



**Request for Proposal
RFP-5484-24-DD**

Design Services for Juniata Dam Outlet Replacement

RESPONSES DUE:

August 28, 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 1.8.**

Purchasing Agent:

Dolly Daniels, Senior Buyer

dollyd@gjcity.org

970-256-4048

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

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

Appendices Click on Links In Section 4.4

- 1. Juniata Reservoir Red Lines**
- 2. Juniata Reservoir Engineer's Inspection Report**
- 3. Juniata Pipe Flowrates – Ayres Calculations**
- 4. Juniata LOX As Built Drawings**
- 5. Juniata Low Level Outlet File Review Memo**
- 6. Final Engineer Stamped Drawings Juniata Trash Racks**
- 7. Ayres Alternatives Review for Repair Options Memo**
- 8. 1978 Low Level Outlet Drawings (Armstrong Sheet)**

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 (RFP).
- 1.3. **Issuing Office:** This RFP is issued by the City of Grand Junction, Colorado (hereafter "City"). The Purchasing Agent responsible for this procurement is:

Dolly Daniels, Senior Buyer
dollyd@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, in cooperation with the Colorado Dam Safety SEO, is seeking proposals from Engineering Firms for Design services for the replacement of the Juniata Dam outlet structure as outlined in Section 4.2..
- 1.5. **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.
- 1.6. **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.
- 1.7. **Procurement Process:** The 2023 version of the City [Procurement Policy](#) applies to this Solicitation.
- 1.8. **Submission:** Please refer to section 5.0 of this Solicitation for the Preparation and Submittal Terms. Proposals must adhere to the formatting guidelines outlined in Section

5. Failure to comply with the specified format may result in proposals being deemed non-responsive. To participate in the solicitation opening, please use the provided information and link below:

Solicitation Opening Design Services for Juniata Dam Outlet Replacement

Aug 28, 2024, 2:00 – 2:30 PM (America/Denver)

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

<https://meet.goto.com/483114349>

You can also dial in using your phone.

Access Code: 483-114-349

United States: [+1 \(571\) 317-3122](tel:+15713173122)

Join from a video-conferencing room or system.

Meeting ID: 483-114-349

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

Or dial directly: 483114349@67.217.95.2 or 67.217.95.2##483114349

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

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

- 1.9. Public Disclosure:** Under the Colorado Open Records Act (CORA), all information (except for items designated as classified, confidential, or proprietary) within any bid or proposal is subject to public disclosure. Upon the issuance of an award and executed contract, both the solicitation file and the bid(s) or proposal(s) contained therein are subject to an [Open Records Request](#). In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.
- 1.10. Altering Proposals:** Any alteration(s) made before the opening date and time, must be initiated by the Offeror. Proposals may not be altered or amended after the submission deadline.
- 1.11. 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.
- 1.12. Acceptance of Proposal Content:** The Proposal selected by the Owner, if any, 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."
- 1.13. 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-jefferson>. An Offeror(s) must acknowledge receipt of all addenda in the proposal(s).
- 1.14. 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.

- 1.15. Confidential Material:** All materials submitted in response to this RFP will ultimately become public records 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 the confidential or proprietary information. Neither cost nor pricing information nor the entire proposal may be claimed as confidential or proprietary.
- 1.16. 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.
- 1.17. 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 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.
- 1.18. Taxes:** The Owner is exempt from State, County, and Municipal Taxes; and Federal Excise Tax. Therefore, all fees shall not include taxes.
- 1.19. Federal Taxpayer Identification Certificate (W-9):** Successful Offerors new to conducting business with the City must furnish a completed standard “Federal Taxpayer Identification Certificate (W-9)” before the Contract is executed. Additionally, the City reserves the right to request a current W-9 from established business relationships as necessary.
- 1.20. Public Opening:** The opening of the Proposal(s) shall be conducted publicly in a virtual meeting following the proposal deadline. Offerors, representatives, and interested

persons may be present. Proposals shall be received and acknowledged to maintain transparency in the process. As per the nature of an RFP, only the company name(s) and the 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 Services are 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. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of its employee(s) and all other person(s) performing any of the Services under the Contract.
- 2.4. 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 payment application, 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 under the Contract Documents. The Service(s) performed by the Firm shall follow the 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.

- 2.5. Changes in the Services:** The Owner, without invalidating the Contract, may order changes in the Services within the general scope of the Contract consisting of additions, deletions, or other revisions. All such changes in the Services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the Contract. 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.
- 2.6. 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.
- 2.7. Correction of Services:** All Services/Deliverables shall meet a standard comparable to the prevailing skill and expertise in the relevant market or industry. If any Services/Deliverables provided by the Firm are found by the Owner to be non-conforming to the terms of the Contract, the Firm shall promptly correct its work. The Firm shall bear all expenses associated with the correction of the rejected Services, including any additional Services required by the Owner as a result thereof, at no additional cost to the Owner.
- 2.8. 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.
- 2.9. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the Contract Administrator.
- 2.10. Assignment:** The Firm shall not sell, assign, transfer, or convey the Contract resulting from this RFP, in whole or in part, without prior written approval from the Owner.
- 2.11. 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.
- 2.12. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.
- 2.13. Confidentiality:** All information disclosed by the Owner to the Offeror 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.
- 2.14. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this RFP.

- 2.15. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by an Agency may be rejected in whole or in part when it is in the best interest of the City.
- 2.16. 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.
- 2.17. 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.
- 2.18. 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.
- 2.19. Employment Discrimination:** During the performance of any Services, the Firm agrees to:
- 2.19.1.** 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.
 - 2.19.2.** 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.
 - 2.19.3.** Notices, advertisements, and solicitations placed following federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- 2.20. 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.
- 2.21. 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.
- 2.22. 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 any and 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.

- 2.23. 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.
- 2.24. 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.
- 2.25. 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.
- 2.26. Independent Firm:** The Firm shall be legally considered an independent entity 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.
- 2.27. 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.
- 2.28. Patents/Copyrights:** The Firm agrees to indemnify and hold harmless the Owner from any claims, including but not limited to those related to patents, copyrights, trademarks, or any other form of intellectual property rights infringement. In no event shall the Owner be held liable to the Firm for any damages, awards, costs of defense, or other expenses arising from allegations of intellectual property infringement. Any agreement resulting from the response to this Solicitation shall be rendered null and void in the event of patent, copyright, or other intellectual property infringement. This includes but is not limited to the creation of derivative works based on the intellectual property of others.
- 2.29. 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.

- 2.30. 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.
- 2.31. Sovereign Immunity:** The Owner specifically reserves and asserts its rights under Colorado law and the cases applying and construing the same, including but not limited to the Colorado Governmental Immunity Act, 24-10-101 C.R.S *et seq.*
- 2.32. 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.
- 2.33. 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.
- 2.34. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Firm breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.
- 2.35. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or 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.
- 2.36. 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.
- 2.37. 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.
- 2.38. Definitions:**
- 2.38.1.** "City" or "Owner" is the City of Grand Junction, Colorado, and is referred to throughout the Contract Documents.

- 2.38.2. “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).
 - 2.38.3. “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output produced by the Consultant as part of the Service(s). All deliverables must comply with the Americans with Disabilities Act (ADA) and HB21-1110, which mandates adherence 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 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.
 - 2.38.4. “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.
 - 2.38.5. “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.
 - 2.38.6. “Project” or “Work” refers to the endeavor outlined in this solicitation to create the product, service, or deliverable.
 - 2.38.7. “Services” includes all labor, materials, equipment, and/or professional skills necessary to produce the Work and meet the requirements of the Contract Documents.
 - 2.38.8. “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.
- 2.39. **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 under 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

ONE MILLION DOLLARS (\$1,000,000) 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 contain a severability of interest 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) 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.

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

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

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

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.

3.2. Additional Insured Endorsement: The policies required by paragraphs (b), (c), and (e) 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: Scope of Services

4.1. Background/General: The City of Grand Junction owns and operates Juniata Reservoir, DAMID 420128. Juniata Reservoir is located in Mesa County, Colorado, Water Division 4 in section 31 of Township 12 South, Range 98 West of the 6th Principal Meridian, 38.967457° latitude, -108.285497° longitude. The reservoir has been enlarged twice, with this final enlargement being completed in 1979.

The crest elevation of the reservoir site is approximately 5,760 feet AMSL. The structural height of the dam is 98-ft with a normal storage capacity of 7,281 acre-feet of water behind an earthen embankment. The reservoir serves as the City's terminal reservoir and primary water storage for domestic use.

The Juniata Reservoir is classified as a high hazard jurisdictional dam as defined by Colorado Dam Safety of the Division of Water Resources. Currently, the dam is rated as "Satisfactory" and has no storage restriction. The dam has a concrete emergency spillway structure located on the north side of the embankment (right end of dam) that discharges into an earth-lined open channel. The spillway width is 30 feet and has a capacity of 1000 cfs. Juniata Reservoir is an off-channel reservoir that is filled with water diverted from Kannah Creek as well as the North Fork of Kannah Creek, both water sources are piped to the reservoir. Juniata Reservoir is typically at full capacity by April 1st in a normal precipitation year. Summer demands typically cause the reservoir storage to drop to around 5200 af by October 1st.

Second Enlargement (Current) Design Specifications: Based on Armstrong Engineers' 1978 construction drawings, which are included within, the reservoir's outlet works is controlled by two 12" hydraulically operated gate valves. These two gate valves were replaced in 2021 along with a new trash rack and the hydraulic lines operating the valves. Each valve is attached to a 12" I.D. ductile iron pipe within the trash-rack structure with 2½" air vent pipes at each valve. Both 12" ductile iron pipes join together into one 24" I.D. RCCP outlet pipe joined together by a 24" x 12" x 12" ductile iron wye.

Juniata Reservoir has a mid-level and low-level outlet; according to the 1978 drawings, they are identical. The air vent pipes run under the riprap base course to the crest of the dam and daylight at the valve control house, which is located on the crest of the dam

Summary of Historical Construction Efforts: (entire Memo from SEO included in Attachments)

The dam was constructed circa 1940 and subsequently enlarged in 1954 and 1978. Additional construction affecting the outlet occurred in 1987, followed by minor projects in 2002, 2019 and 2021. The low level outlet is known to be a bifurcated system, equipped with two identical upstream gates.

Recent attempts to inspect the low level outlet have revealed a leak into the conduit, prohibiting rover entry and meaningful video capture. The source of the leak is unknown but it is posited to be originating from the upstream end.

Below is a summary of construction efforts as they pertain to the low level outlet:

1. **1940** original construction (no C#, no construction documents) – low level outlet comprised of 10-inch dia. VCP
2. **1954** first raise (C-0661) – VCP plugged, abandoned, and replaced with 24-inch dia. CMP (asbestos bonded). The plans show the control house at the downstream toe.
3. **1978** second raise (C-0661A) – pipe was lined with cement mortar (reducing ID to 22-inch) and extended on upstream and downstream ends with 24-inch dia. bell and spigot RCP. Control moves to the crest.
4. **1986** internal inspection – conducted by City of Grand Junction revealed cracking and deterioration of upstream extension, resulting in a recommendation to slipline the pipe with steel or HDPE
5. **1987** North Fork diversion and outlet lining (C-0661B, completion report only addresses diversion, as-constructed plans show lining) – low and mid-level outlets are lined with HDPE. Existing concrete intake structure to remain in place
6. **1990** correspondence discusses known leak from the low level outlet and leakage from the hydraulic system that controls the low level gates. Installing a butterfly valve on the downstream end is proposed, acknowledging the measure as being temporary until the upstream issues can be investigated further and addressed.
7. **2002** bypass and outlet reconfiguration above stilling basin(C-0661C) – work is performed primarily on the downstream end and/or specific to the mid-level outlet
8. **2019** new trash rack installed under [2007] Rule 12 (Maintenance)
9. **2021** outlet valves replaced under [2020] Rule 11 (Maintenance) with 12-inch VSI Waterworks gates equipped with hydraulic actuators – divers observe valves open & close.
10. **2022** although unrelated to any construction on the dam itself, a liquid oxygen diffuser (LOX) system was installed at the deepest portions of the reservoir during the summer of 2022 and this infrastructure must be protected during construction.

Recent Investigative Activity: Outlet valves were replaced in 2021 with the intent to stem the leakage into the outlet conduit and allow for a video inspection. This ultimately proved to not be the solution. A team of divers were then retained to verify that valves were installed correctly and to further investigate the source of the leak. Testing done during January, 2023, suggested the airvent(s) may be the source as air bubbles were noted out in the reservoir after closing the downstream butterfly valve after a dive. To test this hypothesis, the airvent penetrations into the outlet conduit were later plugged and a blind flange with a vent run to the surface was installed. While the airvent pipes were proven to have several holes, too much water was still running out of the outlet pipe to allow for a video inspection, even with the airvent penetrations plugged. Finally, the source of the leak was identified as coming from the left wye in the first 8 feet of pipe after utilizing the airvent as a camera port for a push camera.

During the Spring of 2024, the City retained an Engineering Firm to conduct an Alternatives Review for Repair Options (attached) and using this information, the City has decided the

best course of action is to drain Juniata Reservoir and make the necessary repairs to this outlet structure on all portions of the conduit that are upstream of the HDPE liner.

4.2. Scope of Services: The City of Grand Junction, in cooperation with the Colorado Dam Safety SEO, is seeking proposals from Engineering Firms for Design services for the replacement of the Juniata Dam outlet structure. The following task elements are:

- 1) Completion of demolition, design and construction drawings for the following:
 - a. Demolition of existing concrete structure, outlet valves, 12" 45 degree elbows immediately downstream of the headwall, and the 24' x 12" x 12" wye at both the mid-level and low-level outlet.
 - b. Design new upstream trash rack, outlet works, valving, air vents, and piping so as to eliminate the portion of the low-level outlet piping identified as having a leak.
 - c. Provide a design for the mid-level outlet piping to replace in a similar configuration as the low-level outlet.
 - d. Develop an Engineer's Opinion of Probable Cost (OPC)
 - e. Stormwater Management Plan

- 2) Complete design requirements in support of the following desired changes:

The City desires to change the configuration of the outlet piping on the upstream side of the dam by removing the two 12" hydraulically operated gate valves and the dual 12" pipes, and replacing this dual pipe configuration with one steel pipe and install a new manually operated outlet valve. New pipe should be sized so as to not diminish the current modelled flow capacity (attached) of the 14.7" ID low-level outlet pipe. The City desires to utilize the existing trash rack and new hydraulic lines operating the gate valves, on the low level, if possible. Consultant will be required to evaluate the compatibility of this infrastructure with the new design elements.

As a result, the City of Grand Junction is requesting proposals from qualified applicants to complete design, specifications, and permitting requirements for construction in 2027.

Consultant Responsibilities: The scope of work shall include the following:

Task 1 – Complete design requirements for the following:

- a. Demolition of existing concrete structure, outlet valves, 12" 45 degree elbows immediately downstream of the headwall, and the 24' x 12" x 12" wye at both the mid and low-level outlets.
- b. Design new upstream trash rack, outlet works, valving, air vents, and piping so as to eliminate the portion of the outlet piping identified as having a leak on the low-level. Provide a design for replacement of the mid-level outlet that is consistent with that of the low-level.
- c. Develop an Engineer's Opinion of Probable Cost (OPC)
- d. Stormwater Management Plan.

- e. Assist with reviewing results of the mid-level outlet pip inspection conducted after drawdown to determine if any additional rehabilitation is necessary.
- Provide budgetary construction cost estimates at the 30% and 90% complete stages.
- Assist with planning anticipated drawdown and provide anticipated construction schedule.

Task Two: Construction Phase Services

Bidding Phase: After Completion of the plans, the City will bid the project out, however the consultant shall be available for technical questions and provide to the City appropriate addenda. Consultant shall participate in the pre-bid meeting (if required), however presence at the bid opening is not required.

Construction Phase: Firm shall provide construction management support and inspection services for the construction phase of the project. Additionally, consultant shall develop a fill plan in accordance with the SEO's guidelines as well as be responsible for submitting the Engineer's Final Completion Report to the SEO.

4.3. Special Conditions & Provisions:

- 4.3.1. Price/Fees:** Pricing shall be established as all-inclusive, encompassing all aspects of the project as outlined in the solicitation. This includes but is not limited to labor, materials, equipment, travel, design, drawings, engineering work, shipping/freight, licenses, permits, fees, etc., and any other expenses necessary for the successful completion of the project.

The Consultant/Firm is required to submit a **not-to-exceed** cost utilizing the attached form in Section 7.0., Solicitation Response Form. Additionally, a comprehensive breakdown of costs and rate sheets applicable to providing services for the Project must be included.

The Owner shall not incur or be responsible for any additional costs beyond those outlined in the proposal, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

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

- 4.3.2 Laws, Codes, Rules, and Regulations:** All designs shall be in accordance with applicable State and Federal regulations, accepted standard practices, and the State of Colorado's Rules and Regulations for Dam Safety and Dam Construction (latest version).

Consultant is responsible for identifying, contacting and acquiring all necessary U.S. Army Corps, U.S. Forest Service, and State Engineer's Office permits as determined for the scope of dam improvements.

Consultant is responsible for any and all wetlands boundary survey reports necessary for the U.S. Army Corp Wetlands delineation mapping.

4.3.3. 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 before 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.

4.3.4 Project Schedule: Offeror shall include a project schedule, delineating the calendar of events proposed to meet the anticipated completion date of January 31, 2025

4.3.5 Time of Completion: Completion of the Project shall be no later than January 31, 2025.

4.3.6. Project Manager/Administrator: Will promptly make decisions concerning services or work proposed or carried out by the Firm within the defined scope. The Project Manager holds the responsibility for approving and accepting all services and work performed under the Contract. Throughout the Contract period, all notices, letters, submittals, and other communications intended for the City should be directed to:

City of Grand Junction
Mark Ritterbush, Water Services Manager - Utilities
333 West Ave. Bldg E
Grand Junction, CO 81501

4.3.7. Contract Administrator: The designated Contract Administrator for the City is Duane Hoff, Jr., CPPB. Any inquiries, issues, change orders, amendments, or communications about the contract throughout the project phase should be directed to:

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

4.4. Attachments – Click on Links

[Juniata Reservoir Red Lines](#)

[Juniata Reservoir Engineer Inspection Report](#)

[Juniata Pipe Flowrates - Ayres Inspection Report](#)

[Juniata LOX As Built Drawings](#)

[Juniata Low Level Outlet File Review Memo](#)

[Final Engineer Stamped Drawings Juniata Trash Racks](#)

[Ayres Alternatives Review for Repair Options Memo](#)

[1978 Low Level Outlet Drawings - Armstrong Sheet](#)

4.5. RFP Tentative Time Schedule:

- | | |
|--|------------------------------------|
| • Request for Proposal available | August 6, 2024 |
| • Inquiry deadline, no questions after this date | August 16, 2024 |
| • Final Addendum Posted | August 20, 2024 |
| • Submittal deadline for proposals | August 28, 2024 prior to 2:00 p.m. |
| • Owner evaluation of proposals | August 29 – Sept 4, 2024 |
| • Interviews, <i>if required</i> | September 13, 2024 |
| • Final Selection | September 16, 2024 |
| • Contract execution | September 18, 2024 |
| • Project Completion | January 31, 2025 |

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 BidNet Direct Rocky Mountain E-Purchasing System website link: (<https://www.bidnetdirect.com/colorado/city-of-grand-jefferson>). 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**).

To ensure accurate comparison and evaluation, proposals must adhere to the format outlined in Section 5.0 “Preparation and Submittal of Proposals.” The uploaded response to this RFP must be a single PDF document containing all necessary information. Offerors must demonstrate interest in this Project, highlight relevant experience, and address its capability to fulfill the Scope of Service(s) stated herein. Proposals must follow the specified formatting from **A** to **G** as required by the Owner for proper comparison and evaluation:

- 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/Capacity:** Offerors must present its qualifications, relevant experience, credentials, and the Firm’s capacity for consideration as a City contract provider. The proposal should feature resumes of Key Personnel, highlighting qualifications, experience, and office locations. Emphasis should be placed on a proven track record in managing similar projects, meeting deadlines, and adhering to budgetary constraints. The project team's ability to provide highly experienced and qualified key personnel to effectively address the demands of the project.
- 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 the objectives of this RFP. 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 accomplished. Specifically, a detailed project approach, timeline, and budget. describe program evaluation activities and how those will be used to address partner goals around carshare and equity. Additionally, include a **schedule** for completion of the Offeror’s implementation for the **Project** and an estimate of time commitments from the Owner personnel.

- D. References:** Provide a minimum of three (3) references capable of attesting to the Firm's experience in relevant projects similar scope and size outlined in 4.2. Scope of Services. Each reference should include a summary of the project completed, including the client's name, address, point of contact person, telephone number, and email address. Additionally, include the assigned Key Personnel and its role in the project, project dates, a detailed project description, the original project budget, the final project cost, an explanation of variation from the original budget to the final project cost, *etc.*
- E. Solicitation Response Form:** The Offeror shall complete and submit the attached Solicitation Response Form with its Proposal.
- F. Fee Proposal:** Provide the fee proposal, as stated in Section 4.3.1. Pricing, using the Solicitation Response Form found in Section 7.0.
- G. Additional Data (optional):** Furnish any additional pertinent information that is directly related to the qualifications and capabilities of the Consultant/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.
- 6.3. 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 ten (10) %**
Evaluation of how well the proposal addresses and conforms to all aspects of the RFP, including completeness, accuracy, and adherence to preparation and submittal instructions.
- **Understanding of the Project and Objectives twenty (30) %**
Assessment of the Offeror's demonstrated understanding of the City's specific goals and objectives for the project, including its ability to articulate how its proposed approach aligns with the objectives.
- **Qualifications, Experience, and Capability thirty (30) %**
Evaluation of the Offeror's past performance and expertise in completing similar projects, including relevant certifications, qualifications, and skill sets as outlined in Section 5.0.
- **Strategy & Implementation twenty (20) %**
The 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) %**

- 6.4. Shortlist 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.

6.5. Negotiations: The City reserves the right to negotiate with the highest-rated Offeror(s) and will not engage in negotiations with lower-rated Offeror(s) unless negotiations with higher-rated Offeror(s) have been unsuccessful and are subsequently terminated. The selected Agency may submit revisions to its proposal, including but not limited to adjustments to price, best and final offer, and technical aspects, because of negotiations, if deemed in the best interest of the City.

6.6. Interview(s): The Owner reserves the right to invite the highest ranked Offeror(s) to participate in a virtual, or in-person interview(s) if needed. Shortlisted Offeror(s) will be notified of the interview process, including format, duration, and location, following the RFP shortlist selection process.

6.7. 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 Consultant/Firm.

Section 7.0. Solicitation Response Form

RFP-5484-24-DD “Design Services for Juniata Dam Outlet Replacement”

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

1) **Total Cost for Services as Described, Not-to-Exceed:** \$ _____

Total Not-to-Exceed Cost Written:

_____ **dollars.**

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 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, under 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 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 provider 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 Consultant to submit a proposal to restrict competition.
- The person(s) signing the Proposal certifies that it is a legal agent of the Consultant/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.

Please provide 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 must also furnish a current completed W-9 form.

Company Name – (Typed or Printed)

Authorized Agent, Title – (Typed or Printed)

Authorized Agent Signature

Telephone Number

Address of Offeror

Email 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.