



Town of Bennett

207 MUEGGE WAY
BENNETT, COLORADO
80102-7806
(303) 644-3249
(303) 644-4125 – FAX

REQUEST FOR PROPOSALS COVER SHEET

Date: Monday, November 29, 2021

Proposal Number: 21-015

Proposal / Bid Title: **Water Reclamation & Resource Recovery Facility Expansion**

Proposals Will Be Received Until: Tuesday December 21, 2021, 4:00 p.m., MST
Town Hall, 207 Muegge Way, Bennett, CO 80102-7806

Goods or Services to Be Delivered to or Performed At: Wastewater Treatment Facility
805 4th Street

For Additional Information Please Contact: Daymon K. Johnson
(303) 644-3249 Ext. 1005
djohnson@bennett.co.us

Documents Included in This Package: Request for Proposals Cover Sheet
Invitation for Consultant Services
Key Event Schedule
Notice to Consultants
Special Terms and Conditions
Preparation Instruction for Consultants
Agreement for Services
Substitute Form W-9

If any of the documents listed above are missing from this package, they may be picked up at Town Hall, 207 Muegge Way, Bennett, Colorado. If you require additional information, call Daymon Johnson at (303) 644-3249.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the contractor in accordance with any terms and conditions set forth in this document, and (4) the contractor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____

Address: _____ City/State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone: _____

Authorized Representative's Signature: _____ Phone: _____

Printed Name: _____ Title: _____ Date: _____
Email Address: _____



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REQUEST FOR PROPOSALS GENERAL TERMS AND CONDITIONS

I APPLICABILITY

The Town of Bennett (“Town”) desires to solicit proposals from interested firms or persons to Provide design & construction phase assistance for the forthcoming Water Reclamation & Resource Recovery Facility Expansion. This document sets forth general information and requirements for persons and firms (“Contractors”) interested in submitting “Proposals” in response to this Request for Proposals (“Solicitation”).

II CONTENTS OF PROPOSAL

A GENERAL CONDITIONS. Contractors are required to submit their Proposals in accordance with the following express conditions:

- 1 Contractors shall make all investigations necessary to thoroughly inform themselves regarding the conditions of Town of Bennett Community Center Facility. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the town or the compensation to the Contractor.
- 2 Contractors are advised that all Town contracts are subject to all legal requirements contained in the Town’s Purchasing Policies and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
- 3 All Proposals and other materials submitted in response to this Solicitation shall become the property of the Town upon receipt and will not be returned to the Contractor. Selection or rejection will not affect this right. Information that is considered proprietary should be clearly marked as such and will be handled in accordance with applicable federal and state laws. Neither cost information nor any response in total will be considered proprietary, and Contractors should assume that all portions of their response other than proprietary information will be public records.
- 4 The provisions herein are solely for the fiscal responsibility of the Town and confer no rights, duties or entitlements to Contractors.
- 5 This Solicitation is not an offer to contract.

B CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

- 1 Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the technical specifications outlined in this Solicitation, the technical specifications then the Special Terms and Conditions will prevail.

- 2 If any Contractor contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Contractor must submit a **written request** for clarification to the Town at 207 Muegge Way, Bennett, CO 80102. The Contractor submitting the request shall be responsible for ensuring that the request is received by the Town at least five calendar days prior to the scheduled deadline for submission of Proposals.

Any official interpretation of this Solicitation must be made by an agent of the Town who is authorized to act on behalf of the Town. The Town shall not be responsible for interpretations offered by employees of the Town who are not agents of the Town.

The Town shall issue a written addendum if substantial changes which impact the technical submission of Proposals are required. A copy of such addenda will be mailed or distributed via facsimile transmission to each Contractor receiving the Solicitation. The Contractor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Proposal. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C PRICES CONTAINED IN PROPOSAL – DISCOUNTS, TAXES, COLLUSION

- 1 Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making the award. Contractors are encouraged to provide their prompt payment terms in the space provided on the Solicitation's Specification and Pricing Form. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the Town receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.
- 2 Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the Town is exempt from payment of such taxes. Town tax identification numbers will be made available to the selected contractor.
- 3 The Contractor, by affixing its signature to this Solicitation, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the Town. The Contractor also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the Town's public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

III PREPARATION AND SUBMISSION OF PROPOSAL

A PREPARATION

- 1 The Proposal must be typed. All corrections made by the Contractor must be initialed **in blue ink** by the authorized agent of the Contractor.
- 2 Proposals must contain, **in blue ink**, a manual signature of an authorized agent of the Contractor in the space provided on the Solicitation cover page. **The original cover page of this Solicitation must be included in all Proposals. If the Contractor's authorized agent fails to sign and return the original cover page of the Solicitation, its Proposal may be invalid and may not be considered.**

- 3 Unit prices shall be provided by the Contractor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested**. Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 4 The accuracy of the Proposal is the sole responsibility of the Contractor. No changes in the Proposal shall be allowed after the date and time that the Offers are due. Changes made to the Proposal prior to the date and time that the Offers are due shall be made in accordance with Provision IV(A) of this document.

B SUBMISSION

- 1 The Proposal shall be sealed in an envelope with the Contractor's name and the solicitation number on the outside. The Town's Specification and Pricing form, which is attached to this Solicitation, must be used when the Contractor is submitting its Proposal. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the Town. No other form shall be accepted.)
- 2 Proposals submitted via facsimile machines will not be accepted.
- 3 Contractors, which qualify their Proposals by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Proposals. The Town reserves the right to declare Contractors' Proposals as non-responsive if any of these alternate terms and conditions are in conflict with the Town's terms and conditions, or if they are not in the best interests of the Town.

An ORIGINAL and THREE (3) copies of each Proposal must be received before the due date and time as specified in this Proposal. Failure to submit the required number of copies may deem the Contractor non-responsive. The Contractor is responsible for addressing the envelope as indicated below. Address the envelope as follows:

Town of Bennett
207 Muegge Way
Bennett, CO 80102

ATTN: Daymon K. Johnson
Title: Director of Capital Projects
RFP: 21-015

- C LATE PROPOSALS. Proposals received after December 21, 2021, 4:00 p.m., MST shall be considered non-responsive and will be returned unopened to the Contractor.

IV MODIFICATION OR WITHDRAWAL OF PROPOSALS

- A **MODIFICATIONS TO PROPOSALS.** Proposals may only be modified in the form of a written notice on company letterhead and must be received prior to December 21, 2021, 4:00 p.m., MST. Each permissible modification submitted to the Town must have the Contractor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the Town will be considered the valid modification.

B WITHDRAWAL OF PROPOSALS

- 1 Proposals may be withdrawn prior to December 21, 2021, 4:00 p.m., MST. Such requests must be made in writing on company letterhead.
- 2 Proposals may not be withdrawn after December 21, 2021, 4:00 p.m., MST for a period of ninety (90) calendar days. If a Proposal is withdrawn by the Contractor during this ninety-day period, the Town may, at its option, suspend the Contractor from the Bidder list and may not accept any Proposal from the Contractor for a six-month period following the withdrawal.

V REJECTION OF PROPOSALS

A REJECTION OF PROPOSALS. The Town may, at its sole and absolute discretion:

- 1 Accept or Reject any and all, or parts of any or all, Proposals submitted by prospective Contractors;
- 2 Re-advertise this Solicitation;
- 3 Postpone or cancel the process;
- 4 Waive any irregularities in the Proposals received in conjunction with this Solicitation; and/or
- 5 Determine the criteria and process whereby Proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the Town.

B REJECTION OF A PARTICULAR PROPOSAL. Examples of the reasons for which the Town may reject a Proposal, include, but are not limited to the following:

- 1 The Contractor misstates or conceals any material fact in its Proposal;
- 2 The Contractor's Proposal does not strictly conform to the law or the requirements of the Solicitation;
- 3 The Proposal expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions;
- 4 The Proposal does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Proposal in conjunction with the Solicitation's Special Terms and Conditions and/or technical specifications; or
- 5 The Proposal has not been executed by the Contractor through an authorized signature on the Specification's Cover Sheet.

C ELIMINATION FROM CONSIDERATION

- 1 A Proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the Town upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the Town.
- 2 A Proposal may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the Town, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

VI AWARD OF SOLICITATION

The Town shall award the Solicitation to the successful Contractor through the issuance of a Notice of Award. The General Terms and Conditions, the Special Terms and Conditions, any technical specifications, the Proposal, and the Purchase Order or Notice of Award are collectively an integral part of any agreement between the Town and the successful Contractor. Accordingly, these documents shall be incorporated into a separate contract for services. No services shall be provided until the contract for services has been signed by the Town and no products shall be provided until the Purchase Order has been signed by the Contractor.

VII INSURANCE REQUIREMENTS UPON AWARD OF CONTRACT

- A Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to secure liability insurance or by reason of its failure to secure insurance in sufficient amounts of sufficient durations, or sufficient types to cover such liability.
- 1 Consultant shall at its own expense be required to keep in full force and effect during the term of this Agreement automobile liability and physical damage insurance for any vehicle used in performing services for the Town, in amounts not less than prescribed by the laws of the State of Colorado (currently \$25,000 per person/\$50,000 per accident bodily injury and \$15,000 per accident property damage).
 - 2 Consultant's automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. Consultant shall be solely responsible for any deductible losses under the required policies.
 - 3 Certificates of insurance shall be provided by Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- B The policies required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.
- C The Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to name the Town, and its elected officials, officers, employees and agents as additional insureds. When Worker's Compensation and Professional Liability are required a certificate should be provided as evidence of such coverage. The policies shall provide that the Town will receive notice no less than 30 days prior to cancellation, termination or a material change to the policies.
- D The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

- E Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which Town may immediately terminate this Agreement, or at its discretion, Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Town shall be repaid by Contractor to Town upon demand, or Town may offset the cost of the premiums against any monies due to Contractor from Town.
- F The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G INSURANCE CERTIFICATES

- 1 The Contractor shall, prior to commencing services, deliver to the Town Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.
- 2 These certificates will serve as an indication to the Town that the Contractor has acquired all necessary insurance; however, the Town may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.
- 3 Insurance limits must be on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by Town prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.
- 4 Worker's Compensation Insurance. Consultant shall at its own expense keep in full force and effect during the term of this Agreement Statutory Worker's Compensation Insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance under this contract. Evidence of qualified exemption or self-insured status may be substituted

VIII ADDITIONAL CONTRACTUAL OBLIGATIONS

Contracts executed pursuant to this Proposal will include, but not be limited to the following provisions:

- A LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS. Successful Contractors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).
- B DISPOSITION. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of the Town.
- C EMPLOYEES. All employees of the Contractor shall be considered to be, at all times, employees of the Contractor, under its sole direction, and not an employee or agent of the Town. The Town may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on Town property is not in the best interest of the Town. In accordance with the Town's policy regarding the use of tobacco products, no employee of the Contractor shall be permitted to use tobacco products when performing work on Town property.

- D **DELIVERY.** Prices, quotes and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation's Special Terms and Conditions. Title and risk of loss shall pass to the Town upon inspection and acceptance by the Town at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Contractor defaults on its contract or the contract is terminated for cause due to performance, the Town reserves the right to re-procure the materials or services from the next lowest Contractor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the Town shall charge the Contractor any difference between the Contractor's price and the price to be paid to the next lowest Contractor, as well as any costs associated with the re-solicitation effort
- E **MATERIAL PRICED INCORRECTLY.** As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the Town discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- F **INDEMNIFICATION.** Contracts executed pursuant to this Proposal will require the selected contractor to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the contractor's performance of the contract, if such injury, loss, or damage, or any portion thereof, is caused by, or claims to be caused by, the negligent act, omission, or other fault of the consultant or any subcontractor of the consultant, or any officer, employee, or agent of the consultant or any subcontractor, or any person for whom the consultant is responsible. The contract shall include provisions for the consultant to defend against such claims.
- G **TERMINATION FOR CONVENIENCE.** The Contract shall provide that the Town may cancel the contract upon thirty days written notice for reason other than cause. This may include the Town's inability to continue with the contract due to the elimination or reduction of funding.
- H **BONDS.** For any contract exceeding \$50,000, the Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations. The bonds will be required to remain in effect at least until one year after the date of final payment. All bonds shall be in forms acceptable to the Town and executed by such sureties licensed to conduct business in Colorado that are acceptable to the Town.



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REQUEST FOR PROPOSALS SPECIAL TERMS AND CONDITIONS

SCHEDULE OF ACTIVITIES: The following activities and dates are just a tentative outline of the process to be used to solicit Contractor responses and to evaluate each Proposal.

November 29, 2021	Issue Request for Proposal
December 8, 2021	Bidder Questions to Town Due
December 15, 2021	Answers to all Bidder Questions Due
December 21, 2021	Proposal Submittal Deadline
December 21, 2021	Bid Opening – NOT PUBLIC
December 27, 2021 – December 28, 2021	Interviews of Selected Firm(s)
December 29, 2021	Notice of Intent to Award
January 11, 2022	Board Presentation & Acceptance
January 13, 2022	Award Contract

PURPOSE: For the expansion of the Water Reclamation & Resource Recovery Facility Expansion.

COMPETENCY OF CONTRACTORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Contractor's facility may be made prior to award of contract. Responses will only be considered from Contractors which have been engaged in the business of performing services as described in this Solicitation for a minimum period of five (5) years prior to the date of this Solicitation. The Contractors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town. The Town reserves the right, before awarding the contract, to require a Contractor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Contractor, including past performance and experience with the Town) in making the award in the best interests of the Town.

QUALIFICATIONS OF CONTRACTOR: The Town may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the Town requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The Town reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Town that such Contractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

NON-APPROPRIATION: Pursuant to C.R.S. § 29-1-110, as amended, financial obligations of the Town after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and

otherwise available. Any contract entered with respect to this project will provide that it is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The Town shall give the Contractor written notice of such non-appropriation.

MATERIAL PRICED INCORRECTLY: As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the Town discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

METHOD OF AWARD - SINGLE PRODUCT: Award of this contract will be made to the lowest responsive, responsible Contractor whose Proposal will be most advantageous to the Town, subject to the Town's right to reject all Proposals. In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including the following:

- The Contractor's ability, capacity and skill to perform within the specified time limits;
- The Contractor's experience, reputation, efficiency, judgment, and integrity;
- The quality, availability, and adaptability of the supplies or materials proposed;
- Contractor's past performance;
- Sufficiency of Contractor's financial resources to fulfill the contract;
- Contractor's ability to provide future maintenance and/or service;
- Other applicable factors as the Town determines necessary or appropriate in its discretion..

EQUAL OPPORTUNITY: The Town of Bennett intends and expects that the contracting processes of the Town and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the Town as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract. **Joint ventures are encouraged.** The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the Town upon the Town's request.

ADDENDUMS: Contractor is responsible for obtaining and acknowledging all subsequent addendums. Failure to submit subsequent addendum(s) shall deem the Contractor non-responsive.

COSTS INCURRED BY PROPOSER: Costs for developing a response to the Proposal, interviews, and contract negotiations are entirely the obligation of the Contractor and shall not be charged in any manner to the Town.

REQUEST FOR CLARIFICATIONS. The Town reserves the right to require clarification or further information with respect to any Proposal received, and to determine the final terms of any contract for services.



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REQUEST FOR PROPOSALS SPECIFICATIONS

SCOPE OF WORK

1.1 – Existing Facility Expansion

The intent of this solicitation is to find interested firms for the designing and engineering the Water Reclamation & Resource Recovery Plant Expansion. The Town currently owns and operates a Water Resource and Recovery Facility (WRRF). It was upgraded in 2017 to a rated capacity of 0.4 mgd and utilizes a sequencing batch reactor (SBR) for secondary treatment. The treated effluent can be discharged to an Unnamed Tributary to Lost Creek under the current Discharge Permit (COG589069).

In addition, the treated effluent meets Regulation 84 Category 1 standards for recycled water use. Presently, the recycled water is used for construction water and could be land applied for “restricted” irrigation. The existing WRRF site, process flow diagram, and features can be viewed in Attachment B.

The current WRRF site is approximately 13 acres and has a perimeter fence. The WRRF also contains the influent lift station, primary screening building, generator, office, lab, and the effluent storage lagoon.

The scope will include, but will not be limited to:

1.2 – Project Purpose

The Town's service area continues to experience growth, with a substantial amount of development expected over the next 10 years. In addition, the Town desires to maximize recycled water use to offset current and future demands, which could stress the drinking water supply and system.

Due to the current Category 1 effluent water quality, the Town is limited on how it can use the recycled water. The Town would like to consider a WRRF that produces higher quality effluent that can, at minimum, meet Category 2 standards.

The Town is aware that the time and planning required to permit, design, bid, and construct a WRRF expansion will take approximately two years. As a result, the Town desires to engage a qualified consulting engineer to guide the Town through the process of selecting a finished water quality, sizing the new hydraulic capacity, and permitting and designing the WRRF expansion.

2.1 – Expansion Requirements

For the purposes of establishing a uniform criteria from which all prospective bidders can base their proposals, the Town is establishing the following criteria for the permitting and design scope of the project:

- Expansion hydraulic capacity:
 - 0.4 mgd (increase to a total of 0.8 mgd)
- Regulation 84 effluent water quality:
 - Category 2
- Surface discharge effluent water quality:
 - per the current Discharge Permit
- Additional WRRF features:
 - SCADA system
 - Security System
- Other limitations and instructions:
 - The consultant is NOT required to select an SBR for secondary process of the WRRF expansion. The expansion must be within the current WRRF property. The consultant should assume the project delivery will be a design-bid-build format. Construction phase services are not a part of this RFP.

The consultant shall base its Proposal on a treatment process that meets the required effluent water quality, but will use its best judgement to determine the specific processes of the final design. The Town will consider the anticipated cost (CAPEX and OPEX) of the treatment process chosen by the consultant.

2.2 – Experience & Approach

2.2.1 – Recycled Water Experience

The consultant shall provide its experience with recycled water treatment and permitting. Experience with Regulation 84 in Colorado is preferred, but national experience with similar projects will be considered.

While the criteria in Section 2.1 is specific to Category 2, the consultant shall provide experience with Category 3, 3+, and potable reuse. The Town is interested in exploring higher levels of recycled water and the consultant will need to be able to guide the Town through the process of understanding the additional CAPEX, OPEX, and overall complexity of owning and operating a WRRF that treats to a higher effluent quality.

2.2.2 – Wastewater Treatment Experience

The consultant shall provide its experience with overall wastewater treatment and permitting. The consultant shall summarize its experience with permitting, designing, and construction of facilities of similar size and discharge requirements.

The consultant should demonstrate knowledge with evaluating hydraulic capacities, expanding facilities while maintaining operation of existing systems, permitting with CDPHE, project delivery methods, and construction services.

2.2.3 – Hydraulic Capacity & Treatment Process Selection

Section 2.1 identifies a 0.4 mgd expansion. The consultant shall describe the method for determining the expansion's hydraulic capacity. The Town is considering higher levels of recycled water up to Category 3+ and would also like to explore the viability of potable reuse. The consultant shall describe the strategy for determining final recycled water effluent quality.

2.2.4 – Permitting Strategy

The Town is concerned with the potential constituents that may be included in future Discharge Permits. Those constituents include selenium, TDS, PFAS, nutrients (in particular phosphorus), amongst others. The consultant shall include a discussion on how it will determine items of concern for the Discharge Permit and how those concerns will impact the proposed treatment process selection.

2.3 – Proposal Scope & Fees

2.3.1 – Phase #1A – Evaluate Hydraulic Capacity & Recycled Water Categories

The consultant shall provide a fee for working with the Town to determine the optimal hydraulic capacity and recycled water effluent quality for the WRRF expansion. This phase should include reviewing existing documents, discussions with CDPHE, and progress meetings with the Town. The scope should include the following tasks:

1. Bi-weekly progress meetings for a period of 3 months
2. One presentation to the Town Board.
3. Review growth patterns, growth projections, wastewater influent data, wastewater design criteria, irrigation demands, and construction water demands. Develop 5-year, 10-year, and 20-year hydraulic loading estimates and required WRRF capacities to serve the expected influent flows.
4. Prepare a preliminary technical memorandum summarizing the influent flow analysis and recommended expansion size. Conduct a Workshop with the Town for review and comment.
5. Prepare a preliminary summary of the Regulation 84 Categories (2, 3, 3+) and proposed DPR Regulation. The summary should include the required treatment processes, allowed

uses, preliminary cost opinions for the WRRF expansion, and an advantages/disadvantages comparison.

6. Conduct a Workshop with the Town to obtain comment and feedback. After the Workshop, the Town will identify two Regulation 84 Categories (or potable reuse) for the consultant to explore further.
7. Prepare a preliminary technical memorandum summarizing the benefits of each recycled water use, cost impacts, operational considerations, regulatory impacts, and items of concern. Conduct a Workshop with the Town for review and comment.
8. Prepare a final technical memorandum identifying the final WRRF expansion size and recycled water effluent quality.

The consultant should assume hydraulic evaluation and effluent water quality tasks will be performed concurrently. For the Proposal, the consultant shall prepare a fee for the scope of services identified above. This scope and fee shall be labeled "Phase #1A".

2.3.2 – Phase #1B – Evaluation of Discharge Permit

The consultant shall provide a fee for working with the Town to develop the permitting strategy with CDPHE. This phase should include reviewing existing permits, discussions with CDPHE, and progress meetings with the Town. The scope should include the following tasks:

1. Review existing Discharge Permits, communicate with CDPHE, review CDPHE stakeholder outreach documents, and gather input from Town staff.
2. Prepare a preliminary technical memorandum summarizing the potential constituents of concern for future surface Discharge Permits and impacts on the treatment process selection. Conduct a Workshop with the Town for review and comment.
3. Prepare a final technical memorandum summarizing the findings.

The consultant should assume these tasks will be performed concurrently with the Phase #1A scope. For the Proposal, the consultant shall prepare a fee for the scope of services identified above. This scope and fee shall be labeled "Phase #1B".

2.3.3 – Phase #2 – Permit & Design

The consultant shall provide a fee for permitting and designing a WRRF expansion. For the purposes of providing similar criteria to all bidders, the consultants shall assume the WRRF expansion will be based on the criteria in the Section 2.1.

The scope should include all subconsultant services including structural, instrumentation and controls, electrical, mechanical, architectural, and any other consultant deemed necessary to successfully permit and design the WRRF expansion. The consultant should assume survey and geotechnical investigation are furnished by the Town. The scope should include the following tasks:

1. Bi-weekly progress meetings for a design period of 8 months
2. Four (4) presentations to the Town Board.

3. Preparing all applications, reports, and submittal requirements to CDPHE for Site Location amendment approval and construction approval. The anticipated CDPHE deliverables include, but are not limited to:
 - a. Site Location amendment application and accompanying Preliminary Engineering Report (including approvals of any new chemicals)
 - b. Process of Design Report
 - c. Construction Drawings.
4. Preparing all applications, drawings, calculations, reports and submittal requirements for local agency approval. This includes the Town Planning, Building Department, Engineering (GESG, etc.), and fire authority approvals.
5. Develop conceptual design options (up to 3) for review and consideration by the Town. Present those options, along with conceptual process flow diagrams and cost opinions to the Town at a Workshop. Work with the Town to select a design concept to further develop into the final design.
6. A 30% progress submittal and Workshop with the Town to review. The 30% progress submittal should include preliminary drawings, initial cost opinion, list of technical specifications, and initial construction schedule.
7. A 60% progress submittal and Workshop with the Town to review. The 60% progress submittal should include revised drawings, a revised cost opinion, revised list of technical specifications, and revised construction schedule.
8. A 90% progress submittal and Workshop with the Town to review. The 90% progress submittal should include final draft drawings, a final draft cost opinion, final draft list of technical specifications, and final draft construction schedule.
9. A final bid packages submittal that incorporates any CDPHE and local agency final comments. The final bid package should include final bid drawings, a final cost opinion, a final construction schedule, and final bid documents including technical specifications.
10. Bidding services shall include attending a pre-bid meeting with the contractors, responding to contractor questions, preparing addenda, reviewing bids, and making a recommendation for award.

The consultant shall prepare fee for the scope of services identified above. This scope and fee shall be labeled "Phase #2". Note: If the final expansion size is different than 0.4 mgd and/or the final effluent quality is different than Category 2, the Town will negotiate a modified fee with the consultant.

2.4 – Summary of Proposal Requirements

In summary, the consultant shall prepare a Proposal that includes the following components:

- Part 1: General information on the firm
- Part 2: Team members and their respective experience. [20% of selection criteria]

- Part 3: Project specific experience and references (as described in Sections 2.2.1 and 2.2.2) [30% of selection criteria]
- Part 4: Project approach (as described in Sections 2.2.3 and 2.2.4). The consultant shall state which treatment processes it proposes as the basis of the expansion's design. [30% of selection criteria]
- Part 5: Project scope and fees (as described in Section 2.3). The consultant shall provide three separate fees for Phase #1A, Phase #1B, and Phase 2. [20% of selection criteria]



Town of Bennett

207 MUEGGE WAY
 BENNETT, COLORADO
 80102-7806
 (303) 644-3249
 (303) 644-4125 – FAX

REQUEST FOR PROPOSALS PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1					\$0.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
			Total		\$0.00

Not to Exceed Total:



Town of Bennett

207 MUEGGE WAY
BENNETT, COLORADO
80102-7806
(303) 644-3249
(303) 644-4125 – FAX

REQUEST FOR PROPOSALS SUBMISSION FORM

SUBMISSION: It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett
ATTN: Purchasing
207 Muegge Way
Bennett, CO 80102

Attn: Daymon K. Johnson
Director of Capital Projects
RFP: 21-010

Does your proposal comply with all the terms and conditions? If no, indicate exceptions YES / NO

Does your proposal meet or exceed all specifications? If no, indicate exceptions YES / NO

State percentage of prompt payment discount, if offered _____ %

State total bid price (include all items bid) _____

State total bid price with discount _____

The Town of Bennett must have on file a completed W-9 prior to doing business with Contractors. Please submit the attached form with your Proposal.



Town of Bennett

207 MUEGGE WAY
BENNETT, COLORADO
80102-7806
(303) 644-3249
(303) 644-4125 – FAX

REQUEST FOR PROPOSALS

SUBSTITUTE FORM W-9
REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION
(A copy of the W-9 instructions is available upon request)

Vendor# _____

1 NAME OF FIRM:

NAME (Legal Name)

BUSINESS NAME (If different from above e.g. DBA)

2 ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED
(if different from above):

NAME (As it appears on invoice)

ADDRESS

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

(If more than one remit to address, please attach on additional page.)

STREET ADDRESS

CITY, STATE, ZIP

The Internal Revenue Service requires that you submit a Taxpayer Identification Number to comply with this regulation, please fill in the required information on this form, sign and return it to:

By fax (303) 644-4125
By mail Town of Bennett
ATTN: Danette Ruvalcaba
207 Muegge Way
Bennett, CO 80102

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number _____ - _____ - _____
OR
Federal Identification Number _____ - _____

Name of Business Owner (please print) _____

Check Appropriate Box:

- Corporation Partnership Government
- Individual/Sole Prop Non-Profit Organization Other _____

(Must explain)

CERTIFICATION

Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Tax Identification Number, and
- (2) I am not subject to backup withholding.
- (3) I am a US person (including a US resident alien)

Signature _____

Date _____

Print Name _____

Telephone Number () _____

NOTICE! CHECKS OR PURCHASE ORDERS WILL NOT BE ISSUED BY THE TOWN OF BENNETT UNTIL YOUR TAX PAYER ID NUMBER IS ON FILE IN THIS OFFICE!

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships: For Corporation:

- | | | |
|---|--|---------------------------------------|
| <input type="checkbox"/> Merchandise Only | <input type="checkbox"/> Services | <input type="checkbox"/> Attorney |
| <input type="checkbox"/> Employee expense reimbursement | <input type="checkbox"/> Contract Labor | <input type="checkbox"/> Non Attorney |
| <input type="checkbox"/> Garnishment / Child Support | <input type="checkbox"/> Other (Explain) | |
| <input type="checkbox"/> Damage awards & other reimb | <input type="checkbox"/> Sale of Land | |

Approved:

Town Administrator

Date