



700 Columbine St., Sterling, CO 80751 - (970) 522-3741 - 877-795-0646 - www.nchd.org

REQUEST FOR PROPOSAL (RFP)

Project:

Northeast Colorado Health Department
Owner's Representative

Closing Date:
January 31, 2024

Issued by:
Northeast Colorado Health Department
January 5, 2024

DATE January 5, 2024

Subject: Request for Proposal, Northeast Colorado Health Department Owner's Representative

Contents: Vendor Acknowledgement (page 3)
Instruction to Proposers (page 5)
Scope of Proposal (page 10)
Project Narrative (page 11)
Owner's Representative Scope of Services (Exhibit A)
Draft Conceptual Drawings of new facility (Exhibit B)

To: All prospective proposers:

Enclosed, please find a Request for Proposal (RFP) to provide Northeast Colorado Health Department (NCHD) with owner's representative services as further described in the Scope of Work/Specifications. Unless otherwise noted, Proposers must provide a proposal on all of the requirements stated within this request. Proposers must be able to commit the resources necessary to provide the design and engineering services requested in a timely manner and conform to all material aspects of the Scope of Work/Specification enclosed.

To be considered valid in the selection process, all proposals must follow the critical dates, as set forth below:

Critical Dates:

1) RFP Issue Date- January 5, 2024

2) Questions Due Date-January 19, 2024 at 3:00 PM, MST. Responses to questions will be provided in writing to all prospective proposers, by January 26, 2024 at 3:00 PM, MST. All questions are to be emailed to Trish McClain at trishm@nchd.org. Only emailed questions will be responded to.

3) Proposal Due Date- Proposals must be sent or delivered as directed in this solicitation and received on or before, **January 31, 2024 at 3:00 PM, MST. Proposals received after this time will not be considered and individual extensions to the due date will not be granted. The NCHD will only accept an e-mail response to this Request for Proposal. You are responsible to address the email to trishm@nchd.org.**

Attn: Trish McClain, Director, Northeast Colorado Health Department

NOTE: THERE WILL NOT BE A BID OPENING ON THE PROJECT.

4) Proposal Expiration date- Proposers must indicate an expiration date for the proposal and pricing. Any expiration date shall not be less than ninety (90) days from the proposal due date as indicated herein.

VENDOR ACKNOWLEDGEMENT

Purpose: The purpose of this RFP is to provide the Northeast Colorado Health Department a proposal for owner’s representative services as described in the Scope of Work.

Date: January 5, 2024

Proposal title: Northeast Colorado Health
Department
Owners Representative
700 Columbine
Sterling, CO 80751

Proposals will be received until: January 31, 2024,3:00 PM. MST

For additional information please contact: Trish McClain
Public Health Director
Northeast Colorado Health Dept
trishm@nchd.org

Documents included in this package: Vendor Acknowledgement
Instruction to Proposers
Pricing Template
Scope of Proposal
Consultant Agreement
Owner’s Rep Scope of Services
Project Narrative

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Vendor, (2) he/she has read all terms and conditions, technical specifications and all other Contract Documents which were made available in conjunction with this Solicitation and fully understands and accepts them, (3) that the offer is being submitted on behalf of the Vendor in accordance with any terms and conditions set forth in this document, and (4) that the Vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety (90) calendar days following the date of submission.

VENDOR PRINT OR TYPE YOUR INFORMATION

(Include this form in your proposal)

Name of Company: _____ Fax: _____

Address: _____ City/State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone: _____

Authorized Representative's Signature: _____ Phone: _____

Printed Name: _____ Title: _____ Date: _____

Email Address: _____ Approved by: _____ Date: _____

INSTRUCTIONS TO PROPOSERS

1. TERMS/DEFINITIONS:

The term (“NCHD”, or “Owner”) throughout this Request for Proposal refers to the Northeast Colorado Health Department. The term (“Bidder”, “Contractor”, or “Vendor”) hereby refers to the company that submits a proposal in response to this Solicitation. The term (“Bid”, or “Offer”) is a written response to provide Goods and/or Services in response to this Solicitation. (“Closing”) is hereby defined as the specified date and time, or the deadline for bid submission.

2. CONTENTS OF OFFER:

A. General Conditions. Vendors are required to submit their Offers in accordance with the following expressed conditions:

1. Vendors shall make all investigations necessary to thoroughly inform themselves regarding the project. No plea of ignorance by the Vendor of conditions that exist or that 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 Owner or the compensation to the Vendor.
2. Vendors are advised that all NCHD contracts are subject to all legal requirements contained in the NCHD policies, the NCHD policy and procedures and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
3. Vendors are required to state exactly what they intend to furnish to the Owner 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 Vendor’s Offer, it shall be construed that the Vendor’s Offer fully complies with all conditions identified in this Solicitation.
4. All Offers and other materials submitted in response to this Solicitation shall become the property of the Northeast Colorado Health Department.
5. Open Records. The Vendor understands that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. (2006), and that in the event of a request to the NCHD for disclosure of such information, the NCHD shall advise the Vendor of such request in order to give the Vendor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the NCHD will tender all such material to the court for judicial determination of the issue of disclosure

and the Vendor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Vendor further agrees to defend, indemnify and save and hold harmless the NCHD, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of the Vendor's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the NCHD of all reasonable attorney fees, costs and damages that the NCHD may incur directly or may be ordered to pay by such court.

B. Clarification and Modifications in Terms and Conditions

1. If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a **written request** for clarification to the NCHD's specified contact person. The Vendor submitting the request shall be responsible for ensuring that the request is received by the NCHD in accordance with the Solicitation Schedule.

Any official interpretation of this Solicitation must be made, in writing, by Trish McClain, Public Health Director, who is authorized to act on behalf of the NCHD. The NCHD shall not be responsible for interpretations offered by employees of the NCHD.

The NCHD shall issue a written addendum for substantial changes which impact the technical submission of Offers. Such addenda shall be emailed to all Vendors that have notified the NCHD of their intent to bid on this project. The Vendor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern over all Contract Documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. Prices Contained in Offer

1. The NCHD is exempt from paying sales tax. Notwithstanding, Vendors should be aware of the fact that all materials and supplies which are purchased directly by the Vendor in conjunction with this contract will be subject to applicable state and local sales taxes and these taxes shall be borne by the Vendor.
2. The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the NCHD. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To

ensure integrity of the NCHD's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

D. Qualification of Vendor. Vendor shall be prepared, if so requested by the Northeast Colorado Health Department, to present evidence of his/her/their experience, qualifications and financial ability to carry out the Contract Documents.

3. **SOLICITATION:** The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

Solicitation Schedule:

Distribute Request for Proposal	January 5, 2024
Deadline for Submitting Questions	January 19, 2024
Proposal Due Date Deadline	January 31, 2024

4. PREPARATION AND SUBMISSION OF OFFER

A. Preparation

1. All Offers will refer to and contain the information requested in the Scope of Work/Specifications document (included) as well as follow the format as described therein.
2. The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Vendor must be initialed by the authorized agent of the Vendor.
3. Offers must contain, a signature of an authorized agent of the Vendor in the space provided on the Vendor Acknowledgement. **The original Vendor Acknowledgement of this Solicitation must be included in all Offers.**
4. The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

B. Proposal Requirements

All proposals must contain the following information:

- Vendor Acknowledgement Form

- A brief summary of the important characteristics of your firm/team that demonstrate the firm/team meets all of the minimum qualifications as listed previously in this document, including a description of the firm stating the size, locations, nature of the work done by the firm, number of years in existence, (1 page maximum)
- Past Experience: NCHD will consider past experience for projects of similar size and complexity, as well as work with the NCHD on past projects
- The names of the key personnel who will participate primarily in this project.
- Relevant Projects: Examples (ie: photo, drawing, illustrative) of projects more than \$3,000,000.00 in value.
- Additional information which the firm feels may be appropriate for evaluation.

C. Submission

1. Please furnish one (1) copy of your entire proposal via email, or on electronic media.
2. Unless otherwise specified, when a Pricing form is included as a part of the Solicitation, it must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the NCHD. No other form shall be accepted.
3. Vendors will be required to submit a technical proposal including key dates and proposed fees.

5. AWARD OF CONTRACT. The NCHD shall award a contract to a Vendor through the issuance of an Intent to Award. All of the documents included and/or referred to in this Solicitation (the “Contract Documents”) are collectively an integral part of the agreement between the Northeast Colorado Health Department and the successful Vendor. Accordingly, all Vendors must be thoroughly familiar with these documents and the terms and conditions governing the project. Upon issuance of a Notice of Award, the Vendor must execute, in substantially the same form, the Contract Documents.

6. CONTRACTUAL OBLIGATIONS. The terms and conditions for the design services requested for in this RFP are contained in the Contract Documents, including, but not limited to, the Agreement.

7. EVALUATION CRITERIA. An evaluation committee composed of representatives selected by NCHD will perform the evaluation of proposals. The committee shall evaluate statements of qualifications, performance data, and technical proposals submitted by the Vendor and may conduct interviews based upon evaluation factors listed in the proposal requirements. Proposals will be evaluated and scored by the committee based primarily on qualifications, compliance with scope of work, timeline and dates, and cost. The highest scoring vendor will be awarded the project.

8. NEGOTIATIONS. The NCHD reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the NCHD will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

Pricing Template

Pre-Design	\$ _____
Design Development	\$ _____
Construction Documents	\$ _____
Bidding Process / Permitting	\$ _____
Construction Management	\$ _____
Close-Out	\$ _____
Warranty	\$ _____
Total:	\$ _____

SCOPE OF PROPOSAL

RFP/Q Solicitation – Owner’s Representative

Northeast Colorado Health Department, Owner’s Representative

The NCHD is seeking a proposal for owner’s representative services for a new construction of an approximately 10,000 square foot facility to accommodate our Fort Morgan office staff and programs.

The project will be funded per grants, awards, and financing.

Proposed Design/Permitting/Construction Schedule:

Design: February-August 2024

Permitting: September-October 2024

Construction: November 2024-September 2025

See Attachment A for Owner’s Representative Scope of Services

See Attachment B for “Draft conceptual drawings of possible building design.”

Submissions due January 31, 2024

PROJECT NARRATIVE

The Northeast Colorado Health Department is a regional local public health agency covering the counties of Logan, Morgan, Phillips, Sedgwick, Washington, and Yuma. Our service area spans approximately 9200 square miles. We have been proudly serving our region for the last 75 years. Our staff numbers are between 45-50 individuals, and we have an office in each of the counties that we serve.

The services we provide are varied and many. We provide population-based services such as education and resources for oral health, tobacco cessation, safe drinking water, food safety, and emergency preparedness and response. We also provide a variety of clinical service including immunizations, supplemental nutrition program for Women, Infants and Children (WIC), child passenger safety, well water testing, reproductive health services, healthy child clinics, and specialty clinics for children with special health care needs.

NCHD first explored the possibility of a new facility in Fort Morgan (our busiest office) in 2019 through an agreement with the City. However, due to the pandemic, that plan was put on hold for several years. Just recently, NCHD was able to purchase property from the City of Fort Morgan for a nominal fee, along with a Development Agreement. The location of the property is ideal as it is within close proximity to several service agencies, such as the Department of Human Services, a Federally Qualified Health Center, a private health care practice, the regional Behavioral Health Center, the Justice Center, and a low-income agricultural housing development. For people seeking services with limited transportation options, multiple services would be available within just a couple of blocks.

Our current facility, located at 228 West Railroad, has served us well for the past 20+years but we have outgrown it and it was not originally intended to function as a health department. We have staff that must locate at a partner agency because our office space is limited. The lobby is small and gets crowded when we have busy clinic days. Our clinic capacity is constrained by a small number of exam rooms. We don't have a water lab in our Fort Morgan office so all water samples need to be couriered to our Sterling office for testing. Our conference room can seat 6 people, making the requirement that our Fort Morgan office be a backup for our Sterling office auditorium (capacity of 55) unattainable. And our parking lot is often inadequate when we have large clinics occurring.

Our proposed new facility will have almost twice as many offices as we currently have and our clinic space will also be increased significantly. We plan to have a water lab as well. Our waiting area will be much more welcoming and will have its own bathroom for clients, something we currently don't have. We will have a full kitchen as well as a large meeting room that will be used for staff meetings as well as community trainings. We will also have more than enough parking for clients and staff.

The new facility will increase our ability to serve the public significantly and also allow us to do so in a more energy-efficient and effective manner. We look forward to the day when this long-awaited vision becomes a reality.