

City of Montrose
Purchasing Division
433 South First Street
PO Box 790
Montrose, CO 81402



REQUEST FOR PROPOSAL

Uncompahgre River Temperature & Flow Data Collection

System Design

Issue Date: Tuesday July 22, 2019

Bid Number: 19-029

Agent/Contact: David Bries, Utilities Manager

Submissions Must Be Received by: Tuesday August 8, 2019 at 2:00 pm Colorado Time

ADMINISTRATIVE INSTRUCTIONS

The City of Montrose is requesting formal bids through the Request for Proposal process for design of Uncompahgre River Temperature and flow data collection facilities. Proposals will be publicly received and registered on Tuesday **August 8**, 2019 at City Hall, 433 S. 1st Street, Montrose, Colorado 81401. Bids will be received no later than 2:00 P.M. on the above date.

Complete bid packets can be downloaded from the City web page at www.cityofmontrose.org under Department Services, Purchasing, and Open Bids. Addenda will be posted to the website and it is the bidder's responsibility to download, review, sign, and include addenda with their bid.

The City reserves the right to accept or reject any or all bids, to waive irregularities and/or informalities and to disregard all non-conforming, non-responsive, unbalanced or conditional bids. The City of Montrose complies with all Equal Opportunity requirements. All qualified bidders will receive consideration without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age.

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all Offers made to the City of Montrose (hereafter "City") by all prospective vendors (herein after referred to as "Bidder") regarding City Solicitations including, but not limited to, Invitations to Bid, Requests For Proposals, Requests for Quotes, and Requests For Qualifications (hereafter "Solicitation" or Bid Solicitation).

A. CONTENTS OF BID

1. Bidders shall thoroughly read the project requirements and specifications, and shall examine any drawings and documents which may be incorporated into the Bid documents. As Bid documents frequently change for each Solicitation, veteran Bidders shall not assume that this Solicitation contains the same terms and conditions that were supplied in prior Solicitations. The City is not obligated to identify either minimal or substantial modifications to Bid documents.
2. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of services, materials and equipment as required by the Bid conditions. No plea of ignorance by the Bidder of conditions that exist, or 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 City or the compensation to the Bidder.
3. Bidders are advised that all City contracts are subject to all legal requirements contained in City Ordinances and State and Federal Statutes governing purchasing activities.
4. Bidders are required to state the exact intentions of their offer to the City 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 Bidder's Offer, it shall be construed that the Bidder's Offer fully complies with all conditions identified in this Solicitation.

B. CLARIFICATION AND MODIFICATION OF BID SOLICITATION

1. Apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
2. If any Bidder contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Bidder must submit a written e-mail request for clarification to the City's Agent/Contact. The Bidder submitting the request will be responsible for ensuring that the City receives the request at least seven (7) calendar days prior to the scheduled bid opening.
3. Any official interpretation of the Bid Solicitation must be issued in writing by the agent/contact of the City who is authorized to act on behalf of the City, or by the City's Legal Department. The City shall not be responsible for other interpretations offered by employees of the City who are not authorized to act on behalf of the City for this project.

4. If necessary, the City may issue a written addendum to clarify or inform of substantial changes which impact the technical submission of Bids. Addenda will be posted to the website and it is the Bidder's responsibility to download addenda. The Bidder shall certify its receipt of the addendum by signing the addendum and returning it with its Bid. In the event of a conflict with the original Bid Solicitation documents, addenda shall supersede all other documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. PRICING, COLLUSION, AND TAXES

1. Current Prices. Bid Proposals must be fixed and firm unless stated otherwise in the Bid Solicitation.
2. Discounts. Discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Payment terms shall be as set forth in any contract executed between the City and the Bidder. Payment by the City is deemed to be made on the date of the mailing of the check, or as otherwise set forth in any contract executed between the City and the Bidder.
3. Collusion. The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, or entities offering a Bid for the same items, or with the City. The Bidder also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the City's public procurement process, all Bidders are hereby placed on notice that any and all Bidders who falsify the certifications required in conjunction with this section shall be prosecuted to the fullest extent of the law.
4. It shall be understood and agreed that Bid Offers submitted by persons and entities are done so independently of any other offers, and that Bidders will not knowingly participate in solicitations where there exists a conflict of interest with their entity and a member of City staff or their immediate family.
5. Taxes. Bidders will neither include Federal, State nor applicable Local excise or sales taxes in bid prices, as the City is exempt from payment of such taxes. The Colorado Department of Revenue, Certification of Exemption for Colorado State Sales/Use Tax account number for the City of Montrose is 98-01805-0000. An exemption certificate will be provided, where applicable, upon request.

D. PREPARATION AND SUBMISSION OF BID

1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Bidder must be initialed in ink by the Bidder or its lawful agent.
2. Bid Proposals must contain a manual signature of an authorized agent of the Bidder in the space provided on the Bid Proposal Form. If the Bidder or its lawful agent fails to sign the Bid Proposal Form, its Bid shall be considered non-responsive and ineligible for award.
3. Unit prices shall be provided by the Bidder on the Bid Proposal Form when required in conjunction with the prescribed method of award. The Bidder shall enter "No Bid" for each item where a unit

price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

4. The delivery and/or completion date(s) provided by the Bidder, if required, must be stated in calendar days, following receipt of order/contract or official notice to proceed.
5. All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Bidder with its Bid Proposal. If the Bidder fails to supply any required information or documents, the city, in its sole discretion, may consider the Proposal non-responsive.
6. The accuracy of the Bid is the sole responsibility of the Bidder. No changes in the Proposal shall be allowed after the submission deadline, except when the Bidder can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
7. The Bid Proposal Form shall be enclosed in a sealed envelope and addressed to the City. The envelope shall clearly identify the Bid Number, Title and Due Date when submitted to the City. The Bidder shall also include its name and address on the outside of the envelope.
8. The City's Bid Proposal Form, which is attached to this Bid Solicitation, must be used when the Bidder is submitting its Bid Proposal. The Bidder shall not alter this form unless instructed to do so in writing by the City. Failure to use the City's Bid Proposal Form may result in the Bid being considered non-responsive.
9. Offers in response to formal Bid Solicitations will not be accepted by facsimile or electronic transmission. Only signed written offers will be considered responsive, and eligible for possible award. Bidders shall provide Proposal Forms, Statement of Work/Technical Offer Section, Special Conditions, Specifications and Pricing Form, and any other mandatory submittals with the bid.
10. Bidders who qualify their Proposals by including alternate contractual provisions should be aware that the City does not negotiate the terms of its contracts, and will ordinarily declare such Bid Proposals non-responsive. Once bids have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.
11. Bid Bonds (5% of total bid price) and performance and payment bonds (100% of total bid price) are required on construction projects over \$50,000.
12. Insurance certificates are required after a Notice of Award has been issued. Costs for additional coverage must be accounted for in the Bidder's proposal cost.
13. Bid Proposals received after the submission due date and time prescribed for the solicitation shall not be considered.

E. VENDOR APPLICATION AND RETENTION ON BIDDERS' LIST

The City does not maintain a bidder's list. Register to receive an automated email notification of new bids by visiting www.cityofmontrose.org - Department Services - Purchasing – Bid Notification.

F. MODIFICATION OR WITHDRAWAL OF LEGITIMATE OFFERS

1. Bidder offers may be modified in the form of an official written notice, and must be received prior to the due time and date set forth the Bid Solicitation. Each modification submitted must have the Bidder's name and return address and the applicable Solicitation Number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the City will be considered the valid modification.
2. Bids may be withdrawn prior to the due time and date set for the Solicitation, provided it is in the form of an official, authorized written request.
3. Proposals may not be modified or withdrawn after the due date and time set for the Bid opening for a period of ninety (90) calendar days. If a Bid Proposal is modified or withdrawn by the Bidder during this ninety (90) day period, the City may, at its option, place the Bidder on suspension and may not accept any further Bid Proposals from the Bidder for a period set by the City following the Bidder's modification or withdrawal of its Proposal. The City may reject an offer, in whole or in part, as set forth in the City of Montrose Municipal Code and the City's Procurement Manual.

G. EVALUATION OF OFFERS

1. Offers shall be evaluated based upon their responses to the questions and requests for information in this Bid Solicitation, and based upon whether and to what degree they comply with the instructions set forth herein. Thoroughness, accuracy, veracity, and professionalism in the responses shall be taken into account.
2. The City may, in its sole and absolute discretion:
 - a. Reject any and all, or parts of any or all, Bid Proposals submitted by prospective Bidders;
 - b. Re-advertise this Solicitation;
 - c. Postpone or cancel the Bid process for this Solicitation;
 - d. Waive any irregularities or technicalities in proposals received in conjunction with this Solicitation;
 - e. Determine the criteria and process whereby Proposals are evaluated and awarded.
3. A Proposal may not be accepted from, nor any contract be awarded to, any person or entity which is in arrears to the City upon any debt or Contract or which is in default as surety or otherwise upon any obligation to the City.
4. No Contract shall be awarded to any person or entity which has failed to perform faithfully any previous contract with the City, the State or Federal government for a minimum period of one (1) year after said previous Contract was terminated for cause.
5. A Proposal may not be accepted from, nor any Contract awarded to, any person or entity which has pending litigation against the City at the date and time of the Bid Opening.

H. AWARD OF CONTRACT

1. The City's Agent/Contact is authorized to handle initial contacts regarding any protest of the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, with the City Manager's approval. Any actual or prospective Bidder or Contractor who has a grievance in connection with the solicitation or award of a contract shall first seek resolution of the matter with the City's Agent/Contact.
2. If the City Manager or City designee does not, within thirty (30) days after receiving a protest, or within such longer period as may be agreed upon by the parties, issue a written decision on the protest or make a determination that award of the contract is necessary, the protest shall be considered denied.
3. By law, the City reserves the right to accept or reject any or all proposed bids, or any combination of them, and to waive any informality or irregularity in the bid or in the bidding.
4. Successful Bidders shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, the Bid Proposal.
5. No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex, or be subjected to discrimination under any contractual award administered by the City.

L. CONTRACTUAL OBLIGATIONS

1. In order to ensure the efficient utilization of tax dollars, successful Bidders shall comply with all contractual obligations contained in the Contract Documents, as set forth in the contract signed by the City and Bidder. A sample contract that Bidder will be expected to sign is supplied with these Bid Documents.

SPECIAL CONDITIONS

Company Name: _____

A. THERE IS NO PRE-BID CONFERENCE FOR THIS PROJECT.

B. CONTACT PERSON

During the course of this request process, from issuance until a recommendation for award, Bidders shall not initiate contact related to this request with anyone other than the officially designated individual:

For this bid the contact is David Bries at (970) 240-1484 or email: dbries@ci.montrose.co.us

Failure to abide by this requirement may result in disqualification from further participation in this process.

C. QUESTION DEADLINE

All questions regarding this Request for Proposal shall be directed by email to David Bries dbries@ci.montrose.co.us. All inquiries shall clearly identify the name of the firm and the authorized representative, the RFP number, and RFP title.

The deadline for receipt of questions from Bidders in regards to this RFP is 12:00 Noon on Monday August 5, 2019.

Responses will be prepared by the City in an addendum and published on the City of Montrose web site at: www.cityofmontrose.org under Department Services, Purchasing, Open bids, under this bid name. The responses in writing are the only official answers.

D. SUBMITTAL INSTRUCTIONS

The City desires to receive a clear, concise, economical presentation of the vendor's proposal. Bidders should submit the following with their bid:

1. One original of the signed bid packet proposal forms
2. One original of the technical proposal narrative
3. One original of the proposed project cost and current rate sheet(s)
4. One original of the proposed project schedule
5. One original of the signed bid addenda
6. An electronic copy of Items 1 through 5 emailed to David Bries after bid opening

Submit all of the above in a sealed envelope with the bid number and project name in the lower left hand corner of the envelope, with the bidder's name clearly written on the envelope. Failure to submit a proposal in the manner indicated may be cause for it to be considered 'non-responsive' and ineligible for consideration and subsequent award.

PROPOSAL FORM - PAGE 1

SUBMITTED BY:

Company Name: _____

Address: _____ City: _____

State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

CERTIFICATION: (if a Submission is Offered):

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder,
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications that were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms unless specific variations have been expressly listed on the Bid Proposal Form;
- The Submission is being offered independently of any other Bidder and in full compliance with the collusive prohibitions specified in the General Terms and Conditions of this solicitation; and
- The Bidder will accept any awards made to them as a result of this Solicitation for a minimum of ninety (90) calendar days following the date and time of the bid opening.

By: _____
Manual Signature of Agent

Date

Typed/Printed Name of Agent

Title of Agent

Include Original with Submission

Affix Manual signature of authorized agent.

PROPOSAL FORM - PAGE 2

VARIATIONS:

The Bidder shall identify all variations and exceptions taken to the General Terms and Conditions, the Special Conditions and any Technical Specifications in the space provided below; provided, however, that such variations are not expressly prohibited in the Bid documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be

cause for determining that the Bid Proposal is non- responsive and ineligible for award:

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

STATEMENT OF WORK

PART 1 – GENERAL ITEMS

1.1 PROJECT DESCRIPTION AND BACKGROUND

The City of Montrose recently renewed its NPDES discharge permit with the Colorado Department of Health and Environment (CDPHE) for their wastewater treatment plant (WWTP) facility located north of LaSalle Road in Montrose (see copy of permit included in reference documents). As part of this permit renewal, CDPHE is requiring the City to continuously collect flow and temperature data immediately upstream of the treatment plant for use in establishing future effluent temperature limits. To that end, the City is requesting proposals from qualified consultants to determine the best means for collecting these data, prepare designs for their construction, and complete all necessary permitting.

1.2 DESIGN CRITERIA

1.2.1 Minimum Design Standards

In addition to applicable regulations and accepted industry standard practice, all work shall be performed in accordance with requirements of the City's NPDES permit.

1.2.2 Minimum Qualifications and Experience

All civil design work shall be performed under the direction of and stamped by a professional engineer (PE), and all survey work shall be performed under the direction of and stamped by a public land surveyor. All licensing shall be active for the State of Colorado. Survey control and project drawings shall be tied into the City's control network (see related documents).

Experience in a minimum of five successful river flow/temperature measurement systems in recent years is preferred.

1.2.3 Conceptual Design

Flow through the treatment plant area consists primarily of contributions from the Gunnison Tunnel/South Canal¹, releases from Ridgway Reservoir, tributary stormwater flows, and irrigation return flows. Numerous USGS and State Division of Water Resources gauges are present near the project area; however, many diversions and contributions to the river's flow exist between these gauges making their use problematic. A more detailed discussion of the river's flow regime is included in the reference documents.

If possible, the City would prefer to install temperature and flow monitoring infrastructure immediately upstream of the WWTP. However, it is understood that this reach of the river is wide and dynamic and,

¹ Trans-basin flows from the Gunnison River conveyed to the Uncompahgre River via the Gunnison Tunnel/South Canal. The South Canal joins the Uncompahgre River approximately one mile upstream of Uncompahgre Road, south of Montrose.

as a result, may not be the best place to install monitoring equipment. Other conceptual designs include monitoring temperature upstream of the WWTP but measuring flow at structures near the LaSalle Bridge and Cedar Creek crossing or Townsend Avenue where fixed cross sections are available and relatively stable.

It is the City's intent to monitor flow by establishing "accurate enough" stage-discharge relationships and installing instrumentation in such a way that the cross sections of water bodies are not modified. This is in order to avoid floodplain/conveyance impacts and limit, or eliminate if possible, US Army Corps of Engineers (USACE) permitting requirements. To give proposers a feel for the scale and accuracy of the project, we anticipate the design to cost less than \$50,000.

1.3 REFERENCE DOCUMENTS

The following reference documents are included with the bid documents:

1. Copy of City of Montrose NPDES Permit with CDPHE
2. Survey Control Data Sheets
3. Uncompahgre River Flow Regime

PART 2 – SCOPES OF WORK

The scopes of work discussed below are intended to capture all tasks necessary to allow for bidding and construction of the proposed projects. However, the potential does exist for necessary tasks to be omitted from the scope of work provided. Proposers are encouraged to identify in their proposal any additional tasks (incl. pricing) they feel would be necessary to complete the project designs.

2.1 DESIGN CONSULTANT

2.1.1 Site Survey and Basemap Preparation

- A. Perform a site survey within areas to be instrumented and/or modeled for existing surface features, topography, and utilities as necessary for design. Utility data shall be obtained by performing 811 utility locates and will likely require follow up with individual utility companies who fail to locate their lines. The City of Montrose will provide shapefiles for water, sewer, and storm utilities to supplement the field surveys.
- B. Perform field surveys where necessary to establish property boundaries and easements adjoining proposed improvements.
- C. Establish local survey control within the project area to include at least three survey control monuments. Monuments shall be a #5 set rebar at least 4 feet deep with an aluminum cap.
- D. Prepare an AutoCAD basemap of the site for use in subsequent planning, design, modeling, and plan preparation.

2.1.2 Design Studies

- A. Perform a delineation of jurisdictional and non-jurisdictional wetlands and aquatic resources within areas to be disturbed (if applicable). Delineations and reporting shall be performed in accordance with USACE requirements.

2.1.2 Instrumentation Design, Plan Preparation, and Permitting

- A. Evaluate instrumentation alternatives and prepare a technical memo to the City outlining these alternatives, anticipated costs, and pros/cons of each.
- B. Once the City has selected the preferred alternative, perform all modeling necessary to establish a stage-storage relationship at flow monitoring locations.
- C. Design instrumentation to include stage measurement, temperature measurement, power provisions, connection to the City's SCADA network, and programming necessary for data collection and recording.
- D. Prepare suitable-for-construction drawings to include, but not be limited to, the following:
 - a. Title sheet
 - b. General note/spec sheet
 - c. Existing conditions sheet with identification of available project access, staging areas, and wetland boundaries.
 - d. Survey control sheet
 - e. Erosion control plan
 - f. Instrumentation plan
 - g. Details as required

- h. Any other sheets necessary to create a plan set suitable for bidding and construction Plans shall be submitted to the City for review and comment at the 30% and 90% design level.
- A. Prepare an engineer's cost estimate at the 90% and final design levels.
- A. Permit all proposed improvements with the USACE (if necessary for temporary or permanent river impacts) and other applicable permitting agencies.

2.2 CITY OF MONTROSE

- A. Provide GIS shapefile data on City utilities (note: locations are approximate).
- B. Provide plan reviews of intermediate submittals in a timely manner.
- C. Prepare bid documents (including bid form less quantities) and bid the project.

PART 3 – PROPOSAL FORMAT, SCHEDULE, AND SELECTION

3.1 PROPOSAL FORMAT

The technical proposal should include the following at a minimum:

- A narrative of the proposed methodology/approach to include instrumentation location options, instrumentation equipment options, and SCADA communication approach
- A list or organizational chart for personnel to be assigned to the project, discussions of each person's role, and identification of each person's availability for this project.
- Resumes for key personnel to be assigned to the project.
- A list of proposed design sub-consultants, their role on the project, and a discussion of past experience working with them.
- The proposed project schedule (see Section 3.3).
- A general summary of relevant experience performing similar work with references for each
- Proposed rate sheet for the consultant and any sub-consultants. Include standard markup for reimbursable expenses (travel, lodging, consumable supplies, etc), markup for sub-consultants, and standard per-diem rates.
- Costs to perform the above-described scope of work on a time and materials, not-to-exceed basis broken down by key tasks listed above. Although the work will be tracked by the key tasks presented above, the not-to-exceed number will apply only to the bottom line for the project (i.e., funds may be shifted between key tasks within the project as necessary).
- Any additional information the proposer feels would be useful to the review committee for evaluation of proposals.

3.2 SELECTION CRITERIA

Proposals will be evaluated by the City's utility and engineering departments by assigning a score between 0 and 4 in each of the weighted categories listed below.

- Price: 30%
- Team Assigned to the Project/Proposed Sub-Consultants: 30%
- Qualifications/Similar Project Experience: 20%
- Overall Presentation, Level of Detail, and Project Understanding: 20%

3.3 PROJECT SCHEDULE

Proposers are asked to prepare a project schedule broken down by key project tasks provided in Section 2.1. The project schedule is subject to the following conditions:

- Bid Opening: August 8, 2019
- Anticipated Notice of Award: August 14, 2019
- Notice to Proceed: Several days following contract execution by consultant
- Final Design and Permitting: October 31, 2019

