provided.5

5.3 Idaho Public Works License

The Contractor shall be evidence that they have a valid Idaho State Public Works License.

6 Organization and Staffing

Describe your qualifications to successfully complete the requirements of the RFP by providing a detailed response to the following:

6.1 Key Personnel

Provide a list of key management, customer service and other personnel to be used in the fulfillment of this contract, to include all pertinent contact information.

6.2 Qualifications of Personnel

Provide resumes for employees who will be managing and/or directly providing supervising for the installation/construction of the work under the contract.

6.3 Subcontractors

Describe the extent to which subcontractors will be used to comply with contract requirements. Include each position providing service, and provide a detailed description of how the subcontractors are anticipated to be involved under the contract.

7 SCOPE OF WORK

Scope of Work for Sound/Barrier Wall for Jefferson Lake

The Scope of Work shall consist of constructing a 900 foot sound/barrier wall along US Highway 20 which borders the east boundary of the Lake area. The wall will serve as a sound barrier and a vehicle barrier. The wall be either 12' tall or 14' depending on what option is selected by Jefferson County. The wall shall have a finish that is selected by Jefferson Park Director from either standard finishes from Contractor or a design approved from a submitted pattern by the Contractor. This will be done via submittal from the Contractor. The design should be aesthetically compatible to the area. The County is not requesting any special design.

The Contractor will be required to furnish all material, labor, and equipment to perform this work. The wall design shall meet Utah Department of Transportation requirements for Precast Retaining/Noise Walls, Section 02861 or comparable standards for the State of Idaho. The Contractor will furnish Drawings of their proposed wall design. Jefferson County Idaho will not require all the submittals as required in Section 02861. The following are required submittals:

1. Detailed shop drawings
2. Supporting engineering calculations
3. Lifting devices for approval
4. Material data
 - a. Manufacturer's product data, specifications and recommended wall instructions
 - b. Samples of specified surface texture architectural treatments for approval

The Contractor shall furnish and install the precast panels and posts in accordance with Section 02861 of the

Utah Department of Transportation.

If the Contractor is planning on cast-in-place the concrete wall they shall comply with the American Concrete Institute , ACI, Ready-Mixed Concrete, ASTM C94 and Portland Cement, ASTM C150. It will be the responsibility of the Contractor to provide a design that meets all these requirements and is comparable to the pre-cast requirements found Section 02861. This design must be certified and stamped by a licensed professional engineer within the State of Idaho.

Ready-Mixed concrete shall meet necessary mixing proportions to obtain necessary compressive strength design. Contractor shall provide delivery tickets which include, mix design, water amount, and slump. The Contractor will be responsible to have mix tested and verify the compression strength by and third party testing lab.

The site prep work shall be the responsibility of the Contractor. This shall include any necessary excavation, compaction, placement of necessary leveling materials and placement of the panels.

All work must be completed by the first of June 2019.

Notice of Award and Notice to proceed will be made within one week of bid opening provided all submittals have been made and approved.

8 Award

Award will be made to the lowest bidder whom meets all mandatory requirement of this RFP and is within the approved budget amount. Bid opening will be public at Jefferson County Court House at 9:00 A.M. Mountain Day Light time April 2, 2019.

Award may not be made if the amount proposed is greater than the amount the Jefferson County has budgeted and approved for this project.

The completion date is very short and inability to meet this date will factor into the award. Funding for this project is time sensitive.

APPENDIX A – COST PROPOSAL

Company Name: _____

Name of Individual submitting bid: _____

Phone: _____ Fax: _____

E-mail: _____

Performance Bond

Mobilization

Fabricate 900' of sound/barrier wall Precast Materials Option 1, 12' tall

Fabricate 900' of sound/barrier wall Precast Materials Option 2, 14' tall

Installation of 900' of sound/barrier wall Option 1, 12' tall

Installation of 900' of sound/barrier wall Option 2, 14' tall

Demobilization

Total cost of using Option 1 pricing

Total cost of using Option 2 pricing

If you are using the pour in place concrete method, please indication and place your fix price for to fabricate/construct in the appropriate height line item.

Billing Procedure

The contractor must provide the following information with each invoice:

- 1 Contract Number (and name of project/product, if appropriate)
- 2 Identification of Billing Period.
- 3 Total amount billed for the billing period.

4 Detailed description of services /products provided and associated # of hours/\$ amounts, as appropriate.

5 Name of authorized individual/contact information for Contractor

Invoices and reports are to be submitted to:

Accounts Payable/Clerks Office

210 Courthouse Way

Rigby, ID 83442

APPENDIX B - SPECIAL TERMS AND CONDITIONS

- 1 INSURANCE: Within 5 days of notification of award (or such other time as designated by the Purchasing Activity), the apparent successful bidder or offeror will provide certificates of insurance required herein and will maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the 5 business day period may be cause for your bid or proposal to be declared non-responsive or for your contract to be cancelled.

Contractor shall carry liability and property damage insurance that will protect it and the Jefferson County, Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

Contractor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the Jefferson County. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the contract is terminated.

2.1 Commercial General and Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract.

2.1.1 CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.2 Commercial Automobile and Commercial Umbrella Liability Insurance. Contractor shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

2.2.1 Bidder or offeror may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its bid or proposal if the bidder or offeror will not use any owned, hired or non-owned vehicles to conduct business under the contract, if it is awarded the contract, and Jefferson County, Idaho will consider the request. If the bidder or offeror submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the due date and time for receipt of bids or proposals, Jefferson County, Idaho may not consider the request.

2.3 Workers Compensation Insurance and Employer's Liability. Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than \$500,000 each accident for bodily insurance by accident or \$500,000 each employee for bodily injury by disease.

2.3.1 Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate

approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Idaho Industrial Commission.

2.4 Jefferson County, Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include Jefferson County, Idaho, the (agency) and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.

2.4.1 The Contractor must provide proof of Jefferson County, Idaho being additional insured by providing endorsements to the liability insurance policies showing Jefferson County, Idaho as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

2.4.2 If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of Jefferson County, Idaho being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

2.5 Notice of Cancellation or Change: Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Division of Purchasing (if the Contract was issued by the Division) or to the Purchasing Activity (contracting Jefferson County) in accordance with the policy provisions.

2.6 Contractor shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to Jefferson County, Idaho.

2.7 Acceptable Insurers and Deductibles: Insurance coverage required under the Contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of Jefferson County, Idaho on or related to the contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.

2.8 Waiver of Subrogation: All policies shall contain waivers of subrogation. The Contractor waives all rights against Jefferson County, Idaho and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to Jefferson County, Idaho.