



Request for Proposal RFP-5346-24-KF

Professional Geotechnical Engineering Services

RESPONSES DUE:

January 9, 2024, before 2:00 p.m. (Mountain Time)

Accepting Electronic Responses Only

Submitted Through the

Rocky Mountain E-Purchasing System (RMEPS)

<https://www.bidnetdirect.com/colorado/city-of-grand-junction>

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

**NOTE: All City solicitation openings will be held virtually,
information is in Section 1.9.**

Purchasing Agent:

Kathleen Franklin, Senior Buyer

kathleenf@gjcity.org

970-244-1513

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

Section 1.0: Administrative Information & Conditions For Submittal

- 1.1. Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110. all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2. Required Review:** The Offeror is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Request for Proposal.
- 1.3. Issuing Office:** The Request for Proposal (RFP) is issued by the City of Grand Junction (City). The Purchasing Agent responsible for the conduct of this procurement is:
- Kathleen Franklin
kathleenf@gjcity.org
- Except for pre-bid or site visit meeting(s) all inquiries, concerns, clarifications, or communication about this solicitation, including process, specifications, and project scope, must be in writing to the Purchasing Agent. Other communication may result in disqualification.
- 1.4. Purpose:** The City of Grand Junction, Colorado is requesting proposals from qualified professional Firms capable of delivering geotechnical engineering and materials testing services to meet the dynamic and evolving needs. This contract will be established on an 'as-needed' basis to ensure that the City's infrastructure projects are supported by the highest standards of expertise, safety, and reliability. Services shall be provided under the terms and conditions provided in this RFP.
- 1.5. Non-Mandatory Pre-Proposal Meeting:** Prospective Offerors are encouraged to attend a non-mandatory pre-proposal meeting on **December 20, 2023, at 2:00 p.m.** The meeting location will be in the **City Hall Auditorium, located at 250 N. 5th St. Grand Junction, CO 81501.** The purpose of this visit will be to clarify the contents of this RFP.
- 1.6. The Owner:** The City is the "Owner" which will act by and through its authorized representative(s); "Owner" or "City" may be used interchangeably throughout this Solicitation.
- 1.7. Compliance:** All Offerors, by submitting a proposal, commit to adhere to all conditions, requirements, and instructions in this RFP as stated or implied herein or modified by

addenda. Should the Owner omit anything necessary to the clear understanding of the requirements, or should it appear that various instructions conflict, the Offeror(s) shall secure instructions from the Purchasing Agent before the submittal deadline.

- 1.8. Procurement Process:** The 2023 version of the City [Procurement Policy](#) applies to this Solicitation.
- 1.9. Submission:** See section 5.0 of this Solicitation for Preparation and Submittal Terms. Proposals shall be formatted as directed, in Section 5. Proposals that fail to follow the format may be found non-responsive. To participate in the solicitation opening, please utilize the following information and link:

**Solicitation Opening, “Professional Geotechnical Engineering Services, RFP-5346-24-KF
Jan 9, 2024, 2:00 – 2:30 PM (America/Denver)**

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

<https://meet.goto.com/990613573>

Dial in using a phone.

Access Code: 990-613-573

United States: +1 (224) 501-3412

Join from a video-conferencing room or system.

Meeting ID: 990-613-573

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Or dial directly: 990613573@67.217.95.2 or 67.217.95.2###990613573

Get the app now and be ready when your first meeting starts

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

- 1.10. Public Disclosure:** Under the Colorado Open Records Act (CORA), all information within any bid or proposal is subject to public disclosure. Upon the issuance of an award, both the solicitation file and the proposal(s) contained therein are subject to a [CORA request](#). In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.
- 1.11. Altering Proposals:** Any alterations made before the opening date and time, must be initiated by the Offeror. Proposals may not be altered or amended after the submission deadline.
- 1.12. Withdraw of Proposals:** 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 before award.
- 1.13. Acceptance of Proposal Content:** The Proposal selected by the Owner shall become a part of the Contract Documents. Failure of the successful Offeror to accept the obligations in the Contract shall result in cancellation of the award and such Offeror shall be removed from future solicitations. When a Contract is executed by and between the Offeror and the City, the Offeror may be referred to as the “Consultant” or “Firm.”

- 1.14. Addenda:** Official response to questions, interpretations, corrections, and changes to this solicitation or extensions to the opening/receipt date will be made by the Purchasing Agent by a written Addendum to the solicitation. The sole authority to authorize addenda shall be vested in the Purchasing Division. Addenda will be issued electronically through BidNet Direct Rocky Mountain E-Purchasing System website at <https://www.bidnetdirect.com/colorado/city-of-grand-jeff>. An Offeror(s) must acknowledge receipt of all addenda in the proposal(s).
- 1.15. Exceptions and Substitutions:** All proposals meeting the intent of this RFP will be considered for award. An Offeror taking exception to the specifications does so at the Offeror's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, the Offeror must state any exception(s) in the section to which the exception(s) pertain(s). Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specification(s). The absence of stated exception(s) indicates that the Offeror has not taken exception(s), and if awarded a Contract, shall hold the Offeror responsible for performing in strict accordance with the Contract Documents.
- 1.16. Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after the 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 identified with the words "**Confidential Disclosure**" and uploaded as a separate document may establish the information as confidential or proprietary. Any material the Offeror(s) intends to be treated as confidential or proprietary in nature must include a written explanation for the request. Consistent with the Colorado Open Records Act (CORA), the request shall be reviewed and decided by the Owner. If denied, the Offeror will have the opportunity to withdraw its proposal or to remove confidential or proprietary information. Neither cost nor pricing information nor the entire proposal may be claimed as confidential or proprietary.
- 1.17. Response Material Ownership:** All proposals become the property of the Owner upon receipt and may only be returned to the Offeror 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 in the materials marked as "Confidential Material." Disqualification of a proposal does not eliminate the City's right.
- 1.18. Minimal Standards for Responsible Prospective Offerors:** The Offeror must affirmatively demonstrate its responsibility. A prospective Offeror must meet the following minimum requirements:
- Be able to comply with the required or proposed schedule.
 - Have a satisfactory record of performance of projects of similar scope and size.
 - 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.
- 1.19. Sales Tax:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.20. Public Opening:** Proposal(s) shall be opened publicly in a virtual meeting following the proposal deadline. Offerors, representatives, and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. Only the company name(s) and business location of the proposing Offeror(s) 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 which shall be acknowledged by the Offeror on the Letter of Interest or Cover Letter. The Offeror must be legally authorized to execute a Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal, the Offeror accepts all terms and conditions including compensation, as set forth herein/the Contract Documents. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's requirements. Failure to do so may be deemed a waiver of any right(s) to subsequently modify the term(s) of performance, except as specified in the RFP. 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 before a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and the Firm. By executing the Contract, the Firm represents that it has familiarized itself with the conditions under which the Service is to be performed and correlated its 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 Contract Documents intend 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 contained herein.
- 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, including the City, bearing on the performance of the Service(s). If the Firm observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and necessary changes will be made to reconcile the variation as determined to be in the best interest of the City. 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, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Services.

- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Services under the Contract.
- 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 Service(s) under the Contract. Upon receipt of written notice that the deliverable(s) is ready for final inspection and acceptance and upon receipt of the invoice for payment, the Owner's Project Manager will promptly make such inspection and, when the Owner finds the Service(s) acceptable under the Contract and the Contract fully completed, 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 Service(s) performed per the Contract Documents. The Service(s) performed by the Firm shall follow generally accepted professional practices and the level of competency presently maintained by other practicing professional Firms in the same or similar type of Service(s) in the community. The Service(s) to be performed by the Firm hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- 2.6. Protection of Persons and 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 it from damage, injury, or loss.
- 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. A Change Order/Amendment is a written order to the Firm signed by the Contract Administrator 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 the 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.
- 2.9. Protection of Persons and 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 it from damage, injury, or loss.
- 2.10. Correction of Services:** The Firm shall promptly correct all Services found by the Owner as defective or as failing to conform to the Contract. 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 discovery of the 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 without cost to the Owner.
- 2.11. Acceptance Not Waiver:** The Owner's acceptance or approval of Service(s) furnished hereunder shall not in any way relieve the Firm of its responsibility to maintain the high quality, integrity, and timeliness of its Services. The Owner's approval or acceptance of,

or payment for, any Services shall not be construed as a future waiver of any right(s) under the Contract, or of any cause of action arising out of performance under this Contract.

- 2.12. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the Contract Administrator.
- 2.13. Assignment:** The Firm shall not sell, assign, transfer, or convey the Contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.14. Compliance with Laws:** Proposals must comply with all Federal, State, County, and local laws governing the Service and the fulfillment of the Service(s) for and on behalf of the public. The 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 as required by law.
- 2.15. 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.
- 2.16. Confidentiality:** All information disclosed by the Owner to the Offeror and/or the Firm for the Services to be performed or information that comes to the attention of the Firm during the course of performing such Services is to be kept strictly confidential.
- 2.17. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this RFP.
- 2.18. Contract:** This solicitation, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and the Firm. The Contract represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral, including the solicitation documents. The Contract may be amended or modified only with Amendment.
- 2.19. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a Firm may be rejected in whole or in part when it is in the best interest of the City.
- 2.20. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final 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.
- 2.21. Employment Discrimination:** During the performance of any Services, the Firm agrees to:
- 2.21.1.** 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 Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2.21.2.** In all solicitations or advertisements for employees placed by or on behalf of the Firm, shall state that such Firm is an Equal Opportunity Employer.
- 2.21.3.** 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.
- 2.22. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Firm certifies that it does not and will not during the performance of the Contract employ personnel without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- 2.23. Ethics:** The Firm shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.24. Failure to Deliver:** In the event of failure of the Firm to perform under the Contract, the Owner, after due oral or written notice, may procure Services from other sources and hold the Firm responsible for all costs resulting in the purchase of additional Services and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.
- 2.25. 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 of the Contract at any time under the terms thereof.
- 2.26. Force Majeure:** The Firm 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 Firm unless otherwise specified in the Contract.
- 2.27. Indemnification:** The Firm 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 Firm, or of any Firm's agent, employee, subcontractor or supplier in the execution of, or performance under, the Contract which may result from proposal award. The Firm shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance or non-performance.
- 2.28. Independent Firm:** The Firm shall be legally considered an independent of the 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, or any other amounts for benefit(s) 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 to its employees.

- 2.29. Ownership:** All documents, plans, concepts, and work prepared under the Contract, *etc.*, created by the Firm for this Service, shall become the property of the Owner. All information furnished by the Owner is and shall remain the Owner's property.
- 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 the Contract. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.31. Patents/Copyrights:** The Firm agrees to protect the Owner from any claims involving infringements of a patent(s) and/or copyright(s) and/or other intellectual property protection. In no event shall the Owner be liable to the Firm for any claims, damages, awards, and/or costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Solicitation.
- 2.32. Governing Law:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising out of or under this Solicitation and/or Contract shall be in District Court 21st Judicial District, Mesa County, Colorado.
- 2.33. Expenses:** Expenses incurred in the preparation, submission, and presentation of a proposal in response to this solicitation are the responsibility of the Firm and shall not be charged to the Owner.
- 2.34. Sovereign Immunity:** The Owner specifically reserves and asserts its rights to sovereign immunity under Colorado Law.
- 2.35. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract will be subject to and provide a non-appropriation of funds clause under Colorado law.
- 2.36. Collusion Clause:** Each Offeror, by submitting a proposal, certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any proposal(s) found to have evidence or reasonable belief of collusion among the Offerors will be rejected. The Owner reserves the right, at its discretion, to accept future proposals for the same service(s) or work from participants identified 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 its discretion, terminate the 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 equity as deemed by the Owner to be in the best interest of the Owner (in the event of breach or default) of resulting Contract award.
- 2.39. 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 under the Contract. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full cost to the defaulting Firm.
- 2.40. Multiple Offers:** If an Offeror submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "Alternate PROPOSAL". The Owner reserves the right to make the award in the best interest of the Owner.
- 2.41. 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 Offeror and the participating Firms. All participating entities will be required to abide by the specifications, terms, conditions, and prices 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 its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing offices or use its purchasing cards 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 "piggyback" on the solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.
- 2.42. Definitions:**
- 2.42.1.** "City" or "Owner" is the City of Grand Junction, Colorado, and is referred to throughout the Contract Documents.
- 2.42.2.** "Consultant" or "Firm" is the person, organization, entity, or consultant identified as such in the proposal and throughout the Contract. The term encompasses the Consultant, Firm, or its authorized representative(s).
- 2.42.3.** "Key Personnel" designate the crucial individual(s) from the Firm essential for the successful execution and completion of the Project. The individual(s) will possess specialized skills, knowledge, or experience required for the Project's specific scope of work.

- 2.42.4.** “Offeror” refers to the person(s) legally authorized by the Firm to make an offer and/or submit a response fee proposal in response to the RFP.
- 2.42.5.** “Project” or “Work” refers to the endeavor outlined in this solicitation to create the product, service, or deliverable.
- 2.42.6.** “Services” includes all labor, materials, equipment, and/or professional skills necessary to produce the requirements of the Contract Documents.
- 2.42.7.** “Subcontractor is a person(s) or organization that has a direct contract with the Firm to perform any of the service(s). The term subcontractor is referred to throughout the Contract and means the subcontractor or its authorized representative.
- 2.43. Public Disclosure Record:** If the Offeror knows its employee(s) or subcontractors having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a “Public Disclosure Record”, and/or 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, policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm according to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by the Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed under the Contract because it failed to procure or maintain insurance in sufficient amounts, durations, or types.

The Firm shall procure and maintain and, if applicable, shall cause any subcontractor 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 under the Contract. 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: The Firm shall comply with all State of Colorado Regulations concerning Workers’ Compensation and other statutory insurances as required.

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

ONE MILLION DOLLARS (\$1,000,000) for each occurrence and

TWO MILLION DOLLARS (\$2,000,000) per job aggregate.

The policy shall apply 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 hazards. The policy shall contain a severability of interest provision.

(c) Pollution Liability with minimum combined single limits of:

FIVE MILLION DOLLARS (\$5,000,000) for each occurrence and

FIVE MILLION DOLLARS (\$5,000,000) per job aggregate.

(d) 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) for each occurrence and

ONE MILLION DOLLARS (\$1,000,000) aggregate

Concerning each of the Firm's owned, hired, or non-owned vehicles assigned to be used in the performance of the Services/Work.

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

FIVE MILLION DOLLARS (\$5,000,000) 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.

(f) Technology-related errors and omissions liability and cyber-liability coverage with limits of:

TWO MILLION (\$2,000,000) for each occurrence and

TWO MILLION (\$2,000,000) aggregate

3.1.1. Additional Insured Endorsement: The policies required by paragraphs (b), (d), and (f) above shall be endorsed to include the City of Grand Junction, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy 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 the 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:** The Owner seeks to establish an annual contract with an efficient and effective geotechnical engineering firm(s) with the capacity to deliver prompt and comprehensive services on an 'as-needed' basis.
- 4.2. Specifications/Scope of Services:** The Firm selected by the Owner shall provide a comprehensive range of geotechnical engineering services on a flexible, 'as-needed' basis. These services include but are not limited to geotechnical engineering, material testing, and construction inspection services necessary for the construction and maintenance of City infrastructure.

In addition to technical proficiency, the Owner values specific attributes that are desired under this Contract, including:

- Organizational excellence to ensure efficient project management.
- A deep understanding of each project's unique demands to facilitate a timely and relevant response.
- Capacity and expertise, possessing the capacity with qualified and experienced personnel for quality assurance, knowledge of local construction practices, and adherence to AASHTO/ASTM standards.
- Adaptability and readiness to respond to changing requirements to ensure project schedules are maintained.
- Effective communication, fostering seamless collaboration with City representatives and other stakeholders.
- Timely reporting to ensure the City is consistently well-informed about project progress and potential issues. Flexible in Form format, provided it complies with AASHTO/ASTM standards.
- Transparent invoicing, exemplifying precision in invoicing, encompassing both service descriptions and fee rates, for transparency and financial accuracy.

The City retains the discretion to make a single Contract award or, as deemed suitable, designate a primary and a secondary service provider, with a strong emphasis on time adherence and availability throughout the project lifecycles.

The 2024 Recommended Budget for the City plans to invest \$145.1 million in capital improvements in the community with approximately 75% of the funds allocated for vertical and horizontal construction projects. A copy of the 2024 Recommended Capital Budget is attached for reference on the types of projects planned.

Over the past 5 years, the Owner has spent approximately \$200,000 to \$400,000 per year on contracted geotechnical engineering and testing services. It is anticipated that the forecasted level of geotechnical engineering services in 2024 associated with this RFP would equate to a similar level of work compared to previous years but does not guarantee a certain amount of work.

4.3. Special Conditions & Provisions:

4.3.1. Non-Mandatory Pre-Proposal Meeting: Prospective Offerors are encouraged to attend a non-mandatory pre-proposal meeting on **December 20, 2023, at 2:00 p.m.** The meeting location will be in the **City Hall Auditorium, located at 250 N. 5th St. Grand Junction, CO 81501.** The purpose of this visit will be to clarify the contents of this RFP.

4.3.2. Fee Proposal: Pricing for the services shall be all-inclusive, including, but not limited to: labor, materials, equipment, travel, design, drawings, work, shipping/freight, licenses, permits, fees, and any related costs. etc.

Provide a comprehensive list of all, direct charges and potential costs associated with geotechnical engineering and materials testing, laboratory rate services, employee and subcontractor classification with experience and state hourly rate, standard procedures and testing descriptions, methods, and price per test, breaking items down into both hourly rates and flat rate fees, as applicable.

The Owner shall not pay nor be liable for any other additional costs including but not limited to taxes, insurance, interest, penalties, termination payments, attorneys fees, liquidated damages, etc.

All fees and pricing will be subject to negotiation by the Owner.

4.3.3. Laws, Codes, Rules, and Regulations: The Firm shall ensure that all Services provided meet all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such Services.

4.3.4. Project Schedule: The Offeror shall include standard delivery time for day-to-day testing results, delineating calendar timelines for services.

4.3.5. Contract: A binding Contract shall consist of (1) the RFP and any Addendum(s) thereto, (2) the Offeror's response (Proposal) to the RFP, (3) any clarification of the Proposal, if applicable, and (4) the City's Purchasing Department's acceptance of the proposal through a "Notice of Award." All Exhibits and Attachments within the RFP are incorporated into the contract by reference.

A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein and other laws as applicable.

B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract Amendment signed and approved by and between the duly authorized representative of the Offeror and the Contract Administrator or by a modified Purchase Order/Contract prior to the effective date of such modification. The Offeror expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

4.3.6. Project Manager/Administrator: The Project Manager, representing the Owner, will promptly make decisions regarding services proposed or performed by the Firm. The Project Manager is responsible for approving and accepting all services within the performance of the Contract. During the performance of the Contract, all notices, letters, submittals, and other communications directed to the City shall be delivered to

Kenneth Haley, Engineering Manager
City of Grand Junction, Engineering and Transportation
244 7th St.
Grand Junction, CO 81501

4.3.7. Contract Administrator: The Contract Administrator for the City is Duane Hoff, Jr., CPPB. Contract-related inquiries, issues, change orders, amendments, and communications related to the Contract will be directed to:

Duane Hoff, Jr., Contract Administrator
duaneh@gjcity.org
(970) 244-1545

4.4. Contract Term: The Contract will be effective from the date of execution by the Parties and services shall be provided through December 31, 2024. The awarded Firm(s) and Owner may mutually agree to renew the Contract for up to three (3) additional one (1) year periods, contingent upon the City Council's appropriation of funds. Renewals shall maintain the original Contract terms and conditions and fees/rates.

4.5. Attached Documents: (click links for access)

Appendices

Appendix 1 – 2024 Recommended Capital Project Listing

4.6. RFP Tentative Time Schedule:

- Request for Proposal available December 11, 2023
- Non-Mandatory Pre-Proposal Meeting December 20, 2023, 2:00 p.m.
- Inquiry deadline, no questions after this date December 28, 2023
- Final Addendum Posted January 3, 2024
- Submittal deadline for proposals January 9, 2024
- Owner evaluation of proposals January 9-16, 2024
- Interviews and tours, *if required* January 19, 2024
- Final Selection January 24, 2024
- City Council Approval February 7, 2024
- Contact execution February 9, 2024

4.7. Questions Regarding Scope of Services:

Section 5.0: Preparation and Submittal of Proposals

Submission: Each proposal shall be submitted in electronic format only, and only through BidNet Direct Rocky Mountain E-Purchasing System website link: (<https://www.bidnetdirect.com/colorado/city-of-grand-jection>). This site offers both “free” and “paying” registration options which allow for full access to the City’s documents and electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view the “**Electronic Vendor Registration Guide**” at <https://www.gjcity.org/501/Purchasing-Bids> for details. (Purchasing Agent does not have access or control of the Vendor side of RMEPS. If there are website or other problems that arise during response submission, the Offeror **MUST** contact RMEPS to resolve the issue before 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.” The uploaded response to this RFP shall be a single PDF document with all required information included. Offerors are required to indicate interest in this Project, show specific experience, and address the capability to perform the Scope of Services in the Project Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted from **A** to **H**:

Proposals are requested to not exceed 20 pages.

- A. Cover Letter:** A cover letter shall be provided that explains the Offeror’s interest in the Project. The letter shall contain the name, address, phone number, and email of the person designated as the Firm’s principal contact person. Furthermore, it shall identify individual(s) authorized to make presentations and commitments on behalf of the Firm. The cover letter shall bear the signature of the person having the proper authority to make formal commitments on behalf of the Firm, stating the individual(s) role and signature authority. By submitting a response to this Solicitation, the Offeror agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Offeror(s) must present qualifications and demonstrate relevant experience and credentials for consideration as a contract provider to the City of Grand Junction. This should encompass a strong track record in handling projects of a similar nature.
- C. Strategy and Implementation Plan:** The Offeror is expected to provide a detailed description of its interpretation of the Owner’s objectives outlined in this RFP. Describe the proposed strategy or plan for achieving these objectives. The Offeror has the flexibility to use a written narrative or any other appropriate format to demonstrate its capability to fulfill the Scope of Services. The narrative should present a logical progression of tasks and efforts, commencing with the initial steps or tasks and extending to a complete description of all proposed tasks, demonstrating how the RFP objectives will be met. Additionally, specify the standard delivery time for day-to-day testing results as part of your proposed strategy.

- D. **References:** Provide a minimum of three (3) government and/or municipal references that can attest to the Firm's experience in projects of similar scope and size. **Include a summary of the project completed with** the client name, address, point of contact person, telephone number, email address, project dates, project description, original project budget, final project cost, explanation of variation from original budget to final project cost, pictures, *etc.*
- E. **Solicitation Response Form:** The Offeror shall complete and submit the attached Solicitation Response form with the proposal.
- F. **Fee/Pricing Proposal:** Provide a comprehensive list of all, direct charges and potential costs associated with geotechnical engineering and materials testing, laboratory rate services, employee and subcontractor classification with experience and state hourly rate, standard procedures and testing descriptions, methods, and price per test, breaking items down into both hourly rates and flat rate fees, as applicable.
- G. **Legal Proceedings/Lawsuits:** Provide a comprehensive list of any legal proceedings or lawsuits involving the Firm, employees, or subcontractors of the Firm who may be providing services to the City. The list shall include current litigation and the status, and any matter(s) filed, settled, and/or otherwise adjudicated in the last five years. For each instance describe the underlying reason or cause of action, as well as the outcome or current status.
- H. **Additional Data:** Furnish any additional pertinent information that is directly related to the qualifications and capabilities of the Firm. This may include details about specific expertise, innovative technologies, approaches, or any other information that will enhance the evaluation of the Firm's suitability to provide the services outlined in this RFP.

Section 6.0. Evaluation Criteria and Factors

- 6.1. **Overview:** An evaluation committee, appointed by the City, will assess all qualified responses. Proposal(s) will be selected based on the ability to demonstrate the necessary expertise and capability essential for delivering the scope of services. Additionally, the committee will consider the integrity and reliability of the proposals, to ensure the highest degree of confidence in full faith and performance.
- 6.2. **Intent:** Only Respondents who meet the qualification criteria will be considered. Therefore, the submitted proposal must indicate the Offeror's ability to provide the services described herein.
 - I. **Evaluation Summary:** Proposals will be prioritized based on the criteria categories and values described below. The City reserves the right to reject any portions of proposals and take into consideration past performance of previous awards and contracts with the Owner of any Offeror, or service provider in determining a final award(s), if any.

Evaluation Criteria and Weighted Values shall be worth ninety (90) %

- **Responsiveness of Submittal to the RFP (20) %**
The Offeror has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the RFP and all of its requirements, including all forms and substance.
- **Understanding of the Project and Objectives (20) %**
The Offeror's ability to demonstrate a thorough understanding of the City's goals for this specific Project.
- **Experience thirty (30) %**
Offeror's proven proficiency in the successful completion of similar projects. Offeror's ability to demonstrate appropriate skill levels, certifications, and all other skill sets necessary to provide Services.
- **Strategy & Implementation (20) %**
Offeror has provided a clear interpretation of the City's objectives regarding the required Services, 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 ten (10) %

- **Fees ten (10) %**
All fees associated with the Services are provided and are complete and comprehensive.

- 6.3. Shortlisting Offerors:** The City expects to follow the process below to shortlist proposals. The City reserves the right to modify this process if it is in the best interest of the City.
- All proposals will be reviewed for compliance with mandatory requirements as outlined in this RFP. Proposals deemed non-responsive will be eliminated from consideration. The Purchasing Agent may contact Offerors for clarification of its proposal.
 - Committee members will independently evaluate and score proposals and submit scores back to the Purchasing Agent. Scores will be entered into an Evaluation Matrix to assist in analyzing and prioritizing the responsive Proposals.
- 6.4. Negotiations:** The City may undertake negotiations with the top-rated Offeror(s) and will not negotiate with lower-rated Offeror(s) unless negotiations with higher-rated Offeror(s) have been unsuccessful and terminated.
- 6.5. Interview(s) and Tour(s):** The Owner retains the right to extend an invitation to the highest-rated Offeror(s) for in-person interview(s). Offeror(s) may be requested to deliver a presentation and facilitate a facility tour if deemed necessary for a comprehensive evaluation.

6.6. Award: Offeror(s) shall be ranked based on the criteria listed in Section 6.3. The City reserves the right to consider all of the information submitted and/or presentations, if required, in selecting the Project Firm.

Section 7.0. Solicitation Response Form

RFP-5346-24-KF “Professional Geotechnical Engineering Services”

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

The City 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 Proposal and therefore submits the proposal and schedule of fees and services attached hereto.

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

The undersigned Offeror accepts and agrees, in accordance with the *terms and conditions contained in this Request for Proposal*, that it is prepared, ready, and willing to perform and provide services as described in the attached Proposal if the same is accepted by the City.

The undersigned Offeror acknowledges the right of the City to reject any and all Proposal(s) submitted and to waive any informality(ies) and irregularity(ies) therein in the City’s sole discretion.

By submission of the Proposal, each Offeror certifies, and in the case of a joint Proposal each party thereto certifies as to its capability, that the Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to the Proposal with any other Offeror or with any competitor.

Prices in the Proposal have not knowingly been disclosed with another Offeror and will not be before award.

- Prices in the Proposal have been arrived at independently, without consultation, communication, or agreement to restrict competition.
- No attempt has been made nor will be to induce any other person or Firm to submit a proposal to restrict competition.
- The individual signing the Proposal certifies that it is a legal agent of the Firm, authorized to represent the Firm, and is legally responsible for the offer concerning 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 Firm acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____

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

Submit a letter signed by the entity Owner or a Statement of Authority delegating authority to act on behalf of the Offeror. Before executing a Contract, the Offeror is required to furnish a completed W-9 form.

Company Name – (Typed or Printed)

Authorized Agent, Title – (Typed or Printed)

Authorized Agent Signature

Telephone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date

The undersigned Offeror proposes to subcontract the following portion of Services:

<u>Name & address of Subcontractor (Name, City, State)</u>	<u>Description of Service(s) to be performed</u>	<u>Est. Value of Service(s)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Offeror acknowledges the right of the City to reject any and all Offers submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Proposal, each Offeror certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, that this Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Proposal with any other Offeror or with any competitor.