



**Request for Proposal
RFP-5152-23-DD**

**Contract for Biosolids Hauling and Landfill
Disposal
Persigo Wastewater Treatment Plant**

RESPONSES DUE:

January 4, 2023, prior to 2:00 PM

Accepting Electronic Responses Only

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

www.bidnetdirect.com/colorado

(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)

NOTE: All City solicitation openings will continue to be held virtually.

PURCHASING REPRESENTATIVE:

Dolly Daniels, Senior Buyer

dollyd@gjcity.org

970-256-4048

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

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

NOTE: It is the Firm's responsibility to read and review all solicitation documentation in its entirety, and to ensure that they have a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/services being solicited.

- 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:

Dolly Daniels, Senior Buyer
dollyd@gjcity.org

The City would like to remind all Contractors, Sub-Contractors, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project, or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement and may result in disqualification.

- 1.2 Non-Mandatory Pre-Bid Meeting:** **Prospective offers are encouraged to attend a non-mandatory pre-bid meeting on December 13, 2022, at 2:00 pm.** Meeting location shall begin at Persigo Wastewater Treatment Plant Training Room located in the Administration Building at 2145 River Road, Grand Junction, CO. The purpose of this meeting will be to inspect and to clarify the contents of this Request for Proposal (RFP).
- 1.3 Purpose:** The purpose of this RFP is to obtain proposals from qualified firms to provide hauling and landfill disposal of dewatered biosolids from the Persigo Wastewater Treatment Plant. The disposal will need to be congruent with all CDPHE and EPA biosolid requirements. More specifically, these biosolids do not meet land application requirements and will need to be landfilled.
- 1.4 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.
- 1.5 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.

- 1.6 **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 (www.bidnetdirect.com/colorado).*** ***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 <https://co-grandjunction.civicplus.com/501/Purchasing-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**).

Proposal Opening Contract for Biosolids Hauling and Landfill Disposal RFP-5152-23-DD
Jan 4, 2023, 2:00 – 2:30 PM (America/Denver)

Please join my meeting from your computer, tablet, or smartphone.

<https://meet.goto.com/772095461>

You can also dial in using your phone.

Access Code:

772-095-461

United States:

[+1 \(646\) 749-3122](tel:+16467493122)

Join from a video-conferencing room or system.

Meeting ID:

772-095-461

Dial in or type:

67.217.95.2 or inroomlink.goto.com

Or dial directly:

[772095461@67.217.95.2](tel:772095461@67.217.95.2) or [67.217.95.2##772095461](tel:67.217.95.2##772095461)

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- 1.7 **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.
- 1.8 **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.
- 1.9 **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.

- 1.10 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.bidnetdirect.com/colorado. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 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.
- 1.12 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.
- 1.13 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.
- 1.14 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.

- 1.15 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.
- 1.16 Sales Tax:** The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.17 Public Opening:** Proposals shall be opened in a virtual meeting 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 is to be performed and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, 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. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the services under the Contract Documents. Upon receipt of written notice that the services is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find the services acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of services performed and materials placed in accordance with the Contract Documents. The services performed by Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community. The services and services to be performed by Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.
- 2.6. Protection of Persons & Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the services, or in consequence of the non-execution thereof by the Firm, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.7. 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.
- 2.8. 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.
- 2.9. 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 discovering 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.

- 2.10. 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.
- 2.11. 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.
- 2.12. 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.
- 2.13. 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.
- 2.14. 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.
- 2.15. 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.
- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.17. 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.
- 2.18. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services. Kurt Carson, Wastewater Services Manager is the Project Manager for this Project.
- 2.19. 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.

2.20. Employment Discrimination: During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:

2.20.1. 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.

2.20.2. 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.

2.20.3. 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.

2.21. 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 worker without authorization services 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).

2.22. 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.

2.23. 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.

2.24. 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.

2.25. 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.

2.26. 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, sub-contractor 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.

- 2.27. 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 Workers' Compensation, normally provided by the Owner for its employees.
- 2.28. 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.
- 2.29. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.30. 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.
- 2.31. 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.
- 2.32. 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.
- 2.33. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.34. 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.
- 2.35. 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.

- 2.36. 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.
- 2.37. 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.
- 2.38. 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.
- 2.39. 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.
- 2.40. 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.
- 2.41. 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.
- 2.42. 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.

2.43. Definitions:

- 2.43.1. "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.
- 2.43.2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.43.3. "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.
- 2.43.4. "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.

2.44. 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: Firm 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:

THREE MILLION DOLLARS (\$3,000,000) 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 paragraphs (b), and (c) above shall be endorsed to include the City of Grand Junction, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured. 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/Background:

The City of Grand Junction is seeking proposals from qualified firms to provide all labor, material, and equipment necessary for transportation and landfill disposal of dewatered biosolids produced at:

Persigo Wastewater Treatment Plant (Facility)
2145 River Road
Grand Junction, CO 81505

The dewatered biosolids do not meet land application requirements and will need to be landfill disposed in accordance with all applicable state and federal regulations. The

disposal location will need to be formally approved by the Project Manager. See Section 4.3 for dewatered biosolids volume, percent total solids and typical days/hours of facility operation.

Note: This RFP is only seeking to contract the hauling services to the approved disposal location. The facility will pay the landfill disposal fees to the landfill separately from this hauling contract.

4.2. Special Conditions/Provisions:

4.2.1 Non-Mandatory Pre-Bid Meeting: Prospective offers are encouraged to attend a non-mandatory pre-bid meeting on December 13, 2022, at 2:00 pm. Meeting location shall begin at Persigo Wastewater Treatment Plant Training Room located in the Administration Building at 2145 River Road, Grand Junction, CO. The purpose of this meeting will be to inspect and to clarify the contents of this Request for Proposal (RFP).

4.2.2 Price/Fees: Project pricing shall be all inclusive, to include, but not be limited to: labor, materials, equipment, travel, design, drawings, engineering work, shipping/freight, licenses, permits, etc.

The landfill disposal tipping fees will be handled and paid directly by the treatment plant.

Provide unit rate costs using Solicitation Response Form found in Section 7.

4.2.3 Estimated Quantities: The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. Variation of quantities may increase or decrease. The estimates do not indicate single order amounts unless otherwise stated. The Owner makes no guarantees about single order quantities or total aggregate order quantities. The Owner reserves the right to haul biosolids when deemed necessary.

4.3. Specifications/Scope of Services:

Currently facility operations staff perform all aspects of the biosolids treatment, dewatering, hauling, and disposal with in-house resources. The dewatered biosolids have historically been disposed at the Mesa County landfill located at 3071 US-50, Grand Junction, CO 81503. The anticipated biosolids tipping fee rate at the Mesa County Landfill for 2023 is \$26.25 per wet ton. The annual biosolids tipping fee is anticipated to increase 5% per year in the future.

The biosolids are dewatered using four belt filter presses (BFP) on the second floor of the dewatering building. There is minimal biosolids storage at the treatment plant and the dewatered biosolids are directly loaded into a 12-yard dump truck on the first floor of the dewatering building positioned under the BFPs using a belt conveyor. There is not an alternative biosolids conveyance or off-load location for dewatered biosolids.

Historically, the dewatered biosolids have a total solids concentration between 9% and 14%, with the “wetter” biosolids coinciding with the winter months and the “drier” biosolids occurring during the summer. The dewatered biosolids have always passed the paint

filter test and TCLP analysis and have been accepted for disposal at the Mesa County landfill without exception. We don't anticipate any substantial changes to the quality or quantity of dewatered biosolids during the duration of this hauling contract. The Persigo WWTP will continue to conduct all sampling, analysis, and reporting for the biosolids.

The scope of this RFP is for the awarded firm to take over the hauling and disposal responsibilities of the dewatered biosolids. The firm will need to provide trucks, drivers, all ancillary equipment, or materials needed, and coordination of logistics with the facility operations staff and landfill disposal. The selected firm will not be using City owned dump trucks or equipment under this contract.

Current Persigo Treatment facility dewatering operations (running the BFPs, loading dewatered biosolids, hauling and disposal) are Monday through Friday 7:00 am – 2:30 pm. There is no dewatering after 2:30 pm or on holidays or weekends. Occasionally, the Mesa County landfill will shut down due to weather (high winds, rain, snow, etc.). The selected firm will need to coordinate the daily logistics of providing hauling services that align with treatment plant operational needs and the ultimate landfill disposal location.

The selected firm will not be required to dispose of dewatered biosolids at the Mesa County landfill. There are other potential regional landfill locations that could be proposed for disposal pending Project Manager review and approval. At this point the Mesa County landfill is a very suitable disposal option but not a requirement of this RFP.

The awarded firm will need to pay special attention to potential operational constraints related to the dewatering process. One constraint is there is minimal dewatered biosolids storage or pre-dewatered storage at the treatment facility. The treatment facility is open to modifying historic dewatering practices to streamline the logistics of using a contract hauler. It is recommended that the prospective firms include any ideas for streamlining the logistics of using a contract hauler in their proposal. Any agreed upon changes to facility dewatering practices will need to be reviewed and approved by the Project Manager. Another constraint is the requirement for the treatment facility to conduct consistent dewatering of biosolids. The treatment plant does not have the ability to not dewater biosolids on a normal schedule. There is limited pre-dewatering digested sludge storage and dewatered storage. **It is paramount that the hauling contractor can provide reliable and dependable biosolids hauling.** The facility can't shut down biosolids dewatering for extended or unplanned periods of time.

The Contactor shall provide sufficient and acceptable equipment to transport the biosolids per the estimated quantities referenced in Table 1 and the outlined current parameters for biosolids. The biosolids could be loaded into the Contractor's equipment by City personnel or potentially stockpiled as required by facility operations. If biosolids are stockpiled it will be the responsibility of the contract hauler to load biosolids into their trucks for transport. Dewatered biosolids can likely be directly loaded into the contractor's trucks coming off the BFPs but if the biosolids are not directly loaded, then the contractor will need to provide loading of stockpiled biosolids.

The Contractor shall remove the dewatered biosolids from the wastewater treatment plant site and transport them to an approved disposal site.

The Contractor's required responsibilities include, but are not limited to the following:

- Participate in a monthly coordination meeting with City operations staff.
- Provide uninterrupted biosolids hauling service that does not obstruct the normal treatment plant operation.
- Comply with all applicable legal and other requirements
- Prepare and maintain an emergency preparedness and response plan
- Properly train all personnel and/or subcontractor personnel
- Communicate with interested parties
- Maintain control of applicable documents and records
- Maintain and provide to the City, all applicable data and performance measures as required
- Participate in corrective and preventive action plans

The Contractor shall be responsible for customary expenses such as maintaining licenses, certifications and attending contract related meetings.

Contractor agrees to comply with all applicable laws, regulations, or ordinances imposed by all applicable federal, state, regional, and local agencies.

Contractor shall accept all responsibility for disposal of the biosolids. Additionally, the Contractor shall accept full responsibility for any spillage, accidental or otherwise, which occurs on or off a Mesa County site. The spill shall be removed, and the site sanitized, and appropriate regulatory notification shall be made.

TABLE 1

Previous 5-year biosolids hauling averages.

1 load is equivalent to a 12-yard dump truck

Year	2017	2018	2019	2020	2021	5 Year Average
Loads Hauled	996	1031	1015	1010	1100	1030
Wet Tons	11763	12689	12298	11892	12581	12245
Dry Metric Tons	1305	1433	1509	1229	1344	1364
Total yards³	11952	12372	12180	12120	13200	12365

Current parameters for biosolids hauling by City staff, to be used as a point of reference for how City staff manage hauling and disposal. The contractor is not bound to conduct hauling in the same manner.

- Two- 12-yard dump trucks
- Average 45 min to load truck with dewatered biosolids from the BFPs
- 1 hour round trip drive time from Persigo WWTP to the Mesa County landfill
- Dewatering and hauling occurs Monday-Friday 7:00 am to 2:30 pm.
- No biosolids hauled on City observed holidays or weekends
- Maximum six loads per day with last load no later than 2:00pm. This has been a Mesa County landfill requirement.
- Hauling biosolids for disposal has needed a fulltime driver and truck to be coupled with each day of dewatering biosolids operation.

We are currently processing biosolids and hauling it to the land fill on a yearly average of 4 loads (12-yard dump truck) per day. We average more loads per day in the winter months than in the summer. Typically, in the winter we have hauled up to 6 dump trucks per day and in the summer, 2-3 is average.

4.4. Contract Term:

Contract shall commence upon award and will run through December 31, 2023. 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.

4.5. RFP Tentative Time Schedule:

- | | |
|---|----------------------|
| • Request for Proposal available: | November 23, 2022 |
| • Non-Mandatory Pre-Bid Meeting | December 13, 2022 |
| • Inquiry deadline, no questions after this date: | December 19, 2022 |
| • Addendum Posted: | December 22, 2022 |
| • Submittal deadline for proposals: | January 4, 2023 |
| • Owner evaluation of proposals: | January 5-9, 2023 |
| • Interviews (if required) | January 12-13, 2023 |
| • Final selection: | January 18, 2023 |
| • City Council Approval | February 1, 2023 |
| • Contract execution: | February 3, 2023 |
| • Holidays | |
| ➤ Thanksgiving | November 24-25, 2022 |
| ➤ Christmas (Observed) | December 26, 2022 |
| ➤ New Years (Observed) | January 2, 2023 |
| ➤ MLK Day | January 16, 2023 |
| ➤ Presidents' Day | February 20, 2023 |
| ➤ Memorial Day | May 29, 2023 |
| ➤ Juneteenth | June 19, 2023 |
| ➤ Independence Day | July 4, 2023 |
| ➤ Labor Day | September 4, 2023 |
| ➤ Veterans Day | November 10, 2023 |

4.6. Questions Regarding Scope of Services:

Dolly Daniels, Senior Buyer
dollyd@gjcity.org

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 (www.bidnetdirect.com/colorado).* *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 <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> 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 F**:

- 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 Services.
- D. References:** A minimum of three (3) **references** that can attest to your experience in projects of similar scope and size. **Please also summarize the projects completed with these references including** Client Name, Address, Contact Person, Telephone, Email Address, Project Dates, Project Description, Original Project Budget, Final Project Cost, Pictures, and Explanation of variation from original budget to final project cost.
- E. Fee Proposal:** Provide a complete list of all potential costs with associated services, as may be related to hydro excavation, backfilling test holes, surface patching, and associated traffic control. The list should be broken down into both hourly rates and flat rate fees as may apply.
- 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 **(with weighted values)**:

The following collective criteria shall be worth 80%
<ul style="list-style-type: none">• Responsiveness of Submittal to the RFP (10) (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 (20) (Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)• Experience (25) (Firm's proven proficiency in the successful completion of similar projects.)• Strategy & Implementation Plan (25) (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.)

The following criteria shall be worth 20%
* Fees (20)

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 may 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 reserves the right to invite the most qualified rated proposer(s) to participate in oral interviews, if needed.

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-5153-23-DD Contract for the Biosolids Hauling for the Persigo Wastewater Treatment Plant

Offeror must submit entire Form completed, dated, and signed.

NOTE: A complete list of all potential costs with associated services shall be included as required in Section 5.0, paragraph E.

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. The Owner reserves the right to consider any such discounts when determining the bid award that are no less than Net 10 days.

RECEIPT OF ADDENDA: the undersigned Firm 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

**Bid Schedule:
Contract for Biosolids Hauling for the Persigo Wastewater Treatment Plant
RFP-5152-23-DD**

Biosolids Hauling

Type of truck/trailer (Make/Model/Year):

Price per Wet Ton to Haul \$ _____

Amount Spelled Out _____

“OR”

Flat Rate per Delivery \$ _____

Amount Spelled Out _____

Preferred Disposal Landfill

If other than Mesa County Landfill, what is the 2023 tipping fee per wet ton (this will be paid directly by the treatment plant and not included in the contractor hauler fee)?

\$ _____

Amount Spelled Out _____

Estimated Quantities: The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. Variation of quantities may increase or decrease. The estimates do not indicate single order amounts unless otherwise stated. The Owner makes no guarantees about single order quantities or total aggregate order quantities. The Owner reserves the right to haul biosolids when deemed necessary.