



Purchasing Department
12830 S Redwood Rd
Riverton, UT 84065

801-208-3175

REQUEST FOR PROPOSAL #235-23

PURPOSE OF REQUEST:

The purpose of this Request for Proposal, hereinafter referred to as RFP, is to enter into a contract with a qualified firm to provide Public Relations/Installation Inspection services for the Riverton City Secondary Metering Project. The selected firm will work with City staff and Installation Contractor(s) to provide Public Relation/Installation Inspection services for a citywide secondary water meter installation project.

RESPONSE DATE AND LOCATION:

Offers must be received by 2:00 PM on March 14, 2023.

Offers may be electronically submitted at ccalvert@rivertonutah.gov. The reference number for this RFP is #235-23. Any proposal that is received after this due date and time will be returned unopened to the proposer. All proposals and communications relative to this proposal must bear RFP 235-23. If it becomes necessary to revise the RFP in whole or in part, an addendum will be provided to all proposers on record who received the original RFP.

ADMINISTRATIVE GUIDANCE:

The information provided herein is intended and designed to provide those interested in responding sufficient basic information regarding minimum requirements. It is not intended to limit a proposal's content or exclude any relevant or essential data therefrom. **Proposers are at liberty and are encouraged to expand upon the scope of work to evidence service capability under any agreement.** The city **will not** be liable for any costs proposers may incur in the preparation or presentation of this proposal.

Proposals of the successful firm shall be open to public inspection for a period of ninety (90) days after the announcement of the selection of the auditor. Proposals of those who responded but are not awarded contracts shall not be open to public inspection.

PROPOSAL CONSIDERATION:

An evaluation team will evaluate the submitted proposals. The city reserves the right to: 1) reject any or all proposals, or to make no award; 2) require modifications to initial proposals; 3) negotiate or 4) make partial or multiple awards. The city further reserves the right to excuse technical defects in a proposal when, in the sole discretion, such excuse is beneficial to the city.

The city may award based on initial proposals received, without discussion of such proposals. If required by the city, a short list of consultants may be invited to make presentations to the evaluation team, planning commission and/or other city personnel as deemed appropriate. To the extent permitted by law, all documents submitted as part of the consultant's proposal will be deemed by the city as confidential during the evaluation process, and until selection of finalists. There shall be no disclosure of any consultant's information to a competing consultant prior to award of the contract. The contract shall be considered awarded only upon the effectiveness of official action of the city council.

BACKGROUND:

The City, in an effort to conserve secondary water, has determined to install meters at all secondary connections throughout the City. In 2020 the city completed phase one/year-one of a three phase/three-year installation of secondary meters. The project was suspended for two years and now the City is ready to resume the installation of secondary meters. The estimated quantity of the remaining meters to be installed is nearly 6,800. The installation of the remaining meters will be spread over two construction seasons (two years). The improvements, with various nuances and field condition differences have been developed into a construction bidding package and the construction installation has already been bid. Approximately one third of the City is targeted to receive new meters (approximately 3,285 meters) in this construction season. The construction installation is scheduled to begin towards mid-April. Allowed work hours for the construction installation is Monday through Saturday 7 AM to 7 PM and work outside of these times are to be pre-approved prior to any work being done.

The City desires to complete installation of this year's contracted meters prior to the end of the irrigation season (October 15, 2023). It is anticipated that a significant number of residents will be keenly interested in the project and will want to have input when work is being performed in their yard, or at their connection to the pressurized secondary irrigation system. Also, the city requires the meters are install properly and restoration of the surface is completed. For this reason, the City is requesting Public Relations and Inspection Services to assist with the project, provide professional informational services, experienced public involvement, public outreach capabilities and meter installation inspections.

TERMS OF CONTRACT:

The agreement will be in accordance with requirements set forth in the scope and terms of this RFP. All provisions of the agreement must be in compliance with established State and Local laws and ordinances of the State of Utah and its political subdivisions.

Any contract or contracts that may arise from this request, will include the following: Contract may be terminated at any time by either party with advance written notification of at least 30 calendar days.

SCOPE OF SERVICES:

The City requires assistance to manage the public involvement, public outreach and meter installation inspection for the Secondary Metering Project and is requesting public relations and inspection services from interested firms capable of providing such services. The Riverton City Secondary Metering Project as described herein consists of two construction seasons to install approximately 6,800 secondary water meters. This solicitation is for services throughout this construction season, and upon successful completion and an exceptional performance throughout this season, may be renewed for subsequent construction periods. The consultant/proposing firm (proposer) will prepare and deliver a complete proposal outlining the public relation and inspection services proposed by the firm and shall describe the public involvement, public outreach efforts, inspection services, and any other services to be provided for this project and shall include, but not necessarily be limited to, the services outlined below:

- 3.1 COORDINATION & ON-SITE MEETING(S): It is anticipated that due to the volume of meters being installed and the number of public relation (residential) issues that will arise from this project, periodic coordination meetings will be necessary – with the installation contractor(s), as well as with City staff and personnel.
- 3.2 SOCIAL MEDIA PREPARATION & INFORMATION DISSIMINATION: The proposer shall assist the City by developing a public involvement plan that can be posted on the City web page as well as on social media for the City. Other formats of notifications may also be necessary.
- 3.3 PHONE RECEIPT/RESPONSE: The anticipated volume of phone calls from residents concerning their meter installation requires that the Public Relations/Inspector provide phone assistance and management, along with direct coordination with the contractor(s) involved, along with the appropriate action and follow-up. At a minimum, responses to the resident must be made within 24 hours. The City will require a log be kept of all communications with residents, showing when a call came in, when the resident was contacted, a narrative of the complaint and the action taken, if any.
- 3.4 INSPECTION AND ACCEPTANCE ON THE INSTALLATION OF THE METERS: Approximately 20 meters will be installed per day. The Installation Contractor(s) is to make sure the meter stop valve is in the off position after installing the meter. When water main is ready to be

re-loaded the City will operate all main line valves, flush pipe to clean and remove all air. After City Operator determines that all air is out, and water is clean for operation they will pressurize the pipe. At that time the Installation Contractor(s) will turn on all meter stop valves to check for leaks and provide the residents with secondary water service. At that time the Public Relations/Inspector will need to inspect and accept the work. If there are leaks or issues the Public Relations/Inspector will need to coordinate the repair with the Installation Contractor(s). At a later date the Public Relations/Inspector will need to inspect the restoration of the surface. If there are issues or deficiencies the inspector will need to coordinate the completion of the surface restoration. The City will require a log be kept of all communications with the Installation Contractor(s).

The City will require Public Relations/Inspector keep a log of all inspections; the City will provide the inspection log.

The Public Relations/Inspector may be required to GPS all meters installed and provide the data to the City.

- 3.5 OTHER: Other items that the proposer may see or recommend be included in the proposed Scope of Services.

PROPOSAL FORMAT:

Proposals must be concise and in outline format. Please furnish one (1) original copy and one (1) committee member copy of your proposal. Both are to electronic and should not exceed 5MG. The committee member copy is not to include pricing, do not include anything regarding pricing in the committee member copy; only purchasing will know the pricing during the scoring, committee members will not know the pricing. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections. If they are not, they may be rejected. Each tabbed section must clearly and fully address the subject and be understandable. Failure to do so will negatively impact the evaluation of your submitted RFP. Proposals should be long enough to expand on the qualifications and experience; however, lengthy, encyclopedic RFPs are not encouraged. Proposals should not exceed twenty (20) pages, including covers, dividers and resumes.

All requested documentation must be included. The proposal must include (in the following order):

- A. Transmittal letter stating the respondent's intent to participate in the contract. The letter of transmittal shall be on official business letterhead and shall include the following:

1. A statement that the respondent will comply with all terms and conditions as indicated in the RFP.
 2. A statement indicating whether the respondent is a corporation or other legal entity.
 3. A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex marital status, political affiliation, national origin, or handicap.
 4. A certification statement to the effect that the person signing the proposal is authorized to do so, on behalf of the respondent.
 5. Names of the key contact persons with their title and telephone numbers. Also, indicate first and second back-up contact persons if the person signing the proposal is not available to take a call from the City.
 6. Name and complete mailing address of the respondent along with telephone number, e-mail address, and fax number.
- B. Comprehensive RFP response including all requested information and documentation. Proposals shall also include a copy of current billing rates for key personnel. The proposal response shall include at a minimum the following sections:
1. Executive summary (two pages maximum).
 2. Organizational chart showing the team involved including individual members, all organizations, relationships, and breakdown of responsibilities, and the percentage of work that is expected to be performed locally. Indicate other offices/locations that might provide services along with a percentage of work to be performed at those locations.
 3. Proposer Qualifications: This section should describe the proposer's experience on similar projects, including the individual team members' involvement on the specific projects described. Project information, such as photographs, flow charts, diagrams, plans, etc. are acceptable for presentation here. Resumes of principals and other key staff scheduled to participate on the projects should be included. For all major participants, note the approximate full-time equivalent hours to be devoted to the project. Provide a minimum of three references, including name, address and telephone number, of persons who can attest to performance on relevant projects.
 4. Work Plan: This section should describe the methodology and process proposed to be used to complete the Scope of Work defined in Section 3, including any potentially innovative or creative solutions for the project. It should address the proposed schedule for the Consultant's work, identify any proposed strategies to be used to control costs, maximize construction economy and ensure operational effectiveness; describe outputs to be delivered; and identify advantages of the proposal to the City.

5. Provide a summary of three (3) projects or related work that the firm has recently completed. Include similarities in scope of work and other relevant information as it pertains to this RFP. List key personnel and role for each example, as well as client reference contact information and a link to the completed product, if available. A list of additional similar projects beyond three may be provided without the inclusion of summaries.
6. Proposal Cost: Provide hourly rates for the key personnel identified. The hourly rates should be tied to the proposed timeline. Provide a "Not to Exceed" price for completing this year's phase, Phase 2/Year 2, with a separate optional "Not to Exceed" price to GPS all meters installed. Provide a "Not to Exceed" price for completing next year's phase, Phase 3/Year 3 with a separate optional "Not to Exceed" price to GPS all meters installed. The not to exceed pricing is a total overall cost and must include materials, supervision, labor, travel, per diem, insurance, printing, and any other related costs.

EVALUATION CRITERIA:

All proposals will be evaluated and ranked by a review committee. The selected committee members will receive an electronic copy of the submitted proposal, excluding the costs section. The award of the contract shall be based upon the following factors and are listed in order of importance of evaluation.

- Proposed personnel (qualifications) - 30%
- Proposed approach and methodology - 30%
- Experience of consultant/firm (providing similar services) - 20%
- Cost - 20%

The city may at its option interview any one or more firms. The city may require additional information from those firms chosen for interviews.

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

The City may issue Best and Final Offers (BAFO) after the due date and before the award of the RFP to make clarifications in the scope of work, changes to contract terms and conditions and/or clarifications in pricing.

PROPRIETARY INFORMATION:

Proposers are required to mark any specific information contained in their proposal which is not to be disclosed to the public or used for purposes other than the evaluation of the proposals. A declaration must accompany the proposal stating the reasons the information should not be disclosed. Any

proposal that is marked confidential in its entirety will be questioned. Pricing and service elements of the successful proposal **will not** be considered proprietary. All materials become the property of Riverton City and may be returned only at the City's option. Proposals submitted may be reviewed and evaluated by any person, not competing proposers, at the discretion of the City.

ELEMENT INFORMATION:

Reimbursement will not be made for costs incurred prior to a formal award. The proposal must be comprehensive and specify how the firm would complete all of the elements of the "Scope of Services".

SUBCONTRACTING:

The selected firm will agree not to assign or sublet the whole or any part of the contract without the prior written consent of the city.

CHANGES IN SCOPE OF SERVICES:

The city must be contacted prior to any change of scope in the work to be performed after the original contract has been signed which is expected to result in an increase of cost in excess of quoted fees, prior to commencement of the work. An agreed change of scope in the work to be performed shall be documented as a written change order, be accepted by all parties, and made a part of the original contract by addendum.

RESPONSE MATERIAL OWNERSHIP:

All material submitted regarding this RFP becomes the property of Riverton City and will only be returned to the consultant at the city's option. Riverton City has the right to use any or all ideas presented in reply to this RFP. Disqualification of consultant does not eliminate this right.

The City will establish a question and answer sheet for this RFP. Please direct questions concerning this RFP in writing to: ccalvert@rivertonutah.gov

ATTACHMENT 1

Proposal Submittal Cover Sheet

RFP No. 235-23

PROPOSAL FOR A PUBLIC RELATIONS/INSTALLATION INSPECTION SERVICES FIRM – WATER METER PROJECT

TO: Riverton City Corporation Purchasing
Department
12830 South Redwood Rd
Riverton, Utah 84065

The undersigned, having carefully read and considered the Request for Proposal to provide Public Relations/ Installation Inspection Services for the Secondary Water Meter Project, does hereby offer to perform such services on behalf of the City, in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in said proposal.

OFFEROR

Company Name: _____

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

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

PRINCIPAL OFFICE ADDRESS:

Street Address _____

City _____ County _____

State _____ Zip Code _____

Telephone (____) _____ FAX (____) _____

E:mail Address _____

TAXPAYER IDENTIFICATION NUMBER:

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

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

ATTACHMENT "A"
STANDARD CONTRACT TERMS AND CONDITIONS

TERMS OF AGREEMENT

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

INDEMNIFICATION

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

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

DAMAGES

Reports that are due and not received on the date proposed may cause the City to suffer damages. Failure to communicate with residents within the required time may cause the City to suffer damages. Failure to communicate with the installation contractor(s) may cause the City to suffer damages. Failure to inspect the installation of meters in a timely manner may cause the City to suffer damages. The firm will compensate the City in the amount of five hundred dollars and no cents (\$500.00) in each occurrence and for each day or part thereof that expires after the expected time/date proposed for each action for damages, penalties, extra fees and/or losses that the City may incur due to a late response to the required action .

The City shall be entitled to deduct and retain damages out of any money which may be due or become due to the firm. To the extent that the damages exceed any amounts that would otherwise be due the firm, the firm shall be liable for such amounts and shall return such excess to the City.

INSURANCE

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

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

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

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

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

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

Insurance needs to include Project Name with the location and description of the project, and the Project Number and Bid Number (if known). Insurance must name as the certificate holder; Riverton City, its elected officials, appointed officials, officers, employees and volunteers. Coverage is for all operation performed by or on behalf of the named insured.

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

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

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

INDEPENDENT CONTRACT

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

ASSIGNMENT

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

LICENSE

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

WORKFORCE

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

STANDARD OF CARE

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

TAXATION

It is understood and agreed that the contractor shall pay and discharge all license fees, assessments, sales, use, property and other tax or taxes lawfully imposed.

NOTICES

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

Consultant _____

NO OFFICER OR EMPLOYEE INTEREST

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

AFFIDAVITS

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

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

NON-DISCRIMINATION/AFFIRMATIVE ACTION

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

LAW

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

DEFAULT

If either party fails to perform its obligations, the other party may give written notice specifying the nature of the failure, and requesting the defaulting party to remedy it. If the default is not corrected within thirty (30) days of the notice date, the non-defaulting party may pursue the remedy provided herein, and without waiving that remedy, it may terminate this agreement. If the failure reasonably justifies faster action, the notice may require correction within less than thirty (30) days, and the nondefaulting party may take reasonable action to protect its interest. If the failure is one that reasonably requires more than thirty (30) days to correct, the correction period shall be extended beyond thirty (30) days, so long as the defaulting party promptly commences to correct the default and diligently pursues it to completion. In the event either party needs to enforce the terms of this agreement by suit or otherwise, the party at fault shall pay the costs and expenses incident thereto, including a reasonable attorney's fee.

ENTIRE AGREEMENT

This Agreement, together with the attachments hereto, contains the entire Agreement between the parties, and supersedes all prior agreements, and oral or written representations with respect to the

subject matter hereto, and no statements, promises, or inducements made by either party or agents for either party, that are not contained in this written Agreement, shall be binding or valid. This Agreement may not be enlarged, modified, or altered except in writing, signed and dated by the parties.