



City of Billings

Request for Proposals

For

Empire Garage Utility Relocation Engineering Services

210 North 27th Street P.O. Box 1178, Billings, MT 59101



City of Billings

**Request For Proposals
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Section 1: General Information

Request For Proposals (RFP) -- Empire Garage Utility Relocation Engineering Services - CM

THE ABOVE DESCRIPTION AND NUMBER MUST APPEAR ON ALL PROPOSALS AND RELATED CORRESPONDENCE.

THIS IS NOT AN ORDER

RESPOND NO LATER THAN August 8, 2012	RFP INITIATIVE: Empire Garage Utility Relocation Engineering Services	All suppliers must respond in detail to each element of this RFP in order to be considered for contract award. Three copies of the proposals should be mailed to contact person at the address below with the price schedule in a separate sealed envelope.
Proposer Name:		SEND ALL CORRESPONDENCE TO THE CONTACT BELOW City Of Billings 210 N 27 th Street Billings, MT 59101 or City of Billings P.O. Box 1178 Billings, MT 59103 Chris Mallow, Parking Supervisor Email: mallowc@ci.billings.mt.us PHONE: (406) 237-6188 FAX: (406) 247-8608

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Section 2: Objectives

Introduction and Objectives

This RFP is issued by City of Billings for the purpose of obtaining information and pricing regarding Engineering services related to the burial of all utilities adjacent to the Empire Garage site. It is the intent of the City of Billings to review and assess the RFP responses to determine if the response from solicited suppliers can meet the needs of the City of Billings.

Suppliers are expected to provide their best and most competitive proposal.

Attachment F, the Intent to Respond form, must be completed and faxed at least two (2) days prior to the advertised RFP due date.

Section 3: Information for Suppliers

Disclaimer

This RFP does not form or constitute a contractual document. The City of Billings shall not be liable for any loss, expense, damage or claim arising out of the advice given or not given or statements made or omitted to be made in connection with this RFP. The City also will not be responsible for any expenses which may be incurred in the preparation of this RFP. This RFP is not to be construed as a contract or commitment of any kind.

Instructions to Proposers

EXAMINATION OF DOCUMENTS

Before submitting the proposals, the proposer shall:

- (a) Carefully examine the Standards and Specifications as well as all other attached documents;
- (b) Fully inform yourself of the existing conditions and limitations;
- (c) Include with the proposal sufficient information to cover all items required in the specifications.

PROPOSAL MODIFICATIONS

In addition to any other information and documentation requested in this RFP, any forms provided herein shall be included in the submitted proposal. Modifications, additions or changes to the terms and conditions of this request for proposals may be cause for rejection of the proposal. Proposals submitted without required forms may be rejected. No oral, telephone, email, fax or telegraphic proposals or modifications will be considered.



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CERTIFICATION OF ALTERATION OR ERASURE

A proposal shall be rejected should it contain any material alteration or erasure, unless, before the proposal is submitted each such alteration or erasure has been initialed in INK by the authorized agent signing the proposal.

SIGNATURE

All proposals shall be typewritten or prepared in ink and must be signed in longhand by the proposer or proposer's agent or designee, with his/her usual signature. A proposal submitted by a partnership must be signed with the partnership name to be followed by the signature and designation of the partner signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the name and signature of an authorized agent or officer of the corporation. Proposals submitted by a proprietorship must be signed by the owner-and the name of each person signing shall be typed or printed legibly below the signature.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposal either personally or by written request at any time prior to the due date set for receiving proposals. No proposal may be withdrawn or modified after the due date and time, unless and until the award of the contract is delayed for a period exceeding ninety (90) days.

QUOTE VALID

The proposer must honor their quote for a period of ninety (90) days after the RFP due date.

CERTIFICATION

The proposer certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition. The proposer further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

INSURANCE REQUIREMENTS

The proposer certifies that it/they can comply with the City of Billings minimum insurance requirements of Commercial General Liability insurance in the minimum amounts of \$750,000 per claim and \$1,500,000 per occurrence, with the City being named as an additional insured, and Professional Liability Insurance in the amount of \$1,500,000 per claim.

DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP become the property of the City of Billings. Information provided in response to this RFP will be held in confidence and will not be revealed or discussed with competitors. However, one copy of each proposal submitted shall be retained for the official files of the Department and will become public record after award of the Contract. The responses received from this RFP may be distributed, however, by written request pursuant to



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the Freedom of Information Act of 1996. Fee or Price schedules submitted, but not reviewed by the City, do not become a public record and shall only be retained for official files.

The Consultant understands that, if selected, the City reserves the right to provide its opinion publicly and privately regarding the Consultant's performance.

QUESTIONS

Questions regarding the Request for Proposals contents may be sent to the contact person listed in Section 1 via email no later than 2 business days prior to due date for proposals. The City Of Billings will make every effort to provide a written response within 2 business days. Whenever responses to inquiries would constitute a modification or addition to the original RFP, the reply will be made in the form of an addendum to the Request for Proposals, a copy of which will be forwarded to all Suppliers who have submitted an "Intent to Respond" form (Attachment F).

Supplier must submit their questions using the "Master Q & A" form found in **Attachment E**, and provide, at a minimum, the following:

- Supplier's name, requester, and appropriate contact information.
- The question, clearly stated.
- Specific reference to the applicable Request for Proposals section(s).

RFP Submission

Upon the submission of the RFP response, the supplier acknowledges that all information is accurate and complete. In addition, please send three (3) hard copies via mail to the point of contact listed in Section I.

<u>RFP Process Timeline</u>	<u>Dates</u>
RFP/legal ad done:	07/24/12
Advertise:	07/26/12 & 08/02/12
Preliminary Council memo due:	08/09/12
Proposals due by 5:00PM:	08/08/12
Evaluate and choose:	08/10/12
Finalized Council memo and contract due:	08/16/12
Council meeting:	08/27/12

Section 4: RFP Evaluation and Selection Processes

Initial Evaluation

Proposals received will undergo an initial review to determine:

- Compliance with instructions stated in the RFP
- Compliance with proposal submittal date



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Phase II Evaluation

The evaluation of supplier's proposals may include, but is not limited to, the following criteria:

- Experience of Supplier with goods/services required by the City of Billings
- Capacity to assume new business
- Perceived ability to meet the City of Billings requirements
- Total Cost Competitiveness
- Availability (timetable) for providing goods and/or services
- Breadth of services available
- Company's financial stability
- Ongoing support
- Reporting capability
- Quality Control Process
- List of 3 similar projects and project references
- Training
- Compliance with the City of Billings Terms and Conditions
- Price

The City reserves the right to conduct interviews with all or some of the Proposers at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating firms using the above-stated criteria.

The City also reserves the right to make such additional investigation as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

Section 5: Scope of Work

Below is a general outline of the anticipated scope of work. However, the final scope of work will be negotiated with the successful proposer.

Site survey, encompassing those areas not included in current survey scope
Coordination of new private utility trench design as may conflict with existing sanitary/storm sewer utilities.
Conflict may occur with storm/sanitary risers which may require realignment
Private utility trench design and plan (Northwestern Energy, MDU, Zayo, Optimum, Mid-Rivers, Integra, Century Link)
Alley grading design and plan
Pavement design and plan
City approach design and plan
Demolition Plan
Site plan
City street paving section design and plans
Traffic plan (Broadway crossing)
Specifications for above
As-built survey (if required by City)
Bidding documents

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Final record documents

Submit an "Hourly Not to Exceed" fee proposal for aforementioned services, including a matrix of hourly and reimbursable rates for billing purposes.

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ATTACHMENT A

VALIDATION QUESTIONS FOR SUPPLIER

GENERAL INFORMATION

- 1) Company Name
Address:
Contact Name:
Contact Phone:
Contact Email:
Website/URL:
- 2) How many facilities/locations do you have in the U.S? Please list.
- 3) How many years has your company been doing business under this name?
- 4) Total Full-Time Employees.
- 5) What are your standard payment terms?
- 6) References - Please attach a Word[®] document with all contact information for at least the following three references:
 - a) New Company (started doing business with them in the past 12 months)
 - b) Retained Company (have been doing business with them for 3 + years)
 - c) Former Company (contract terminated in the past 2 years)
- 7) Can you provide a statement and meet the City of Billings minimum insurance requirements of, Commercial General Liability Insurance, \$750,000 per claim and \$1,500,000 per occurrence, and the City being named as an additional insured, as well as, Profession Liability Insurance requirement of \$1.5 million per claim?

FUNCTIONALITY

- 1) A certificate of insurance must be provided prior to signing the contract, commencing on the day contract begins. Are you willing to comply with these requirements?
- 2) You must instruct your insurance broker/carrier to notify the City of Billings should your coverage change. Are you willing to do this?

QUALITY AND SERVICE

- 1) Do you have a quality assurance program? If yes, please attach a copy.
- 2) Are your employees required to take a mandatory drug test?

LEGAL ISSUES

- 1) Are there any pending lawsuits against your company? If yes, please explain.

REPORTING

- 1) Can your company provide project reports from past projects, similar in nature, from various phases of that project (i.e. Design, Construction, and Completion)?
- 2) If yes to the previous question, please attach samples of those reports that are currently available.



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ATTACHMENT B

STANDARD TERMS AND CONDITIONS

In case of default by the successful proposer or failure to deliver the goods or services within the time specified, the City Purchasing Agent, after written notice, may procure them from other sources and hold contractor responsible for excess costs occasioned thereby.

The specifications attached to the instructions to proposers establish a standard of quality desired by the City of Billings. Any proposer may submit quotations on any article which substantially complies with these specifications as to quality, workmanship and service. The City of Billings reserves the right to make its selections of materials or services purchased, based on its best judgment as to which articles substantially comply with the requirements of the specifications. This RFP is not to be construed as a contract or commitment of any kind.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of the City of Billings.

No exception to delivery or service dates shall be allowed unless prior written approval is first obtained from the City of Billings.

The contractor warrants all articles supplied under this contract to conform to specifications herein. The contractor will deliver a warranty stating that all articles supplied under the contract are fit and sufficient for the purpose manufactured, merchantable, and free from defects.

The contractor agrees not to be discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The City reserves the right to cancel and terminate this contract forthwith upon giving 10 days written notice to the contractor. (This provision does not apply to the purchase of materials and equipment. A purchase order for materials and equipment is a binding contract.)

Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this contract, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorneys' fees, including fees for in-house attorneys, expended or incurred in connection therewith.

Where applicable, possible or required, the proposer is required to submit descriptive literature, sample material, design sketches and detailed shop drawings. Failure to submit required items may result in rejection of the proposal or termination of contract.

The successful proposer may not make any advertising or sale use of the fact that contract items are being used by purchaser and other approved agencies, under penalty of contract termination. News releases pertaining to the award resulting from the RFPs shall not be made without prior written approval of the City of Billings.

This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

The contractor may not assign or subcontract the agreement, or the right to receive reasonable performance of any act called for by the contract, shall be deemed waived by a waiver by City of a breach thereof as to any particular transaction or occurrence.

Regardless of FOB point, contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein and such loss, injury, or destruction shall not release contractor from any obligation hereunder.



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ATTACHMENT C

PRICE MATRIX

(to be sent with proposal in a separate, sealed envelope)

<u>Project Name</u>	<u>Hourly Not To Exceed Amount</u>



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ATTACHMENT D

CONDITIONS AND NON-COLLUSION FORM

To receive consideration, this form must be signed in full by a responsible, authorized agent, officer, employee or representative of your firm.

CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein and to the Standard Terms and Conditions contained on the attached.

We further agree to furnish the services specified at the prices stated herein, to be delivered to the location and on that date set forth herein.

In signing this proposal, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the due date and time to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

Legal Name of Firm/Corporation

Authorized Signature

Address

Printed Name

City/State/Zip

Title

Date

Telephone Number



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ATTACHMENT E

MASTER Q & A FORM

PROJECT: Empire Garage Utility Relocation Engineering Services

Master Q&A	Any questions regarding this Request for Proposals should be submitted according to the process outlined below. The City will make every effort to answer within two (2) days of receiving the questions.
Q&A Process	<ol style="list-style-type: none">1. Prepare questions or concerns on the template provided.2. Complete the table in full, providing a date for each question and a section of the RFP to reference (if applicable).3. Submit the completed form via email to mallowc@ci.billings.mt.us. Attach associated documents as necessary. <p>Please contact Chris Mallow, at 406-657-8412 with any questions regarding this process.</p>

Questions from: _____ **Company:** _____

Email Address: _____

#	Date	Reference Section	Question or Comment	City Response
1				
2				
3				
4				



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ATTACHMENT F

INTENT TO RESPOND FORM

RFP: Empire Garage Utility Relocation Engineering Services

Dated: _____

Fax the following Intent to Respond form to Chris Mallow, Parking Supervisor at (406) 247-8608 within two (2) days of RFP date even if your company chooses NOT to participate in the RFP.

To: **City of Billings**

Attn: Chris Mallow, Parking Supervisor

Fax: 406 247-8608

From: _____

Contact Name

Company Name

Company Address

Phone Number

Fax Number

Email Address

We intend to respond to this RFP by the specified due date:

Yes _____ No _____

Company Name

Date

Contact Name (please print)

Title

Signature of Contact Person

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

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ATTACHMENT G

SUPPLIER CONTACT INFORMATION

A. Company Contacts

Primary Contact Person (Name):	
Title/Function:	
Address	
Business Hours Phone:	
Fax:	
Internet E-mail Address:	
Name of Person Responding to Request:	
Title/Function:	
Address:	
Phone:	
Fax:	
Internet E-mail Address:	

B. General Company and Financial Information

Company Name:	
Headquarters Address:	
City, State, ZIP	
Headquarters Phone:	
Headquarters FAX:	
Company Owned By:	
Percent % Ownership:	
Years In Business	
Name of CIO	
Name of CEO/President:	