

REQUEST FOR PROPOSAL
THIS IS NOT AN ORDER RETURN ORIGINAL KEEP ONE COPY

**PROPOSAL # 2020 - 03
WASTEWATER TREATMENT PLANT (WWTP)
2020 GENERAL UPGRADES**

Return your Proposal in an envelope, sealed and clearly marked
on the outside with Proposal # 2020-03 shown:

**CITY OF SPRINGVILLE FINANCE
DEPARTMENT ATTN: BRUCE RIDDLE
110 SOUTH MAIN STREET
SPRINGVILLE, UT 84663**

Proposals must be received and logged in prior to the date and time indicated. Bids will
not be accepted after:

3:00 p.m. THURSDAY MAY 21, 2020

For Technical Information Contact:
Juan Garrido, Wastewater Superintendent
Email: jgarrido@springville.org
Phone: (801) 420-1272

Delivery Requirement:

FAILURE TO SIGN THIS SECTION WILL DISQUALIFY YOUR RESPONSE	
The undersigned agrees to furnish the products and/or services listed in this document at the prices and terms stated, subject to the requirements of this Request for Proposals and the Contract Documents:	
Firm Name	
Signature	
Printed Name	
Date	
Phone	
Fax	
Email	Website

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1 INTRODUCTION

1.1 Facility Overview

The Springville Water Reclamation Facility (SWRF) has a design flow of 6.8 million gallons per day (mgd) and currently receives an average annual influent flow of approximately 4.2 mgd of municipal wastewater and an additional 0.8 mgd of industrial wastewater. The facility operates hybrid system consisting of trickling filters and an STM Aerotor system. Secondary effluent is filtered using gravity sand filters and then disinfected by ultra-violet radiation prior to discharge. Primary and wasted solids are stabilized by anaerobic digestion and dewatered with a belt filter press. The digested and dewatered biosolids are co-composted with green waste on site. The total retention time is approximately 9 hours. A process flow diagram is presented in Figure 1 and an aerial photo of the POTW is shown in Figure

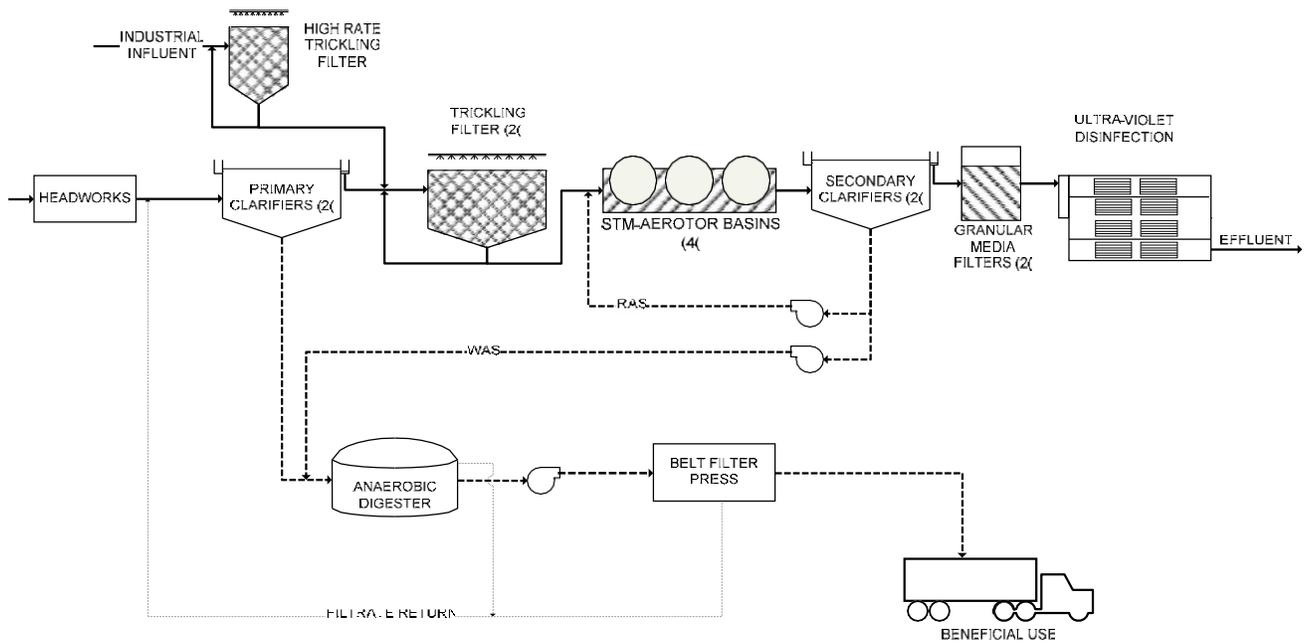


FIGURE 1
Process Flow Diagram

2 INSTRUCTIONS TO PROPONENTS

2.1 Invitation

Springville City is seeking Proposals from qualified consultants to develop plans and specifications for bidding and construction, and to supply construction management services. A full description of the Project and the Scope of Work is set out in the Terms of Reference.

2.2 Costs Incurred by Proponents

Proponents shall be responsible for all expenses involved in the preparation and submission of Proposals and for any work performed in connection with submitting a Proposal. The City will not be liable for any costs incurred by any Proponent in preparing and submitting a Proposal.

2.3 Acceptance of Terms

Each Proponent, by submitting a Proposal, represents that the Proponent has read and completely understands the terms and conditions of the RFP in full.

Proponents must comply with the terms and conditions set out in this RFP, failing which the City may reject the Proposal.

2.4 Procurement Policies and Procedures

Proponents are advised that, unless otherwise permitted by the City's Procurement Policies and Procedures, no Proposal shall be accepted from, nor shall any contract be awarded to, any Proponent with whom the City is engaged in Unresolved Litigation.

The City reserves the right to remove from eligibility to submit bids for an indeterminate period, any Proponent, or related company, who fails to accept a Contract, or the name of any contractor or consultant, or related company, who demonstrates unsatisfactory performance of the Contract.

2.5 Schedule

The RFP process will be administered according to the following schedule. Although every attempt will be made to meet all dates, the City reserves the right to modify any or all dates in its sole discretion.

Release of RFP:	April 9, 2020
Project Walkthrough	April 21, 2020 at 10:00 AM
Closing Date:	May 21, 2020 by 3:00 PM
Oral Presentation/Interview (if required) Date:	May 27, 2020
Anticipated date of award of Contract:	June 9, 2020

2.6 Communications / Clarifications

Proponents are responsible for understanding all aspects of the RFP prior to submitting a Proposal. The City is not responsible for any misunderstanding of the RFP on the part of any Proponent.

Inquiries regarding the RFP should be submitted online using the "Questions and Answers" section for this project using the following link: <https://tinyurl.com/springville.bids> by May 18, 2020.

Where the City provides clarification in response to an inquiry, the RFP will not be deemed to be modified in any respect unless an addendum is issued.

No employee or agent of the City is authorized to amend or waive the requirements of the RFP in any way unless the amendment or waiver is signed by the City's designate in the form of an addendum. Proponents may not rely upon any information or instructions provided by the City, its employees, or its agents unless the information or instructions are provided in writing in the form of an addendum issued by the City.

The City will not be liable for misdirected notices of procurement opportunities or for misdirected notices of

addenda which may result from Proponents failing to register their contact information with the City Office and/or Proponents failing to check for addenda prior to submitting their Proposal.

2.7 Addenda

If revisions to this Request become necessary, the City will post addenda to SciQuest at least four (4) days prior to the date Proposals are due.

If the City modifies this RFP by issuing an addendum, all terms and conditions of the RFP which are not modified shall remain unchanged. The responsibility remains with Proponents to ensure that they have received all addenda prior to submission of their Proposal, whether or not they have received notification from the City's office.

Each Proponent shall acknowledge receipt of any addenda to this RFP.

2.8 Submission Process

Each Proponent is requested to submit six (6) identical sets of the Proposal - One (1) bound original copy identified as "Master" and five (5) copies marked "Copy", sealed, and clearly marked as to contents; and one (1) electronic pdf copy of the Proposal.

The responsibility unequivocally remains on Proponents to ensure that Proposals are delivered to the City at the address above, by the Closing Time. The City will not accept misdirected Proposals or Proposals received after the Closing Time and will return such Proposals unopened. The City will not permit adjustments to Proposals by telephone, fax or electronically.

Proponents may withdraw their Proposal unopened after it has been delivered, if such request is received in writing, by the City, prior to the Closing Time.

The City may reject Proposals which are late, incomplete, conditional, obscure or illegible, are restricted or altered in an unacceptable way, do not provide evidence of receipt of addenda that are material in nature, or fail to conform to the terms and conditions set out in this RFP. Notwithstanding the previous sentence, the City reserves the right to deal with minor errors in a proposal in a way that is fair and in the best interests of the City.

Erasures, overwriting and strike-outs will not be reason for rejection, provided that all such changes are legible and have been initialed by an authorized signatory of the Proponent.

The City reserves the right to verify any and all information submitted through this RFP. The City may request clarification from Proponent(s) on the content of their Proposal at any time(s) after the Closing Time, including during the evaluation stage. The City reserves the right, in its discretion, to conduct financial and reference checks (i.e. Dun & Bradstreet) of Proponents, and all co-Proponents and any joint venture members. The City reserves the right to hold clarification meetings with some or all of the Proponents, including during the evaluation stage. All correspondence related to clarifications must be in writing. The City is under no obligation to request that a Proponent provide missing or deficient information. The Proponent acknowledges the City's rights in this regard by signing and submitting the Form of Proposal.

The City reserves the right to reject any or all Proposals received and the right to conduct a subsequent Request for Proposal process. There is no guarantee that the Project will proceed.

The following terms shall become part of the Contract Documents that shall govern the agreement between the City and the consultant who is awarded the Contract.

2.9 Terms of Payment

The City will make payments to the Consultant in accordance with the Contract terms provided the Consultant is not in default of its obligations under the Contract. Billing shall be according to percentage of work completed per task as established in the Contract.

2.10 Indemnification

The Consultant shall indemnify, hold harmless and defend the City, its Mayor, Council members, officers, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City and against all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to resulting from or arising out of the Consultant's failure to exercise reasonable care, skill or diligence or from any omission in the performance of the Contract. This indemnification shall include any legal fees and costs incurred by the City, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Consultant.

2.11 Conflicts of Interest

Each Proponent, in its Proposal, shall declare all conflicts of interest or any situation that may be reasonably perceived as a conflict of interest that exists now or may arise during the term of the Contract. Failure to disclose an actual or potential conflict of interest may result in rejection of the Proposal. The City reserves the right to disqualify from further consideration any Proposals which in the City's opinion demonstrate a conflict of interest.

A conflict of interest arising during the term of the Contract must be reported immediately to the City, failing which the City may terminate the Contract.

2.12 Confidentiality

Proponents shall not divulge any confidential information communicated to or acquired by the Proponent or disclosed by the City in the course of the procurement process or the performance of the Contract. The Consultant further acknowledges that all reports, data, documents, materials and information of any kind whatsoever prepared in the course of performing the Contract are the sole and exclusive property of the City and shall not be disclosed or released to any person or organization without the prior written consent of the City. If the Consultant is in breach of this requirement for confidentiality, the City may terminate the Contract for cause.

2.13 Insurance

Without restricting the generality of the requirement to indemnify the City, the Consultant shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to conduct business in the State of Utah and acceptable to the City.

Listed below are the insurance requirements deemed necessary for the Contract by the City. Each Proponent should review the requirements with its insurance broker/provider to ensure each one can be met, before submitting a Proposal. If there are any concerns or questions, Proponents are advised to contact the Purchasing Analyst before the Closing Time. The Consultant shall meet all the requirements listed below.

1. Commercial General Liability Insurance

Commercial General Liability ("CGL") insurance must include the City as an Additional Insured, with limits of not less than \$1 million (\$1,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. Should such policy have a General Aggregate, the minimum acceptable Aggregate must be \$3 million (\$3,000,000.00). The CGL insurance will include Cross Liability & Severability of Interest Clauses, Products & Completed Operations coverage (12 months) and Non-Owned Automobile Liability endorsement including standard contractual liability coverage.

2. Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than \$1 million (\$1,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Consultant.

3. Professional Liability Insurance

Professional Liability Insurance coverage must have limits of not less than \$1 million (\$1,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL, Automobile Liability and General Aggregate limits noted above.

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and the Consultant shall maintain continuously from either the commencement of the Services or the signing of the Contract, whichever is sooner. The policies must be endorsed to provide the City with not less than 30 days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance is to be submitted, by the Successful Proponent upon Award, on the City's standard Certificate of Insurance form.

2.14 Errors and Omissions

The City will not be held liable for any errors or omissions in any part of this RFP. While the City has used considerable effort to ensure an accurate representation of information in this RFP, such information is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

2.15 Subcontracting and Assignments

Proponents acknowledge that the Consultant will be an independent Consultant and that the employees or agents of the Consultant will perform the Contract. Subcontracting agreements made by the Consultant will not release the Consultant from any obligation to the City with respect to the performance of its obligations under the Contract.

Any assignment of the Contracts by the Proponent will be subject to the prior written approval of the City. In the event that the City grants such approval, the approval may be granted on such terms, if any, as the City in its sole discretion deems advisable. The City's consent to any assignment shall in no way release the Consultant from its duties and obligations under the Contract.

2.16 Joint or Consortium Proposals

Each Proponent of a joint or consortium Proposal shall be jointly and severally liable for all obligations under the Contract. Proponents who submit a joint or consortium Proposal must identify one prime who will be responsible for executing all documentation in response to this RFP on behalf of the joint or consortium Proponent. A written statement from an officer of each member of the joint or consortium Proponent must also be provided, undertaking on the part of each member to comply with the terms and conditions of this RFP.

2.17 Oral Presentations/Interviews

Proponents who pass the threshold established in Section 5 may be required to give an oral presentation and participate in an interview in support of their Technical/Management Proposal. The interview process is more particularly described in Section 6.

2.18 Negotiations

The City may award a Contract on the basis of initial offers received, without negotiations. Therefore, each initial offer should contain the Proponent's best terms/information, including all required documentation and information as listed in the Terms of Reference.

The City reserves the right to enter into discussions/negotiations with one or more Selected Proponents; however, it shall be a requirement of the Award of the Contract, that the Successful Proponent agree to execute a contract based upon the Selected Proponents form of Consulting Services Agreement, subject to modifications requested

by the City and its legal counsel. If the City and the Selected Proponent or the Successful Proponent (depending upon when negotiations occur) cannot negotiate a successful Contract, the City may terminate the negotiations and begin negotiations with the next Selected Proponent.

This process will continue until a Contract has been executed or all Proponents have been rejected. No Proponent shall have any contractual or other legal rights or remedies against the City arising from such negotiations.

2.19 Legislative & Licensing Requirements

All Proponents and Proposals must comply with any legislation and regulations, which may be applicable to the performance of the Contract.

Any contract awarded as a result of this RFP will be subject to all applicable laws of the State of Utah and The United States.

2.20 Patents and Copyrights

Proponents shall, at their own expense, defend all claims, actions or proceedings against the City based on any allegations that the Proposal or any work or any part of the work produced in connection with the Proposal constitutes any infringement of any patent, copyright or other proprietary right, and shall pay to the City all costs, damages, charges and expenses, including its lawyers' fees on a substantial indemnity basis occasioned to the City by reason of such claim.

The Proponent shall pay all royalties and patent license fees required for the work provided.

2.21 Collusion

By submitting a Proposal in response to this RFP, each Proponent hereby acknowledges and declares that its Proposal is not made in connection with any other Proponent(s) submitting a Proposal for the same services and is, in all respects, fair and without collusion or fraud.

2.22 Non-Exclusive

Any Contract awarded as a result of this RFP will be non-exclusive. The City may, in its sole discretion, purchase the same or similar services from other sources during the term of the Contract.

2.23 Contract Termination

In the event that the Consultant, in the opinion of the City, fails to satisfactorily perform the Contract, the City reserves the right to terminate the Contract. Furthermore, the City in its sole discretion, reserves the right to terminate the Contract without showing cause, at any time, upon giving at least thirty (30) days' written notice to the Consultant.

The City shall pay all reasonable costs incurred by the Consultant up to the date of termination, less any excess costs incurred by the City in re-procuring and completing the Contract where the termination is for cause. However, in no event shall the Consultant be paid for any amount that exceeds the Contract Price. The Consultant will not be entitled to or reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

2.24 Performance Evaluation

Proponents are advised that all Consultants undertaking assignments for the City may be subject to a performance evaluation during the course of, and/or at the conclusion of the contract.

3 TERMS OF REFERENCE

3.1 Project Objective

Project Objectives include, but are not limited to the following:

1. Review, design, bid out, and oversee the construction of the implementation of a chemical feed system to remove phosphorus as outlined in the Statepoint Engineering Report.

2. Study, design, bid out, oversee construction of a biological nutrient removal system as a part of the STM Aerotor process, including internal recycle as recommended.
3. Design, bid out, and oversee the construction of a waste activated sludge thickening system utilizing the Huber DAF as was recently selected by the City.

The total budget for the three projects including engineering is \$2.5 million.

3.2 Scope of Work

As outlined in 3.1, shall include all plans and specifications that will allow the construction of the three tasks above along with the recommended construction observation.

A SCADA upgrade for the treatment plant was recently awarded to SKM Engineering. Development of any drawings to accommodate the upgraded SCADA system with regards to the three tasks above will be provided by SKM and the City will pay for their services.

3.3 Deliverables

As a minimum, the following Project deliverables shall be included in the scope of work:

- Progress Meetings Agenda and Minutes (electronic copies are acceptable)
- Plans and Specifications for the upgrades detailed above.

3.4 Timeframe

Based on the overall project schedule, each proposing firm shall propose a scope of work and schedule such that the project can be designed, constructed and be fully operational at the City's Water Reclamation Facility by March 1, 2021, as required by the State of Utah Department of Environmental Quality. It is the responsibility of each proposing firm to identify what, when and how each task will be completed. Clearly explain the importance of each task, products and deliverables of each task, and the sequence and schedule associated with each task (a Gantt Chart shall be included with the Scope of Work showing the relationship of each task and the prioritization of each event.

Schedules shall be prepared in Primavera, Microsoft Projects, or equivalent software). With the proposed scope of work, each firm shall identify the work sequence from conception, planning, alternatives analysis, permitting, design, construction and completion.

3.5 Certifications/Qualifications Applicable to the Work

The Consultant's project team shall include individual Professional Engineers licensed in the State of Utah with extensive and specialized experience related to preparation of plans and specifications for the upgrades of publicly owned treatment works.

3.6 Location of Team Members

The City expects the project manager to be resident in Utah for the duration of the project. Any and all costs associated with relocation of staff are considered to be included in the Contract Price, and no additional payment will be made by the City.

4 PROPOSAL SUBMISSION REQUIREMENTS

In order for the City to conduct a thorough evaluation of all Proposals, Proposals must be well ordered, detailed and concise. Clarity of language and adequate documentation are essential. Proponents are requested to provide detailed technical/functional information. General sales and promotional literature will not suffice and may not be considered.

Proposals should be submitted using a binder or similar cover and include a table of contents noting all requirements by section. Spiral bound proposals are acceptable. Each section is to be tabbed, and presented in a logical order, generally following the format of this RFP.

Attachments and appendices should be limited to corporate profile, curriculum vitae, project schedule, time task matrix and project organization chart. All pages of the Proposal (excluding attachments, i.e. resumes) shall have a header clearly indicating the Proponent's name and the Request for Proposal title.

4.1 Proposal Content

The Proposal shall not include any reference to financial or pricing information. The scoring criteria for the evaluation of the Proposals are detailed in Section 5.

Proponents should include the following information in their Proposal:

4.2 Proposal

The Proposal should contain the information outlined below:

The Proposal should not exceed a maximum of **20 single-sided pages**, including the Executive Summary/Cover Letter. Resumes shall not exceed 2 pages and are excluded from the page limitation. The Fee Matrix will also not be counted towards the 20-page limit. The presentation of the Proposal should include the following main headings and subheadings with the requested information stated within each specific section as detailed below:

EXECUTIVE SUMMARY / COVER LETTER

- Proponents should provide a brief summary of their understanding of the objectives of this RFP and describe how the Proponent will address those objectives.

QUALIFICATIONS AND EXPERIENCE

Corporate Profile

- General information regarding the Proponent and why they believe they should be selected as the Consultant for this Project including:
 - A profile of the Proponent including years in business
 - Documentation confirming the Proponent's capacity and stability to deliver the Project on time and on budget
 - An overview of the Proponent's experience in providing similar Services to the public sector
 - Any sub-consultants, indicating the specific roles and responsibilities which will be assigned.

Corporate and Project Team Experience

The Proponent's corporate experience in completing projects of similar size and scope shall be listed in a table format showing the following:

- Municipal client name
- Project name
- Project description
- Proponent's Project Manager and Project Team
- Services provided
- Year of project completion
- Final project cost
- Client contact name, address, phone number

A complete Team Organization Chart shall be included in the Proposal submission. The Team Organization Chart shall include sub-consultants, if required, and clearly identify the responsible team member for each primary Project requirement and task

A description of the each of the Proponent's team members experience in completing projects of similar scope and size of plant for each key position shall be provided identifying their role on the project team, qualifications, number of years they have worked for the Proponent and experience on similar projects. A copy of resumes of all personnel

shall be provided as an Appendix to the Proposal submission.

Key positions to be listed shall include:

- Project Manager
- Professional Senior Staff (including QA/QC resources) and Technical Support Team
- A listing of key sub-consultant personnel and associates who will be performing the various tasks on behalf of the sub-consultant.

Proponents are also requested to confirm, in their Proposals, the availability of key staff during the term of the Contract.

References

A minimum of three Qualification References shall be provided, preferably from the municipal or public sector. Qualification References shall be of recent projects (completed within the last 4 years) similar in scope, magnitude and complexity to the subject matter of this RFP.

At the City's discretion, references may be randomly contacted. References must be capable of providing comments regarding the performance of the team members proposed for this Project.

PROJECT UNDERSTANDING

- A clear description of the Proponent's understanding of the Project including the purpose of the Project, based on the information provided in this RFP.
- A description of the nature of work and key considerations involved in meeting the overall objectives of the Project.

PROJECT METHODOLOGY

- A description of the methodology that describes key elements of the approach that would be employed by the Proponent in providing Services in relation to this Project as outlined in the Terms of Reference. The methodology need not be very detailed, but must contain sufficient information to demonstrate a clear understanding of the needs of the Project and describe step by step procedures and a schedule of activities which indicate how the Proponent proposes to meet the requirements of the Project.
- The Proponent's approach methodology should include the details for the tasks they propose to complete and the potential challenges to ensure that the Services and deliverables are provided in accordance with the requirements of this RFP.
- A brief description of the potential challenges to be encountered and how the Proponent intends to mitigate the risks associated with these challenges.
- A description of specific deliverables to address the items identified in the Terms of Reference.

PROJECT SCHEDULE AND EFFORT

- A general work schedule for each task identified in the approach methodology in a Gantt Chart format having commencement and end dates and major milestones identified (for example report submissions, workshops, meetings etc.).
- The work schedule shall include the commitment of City staff time required in relation to the Project and the City's standard review periods.
- Details of the total time that each team member will be devoting to the Project in a time task matrix format.

PROJECT MANAGEMENT AND QA/QC

- A description of what action will be taken to ensure the Project Schedule will be maintained and what will be done to restore the Project Schedule if unforeseen circumstances arise.
- A statement of how scope changes will be handled to minimize schedule delays.
- A description of anticipated conflicts and problems that may arise throughout the course of the Project as well as a brief statement on how they would be dealt with.
- QA/QC policy to ensure that deliverables meet the City's quality expectations.

PROJECT FEES MATRIX

- Detailed fees matrix; identifying individuals, hourly rates, hours, document production, travel, and any other cost associated with the project. The budget shall coincide with the proposed scope of work to allow the city to evaluate the level of effort that each firm proposes for each task. This shall be sealed in a separate envelope labeled FEE PROPOSAL.

4.3 Oral Presentations and Interviews

The City may require each Proponent who passes the threshold established in Section 5 to give an oral presentation and participate in an interview in support of their Technical/Management Proposal to demonstrate the information contained therein as well as the Proponent's ability to present their ideas. Presentations should be made by the members of the Project team who will perform the work. Individual oral presentations and interviews will be scheduled with each Proponent who meets the minimum score established in Section 5.

Oral presentations and interviews may take place via video conference as determined by the City, at its sole discretion. Proponents shall make themselves available to attend the oral presentation and interview should they qualify to be interviewed for their oral presentation.

Access to the room for each Proponent requested to give an oral presentation and interview by the City, will be provided 15 minutes before and after each presentation for set up and clean up respectively. The City is requesting a 20-minute presentation followed by a 10-minute period for any clarification regarding the presentation. The remainder of the time will be for questions from the City's interview team.

The Proponent shall also include proof of financial solvency with the Financial Proposal by either including a) an audited balance sheet for each of the last three years or b) three years of tax returns showing the balance sheet of the Proponent's company.

Proponents are advised that any qualifications to pricing shall result in rejection of that Proposal.

4.4 Assumptions Made

The Proponent must identify any assumptions made in the preparation of the Proposal that are not clearly defined in the scope of work. Any assumptions made which contradicts the clear requirements of the RFP are invalid and may result in rejection of the Proposal. The Proponent shall be responsible for any risks associated with any assumptions made without prior consultation with the City during the RFP process.

4.5 Identification of Other Work

The Proponent must identify other activities, including fees, considered essential for the completion of the Project that is not clearly defined in the scope of work.

5 EVALUATION PROCESS

Proposals will be evaluated on the basis of all information provided by the Proponent. Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFP. Failure to comply with these requirements may result in the Proposal being deemed non-compliant and rejected by the City.

The following criteria will be applied in the evaluation of Proposals and award of the Contract. The evaluation will be based on a total score of 75 points.

An additional 25 points allocated to the Oral Presentation and Interview should they take place.

The following sections detail the scoring and weighting scheme that will be used to evaluate the Proposals and describe each of the criteria that will be evaluated. Each section will be scored on a scale of 1 – 5, with 5 = Excellent, 4 = Very Good, 3 = Good, 2 = Fair, and 1 = Poor. The scores will then be weighted to reflect the points awarded for each section. For example, if a proponent received a score of 4 on the Qualifications and Experience section, 20 points would be allocated to this section ($4/5 \times 25 = 20$). The City reserves the right to prioritize and

weigh the importance of each criterion confidentially.

Qualifications and Experience (25 Points)

- Experience and credentials of the firm including familiarity with Project requirements and past experience on similar projects, including those at the Springville facility.
- Experience and qualifications of the Project Manager assigned to the Project
- Experience and qualifications of personnel assigned to the Project
- Qualification References, which confirm the competence and track record of the Proponent in the marketplace with regard to the services required by the City

Submission (10 Points)

- Responsiveness to the RFP, completeness/comprehensiveness of submission
- Demonstrated willingness to comply with terms and conditions of the RFP
- Project Management and QA/QC policy

Project Understanding (15 Points)

- Demonstrated full understanding of the Project objectives and the services to be provided

Project Methodology and Approach (25 Points)

- Approach and methodology
- Detailed work plan in compliance with the services and deliverables outlined in the RFP

Project Schedule and Effort, including proposed fee matrix (20 Points)

- Detailed work schedule
- Time task matrix including allocation of hours to the Project Manager, Senior Staff (including QA/QC) and Technical Support Staff to meet the project objectives.
- Availability of Proponent to work within the Project's scheduling requirement
- Ability to provide all services in a timely manner
- Value-added services within the scope of the services required
- Incorporation of innovation into the approach methodology
- Fee Matrix

Oral Presentation and Interview (25 Points)

- Oral Presentation and Interview if required

5.1 Proposal Scoring

Once the City has established that the Proposal is compliant with the requirements of the RFP, the overall Proposal score will be evaluated based on a weighting of 75 maximum points for the Proposal score, excluding the Oral Presentation and Interview.

Any Proponent who fails to achieve a minimum score of 45 out of 75 points (60%) on its Technical/Management written Proposal will be disqualified from this RFP, will not be entitled to proceed to the Oral Presentation and Interview stage of the Technical/Management Proposal evaluation, and will have their Fee Proposal returned to them unopened.

Proponents must achieve a minimum score of 60% (60 points) out of the 100 points allocated to the Technical and Management Proposal. If any Proponent does not achieve a score of 60 points following evaluation of its Technical and Management Proposal, the Proposal will be rejected.

Once a Successful Proponent has been assigned, the City will debrief each Proponent relative to its submission and general evaluation results. The scores will be published to each Proponent.

6 SELECTION PROCESS

The Proponent is urged to ensure that their Proposal is submitted in the most favorable terms in order to reflect the best possible potential, since less than best potential could result in exclusion of the Proposal from further consideration.

An Evaluation Team comprised of representatives from the City will evaluate responses to the RFP.

All Proposals shall be submitted by the Proponents on the understanding that the Proposals shall become the property of the City and may be made public by the City after appropriate consultation with the Proponent involved.

A determination of non-compliance (omitted or unacceptable items) of the Proposal may result in disqualification of the submission from further consideration.

6.1 Award

The City reserves the right to accept or reject the highest scoring Proposal, or any or all Proposals received, and the right to conduct a subsequent request for proposal process. Additionally, the City may accept or reject any part of the Proponent's submission. Proposals that do not provide all of the information required for the products and services proposed may not be considered.

Provided that at least one of the Proposals received meets the approval of the Evaluation Team, a recommendation of Contract award will be made on the basis of the evaluation, and the City will enter into negotiations with the Selected Proponent in accordance with the process specified in Section 2.18 – Negotiations.

If negotiations are successful, a Contract will be awarded to the Successful Proponent. All awards are subject to the approval of the City Council and the availability of funds. The award of the Contract is also conditional on the Consultant executing the Contract, in a mutually agreeable form based on the Consultant's Consulting Services Agreement as modified in a review by the City and its legal counsel, within 30 days of notification of award. If the Consultant fails to execute the Contract within 30 days of notification of award, the contract shall be void and the City may enter into negotiations with another Selected Proponent.

No announcement concerning the Successful Proponent will be made until a complete report is prepared and approved by the appropriate bodies.

Upon approval of the Evaluation Team's recommendation by the appropriate City Council, and upon successful completion of negotiations and execution of a Contract, a blanket purchase order will be issued to the Successful Proponent after all the required documents noted in the RFP are received in a form acceptable and satisfactory to the City in its sole discretion.