



Riverton City
Purchasing Department
12830 South 1700 West
Riverton, UT 84065
801-208-3175

REQUEST FOR PROPOSAL #206-18

PURPOSE OF REQUEST:

The purpose of this Request for Proposal, hereinafter referred to as RFP, is to enter into a contract with a qualified company to perform a pilot study to lower culinary water hardness levels at the Green Well. The company hereinafter may be referred to by the following terms: Company, Firm, Consultant and/or Contractor. Riverton City hereinafter may be referred to as the City.

RESPONSE DATE AND LOCATION:

Offers must be received by 2:00 PM on March 20, 2018.

Offers may be turned in to the Riverton City Purchasing Office, 12830 South 1700 West, Riverton, Utah 84065 or may be electronically submitted at ccalvert@rivertoncity.com. The reference number for this RFP is #206-18. Any proposal that is received after this due date and time will be returned unopened to the proposer. All proposals and communications relative to this proposal must bear RFP 206-18. If it becomes necessary to revise the RFP in whole or in part, an addendum will be provided to all proposers on record who received the original RFP.

ADMINISTRATIVE GUIDANCE:

The information provided herein is intended to assist proposers in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested proposers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data therefrom. **Proposers are at liberty and are encouraged to expand upon the specification to evidence service capability under any agreement.** Riverton City **will not** be liable for any costs proposers may incur in the preparation or presentation of this proposal.

Proposals of the successful proposer shall be open to public inspection after the announcement of the selection of the successful proposer(s) subject to the limitations of Section 6-3-42(d) of the Riverton City Purchasing Ordinance.

PROPOSAL CONSIDERATION:

The City may award a contract based solely upon the merits of the initial proposal, without an oral commentary by the proposers. In light of this possibility, proposers should present the most favorable price and service available. The City may require an oral presentation from a short list of the top two or three proposers to make a final selection. If necessary, this presentation will be scheduled after the closing date and prior to the award of the contract. The City reserves the right to reject any or all proposals received and to waive any informality or technicality in any proposal in the interest of the City.

TERMS OF CONTRACT:

The agreement will be in accordance with requirements set forth in the terms of agreement of this RFP. Any contract established may be terminated at any time by either party with advance written notification of at least 30 calendar days.

All work must be in compliance with established federal and state laws and ordinances of Riverton City.

BACKGROUND:

The Green Well was completed in 2014 and had been used for approximately one year before the City started to purchase water from Jordan Valley Water, because of the overall hardness of Riverton City water. The Green Well is located at approximately 12600 South 1000 West, on the west bank on the Jordan River. The hardness levels of the water coming from the Green well is approximately 300.

SCOPE OF SERVICES:

Conduct a pilot study at the Green Well to lower the hardness level in the water to approximately 185-190 levels. The length of the study may be determined by the firm, but at a minimum must be at least 14 calendar days long.

The pilot study is to be an actual demonstration over the determined length of the study (14 days minimum), that hardness levels can be lowered to the target levels and maintained at those levels. Contractor is to provide all equipment, materials, supervision, labor, transportation, permits and any other related items needed to complete the study.

The company may lower the hardness levels by lowering the TDS levels or lowering the Calcium Bicarbonate levels or by doing a combination of both.

The company is to lower the hardness levels using the least amount of power possible. The process must be power efficient.

All aspects of the study must be documented and submitted in a report within thirty days after the conclusion of the study. The report must provide an overall cost to implement a permanent solution of the pilot study, and a breakdown of the cost to a per 1,000-gallon cost to implement.

Contractor is to identify and use the appropriate waste stream to dispose of the byproducts. Byproducts must be disposed of according to all federal and state guidelines.

PROPOSAL FORMAT:

Proposals must be concise and in outline format. Please furnish one (1) original copy and one (1) committee member copy of your proposal. The original copy of the RFP may be a hard copy or an electronic copy if responding via email, and the committee member copy is to be an electronic copy only (electronic copies are to be in Adobe Reader Format and not to exceed 5MG). The committee member copy is not to include pricing, do not include anything regarding pricing in the committee member copy; the pricing will be scored by the purchasing department. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections. If they are not, they may be rejected. Each tabbed section must clearly and fully address the subject and be understandable. Failure to do so will negatively impact the evaluation of your submitted RFP. Proposals should not exceed twenty (20) pages, including covers, dividers and resumes.

Tab I. Letter of Transmittal. Complete Attachment 1, "proposal submittal cover sheet." Include the names, addresses and telephone numbers of others who are authorized to represent the company in dealing with this RFP, and an expression of the proposer's ability and desire to meet the requirements of this RFP. Any other information not appropriately contained in the proposal should also be included.

Tab II. Proposed Approach. The proposed approach should include the following:

A. A statement of your understanding of the required services and a general description of your proposed approach to stated scope of services.

B. Provide a detailed plan outlining the timeline and steps required to

complete the survey.

- C. In addition to the specific service proposals specified above, identify and/or recommend any additional or innovative services and products provided by your firm that may be related and helpful to the City. If there is a better way for the City to package or define the services that it has requested herein in order to obtain better pricing and/or service by making it easier for the selected consultant, please explain what modifications would be necessary to achieve such better pricing and/or service

Tab III. Qualifications. The qualifications should include the following:

- A. Provide a descriptive summary regarding education, experience and qualifications that allow you to meet the requirements of the City as outlined herein.
- B. If applicable, include a general overview and history of your company, number of years in business, number of employees, corporate headquarters location, type of business, names of the firm's chief officers (include an organizational chart if possible), and where you do business.
- C. Identify any additional staff members who would be involved in providing the services requested herein and submit statements or resumes detailing their qualifications. Your proposal should include information on levels of training received by each staff member and detailed descriptions of their involvement with projects of similar or identical scopes.
- D. Identify any of the work that you intend to subcontract to others and identify the proposed subcontractors including names, specific assignments, and the qualifications of the subcontracting firm and its key personnel.
- E. The proposer shall submit one documentable case study of a completed project in providing the services. Provide case study, customer name, contact person, and telephone number(s). By providing such reference you agree that neither the City nor the clients referenced shall have any liability regarding the provision of such references or the City's use of such references in making selections under this request for proposal.
- F. In addition to the information and qualifications specified above, identify any special knowledge or skills provided by you or your firm

that may be related or helpful to the services requested herein.

Tab IV. Cost Proposal.

Provide a "Not to Exceed" price to complete the pilot study as outlined in the Scope of Services.

Tab V. Insurance. Workmen's Compensation and Employer's Liability Insurance.

The firm shall comply with the provisions of the Workmen's Compensation Act, and all other legislation, federal and state, applicable to the work described herein, and the firm agrees to make all payments, returns and reports required by these acts.

EVALUATION CRITERIA:

The award of the contract shall be based upon the following factors and are listed in order of importance of evaluation.

1. Price - 40%
2. Proposed Approach - 30%
4. Qualifications / Experience - 30%

Understandability and comprehensiveness of information supplied in this RFP will affect the evaluation of the above criteria.

PROPRIETARY INFORMATION:

Proposers are required to mark any specific information contained in their proposal which is not to be disclosed to the public or used for purposes other than the evaluation of the proposals. A declaration must accompany the proposal stating the reasons the information should not be disclosed. Any proposal that is marked confidential in its entirety will be questioned. Pricing and service elements of the successful proposal **will not** be considered proprietary. All materials become the property of Riverton City and may be returned only at the City's option. Proposals submitted may be reviewed and evaluated by any person, not competing proposers, at the discretion of the City.

Please direct any technical questions concerning this RFP to:

Riverton City Purchasing Department
Attention: Craig Calvert
ccalvert@rivertoncity.com

ATTACHMENT "A"

STANDARD CONTRACT TERMS AND CONDITIONS

TERMS OF AGREEMENT

In the event of any conflict between these standard terms and conditions and any other terms and condition included in this agreement, these standard contract terms and conditions, Attachment "A", will govern.

NON-AVAILABILITY OF FUNDS

It is understood that if the department fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to provide for the continuation of the contract or the lawful order issued in or for any fiscal year during the Term of this contract, the contract and all lawful order's issued shall terminate on the date said funds are no longer available without any termination charges or liability incurring to the City. The City shall certify and warrant in writing that sufficient funds have not been appropriated or authorized to continue this amendment. Non-Availability of Funds or failure to receive authorization for the expenditure of sufficient funds as used herein means a level of funding that results in less funding than that which was allocated to department in the immediately preceding fiscal year.

LIABILITY

Any damages occurring from the execution of the contract, incidental or otherwise, to City or private properties must be repaired, at the contractor's expense, to the owner's satisfaction.

INDEMNIFICATION

The consultant agrees to defend, indemnify and hold Riverton City, the City Council, the Mayor, and all employees (collectively the "Indemnities") free and harmless from and against all losses, claims, liens, demands, lawsuits, judgments or liability including but not limited to general liability, automobile, and professional errors and omissions liability, arising out of the negligent acts, errors and omissions of the consultant in performing the services described including the amount of judgment, penalties, interest, court costs and legal fees incurred by the Indemnities or any of them in defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of, but not limited to, taxes, claims, liens, debts, personal injuries, death or damages to property (including property of Indemnities). The Consultant further agrees to; investigate, handle, respond to, provide defense for and defend any such claim, demand or cause of action at its sole expense, and agrees to bear all other costs and expenses related thereto, and, release, indemnify and hold the City, its officers, agents and employees harmless from liability of any kind or nature, including the consultant use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

Riverton City is a governmental entity under the Governmental Immunity Act and waives no defenses, limits of liability or other rights.

INSURANCE

Riverton City requires the insurance provider to be rated an A- or better or a financial category of VII (7) or Higher as rated by AM Best Ratings.

Workers Compensation insurance, sufficient to cover all employees in the employ during the term of the contract including any renewal thereof must be maintained. Coverage amount should be as required by Utah Workmen's Compensation Laws. All subcontractors are required to also carry workers compensation insurance as specified above. The City will require employees from companies who choose to not carry workers compensation insurance, (three or less employees) to obtain a Workers Compensation Waiver Form from the State of Utah.

Workers Compensation insurance, sufficient to cover all employees in the employ during the term of the contract including any renewal thereof must be maintained. Coverage amount should be as required by Utah Workmen's Compensation Laws.

Professional Liability insurance in the amount of \$1,000,000.00 must be maintained during the term of the contract.

Commercial General Liability insurance in the amount of \$1,000,000.00 per occurrence with an aggregate of \$2,000,000.00.

Commercial Auto insurance in the amount of \$1,000,000.00 per occurrence with an aggregate of \$2,000,000.00. The insurance must apply to hired, not owned and owned vehicles.

Insurance needs to include Project Name with the location and description of the project, and the Project Number and Bid Number (if known). Insurance must name as the certificate holder; Riverton City, its elected officials, appointed officials, officers, employees and volunteers.

Coverage is for all operation performed by or on behalf of the named insured.

Riverton City will assume no liabilities for the contractor including any of the contractor's representatives, employees or properties, and agrees to, at all times, protect, indemnify, defend and hold harmless the City and city employees from any and all claims

Insurance provided is required to be primary and non-contributory.

Proof of coverage must be provided before work can begin, and agrees to provide proof of insurance upon demand by the City throughout the terms of the contract. The insurance must have a 30 day written cancelation notice. If any of the required insurance coverage is cancelled or lapse, the City may at the City's discretion, obtain substitute coverage at reasonable rates. The City may deduct the cost of such coverage, plus 10% for administrative charges, from any monies that are owing to contractor.

INDEPENDENT CONTRACT

It is understood and agreed by the parties that the consultant is to act in the capacity of an independent contractor and as such will have no authorization, express or implied to bind Riverton City to any agreements. Consultant's officers and employees shall not be considered as employees or officers of the City and shall not be entitled to any employee benefits as City employees as a result of the execution of this agreement.

ASSIGNMENT

The consultant shall not assign this agreement or assign, pledge transfer or otherwise dispose of its interest or this agreement, without the specific consent of the City, and that no such assignment, pledge, mortgage, transfer, or other disposition shall relieve the consultant of its obligations hereunder, nor shall such an assignment of other disposition terminate any such claim or defense which the City may have. Riverton City may assert any claim or defense it may have against the consultant and against any such assignee.

LICENSE

The consultant is properly licensed for the service(s) provided, including a business license. consultant will provide all licenses before work can begin.

WORKFORCE

The consultant agrees to register and participate in a Status Verification System such as E-Verify, to verify the work eligibility status of the consultant new employees that are employed in the state. The consultant further agrees to have each contractor or subcontractor who works for or under main consultant, certify by affidavit that the contractor or subcontractor has verified through a Status Verification System the employment status of each new employee of the respective contractor or subcontractor.

STANDARD OF CARE

Consultant services shall be performed in accordance with the skill and care ordinarily exercised by members of the same profession performing the same or similar services at the time consultant's services are performed. Consultant shall, at consultant's sole expense, reperform any services not meeting this standard.

TAXATION

It is understood and agreed that the contractor shall pay and discharge all license fees, assessments, sales, use, property and other tax or taxes lawfully imposed, as indicated in U.C.A.1953 Section 59-12-104.

NOTICES

All notices to be given under this agreement shall be made in writing and mailed to the other party at its address as set forth herein or at such other address as the party may provide in writing from time to time. Such notice shall be mailed, return receipt requested, to the parties as follows:

Consultant _____

NO OFFICER OR EMPLOYEE INTEREST

It is understood and agreed that no officer or employee of Riverton City has or shall have any pecuniary interest, direct or indirect, in this agreement or the proceeds thereof. No officer or employee of the consultant or any member of their families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises consultant's operations, or authorizes funding of payments to the consultant.

AFFIDAVITS

At the time of, or prior to, commencing work, the consultant shall submit a sworn affidavit from each officer, employee or agent of the consultant who has been in contact or communicated with any officer, agent, or employee of the City during the past calendar year concerning the provision of these goods and services. The affidavit shall contain the following statement:

"I do solemnly swear that neither I, nor to the best of my knowledge, any member of my firm or company, has either directly or indirectly restrained free and competitive bidding by entering into any agreement, participating in any collusion, or otherwise taken any action unauthorized by the governing body of the City, or in violation of applicable law to secure favorable treatment with respect to being awarded this contract."

NON-DISCRIMINATION/AFFIRMATIVE ACTION

The Respondent agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. This agreement may be canceled if the contractor fails to comply with the provisions of these laws and regulations. ***The consultant must include this provision in every subcontract or purchase order relating to purchases by Riverton City to insure that subcontractors and vendors are bound by this provision.***

LAW

This contract shall be governed and constituted in accordance with the laws of the State of Utah.

DEFAULT

If either party fails to perform its obligations, the other party may give written notice specifying the nature of the failure, and requesting the defaulting party to remedy it. If the default is not corrected within thirty (30) days of the notice date, the non-defaulting party may pursue the remedy provided herein, and without waiving that remedy, it may terminate this agreement. If the failure reasonably justifies faster action, the notice may require correction within less than thirty (30) days, and the non-defaulting party may take reasonable action to protect its interest. If the failure is one that reasonably requires more than thirty (30) days to correct, the correction period shall be extended beyond thirty (30) days, so long as the defaulting party promptly commences to correct the default and diligently pursues it to completion.

In the event either party needs to enforce the terms of this agreement by suit or otherwise, the party at fault shall pay the costs and expenses incident thereto, including a reasonable attorney's fee.

ENTIRE AGREEMENT

This Agreement, together with the attachments hereto, contains the entire Agreement between the parties, and supersedes all prior agreements, and oral or written representations with respect to the subject matter hereto, and no statements, promises, or inducements made by either party or agents for either party, that are not contained in this written Agreement, shall be binding or valid. This Agreement may not be enlarged, modified, or altered except in writing, signed and dated by the parties.

ATTACHMENT 1

Proposal Submittal Cover Sheet

RFP No. 206-18

Proposal for Pilot Study at Green Well

TO: Riverton City Corporation
Purchasing Department
12830 South 1700 West
Riverton, Utah 84065

The undersigned, having carefully read and considered the Request for Proposal to provide services as outlined in the proposal, does hereby offer to perform such services on behalf of the City, in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in said proposal.

OFFEROR

Company Name: _____

Doing business as: an individual a partnership a corporation a limited liability company (mark appropriate box), duly organized under the laws of the State of _____.

BY: _____
(Signature of authorized representative) (Please Print or Type Name)

PRINCIPAL OFFICE ADDRESS:

Street Address _____

City _____ County _____

State _____ Zip Code _____

Telephone (____) _____ FAX (____) _____

E:mail Address _____

TAXPAYER IDENTIFICATION NUMBER:

Employer I.D. No. _____ **OR** Social Security No. _____
(Corporation or Partnership) (individual)

**ALL PROPOSALS MUST INCLUDE THIS COVER SHEET & THE
PROPOSAL CONTENT & EVALUATION REQUIREMENTS
LISTED IN THE RFP.**