



**Request for Proposal
RFP-4787-20-DH**

**Lease and Installation of a
Liquid Oxygen System**

RESPONSES DUE:

April 23, 2020 prior to 3:30 PM MDT

Accepting Electronic Responses Only

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System
(RMEPS)**

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

(970) 244-1545

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

Section

- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
- 3.0 Insurance Requirements**
- 4.0 Specifications/Scope of Services**
- 5.0 Preparation and Submittal of Proposals**
- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**

REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP is directed to:

RFP QUESTIONS:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide right-of-way acquisition services to the City of Grand Junction on an “as needed” basis. With a recently voter approved funding measure, the City has been authorized to invest \$70 million in capacity enhancing improvements on 11 projects throughout the community. The successful Offeror, hereinafter referred to as Consultant, must be prepared to perform services as outlined in Section 4. It is the City’s goal to obtain professional services from a Consultant who will provide high quality customer service and project management.
- 1.3 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.5 Submission:** Please refer to section 5.0 for what is to be included. **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** *This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/business-and-economic-development/bids/> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).
- 1.6 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.

- 1.7 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.8 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.9 Addenda:** All questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.10 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of Services contained herein.
- 1.11 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.12 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled “Confidential Material”. Disqualification of a proposal does not eliminate this right.

- 1.13 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.
- Have adequate financial resources, or the ability to obtain such resources as required.
 - Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.
- 1.14 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- 1.15 Sales Tax:** The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.16 Public Opening:** Proposals shall be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO, 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Firm. By executing the contract, the Firm represents that they have familiarized themselves with the local conditions under which the Services are to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of Services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Services. If the Firm observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Firm performs any Services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the Services under a contract with the Firm.
- 2.5. Changes in the Services:** The Owner, without invalidating the contract, may order changes in the Services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the Services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Firm signed by the Owner issued after the execution of the contract, authorizing a change in the Services or an adjustment in the contract sum or the contract time.
- 2.6. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the Services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.7. Uncovering & Correction of Services:** The Firm shall promptly correct all Services found by the Owner as defective or as failing to conform to the contract documents. The Firm shall bear all costs of correcting such rejected Services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming Services under the above paragraphs shall be removed from the site where necessary and the Services shall be corrected to comply with the contract documents without cost to the Owner.
- 2.8. Acceptance Not Waiver:** The Owner's acceptance or approval of any Services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his Services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.9. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.10. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.

- 2.11. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Firm hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.12. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.13. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Services to be done or information that comes to the attention of the Offeror during the course of performing such Services is to be kept strictly confidential.
- 2.14. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.15. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.16. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.17. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.17.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.17.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.17.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- 2.18. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.19. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.20. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.21. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.22. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.23. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subFirm or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.24. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Servicesers' Compensation, normally provided by the Owner for its employees.
- 2.25. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

- 2.26. Ownership:** All work product, prints, etc., shall become the property of the Owner.
- 2.27. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.28. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.29. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.30. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.31. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.32. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.33. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.34. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Firm breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.35. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.

- 2.36. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.37. Default:** The Owner reserves the right to terminate the contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.38. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.39. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.40. Definitions:**
- 2.40.1. "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.40.2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.40.3. "Firm" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or his authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Firm shall not commence Services without clarifying Drawings, Specifications, or Interpretations.
- 2.40.4. "Sub-Contractor" is a person or organization who has a direct contract with the Firm to perform any of the Services at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.
- 2.41. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected

official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

SECTION 3.0: INSURANCE REQUIREMENTS

3.1 Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests provision.

(c) 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

d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the Firm against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision.

- 3.2 Additional Insured Endorsement:** The policies required by paragraph (b) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General:** Juniata Reservoir serves as the City's primary storage reservoir with a capacity of 7,291 acre feet. The original Juniata Reservoir provided for the storage of 400 acre feet and was built in 1911. There have been several enlargements made, most recently in 2008, which have expanded it to its current capacity. Historically, water was drawn from the bottom of Juniata Reservoir to fill Purdy Mesa Reservoir, which then fed the pipeline to the City of Grand Junction's water treatment plant. In the late 1980's, in order to improve source water quality to the treatment plant, this pipeline was extended to connect to Juniata Reservoir as well and an outlet was installed at the mid-level of the reservoir.



The City initiated a reservoir monitoring program in 2002. Water quality data collected suggests that dissolved oxygen levels (DO) in Juniata Reservoir's hypolimnion have been steadily decreasing and the onset of anoxia is gradually commencing earlier in the summer. This decrease in DO has led to increasing manganese and phosphorus levels. The City's Water Treatment Plant is a direct filtration plant, so issues such as algae blooms and manganese removal, which are related to decreased DO levels, pose a greater challenge than with conventional filtration.

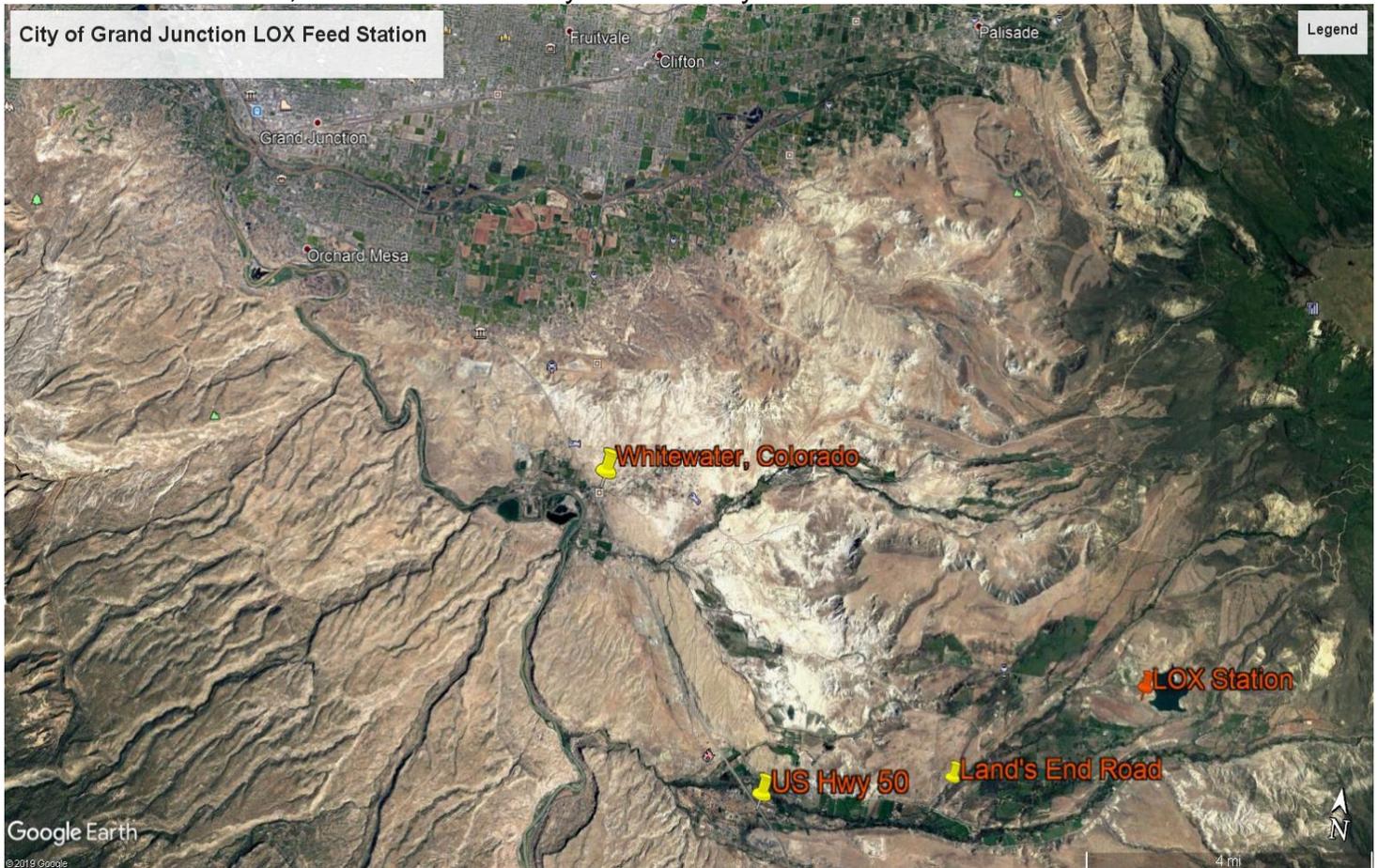
To mitigate these issues associated with the seasonal depletion of DO, the City of Grand Junction plans to have an aeration system installed in Juniata Reservoir during early summer, 2020. This aeration system will be supplied by an onsite liquid oxygen system (LOX).

4.2 Project Objectives:

The City of Grand Junction is seeking proposals from a qualified Liquid Oxygen Service Provider to furnish and install a complete and operational liquid oxygen system to include, but not limited to one (1) liquid oxygen storage tank (9,000 gallons), telemetry system, two (2) ambient air vaporizers, and associated piping, valves, flow meter, and instruments. Service provider agrees to enter into an agreement with the City of Grand Junction to lease the required equipment, supply and deliver bulk liquid oxygen, and provide continued and interrupted monitoring, on-going maintenance and technical support for the liquid oxygen system.

Based on preliminary estimates, the annual oxygen usage for this project is between 72,000 and 81,000 gallons per year (400-450 gallons/day for 6 months). Delivery capacity for the system should be rated for an average flow of 2,000-2,500 cubic feet/hour.

The LOX system will be installed on a concrete pad located southwest of Juniata Reservoir, in Mesa County, Colorado. This site is about 8 miles to the southeast of Whitewater, Colorado. Electricity is not readily available at this location.



Engineered drawings for the concrete pad shall be provided by the service provider to the City. Installation of the concrete pad shall be performed by the City of Grand Junction, or a subcontractor of the City of Grand Junction. Design of the system layout and construction of the service connection to the aeration system shall be coordinated with the aeration system's Design/Build team. Target date to have the system delivered and installed is June 1, 2020.

4.3 Scope of Work/Services

EXHIBIT A

SERVICE PROVIDER'S SCOPE OF WORK

PART 1 -GENERAL

1.01 SUMMARY:

- A. Liquid Oxygen Service Provider shall furnish and install one (1) liquid oxygen storage tank, telemetry system, two (2) ambient air vaporizers, and associated piping, valves, and instruments as shown on the Drawings and as specified herein. LOX Service Provider agrees to enter into a contract with the City of Grand Junction, Colorado (City) to lease the listed equipment, supply and deliver bulk liquid oxygen, and provide maintenance and technical support for the system.
- B. Stamped, engineered drawings for the concrete equipment pad will be provided by the Service Provider. LOX Service Provider shall coordinate LOX system layout with the aeration system's Design/Build team.
- C. The equipment specified herein shall be fabricated, shop tested, and shipped as fully assembled units requiring a minimum of field installation. LOX Service Provider shall be responsible for installation of all equipment within their scope. The Design-Builder will be responsible for installation of all equipment downstream of the customer service connection valve.

1.02 REFERENCES:

- A. Compressed Gas Association (CGA):
 - 1 CGA G-4.1 -Cleaning Equipment for Oxygen Service.
 - 2 CGA G-4.4 -Industrial Practices for Gaseous Oxygen Transmission and Distribution Piping Systems.
- B. National Fire Protection Association (NFPA):
 - 1 NFPA 50 -Standard for Bulk Oxygen Systems at Consumer Sites.
 - 2 NFPA 55 -Compressed Gases and Cryogenic Fluids Code.
 - 3 NFPA 70 -National Electrical Code.
- C. International Fire Code (IFC):
 1. Chapter 55 -Cryogenic Fluids
- D. American Society of Mechanical Engineers (ASME):
 1. Section VIII, Division I -Rules for Construction of Pressure Vessels.
- E. American Water Works Association (AWWA):
 1. AWWA B304-13 -Liquid Oxygen for Ozone Generation for Water, Wastewater, and Reclaimed Water Systems.
- F. Where reference is made to one (1) of the above standards, the revision in effect at the time of bid opening shall apply.

1.03 SUBMITTALS:

- A. Submit complete Shop Drawings. Submittal shall include the following:
 1. Complete drawings and data as required to describe the equipment and indicate full compliance with this Section. As a minimum, this shall include a piping and instrument diagram, details with dimensioned equipment and piping layouts and, data sheets or catalog cuts on all system components.
 2. Certified dimensional drawings of each item of equipment and auxiliary apparatuses to be furnished including installation drawings and details.

3. Design data for the equipment as follows:

- a. Manufacturer and model number, size, type, materials of construction, pressure and temperature ratings for the liquid oxygen storage tank.
 - b. Manufacturer and model number, size, type, working pressure, materials of construction, oxygen flow capacity and operation cycle time for the ambient air vaporizer.
4. Electrical drawings showing internal wiring and power requirements of control panels.

B. Operating Data:

1. Operating instructions shall include the following:
 - a. Index and tabs.
 - b. Instructions for safety procedures and precautions, operation, required maintenance by the City, parts lists, and equipment data sheets.
 - c. Applicable drawings.
 - d. Warranties and guarantees.
 - e. Address of nearest manufacturer-authorized service facility.
 - f. Schedule of maintenance to be provided by LOX Service Provider.
 - g. Operation manuals
 - h. Requirements for any special tools or spare parts.

C. Provide information to the City as required to secure building permit and prove compliance of leased system with IFC Chapter 55. Submittals required for permit will include, but may not be limited to:

- 1 System design information.
- 2 Tank manufacturer's specifications.
- 3 Plan drawings showing system layout.

1.04 OXYGEN SERVICE:

- A. All equipment, piping, valves, analyzers, seals, gaskets, valve seats and associated appurtenances to be used with oxygen shall be cleaned, labeled as clean, sealed and protected in accordance with CGA publication G-4.1 and certified for oxygen service before shipping to the site.
- B. All equipment, piping, valves, valve seats, analyzers, seals, gaskets, welds and all associated appurtenances to be used with oxygen, shall be resistant to degradation and gas losses due to the use of this gas.

PART 2 -PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

A. LOX Service Provider:

- 1 Air Products and Chemicals, Inc.
- 2 Airgas, Inc.
- 3 Praxair Technology, Inc.
- 4 Engineer-approved equal.

B. Liquid Oxygen Storage Tank:

- 1 Chart Industries.
- 2 Universal Industrial Gases.
- 3 Engineer-approved equal.

C. Liquid Oxygen Vaporization System:

- 1 Thermax Inc.

- 2 Cryoquip Inc.
- 3 Universal Industrial Gases
- 4 Engineer-approved equal.

2.02 GENERAL:

A. The bulk oxygen storage system and associated equipment shall comply with the latest edition of NFPA 50, CGA Pamphlet G 4.4, IFC Chapter 55, and all applicable local codes. All equipment furnished for oxygen use shall be designed, constructed, cleaned, and delivered sealed ready for oxygen service.

B. Project Site Conditions:

- 1 Altitude = 5,760 feet above mean sea level.
- 2 Maximum Outdoor Relative Humidity = 100 percent.
- 3 Seismic Factors: ASCE 7-10 Design Category B.
- 4 Outdoor Ambient Temperature: -10°F to 100°F

C. System shall be designed to operate 24 hours per day, during the months of May through November as well as be offline for months at a time.

2.03 INSTRUMENTATION:

- A. LOX Service Provider shall provide all instrumentation and controls required for a complete, operating system.
- B. LOX Service Provider shall use instrumentation intended for this type of service. LOX Service Provider shall be responsible for selecting instrumentation capable of meeting system requirements.
- C. LOX Service Provider shall provide required instrumentation as defined in Drawings.
- D. Provide temperature gauges with 5" dials and dual scales (degF/degC). Gauges shall be provided with thermowells to allow safe removal of process instrumentation.
- E. Provide temperature switches with field adjustable set point and NEMA 4 housing.
- F. Provide pressure gauges with 4.5" dials. Provide with isolation valves to allow safe removal of process instrumentation.

2.04 PIPING AND VALVES:

- A. All piping sections in which liquid or gaseous oxygen could be trapped by manual or automatic closing of valves shall be protected by pressure relief valves. Each valve shall be provided with a gooseneck riser tube.
- B. Pressure relief valves shall be made of all stainless steel or bronze construction, except that seats shall be PTFE. Pressure settings shall be set to relieve pressure in the piping according to pressure ratings dictated by the pipe Manufacturer.
- C. Provide a pressure regulating valve to maintain constant gaseous oxygen feed pressure of 40 psig.
- D. All valves and piping shall be rated for outdoor service and capable of handling the specified material.

2.05 LIQUID OXYGEN STORAGE SYSTEM:

- A. The liquid oxygen storage system shall include the liquid oxygen storage tank and all related safety devices, appurtenances and equipment required for operation.
- B. The design of the liquid oxygen storage tank shall be based on the following conditions:
 - 1 Gross capacity of tank 9,000 gallons.
 - 2 Maximum working pressure 250 psig.

3 Design temperature +150 to -320°F (+120 Max for inner vessel)

- C. The liquid oxygen storage tank shall be a horizontal double-walled cryogenic tank.
- D. The tank shall be equipped with an economizer system to direct the boiled off gaseous oxygen to the aeration system rather than venting to atmosphere.
- E. The tank shall include a dip tube liquid withdraw system, a vapor return line from the economizer system, a level transmitter, a pressure transmitter, and both top and bottom fill capability. Fill lines shall be fitted with quick connect couplings for tanker truck delivery of the liquid oxygen.
- F. LOX Control Panel: Please provide automated control as an option in addition to manual control with the associated pricing of each option.
 - 1 Provide a NEMA 4 enclosure to house instrumentation, control, and telemetry systems.
 - 2 . All instrumentation, control, and telemetry systems shall be solar powered.
 - 3 Shall be the single point of connection for the City's wiring including power and instrumentation signals. Provide terminal blocks for interface wiring.
 - 4 LOX System shall be equipped with a telemetry system (Automated Control Option) for remote monitoring of the tank level and other points as required by LOX Service Provider. Service Provider shall monitor and utilize information to automatically schedule bulk deliveries based on LOX level remaining in the tank. The City shall be provided access to view the information from the telemetry system via a web-based interface operated by the LOX Service Provider.
 - 5 Provide front panel displays for level and pressure transmitters. Displays shall maintain enclosures NEMA rating.
 - 6 Provide front panel indicator lights and controls for low vaporizer temperature and vaporizer selection valves. Valve indication and controls shall include indication for valve closed and valve opened and open/close control.
 - 7 Provide a red, mushroom head style emergency stop push button on the front of the control panel and interlock with the City's remote emergency stop signal for closure of emergency shut-off valve.
 - 8 Any above ground conduit required shall be Rigid Galvanized Steel (RGS) or Liquid Tight Flexible Metal Conduit (LTFMC9. Electrical installation shall be in accordance with the latest edition of NFPA 70 (National Electric Code).
- H. The tank shall be provided with hazardous material signal arrangements permanently affixed.

2.06 LIQUID OXYGEN VAPORIZATION SYSTEM:

- A. Two (2) ambient air vaporizers shall be provided for the liquid oxygen vaporization system including all related safety devices, appurtenances and equipment required for operation.
- B. The design of the vaporizer shall be such that the system can continuously deliver oxygen to the ozone generators provided by the Ozone System Service Provider with one (1) vaporizer in operation while the second thaws.
- C. The vaporizer shall be capable of receiving liquid oxygen from the storage vessel and continuously converting it to gaseous form of supply to the aeration system at the required system pressure. Further oxygen compression shall not be required.
- D. Each LOX vaporizer shall consist of an ambient air, finned-tube bundle configuration and shall be fully rated for cryogenic service.
- E. Vaporizers shall be fabricated from aluminum, factory-assembled unit complete with appropriate manifolds to minimize pressure drop, bracing, lifting lugs, safety appurtenances, necessary internal manifolding, and shall be suitable for outside installation and operation.
- F. The materials of construction shall be suitable for the design conditions, shall be oxygen compatible, and shall be factory cleaned for oxygen service and sealed.

- G. Nozzles: Inlet and outlet nozzles shall be located no more than five (5) feet above floor level, both with ANSI 816.5 flange dimensions.
- H. Grounding: Each vaporizer shall be provided with two (2) ground pads for attachment to No. 2/0 copper ground cables terminated with NEMA two-hole copper compression ground lugs. Ground pads shall be located on vaporizer supports at opposite corners of the vaporizer unit and shall be installed approximately two (2) feet above grade.
- I. Provide a minimum of four (4) steel lifting lugs to lift the units.
- J. Anchor bolt sizing shall be designed by the ambient vaporizer supplier. Design vaporizers for the design criteria as specified with normal frost load. Provide extended gap between extrusion fins for ice accumulation.

2.07 LOX USAGE AND FEED GAS SPECIFICATIONS:

- A. For LOX supply and delivery, the total average annual usage is estimated to be between around 9,200,000 Standard Cubic Foot per year (scf/yr).
- B. The LOX system shall be able to meet the following oxygen flow rate criteria under all temperature conditions at site during the months of May through November:
 - 1 Minimum: 100 SCFH
 - 2 Average: 2200 SCFH
 - 3 Maximum: 3920 SCFH
- C. LOX feed gas shall, at a minimum, meet the requirements of AWWA 8304-13 and the quality requirements of the OSSP. Quality requirements from the OSSP include the following:
 - The dew point of the LOX supplied shall not be above -85°F at standard atmospheric pressure.
 - The purity of the delivered LOX shall be 98 to 100 percent (mole/mole) oxygen.
 - Hydrocarbons (as CH₄) shall be less than 20 parts per million by volume (ppmv).
 - D. LOX shall be free from freons and solvents.
 - E. LOX deliveries shall include an affidavit of compliance that contains:
 - The guaranteed dew point temperatures (at standard atmospheric pressure) of each individual shipment. Temperatures shall be supplied in degrees Fahrenheit and degrees Celsius.
 - Total hydrocarbons (THC) of the individual shipment. THC shall be stated in parts per million (ppm) and shall be in compliance with the above information.
 - The grade of the LOX delivered at each individual shipment. The purity level of each individual shipment shall be specified as a percentage (mole/mole) and shall be in compliance with the above information.

PART 3 -EXECUTION

3.01 FACTORY TESTS:

- A. Hydrostatic Test. The oxygen system components shall be subjected to a hydrostatic factory test prior to shipment. The shop test pressure shall be 1.5 times the design operating pressure and held for not less than one (1) hour or as required by the specified standard or code. Any leaks discovered during the test shall be repaired and the unit retested until there is no leakage.
- B. Functional Test. Each item of equipment supplied shall be factory tested by the manufacturer prior to shipment to demonstrate that the unit and all subsystems function as specified and intended. All deficiencies discovered during this factory test shall be corrected and retested prior to shipment.
- C. Certification. The manufacturer shall provide a certified test report stating that the equipment has been subject to a hydrostatic and/or functional factory tests and were appropriately cleaned and sealed for oxygen service and each unit complies with the requirements specified. Certified performance

curves shall be furnished and the manufacturer shall verify continuity of control circuits for packaged systems.

3.02 INSTALLATION:

- A. Prior to any installation work, LOX Service Provider shall attend any City or Design-Builder safety training as required by City or Design-Builder to work on the site.
- B. LOX Service Provider shall perform a pre-install meeting with all affected personnel discussing the installation procedure, restricted areas, impact to other construction activities on site, etc.
- C. LOX Service Provider shall inspect and verify that the bulk pad and truck apron are properly constructed for installation of LOX equipment.
- D. LOX Service Provider shall install and anchor all of the bulk equipment on the pad site.
- E. LOX Service Provider shall install all of the proper signage to the bulk vessel as needed and required by applicable codes and regulations.
- F. LOX Service Provider shall install all conduit and cable required for a complete operating system. All installations shall comply with all applicable codes and standards, including the National Electrical Code.
- G. Using the proper tubing (copper, stainless steel, etc.), LOX Service Provider shall complete the above-grade plumbing of the LOX system up to the aeration system's source valve.
- H. LOX Service Provider shall pressure test all piping up to the aeration system's source valve. All piping shall be pressure tested at 1.2 times the working pressure.
- I. After completion of installation and pressure testing, LOX Service Provider shall fill the tank with the appropriate LOX product when directed to do so by the City in order to coincide with overall project construction and start-up sequencing. The City shall be responsible for payment of LOX required for Ozone System startup, commissioning, and testing.
- J. Upon filling the bulk tank, the LOX Service Provider shall complete the following:
 - 1. Purge the new system up to the aeration system's source valve.
 - 2. Set the regulators on the final line to the appropriate pressure setting as determined by the City's needs.
 - 3. If needed, connect alarm or Signal wiring to dry contacts on within the portion of the system supplied by the LOX Service Provider.
 - 4. Test all applicable alarms for proper operation.
 - 5. Complete a final pressure test on the system while at operating pressure.
 - 6. Train City personnel on the system to include the following:
 - a. Valves on the tank and final line.
 - b. The liquid level and pressure gauges on the bulk vessel.
 - c. Pressure gauges and regulators on the final line.
 - d. Emergency contacts as noted on the Bulk Vessel 10 form on the vessel.

3.03 INSPECTION AND TESTING:

- A. After all equipment has been completely installed each unit shall be tested by the LOX Service Provider and equipment manufacturer in the presence of City of Grand Junction and/or City of Grand Junction's representative.
 - 1 Test the storage tank under actual start-up and operating conditions to determine that the operation is satisfactory, that the pressure building system and economizer system are operating properly and that the liquid oxygen boil-off rate does not exceed the value specified.
 - 2 Test the vaporizer under actual start-up and operating conditions to determine that the operation is satisfactory and that the duration of vaporization to freeze at the design vaporization rate and the duration of defrosting period are acceptable for continuous operation of the system.
- B. If the equipment performance does not meet the requirements specified, corrective measures shall be

taken or the equipment shall be removed and replaced with units which will satisfy the condition specified, at no additional cost to the City of Grand Junction.

3.04 CLEANING PROCEDURE:

A. LOX Service Provider shall field clean all piping, fittings, equipment, etc., that will come in contact with oxygen liquid or gas. LOX Service Provider shall submit the details of the procedure to be used to ensure hydrocarbon and welding residue decontamination of the system. The selected procedure used shall be one that is used in the oxygen manufacturing industry, as recommended by the CGA. LOX Service Provider shall provide the services of a qualified specialty contractor for this work. LOX Service Provider shall submit the name and qualifications of this specialty contractor to the City at least 30 days prior to the start of cleaning procedures. Upon completion, the system shall be dried using dry nitrogen gas to a dew point of -60°C and inspected by the specialty cleaning contractor to ensure compliance with the cleaning procedure requirements. LOX Service Provider shall pay for all cleaning and drying chemicals used for field cleaning.

3.05 SERVICES OF LOX SERVICE PROVIDER:

A. LOX Service Provider shall lease the equipment as listed in this Specification to the City of Grand Junction, Colorado.

1 LOX Service Provider shall train City of Grand Junction operators in the use and safety requirements associated with the LOX equipment.

2 In the event of equipment failure, LOX Service Provider shall repair or replace equipment as required. Repairs and replacements shall be completed in a timeframe that minimizes disruption to the operation of the aeration system.

B. LOX Service Provider shall supply and deliver bulk liquid oxygen as required for operation of the system.

C. LOX Service Provider shall provide maintenance personnel and services as required to maintain the leased equipment in good, working condition.

1 Costs associated with labor, travel and replacement parts shall be included in the leasing fee.

2 24-hour technical support shall be provided to The City.

4.9 CITY PROJECT MANAGER: The Project Manager for the Project is Mark Ritterbush – Water Services Manager, who can be reached at (970)256-4185. During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction
Department of Public Works and Planning
Attn: Mark Ritterbush, Project Manager
244 26 ¼ Road
Grand Junction, CO 81503

4.10. Special Conditions/Provisions:

4.10.1 Price/Fees: Services pricing shall be all inclusive, to include, but not be limited to: labor, materials, equipment, travel, drawings, documentation, work, shipping/freight, licenses, permits, fees, etc.

Provide installation cost, annual lease cost (broken down to the month), and liquid oxygen replenishment costs (per trip/refill), and all other potential costs/fees with associated services.

All fees will be considered by the Owner to be negotiable.

4.10.2 Award: The City may, at its discretion, make a single award, or make awards for a primary and secondary service provider.

4.10.3 Laws, Codes, Rules, and Regulations: Contractor shall ensure that all services provided meet all Federal, State, County, and City laws, codes, rules, and regulations.

4.11. RFP Tentative Time Schedule:

- Request for Proposal available April 6, 2020
- Inquiry deadline, no questions after this date April 15, 2020
- Addendum Posted April 17, 2020
- Submittal deadline for proposals April 23, 2020
- Owner evaluation of proposals April 24-30, 2020
- Final selection May 8, 2020
- Contract Execution May 13, 2020

4.12. Questions Regarding Scope of Services:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

4.13. Contract: Contract shall commence upon award and will run through December 31, 2020. The awarded Firm and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the Firm and the Owner, be extended under the terms and conditions of the contract for three (3) additional one (1) year contract periods, contingent upon the applicable fiscal year funding.

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to G**:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm’s principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Firm agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Work/Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished.
- D. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- E. Fee Proposal:** Provide installation cost, annual lease cost (broken down to the month), and liquid oxygen replenishment costs (per trip/refill), and all other potential costs/fees with associated services.
- F. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- **Responsiveness of Submittal to the RFP**
(Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)
- **Understanding of the Project and Objectives**
(Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)
- **Experience**
(Firm's proven proficiency in the successful completion of similar projects.)
- **Necessary Resources/Capability**
(Firm has provided sufficient information proving their available means to perform the required scope of work/service; to include appropriate bonding, insurance and all other requirements necessary to complete the project.)
- **Strategy & Implementation Plan**
(Firm has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation Plan for details.)
- **References**
(Proof of performance in projects of similar scope and size from previous clients. See Section 5.0 Item E – References.)
- **Fees**
(All fees associated with the project are provided complete, comprehensive, and reasonable.)

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, Firm, supplier, or service provider in determining final award(s).

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Firm.

SECTION 7.0: SOLICITATION RESPONSE FORM

**RFP-4760-20-DH Contract for
Professional Right of Way Acquisition Services**

Offeror must submit entire Form completed, dated and signed.

The Owner reserves the right to accept any portion of the services to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror’s proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: _____

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date