

# **Request for Proposals**

## **Town of Bayfield Lagoon Decommissioning**

### **Instructions to those who are proposing**

**Name of Project** Town of Bayfield Lagoon Decommissioning

**Locations** **1200 South East Street**

**Deadline for Proposal** Thursday, February 2, 2012 at 12:00 pm - MDT

**Submit Proposal To:** [clamay@bayfieldgov.org](mailto:clamay@bayfieldgov.org) by 12:00 PM - MDT

**Method of Delivery** e-mail

**Contact Person** Chris La May, Town Manager

**Email Address** [clamay@bayfieldgov.org](mailto:clamay@bayfieldgov.org)

**Phone:** 970.844.9544

**Agreement will be administered by the Town of Bayfield**

## **1.0 Scope of Work**

Town of Bayfield requests the submittal of proposals from firms interested in decommissioning wastewater treatment lagoons including:

- Removing all of the sludge within the three lagoons
- Land Applying the biosolids
- Disposing of any trash within the sludge
- Disposing of the pipe and other lagoon structures
- Pushing in the sides of the lagoon and grading the final
- Testing the bottoms of the lagoons and working with the local State CDPHE District Engineer
- Testing the biosolids for land application
- Getting State and federal permits for this process and for a daily land application program the Town may continue to operate upon completion of the decommissioning
- Permitting the new land application site
- Construct, permit and operate dewatering wells.

Some water from the lagoons will be pumped to the treatment plant for treatment within the limits outlined by the Town.

## **2.0 Proposal Submittal**

All proposals must be received according to page one of this RFP. Proposals must be submitted electronically as an attachment to e-mail message.

Late Proposals will not be accepted under any circumstance. Proposing firms will be expected to allow adequate time for electronic delivery of their Proposals. Deadline will be based on the time e-mail is recorded as received.

The Town reserves the right to reject any and all Bids, to waive all informalities and to negotiate contract terms with the Successful Bidder, to disregard all nonconforming, non-responsive or conditional Bids, and to postpone the award of the Contract for a period of time which, however, shall not extend beyond 60 days from the proposal opening date unless a different period is set forth in the Agreement.

### **2.1 Conditions of Proposal Submittal**

1. All proposing firms shall comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejection of the Proposal;
2. No Proposal will be accepted from any person, firm, or corporation that is in arrears for any obligation to the Town or that otherwise may be deemed irresponsible or unresponsive by Town staff or Town Board of Trustees;
3. Only one (1) Proposal will be accepted from any person, firm, or corporation;

4. All rates and fees quoted must be firm for a period of ninety (90) Calendar Days from the Proposal submittal date;
5. The Town reserves the right to reject any and all Proposals or any part thereof. The right is reserved to waive any formalities or informalities contained in any Proposal, and to award the Project to the most responsive and responsible proposing firm as deemed in the best interest of the Town;
6. All Proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material; and
7. All costs, including travel and expenses, incurred in the preparation of this Proposal shall be borne solely by the proposing firm.

### **3.0 Evaluation Criteria**

Proposals shall be evaluated on the basis of the following criteria:

1. Experience of the proposing firm in Projects of similar size, scope, and nature;
2. The degree to which the Proposal meets or exceeds the terms of the Request for Proposal (RFP);
3. Results of reference checks and past performance for other clients;
4. The proposing firm's quoted fee based on the services to be provided;
5. The proposing firm's proposed methods.

### **4.0 References**

Proposers are encouraged to provide references from entities who have purchased similar services from the proposer in the past; however, the Town reserves the right to request references as deemed necessary.

### **5.0 Regulatory Compliance**

All of the work performed by the Contractor shall comply with all applicable laws, rules, regulations, and codes of the United States and the State of Colorado and with the ordinances, and rules and regulations of the Town as well as those items described in Section 12.0 of this Document. Regulatory agencies include, but are not limited to, the following:

1. U. S. - Environmental Protection Agency (EPA)
2. State of Colorado – Department of Health and Environment (CDPHE)

3. Occupational Safety and Health Agency – OSHA
4. La Plata County & San Juan Basin Health
5. Upper Pine Fire Protection District
6. Town of Bayfield

## **6.0 Permits**

Contractor shall be responsible for obtaining any and all permits required for this project.

## **7.0 Site Safety and Security**

Contractor will be responsible for providing a Site Specific Health and Safety Plan (SSHASP).

It will be the responsibility of the Contractor to secure all work areas from unauthorized access. This may include, but is not limited to installation of temporary work-site fencing, signage, and controlled access points. If applicable, Contractor must provide a description of planned security measures.

## **8.0 Clean-Up**

Removal and off-site disposal of any materials shall be completed by the Contractor. The work area shall be left clean of debris and trash associated with the work. There shall be no additional charges for removal and/or disposal of materials.

## **9.0 Storm Water and Erosion Control**

Contractor will be responsible for applying and procuring the SWMP permit.

## **10.0 Utility Location**

Contractor shall be responsible for locating necessary utilities.

## **11.0 Hazardous Materials**

Contractor is responsible for proper handling and/or disposal of any hazardous materials associated with the project.

## **12.0 Times and Methods of Payment**

Progress payments shall be made in proportion to services rendered and shall be due and owing within thirty (30) days of Contractor's submittal of his monthly invoice. Contractor shall submit invoices prior to the twenty-fourth (24th) day of each month for payment the following month. Payment of any invoice that is received after the twenty-fourth (24th) day of each month may be

delayed up to a period of sixty (60) days. If the Town objects to any invoices submitted by Contractor, the Town will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice.

If the Town fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days written notice to the Town, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

### **13.0 Award of Contract**

Within 60 calendar days after the opening of Proposals, unless otherwise stated in the INVITATION TO BID, the Town will accept one of the Proposals and will act in accordance with BASIS OF AWARD, below. The acceptance of the Proposal will be by written NOTICE OF AWARD, e-mailed or delivered to the office designated in the Proposal. In the event of failure of the selected Bidder to sign and return an Agreement, the Town may award the Contract to the next lowest responsible Bidder or reject all bids and negotiate an agreement with any Bidder.

### **14.0 Basis of Award of Contract**

The award will be made by the Town on the basis of the Proposal from the Bidder which, in the Town's sole and absolute judgment, will best serve the interest of the Town. The Town reserves the right to reject any and all bids, to postpone the award of the contract for a period not to exceed 60 days after the bid opening, to waive any informalities or irregularities in the Proposals received, and to accept the Proposal deemed most advantageous to the best interests of the Town.

### **15.0 Execution of Contract**

The successful Bidder shall, within 5 business days after receiving NOTICE OF AWARD, sign and deliver to the Town an executed Agreement. After receiving the signed Agreement from the successful Bidder, the Town's authorized agent will sign the Agreement. Signature by both parties constitutes execution of the Agreement.

### **16.0 Notice to Proceed**

After execution of the Agreement, the Town will issue a NOTICE TO PROCEED to the Contractor, which will state the date the work is to commence. The Contractor will acknowledge receipt of the Notice to Proceed prior to beginning work.

### **17.0 Time of Completion**

The time of completion of the work to be performed under this Contract is the essence of the Contract. The time allowed for the completion of the work is 180 days from NOTICE TO PROCEED.