



REQUEST FOR PROPOSALS

TITLE: Raw Water Transmission Project
Town of Johnstown, Colorado

ISSUED ON: **5/20/2022**

PROPOSALS DUE: **6/16/2022**

TENTATIVE AWARD DATE: 7/18/2022

COMPLETE PROPOSAL CAN BE FOUND ON
<https://johnstown.colorado.gov>

Address:

450 South Parish Ave
Johnstown, CO 80534

RFP Contact: Doug Gossett, Civil Engineer II
Email Address: DGossett@johnstownco.gov
Telephone Number: 970-829-7878

RFP - SOLICITATION
Raw Water Transmission Project

The Town of Johnstown, Colorado is requesting proposals from consulting firms with demonstrated experience in raw water and distribution projects involving modeling, capacity analysis, and land acquisition. This RFP is for the design, land acquisition, bidding and construction phase engineering and observation services for an approximately 11 mile 24”- 48” diameter Raw Water Transmission Main to expand the Town’s current raw water supply to the Water Treatment Plant. All proposals in response to this RFP will be due no later than June 16, 2022 at 3:00 pm. Services to be provided are detailed in the Scope of Services and include:

- 1. Task 1 – Conceptual Planning Phase**
- 2. Task 2 – Design Phase**
- 3. Task 3 – Bidding Phase**
- 4. Task 4 – Construction Phase Engineering and Observation**

This Request for Proposals (“RFP”) outlines the existing program, provides a general description of services anticipated, specifies submittal requirements, identifies selection criteria, and explains the selection process. A response to this RFP (a “Proposal”) should serve as a complete and detailed approach to providing the required services (the “Services”). The RFP and resulting agreement are intended to be comprehensive (i.e., separate proposals for any single portion of the Services will not be considered).

The objective is for entities responding to this RFP (“Respondents”) to submit sufficient information to allow the Town to select a consultant to enter into a contract with full service commencing July 31,2022. Proposals should serve as a complete and detailed approach to the management and delivery of the Services.

Questions

Questions regarding RFP requirements are due to Doug Gossett, Civil Engineer II, in writing at DGossett@johnstownco.gov by **3:00pm MT on 6/8/2022**. Responses to questions, and any other addenda, will be posted on the Town’s website and on the Rocky Mountain E-Purchasing System (RMEPS).

Proposals must be received electronically in the Rocky Mountain E-Purchasing System no later than 6/16/2022 prior to 3:00pm MT. Proposals will be time-stamped by the Rocky Mountain E-Purchasing System upon receipt. The Town will only accept proposals submitted in the Rocky Mountain E-Purchasing System and will not accept hardcopy proposals, or proposals submitted by any other means. If you have questions or need assistance, contact BidNet support at 800-835-4603. After uploading proposal documents, you must click the SUBMIT button. The Town will not accept uploads that are “saved” but not “submitted”. To verify that your proposal was submitted successfully, you may contact BidNet Support or verify via the Bid Management tab in your account that the documents are not in “Draft” status.

Schedule of Events (subject to change)

All times are given in local Colorado time

- RFP Issued: 5/20/2022
- Question Deadline: 6/8/2022 at 3:00pm MT
- Proposal Deadline: 6/16/2022 at 3:00pm MT
- Notice of Award (tentative): 7/18/2022
- Start of Service Term: 8/1/2022

The Town reserves the right to modify or waive any deadline under this schedule as needed. All dates after the RFP response deadline are estimates.

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Section I. Background, Overview, and Goals

A. Background

The Town of Johnstown, Colorado (“Town”) is currently under a design contract with Burns & McDonnell to expand the existing 6.2 million gallons per day (MGD) capacity Water Treatment Plant (WTP) to 12.5 MGD while also planning for a final build out of 21 MGD. The existing WTP is a traditional filter plant with a dissolved air flotation (DAF) pretreatment process. The WTP is supplied raw water through the Home Supply Ditch from 2 locations; Johnstown Reservoir and Lone Tree Reservoir.

The two reservoir systems consist of two separate raw water systems. The raw water system at Johnstown Reservoir consists of a pump station and a $\frac{3}{4}$ mile 18” AC transmission main that is located in an easement through the Carlson Farms and Corbett Glen subdivisions. The raw water system from Lone Tree Reservoir consists of a pump station and an 11 mile 16” ductile iron transmission main located in a permanent easement that was installed from Lone Tree Reservoir to the Water Treatment Plant in the late 1990’s. As part of the State Highway (SH)287 construction project the raw water transmission main was required to be lowered and encased with a 30” pipe. Conversations with the Contractor that constructed the SH287 lowering indicate there may be potential for the Town to collaborate with Berthoud to utilize a number of casing installation that were a minimum of 24” in size as part of the project.

The transmission lines and the pump stations limit the capacity of the Town’s raw water supply systems which restricts the Town’s water treatment capacity. The most important goal of this project is to construct a new pipeline and the associated systems to meet and deliver the future raw water needs of the community to the WTP. Figure 1 shows a general location of the existing raw water line from Lonetree Reservoir to the Towns Water Treatment Plant.

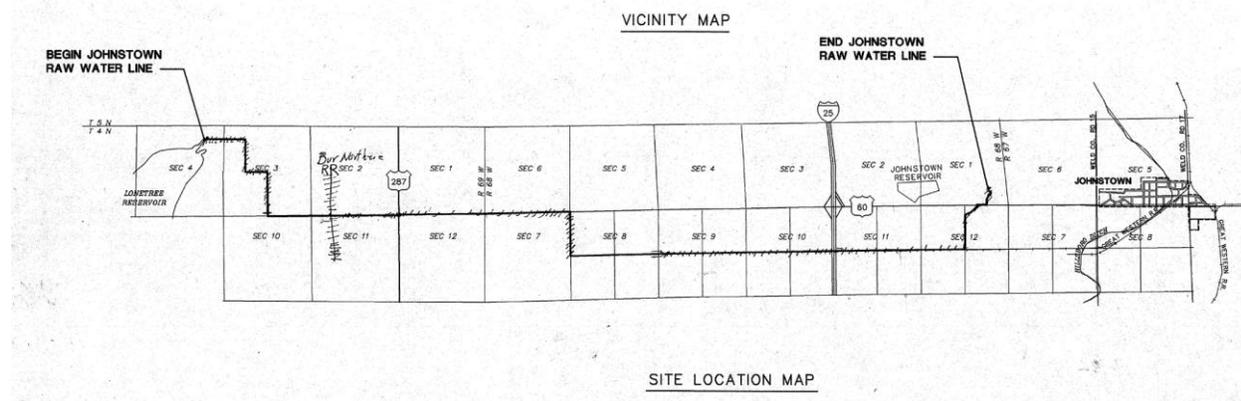


Figure 1: Vicinity Map

The Town has recently upgraded the existing pump station at Lone Tree Reservoir and those plans will be provided to the awarded bidder. The Town anticipates that additional modifications will be required to upgrade the existing pumps to meet the needs of the Town as it continues to grow.

B. Overview

The Town is requesting proposals from consulting firms with demonstrated experience in raw water and distribution projects involving modeling, capacity analysis, and land acquisition. This RFP is for the design, land acquisition, bidding and construction phase engineering and observation services for an approximately 11 mile 24" - 48" diameter Raw Water Transmission Main to expand the Town's current raw water supply to the Water Treatment Plant. All proposals in response to this RFP will be due no later than June 9, 2022 at 2:00 pm. Services to be provided are detailed in the Scope of Services and include:

- 1. Task 1 – Conceptual Planning Phase**
- 2. Task 2 – Design Phase**
- 3. Task 3 – Bidding Phase**
- 4. Task 4 – Construction Phase Engineering and Observation**

C. Goals

The Town's goal of this project is to increase the capacity of the Town's existing raw water supply from its various sources to the existing water treatment plant to meet the treated water demand.

Section II. Scope and Requirements

A. Scope of Services

Task 1 – Conceptual Planning Phase

- Survey and provide to the Town a digital file GIS and KMZ file and report of the Town’s existing raw water pipeline from Lone Tree Reservoir to the current WTP. The report should include observations of any structures or impediments within the Town’s permanent easement, including parcel number and County location (Larimer or Weld).
- Consultant shall conduct a condition and capacity assessment of the Town’s current raw water system to determine the limitations and needs of the existing system. The following are the components that require evaluation:
 - Lone Tree Reservoir available capacity
 - Lone Tree Reservoir Intake and Pump Station
 - Lone Tree Reservoir Ditch Diversion
 - 16” Transmission Main from Lone Tree Reservoir to the WTP
 - Johnstown Reservoir Intake and Pump Station
 - Johnstown Reservoir available capacity
 - 18” Transmission Main from Johnstown Reservoir (Town Lake) to the WTP
 - Chapman Reservoir Bathymetric Survey
- Determine capacity and sizing needs for a new raw water line to supply the new water treatment plant with water for full build out of the new water treatment plant of 21 MGD
- Provide conceptual layout options for the location of the raw water transmission line evaluating the best alignment focusing on minimizing installation, ditch and infrastructure crossings, and land acquisition costs evaluating the following options:
 - A. Second raw water transmission main from Lone Tree Reservoir
 - B. Installation of a raw water transmission main from Chapman Reservoir
 - C. Combination of options A & B
 - D. Utilization of the existing raw water pipeline easement for a second pipeline
 - E. Other options not identified based on Town’s raw water portfolio
- Evaluate best option to bring the raw water to the new Water Treatment plant based on condition and capacity assessment and collaboration with the Town’s WTP design engineer.

- Task 1 Services shall be divided into the following general tasks. Please note additional tasks may be necessary to execute the project successfully and shall be clearly defined in scope section of submitted proposal:
 1. Project Initiation
 - a. Coordinate meeting(s) to review recommendations/requirements of the project to arrive at a mutual understanding of the proposed project scope
 - b. Perform research and data collection as needed for conceptual layouts
 - c. Kick-off meeting
 - d. One (1) site meeting, prior to development of Conceptual Drawings
 - e. Coordination meetings with Water Resources and Water Treatment Plant design team
 2. Conceptual Planning Phase
 - a. Prepare Conceptual Raw Water Transmission Layout Options including scope of design work required for each option.
 - b. Provide a high level of probable construction cost for each layout including an appropriate contingency.
 - c. One (1) review meeting with Town Staff after submittal of Conceptual Raw Water Transmission Layouts to receive comments and discuss design progress, schedule, and costs.

Task 2 – Design Phase

- The Consultant shall provide design services for the selected raw water transmission alignment and configuration that includes any supplemental infrastructure to control and transmit the water including but not limited to pump stations, back-up generators, surge analysis and modifications to the existing system.
- The Consultant shall provide land acquisition information for the project including but not limited to ROE, survey work, title searches, legal descriptions and exhibits for the new pipeline alignment for required temporary and permanent easements and crossing agreements (CDOT, railroad, Ditch Companies, etc.)
- Providing engineering services to submit and obtain required project permits including but not limited to 1041 permits, 404 permits, Larimer and Weld County Permits. Collaboration with State Dam Engineers office as needed for any Reservoir Dam impacts.
- The Consultant shall prepare plans, specifications, and related contractual documents (Construction Documents) for bidding and construction of the project and as determined through discussions with the Town of Johnstown.
- Consultant shall generate formal minutes for all meetings and distribute to the Town and all parties involved.
- Task 2 Services shall be divided into the following general tasks. Please note additional tasks may be necessary to execute the project successfully and shall be clearly defined in scope section of submitted proposal:

3. Project Initiation
 - a. Coordinate meeting(s) to review recommendations/requirements of the project to arrive at a mutual understanding of the proposed project scope
 - b. Kick-off meeting
 - c. One (1) site meeting, prior to development of Design Drawings
4. 30% Design Phase
 - a. Perform Title Work and ROE Survey for Land Acquisition
 - b. Prepare Design Drawings (30%), Specifications and Costs shall be of sufficient detail to permit review and comment.
 - c. Provide a detailed estimate of probable construction cost for the project including an appropriate contingency.
 - d. One (1) review meeting with after submittal of 30% design drawings to receive comments and discuss design progress, schedule, and costs.
5. 60% Design Phase
 - a. Review and incorporate 30% comments and revisions into Design and Construction Documents.
 - b. Prepare Design Drawings (60%), Specifications and Costs shall be of sufficient detail to permit review and comment.
 - c. Provide a detailed estimate of probable construction cost for the project including an appropriate contingency.
 - d. Draft Basis of Design (BOD) Report
 - e. Draft Permitting Documents
 - f. Draft Legal Descriptions and Exhibits for Land Acquisition
 - g. One (1) review meeting with MVWA after submittal of 60% design drawings to receive comments and discuss design progress, schedule, and costs.
6. 90% Design Phase
 - a. Review and incorporate comments and revisions into the Design and Construction Documents.
 - b. Submit Draft Final Construction Documents and BOD report for approval
 - c. Final Permitting Documents
 - d. Provide a final detailed estimate of probable construction cost for the project by the work included in each Bid Package.
7. Final Design Phase
 - a. Review and incorporate comments and revisions in the Final Design and Construction Documents to be used for Bidding

Task 3 - Bidding Phase Services

1. Provide the following services related to bidding and award of the contract(s):
 - a. Consultant shall provide an electronic copy and one set of reproducible for the Bid Package.
 - b. Assist in the bidding process by attending pre-bid conferences, answering questions submitted by contractors and prepare addendums when necessary.

- c. Review bids submitted by contractors. Prepare bid tab, check references, and forward recommendation to the Town for award.

Task 4 - Construction Phase Engineering & Observation

1. The Consultant shall provide the following Engineering services:
 - a. Coordinate and preside over the pre-construction meetings. Prepare a Project Directory and meeting minutes. Coordinate subsequent project meetings and prepare the minutes of these as needed.
 - b. Coordinate, track, and review all contractor submittals. The Town will be provided digital copies of submittals for record-keeping purposes.
 - c. Answer and respond in writing to contractor questions.
 - d. Review payment requests and make recommendations for payment by the Town.
2. The Consultant shall provide the following on-site construction services:
 - a. Procure, coordinate and review for approval project materials testing.
 - b. Provide daily construction reports.
 - c. Coordinate weekly/monthly construction meetings.
 - d. Observe contractor's daily activities.
 - e. Organize and maintain project files.
 - f. Review contractor Payment Requests against actual construction progress.
 - g. Take daily construction progress photos.
 - h. Confirm and Record Contractor field measurements.
 - i. Communicate with Town regarding contractor tasks and site schedule.
 - j. Create a set of As built/Record drawings for the Town. Provide one electronic and one full sized paper copy to the Town. Provide a GIS and KMZ file of the as-builts for the Town's records.
 - k. Provide a list of assets for the Town's asset management system. The Town will provide the format required for implementation into the Town's asset management system.

B. Period of Award

The effective date and schedule will be outlined in the executed professional services agreement.

C. Minimum Mandatory Qualifications of Proposer

The Town is requesting proposals from consulting firms with demonstrated experience in raw water and distribution projects involving modeling, capacity analysis, and land acquisition. The firm shall demonstrate that they have successfully completed a minimum of five similar projects of which at least one must be in the state of Colorado.

Section III. Proposal Response Format

Following are the response requirements for this RFP. Proposers shall submit the proposal fully and in the order listed in this section. All specific response format items represent the minimum information Proposers must submit. At the Town's discretion, deletions or incomplete responses in terms of content or aberrations in form may render a proposal non-responsive.

Proposal submission will include:

- One Original version of proposal, saved as a single .pdf file.
- If desired: One Public Viewing version of the proposal identified "FOR PUBLIC VIEWING", in accordance with the procedure in Section IV, M of this RFP, saved as a single .pdf file.

Proposals that are at a variance with these submission requirements may not be accepted.

Response Format

The following items must be included in your proposal in the order listed. Deviation may render your proposal non-responsive. Ensure that the proposal is conveyed in a concise, clear, and condensed manner.

1. **Cover Letter** Include a cover letter introducing your company, summarizing your qualifications, and detailing:
 - a. Principal contact person for this RFP, including address, telephone number, email, and website address.
2. **Contractual Exceptions** Any exceptions to this RFP or the Sample Agreement (Attachment A), no matter how slight, must be detailed and provided in the RFP response. Significant exceptions may make your proposal nonresponsive. If variations are not stated in your proposal, it shall be construed that the proposal fully complies with the specifications, terms and conditions, solicitation documents, and attached Sample Agreement. Notwithstanding the above, it is agreed and understood that the Town reserves the right to reject these exceptions if they do not meet its requirements.
3. **Use of Subcontractors/Partners** There may be areas for use of subcontractors or partners in this project. If you are using this approach, your proposal must list:
 - a. The subcontractors/partners.
 - b. Their area(s) of expertise.
 - c. All other applicable information herein requested for each subcontractor/partner.

The Town will contract solely with your company; therefore, subcontractors/partners remain your sole responsibility.

4. **Minimum Mandatory Qualifications** include an itemized description of how your company meets each of the minimum mandatory qualifications outlined in Section II, C. Failure to meet or exceed these requirements will disqualify your response.
5. **Company Information**

- a. Provide the following information: Company Name, Address, Phone Number, and Names of Principals.
- b. Identify the year in which your company was established and began providing the services specified in this RFP.
- c. If you have ever done business with the Town, list the project name, project manager, and project dates.
- d. Provide a comprehensive listing of all the services you provide.
- e. Describe any pending plans to sell or merge your company.
- f. Identify any lawsuits or litigation, past or present, that your firm has been a party to.

6. Evaluation Criterion #1 – Approach to Scope

- a. Discuss your approach, methodology and techniques to complete the work as specified herein. This should be specific, logical and organized. Address your capability to communicate findings and recommendations clearly and succinctly.
- b. Describe any project approaches or ideas that you feel enhance the quality of your services.
- c. Describe your proposed timeline/schedule for the work plan, the time of major events and activities, and a description of deliverables.
- d. Discuss your ability to manage the work plan effectively and assure the successful fulfillment of its duties. Describe how your team will handle quality control.

7. Evaluation Criterion #2 – Company and Personnel Qualifications

- a. Specify the professional staff that you would assign to the Town of Longmont's account by name, title, and work location. Attach brief professional experience and qualifications for each. Identify each individual's roles and responsibilities.
- b. An organizational staffing chart listing the specific staff employees who will be assigned to manage the Program
- c. Identify the person who would be the day-to-day contact for the Town.
- d. How long has your company performed the services requested herein?
- e. Provide information for at least three accounts of similar scope. Include, at a minimum: 1) company name, 2) contact name, 3) phone number, 5) email address, 6) brief description of project scope and value, 7) status of project.

The Town reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.

- f. Describe the company's disaster recovery plan as it relates to the equipment, software, and personnel that would be used to provide the services described in this RFP.

8. Evaluation Criterion #3 – Value/Cost of Efforts

- a. Provide a cost for the services and products broken down per task listed under the Scope of Services. Show a breakdown of all reimbursable expenses required to complete the work, if applicable.

- b. If using subcontractors or partners, list subcontractor or partner costs as separate items.
- c. Provide hourly rates for your company and all subcontractors or partners. These rates will be valid throughout the term of the contract.

Section IV. Evaluation and Selection Process

The Town will conduct the selection process. All Proposals will be reviewed and evaluated by a Selection Committee named by the Department Head responsible for overseeing the bid. Outside agencies may participate in the review process as well. The Selection Committee will contact references provided with the Proposal. The Town reserves the right to request clarification or additional information from individual Proposers.

The Selection Committee will select the Proposal and Proposer deemed to be the best value for the Town, in the Town's sole discretion. In addition to the criteria stated here, the Town's determination may consider, without limitation, the Bidder's financial resources, ability to comply with all legal and regulatory requirements, ability to perform the work and complete the project on time, history of performance, reputation, ability to obtain necessary equipment, data, and facilities, and any other factor deemed important by the Town, including location within the Town.

Proposal will be evaluated based on the information provided to meet the evaluation criteria provided in Section III.

The Selection Committee may select a short list of finalists to present their concepts to the Selection Committee. As part of the evaluation process, the Town may interview some, but not necessarily all, of the Proposers. The Selection Committee may present proposals and make recommendations to the Town Council (including without identifying the Proposer). Presentations from Proposers directly to the Town Council are not anticipated.

With input from the Town Council, the Selection Committee will select the Proposal determined to be the best value by the Town in its sole discretion and commence negotiation with the selected Proposer. Selection of any Proposer and execution of the Agreement is dependent on approval in accordance with applicable Town laws and policies, including approval by the Town Council, and the Town's receipt of any required Certificates of Insurance and applicable endorsements. If an agreement cannot be reached with the selected Proposer, the Town may initiate negotiations with another Proposer, cancel the RFP, or take any other action available.

Section V. Administrative Information

A. Process Subject to Purchasing Policy

The Request for Proposal process shall be conducted subject to the Purchasing Policies section of the Financial Policies published April 2022.

B. Issuing Department

The Towns Civil Engineer, Doug Gossett is to be the sole point of contact concerning this RFP. Proposers shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.

C. Governing Laws and Policies.

Procurements are governed by state law and the Town's Purchasing Policies further establish requirements for the Town's purchasing activities. Proposer shall familiarize themselves with the provisions of the laws of the State of Colorado and the Federal Government, and with all local laws and all regulations made which are pertinent to the proposed work and shall comply with the same.

D. Equal Opportunity

Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, or national origin, or other reason prohibited by applicable federal, state or local law, ordinance or regulation. Proposer shall abide by all federal laws in effect during the Agreement period which govern Equal Opportunity Employment.

E. Conflict of Interest

No officer, employee or official of the Town shall participate in a transaction, contract, activity, or service of the Town which has a direct or predictable effect on their financial interests or the financial interests of an immediate family member. This also applies to subcontracts with the Town. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the Town of Johnstown is prohibited.

F. Official Means of Communication

All official communication from the Town to Proposers will be via postings on an electronic solicitation notification system, the Town's website and/or Rocky Mountain E-Purchasing System (RMEPS), bidnetdirect.com/. The department head responsible for overseeing the RFP will post notices that will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of award. It is incumbent upon Proposers to carefully and regularly monitor the RMEPS for any such postings. In addition, the Town may send communications to attendees of the pre-bid conference via email.

Inquiries

Prospective Proposers may make written inquiries by email before the written question deadline concerning this RFP to obtain clarification of requirements. The Town will not accept inquiries after the deadline. Send inquiries regarding this RFP to:

Email: DGossett@johnstownco.gov

Subject Line: RFP-Raw Water Transmission Project

The Town will publish responses to Proposers' inquiries as an addendum on RMEPS in a timely manner. Proposers cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFP.

Should any interested proposer, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the department head responsible for overseeing the RFP of such matters immediately upon discovery.

G. Local Purchasing Preference

If a local bidder is within five (5%) percent of the lowest bid from an out of town bidder on a construction or other formally bid project from \$0.00 - \$4,999.99, two (2%) percent on such project(s) from \$5,000.00 up to \$999,999.99, and within one percent on such project(s) from \$1,000,000.00 up to \$5,000,000.00, then the local bidder will be awarded the bid unless otherwise provided in this section.

The local purchasing preference policy shall not apply in the following instances:

1. When purchases and/or contracts are funded in whole or in part by federal funds;
2. When purchases are more than \$5,000,000.00;
3. When purchases are not required to be formally bid, such as sole source procurements, emergency procurements and any other such procurements as defined in the Town procurement policy or the Town emergency management policy;
4. When professional services are procured through the issuance of requests for qualifications and/or requests for proposals, including design-build contracts; or,
5. When such preference is in conflict with any applicable state or federal laws, rules or regulations.

The local purchasing preference policy shall not apply to private construction projects financed with public assistance, including, but not limited to, tax increment financing, redevelopment projects and enterprise zone redevelopment.

"Local" is defined as a business operating within the corporate limits of the Town of Johnstown, with the majority of its primary business operations, including, but not necessarily limited to, production, operation, purchasing, billing, marketing, management, administration and ownership, occurring within the town limits. "Local" shall not include the following:

1. Those businesses with only a local Johnstown post office box;
2. Those businesses with a sales presence in the Town, but no physical business location within the Town limits.

Home based businesses that merely take orders for products shipped from out of town to their customers. Exceptions will be considered on a case-by-case basis when a written request is submitted to the Town Manager.

Notwithstanding the foregoing, the local bidder must otherwise meet all qualifications and procurement policy requirements of the Town, including, but not limited to, the “best bid” requirements, in order to be awarded a bid under this section.

H. Insurance

The awarded proposer will be required to, at its own cost, secure and continuously maintain through the term of the Agreement the minimum insurance coverages listed below, with forms and insurers acceptable to the Town. In addition, the awarded proposer will be required to maintain such coverages for the insurance listed in paragraphs 1, 2, 3 and 4 below for two additional years.

1. General liability. The selected Proposer shall maintain including contractual liability, of at least \$1,000,000 per each occurrence plus an additional amount adequate to pay related attorney's fees and defense cost. Coverage shall include bodily injury including accidental death, property damage, personal injury, and contractual liability.
2. Comprehensive Automobile Liability with minimum limits for bodily injury and property damage coverage of at least \$1,000,000 per each occurrence plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of awarded Proposers owned, hired or non-owned vehicles assigned to or used in performance of the Agreement.
3. Professional Liability/Errors and Omissions. The selected Proposer shall maintain errors and omissions insurance in the amount of \$1,000,000.
4. Workers' Compensation & Employer's Liability: The selected Proposer shall maintain the following during the life of the Agreement for all employees engages in services performed under the agreement
 - a) Workers' Compensation insurance with statutory limits as required by the Workers' Compensation Act of the State of Colorado.
 - b) Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee.

The Town, its officers, agents and employees shall be named as additional insureds on the selected Proposers general liability and comprehensive automobile liability insurance policies to ensure coverage on any claims arising out of services performed under an Agreement. The required professional liability and workers' compensation policies or coverages shall not contain endorsements including the Town, its officers or employees as additional insureds.

As evidence of the insurance coverages required by the Agreement, before beginning work under the Agreement, the awarded proposer shall furnish certificates of insurance certifying that at least the minimum coverages required here are in effect and specifying the liability coverages. The certificates of insurance shall show the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement: “The insurance evidenced by this Certificate will not reduce coverage or limits and will not be cancelled, except after thirty (30) days written notice has been received by the Town of Johnstown.”

Only insurance written by insurance companies authorized to do business in Colorado complies. If awarded proposer is self-insured under the laws of the State of Colorado, awarded proposer shall provide appropriate declarations and evidence of coverage.

Awarded proposer shall not cancel, change, or fail to renew required insurance coverages. Awarded proposer shall notify Town of any reduction or exhaustion of aggregate limits, which the Town may deem to be a breach of the Agreement.

In case of the breach of any provision of the Insurance Requirements, the Town, at its option, may take out and maintain, at the expense of the Proposer, such insurance as the Town may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Proposer under an Agreement.

In the event any work is performed by a subcontractor, the selected Proposer shall be responsible for any liability directly or indirectly arising out of the services performed under an Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

I. Confidential/Proprietary Information

The Town of Johnstown is subject to public information laws, which permit access to most records and documents. The Town neither requests nor encourages the submission of confidential/proprietary information in response to this RFP. All proposals will be confidential until the Town awards and fully executes an Agreement with the successful Proposer. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for the material that is proprietary or confidential.

Proposers can make a request for confidentiality to the Department Head responsible for overseeing bids if the submission is in accordance with the following procedure. This is the *sole responsibility* of the proposer. The Department Head is not required to attempt to cure any information that is at a variance with this procedure, and the Town may not give the proposer an opportunity to cure any variances after proposal submission. **The Town will not consider a proposal in its entirety nor proposal price information to be confidential/proprietary.** Proposers with questions about the application of this procedure should direct inquiries to the Department Head listed in this RFP.

Procedure for Submitting Proprietary or Confidential Information:

1. The proposer will submit one additional complete proposal clearly marked "FOR PUBLIC VIEWING." In this version of the proposal, the proposer will black out all text and/or data that it wishes the Town to consider confidential and denote the information as "proprietary" or "confidential".
2. A written description will accompany the "FOR PUBLIC VIEWING" copy of the proposal identifying the material that the proposer considers proprietary or confidential. Specific reasoning for why each item is to remain confidential, other than recitation of a specific state or federal statute, is required.
3. When a proposer submits a "FOR PUBLIC VIEWING" version of their proposal, that version will be open to the public while the Town will maintain the original version of the Proposers proposal as confidential material.

The Department Head may declare a proposal that is at variance with this procedure non-responsive and such proposal may not be considered.

J. Addenda

Any explanations or corrections shall be made as Addenda to the documents and shall be published on RMEPS for all prospective Proposers. Oral explanations and interpretations made prior to the Proposal Due Date and Time will not be binding.

K. Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by the proposer prior to the established due date and time.

L. Acceptance of RFP Terms

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person legally authorized to execute contractual obligations on behalf of the proposer shall indicate acknowledgment of this condition. A proposal in response to this RFP acknowledges acceptance by the proposer of all terms and conditions as set forth herein. The proposer shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. The Town will deem a failure to waive any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

M. Acceptance of Proposal Content

The contents of the proposal (including persons specified to implement the project) of the awarded proposer shall become contractual obligations into the Agreement award. Failure of the awarded proposer to perform in accordance with these obligations may result in cancellation of the award and the Town may remove such proposer from future solicitations.

N. RFP Cancellation

The Town reserves the right to cancel this RFP at any time, without penalty.

O. Negotiation of Award

In the event that the Town only receives one responsive proposal, the Town reserves the right to negotiate the award for the services with the proposer in lieu of accepting the proposal as is.

P. Agreement

A sample copy of the Agreement the Town will use for the services specified in this RFP is included as Attachment A for your review. The Agreement is only a sample and Proposers are not to complete it at this time. Please note in your proposal any requests for exceptions and modifications to the Agreement. Significant exceptions or modifications to the Agreement may be reason for considering a proposal nonresponsive.

Q. Proposals

1. **Irregular Proposals:** Proposals may be rejected if they show any omission, alteration of form, additions not called for, conditional Alternates, or irregularities of any kind which, in the opinion of the Town, tend to make the proposal indefinite or ambiguous. The Town will reject proposals with prices which are obviously unbalanced as determined by the Department Head responsible for overseeing the bid. Agreements will be awarded only to responsible Proposers capable of performing the class of work contemplated.

2. **Collusion:** Proposals will be rejected if there is reason for believing that collusion exists among the Proposers.

3. **Qualification of Proposers:** For certain projects, the Town may require potential Proposers to submit information regarding the Proposers qualifications in addition to the information provided in the Proposal Submittal documents. The requirement for such information will be identified in the Request for Proposal or elsewhere in the Proposal Documents. Any information requested by or on file with the Town may be used to qualify or disqualify potential Proposers.

R. Standard of Conduct

The awarded Proposer shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

The Town may request that the awarded Proposer immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the Town.

Agents and employees of the awarded Proposer working in Town facilities shall present a clean and neat appearance. The Town reserves the right to require each employee of the awarded proposer working in a Town facility to wear an ID badge or uniform identifying: the company by name, the first name of the employee, and a photograph of the employee if using an ID badge. In these instances, each employee shall wear or attach the ID badge to the outer garments at all times.

ATTACHMENT A

TOWN OF JOHNSTOWN PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this 4 day of November, 2021 (the “Effective Date”) by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the “Town”) and __, (“Contractor”) (collectively, the “Parties”).

WHEREAS, the Town desires to engage the services of Contractor and Contractor wishes to provide those services more fully described on Exhibit A, attached hereto and incorporated herein by reference (“Services”), for the Town; and

WHEREAS, the Parties wish to memorialize their contractual relationship.

NOW, THEREFORE, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

SECTION 1: PARTIES

1.01 Town. The Town is a home-rule municipal corporation located in Johnstown, Colorado.

1.02 Contractor. Contractor has the background, expertise and education to provide the Services. Contractor is a private, independent business entity who will exercise discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement. Contractor shall use its own judgment and skills in determining the method, means and manner of performing this Agreement. Contractor shall be responsible for the proper performance of this Agreement in accordance with the terms hereof and any and all applicable federal, state, and municipal laws, regulations and orders.

SECTION 2: SERVICES, TERM AND COMPENSATION

2.01 Services. Contractor agrees to perform the Services for the Town.

2.02 Term. Unless otherwise terminated in accordance with Section 5, the term of this Agreement shall be from the Effective Date through Month XX, 20XX, and shall not extend beyond that date absent the written approval of the Town.

2.03 Duties and Compensation. The Contractor’s duties and compensation shall be as set forth on Exhibit A. In the event of a conflict between the provisions in this Agreement and Exhibit A, the provisions in this Agreement shall control. Payment for Services shall be provided to Contractor within thirty (30) days of Contractor providing a detailed invoice to the Town.

2.04 Background Check. The Town may, in its sole discretion, conduct a background check of Contractor. Contractor agrees to execute any forms necessary to facilitate the background check.

SECTION 3: OPERATIONS

3.01 Expenses: Contractor shall not incur any expense or debt on behalf of the Town without the Town’s prior written authorization.

3.02 Federal, State, and Municipal Laws and Regulations. Contractor agrees to abide by all applicable federal, state, and municipal laws and regulations and rules.

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance. Contractor shall maintain and keep in force during the term of this Agreement one or more policies of liability insurance written by one or more responsible insurance carrier(s) authorized to do business in the State of Colorado, which will include protecting and indemnifying the Town in the following amounts:

- a) Comprehensive General Liability - \$1,000,000 combined aggregate
- b) Workers Compensation – as required by law

Contractor shall furnish to the Town appropriate certificates of coverage for such insurance. The Town shall be included as an additional insured on the contractor’s liability policy. The insurance may not be canceled without at least fifteen (15) days’ advance written notice to the Town. Any required deductible or co-insurance amount shall be paid by the Contractor.

4.02 Damage and Indemnity. Contractor assumes full responsibility for any and all damages caused by Contractor’s exercise of its activities under by this Agreement. Contractor agrees that it will at all times protect, defend and indemnify and hold harmless the Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys’ fees), arising from or related to loss or damage to property or injury to or death to any persons resulting in any manner from the actions or failure to act of Contractor or any invitees, guests, agents, employees or subcontractors of Contractor, whether brought by any of such persons or any other person arising from Contractor’s activities as authorized by this Agreement.

SECTION 5: TERMINATION

5.01 Termination. The Town or Contractor may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Contractor. Notwithstanding the foregoing, if the Town terminates this Agreement for cause and determines that a notice period is not in the best interests of the Town, the Town may terminate this Agreement by providing written notice to Contractor effective immediately.

SECTION 6: INDEPENDENT CONTRACTOR

6.01 Independent Contractor. Contractor understands and agrees that Contractor is an independent contractor and not an employee of the Town. The Town shall not provide benefits of any kind to Contractor. The Town shall not be responsible for withholding any portion of Contractor’s compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers’ compensation, or other taxes or benefits. CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE TOWN. CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON

MONEYS PAID PURSUANT TO THIS AGREEMENT. As long as there is not a conflict of interest with the Town, Contractor may engage in any other lawful business activities during the term of this Agreement.

SECTION 7: NOTICE

7.01 Notices. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested as follows:

TO THE TOWN:
Town of Johnstown
Attn: Town Clerk
450 S. Parish Avenue
Johnstown, CO 80534
Email: dseele@townofjohnstown.com

TO CONTRACTOR:
Attn:
Company:
Address:
Email:

The addresses for notices may be changed by written notice given to the other Party in the manner provided above. Notice may also be sent via e-mail delivery and shall be effective upon confirmation of receipt of the email.

SECTION 8: MISCELLANEOUS

8.01 Time. Time is of the essence of this Agreement and of each covenant hereof.

8.02 Non-Appropriation of Funds. Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

8.03 Worker Without Authorization. Contractor shall comply with the statutory provisions prohibiting employment of workers without authorization, as set forth on Exhibit B, attached hereto and incorporated herein by such reference.

8.04 Assignment; Third Party Rights. Contractor may not assign, delegate or subcontract any part of its rights, duties or obligations under this Agreement. The Parties do not intend to confer any benefit hereunder on any person or entity other than the Parties hereto.

8.05 Amendment. This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.

8.06 Severability. If any part, term or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the

event any state or federal governmental agency or court authoritatively determines that the relationship between the Town and Contractor is one of employment rather than independent contractor, this Agreement shall become null and void in its entirety.

8.07 Waiver. No consent or waiver, express or implied, by a Party to or of any breach or default by the other Party in the performance by the other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the non-defaulting Party. Failure on the part of any Party to complain of any act or failure to act or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.

8.08 Governmental Immunity. The Parties agree that the Town is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.09 Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, State of Colorado.

8.10 Mediation. In the event of any dispute arising under this Agreement, except in the case of injunctive relief as set forth in Paragraph 8.11, the Parties shall submit the matter to mediation prior to commencing legal action and shall equally share the cost of the mediation.

8.11 Right to Injunction. The Parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Town under the Agreement are of a special, unique, unusual and extraordinary character which gives them a peculiar value, the loss of which may not be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement may cause the Town irreparable injury and damage. The Contractor agrees that the Town, in addition to other relief at law, shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor.

8.12 Costs and Attorney's Fees. If any judicial proceedings may hereafter be brought to enforce any of the provisions of this Agreement, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

8.13 Entire Agreement. The provisions of this Agreement represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations and agreements, whether written or oral.

8.14 Public Official Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town.

8.15 No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in

connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

8.16 Headings. The headings in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

[Remainder of page intentionally left blank.]

EXHIBIT A

EXHIBIT B

**REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES
PROHIBITING EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION**

Contractor shall not:

1. Knowingly employ or contract with a worker without authorization to perform work under this public contract for services; or
2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this public contract for services.

Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the Department of Labor and Employment program.

Contractor is prohibited from using either the e-verify program or the Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with a worker without authorization, the Contractor shall be required to:

1. Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph 1 of this subparagraph the subcontractor does not stop employing or contracting with a worker without authorization; except that the Contractor shall not terminate the contract with the subcontractor if during such three days that subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department of Labor and Employment is undertaking pursuant to the authority established in subsection (5) of Section 8-17.5-102 of the Colorado Revised Statutes.

IF CONTRACTOR VIOLATES ANY OF THE AFOREMENTIONED REQUIREMENTS, THE TOWN MAY TERMINATE THE CONTRACT FOR BREACH OF CONTRACT. IF THIS CONTRACT IS SO TERMINATED, CONTRACTOR SHALL BE LIABLE FOR ACTUAL AND CONSEQUENTIAL DAMAGES TO THE TOWN OF JOHNSTOWN.