

**REQUEST FOR QUALIFICATIONS**  
**FOR**  
**QUINNS JUNCTION WATER TREATMENT PLANT**  
**PROCESS AND CAPACITY UPGRADES -**  
**ENGINEERING SERVICES**



**Park City Municipal Corporation**

P.O. Box 1480

Park City, Utah 84060

**Issued July 17, 2015**

RESPONSES DUE:

August 20, 2015 – 4pm MDT

# 1. INTRODUCTION

Park City Municipal Corporation (City), located in Summit County Utah, is soliciting written Statements of Qualifications (SOQ) from qualified consulting engineering firms for the purpose of providing professional engineering services for process and capacity upgrades to the existing Quinns Junction Water Treatment Plant (QJWTP) and the source conveyance system ("Project"). The Project is intended to address increased reliability of the City's Rockport Importation and Treatment infrastructure in terms of treatment process modifications to address changing water source conditions, raw water conveyance improvements, increased raw water storage, and increased treatment capacity.

Park City intends to enter into one (1) contract with one (1) professional service provider to provide engineering consulting services. The City reserves the right to award other treatment or conveyance work to any other firm(s).

## 1.1. Project Objectives

Major objectives of the Project related to the QJWTP are:

- A. Treatment process modifications required to address changing source water quality, including the possible introduction of mining influenced water, and the integration of a proposed raw water storage pond
- B. Raw water conveyance system modifications to address source water quality impacts and the integration of a proposed raw water storage pond
- C. Facility expansion requirements to meet increased treatment capacity and solids handling and disposal
- D. Facility programming related to the stated objectives

This RFQ centers on selecting a Proposer to provide professional engineering services related to the Project. The City may choose to add (with the selected proposer and at future dates) additional services which may involve professional engineering services for work such as:

- Design and/or construction services required to incorporate the Project findings and recommendations
- Rockport reservoir intake treatment improvements
- Other services related to addressing the stated Project objectives as determined by the City

## 1.2. General Submittal Information

Detailed instructions for submitting proposals are provided in Section 4 of the RFQ. Proposers must ensure that they comply with all of the conditions set out. Failure to comply with any of the conditions may, at the discretion of the City, constitute grounds for rejection of the proposal as non-compliant.

## 1.3. Connected Studies and Improvements

- A. The City has several ongoing efforts associated with the future treatment of other sources which are not a part of this RFQ.
- B. The City is considering the installation of a 15-20 million gallon raw water open storage pond up-gradient of the QJWTP. The size and specific location of this pond has not been determined.
- C. The RFQ describes the general qualifications required for the anticipated scope services. The detailed information associated with existing facilities, related studies, and

associated water system improvements is not deemed necessary for the preparation of a SOQ by Proposers. **Therefore, Proposers should not request this type of information from the City during the proposal preparation process.** Pertinent information will be made available to the selected Proposer to be used as a basis for development of a contract project scope of services and associated fee.

#### 1.4. Pre-Proposal Conference (Optional)

A pre-proposal conference will be held in the Quinns Junction Water Treatment Plant **at 3800 Richardson Flat Road**, Park City, Utah, at 10:00 A.M. local time, July 30, 2015. Attendance is not mandatory for SOQ submittal. It is anticipated that this conference will last about an hour.

#### 1.5. Tentative Project Schedule

The following tentative project schedule has been established for the RFQ solicitation period and the Project period. If a change in the solicitation schedule becomes necessary, all recipients of the RFQ will be notified. The Project schedule is subject to change based on contract negotiations and will only be communicated with the selected Proposer. The schedule below does not include potential tasks described in this document but outlines the anticipated Project duration. Schedules for specific tasks will be determined at a later date.

<u>MILESTONE</u>	<u>DATE</u>
<u>Solicitation Period</u>	
Issuance of Request for Qualifications	July 17, 2015
Pre-proposal conference (OPTIONAL for Proposers)	July 30, 2015 – 10am
Deadline for Questions	August 13, 2015 – 4pm MDT
Final Questions and Responses Published	August 18, 2015
Proposal Due Date	August 20, 2015 – 4pm MDT
Proposal Evaluation	August 24 - 26, 2015
Interviews with Shortlisted Proposers (if req'd)	August 31 - September 3, 2015
Proposer Selection	August 21, 2015
<u>Project Period</u>	
Contract Negotiations	August 24 – September 4, 2015
City Council Contract Authorization	September 24, 2015
Notice to Proceed	September 25, 2015
Contract Period	Through December 31, 2018*

\* date is subject to project programming and scheduling developed through task negotiations with the selected Proposer

#### 1.5. Project Budget

The funding for the Project is currently budgeted. No State or Federal funding is anticipated for the Project but may be pursued in future phases. Construction of upgrades identified by the Project will be budgeted in the future.

## 2. BACKGROUND

This section provides Proposers with a brief background on the Park City Public Utilities Department - Water Division (“Park City Water”), the pertinent existing QJWTP facility addressed in the RFQ, and the purpose of the Project.

## **2.1. The Park City Public Utilities Department - Water Division**

Park City Water provides culinary water to approximately 5,200 residential and business connections within Park City via a water treatment, supply, and distribution system. Park City currently produces culinary water from multiple sources including treated surface water, wells, treated mine tunnel drainage, a spring (Thiriot Springs), and importation sources. Additional information about Park City can be found on the City's website at: [www.parkcity.org](http://www.parkcity.org)

## **2.2. QJWTP and Source Supply**

The following is a brief description of the QJWTP and the source supply for the treatment facility. Note that this information is only intended to provide the Proposer with general background information and is not intended as comprehensive conditions or design criteria.

### **2.2.1. Quinns Junction Water Treatment Plant**

Park City Water treats imported surface water from the Rockport Reservoir (near inlet) at the existing Quinns Junction WTP which supplies drinking water to Park City. The facility is a direct microfiltration (MF) WTP with a capacity of 3 MGD, expandable to 9 MGD. Treatment consists of coagulant with aluminum chlorohydrate (ACH), MF, GAC contactor for color and organics removal, and post chlorination. Waste water is thickened in plate settlers and the decant is sent to the head of the plant. The sludge is pumped to the sanitary sewer owned by the Snyderville Basin Water Reclamation District. The facility was constructed and placed in operation in 2012.

Recently, seasonal flows in the river have contained constituents exceeding several of the treatment design parameters that have impacted the ability of the treatment facility to produce safe reliable drinking water and to meet the wastewater discharge permit. There have also been operational impacts on the raw water conveyance pipeline.

### **2.2.2. Raw Water Conveyance System**

A raw water conveyance system is used to transport importation source water from the Rockport Reservoir to the QJWTP. The conveyance system consists of: a bar screen intake on the Weber River; a pumping facility which lifts raw water from the intake through 27,800 feet of 24-inch diameter transmission pipeline to an intermediate 14 MG open storage pond; then from the intermediate open storage pond, raw water is conveyed by gravity through 40,700 feet of 21-inch ID butt-fused HDPE pipeline to the QJWTP. The river intake, pumping facility, initial segment of pipeline, and the intermediate storage pond are owned and operated, under agreement, by separate public water agencies. The majority of the segment of pipeline between the intermediate pond and the QJWTP is owned and operated by the City and was constructed and placed in service in 2012.

## **3. PROJECT SCOPE**

The scope of services set forth in this RFQ represents an outline of the services which the City anticipates the successful Proposer to be qualified to perform, and is presented for the primary purpose of allowing the City to evaluate proposals. To achieve the Project objectives, the City anticipates undertaking the Project in multiple tasks where each is clearly defined. The specific scope of services to be incorporated into a Professional Services Agreement will be negotiated between City and the successful Proposer. The following tasks are anticipated under each stated objectives outlined in the RFP but should not be considered an exhaustive list of potential needs.

- A. Treatment process modifications required to address changing source water quality, including the potential introduction of mining influenced water, and the integration of a proposed raw water storage pond
  - i. Specific concerns with the surface water raw water quality that have been identified are; high turbidity; manganese related loadings / removal; GAC loadings and related color and organics removal; and DBP formation.
  - ii. Ongoing concerns related to raw water quality upsets are potential impacts from contaminant spills or forest fires in the river drainage area; increased nutrient loading; freezing conditions in the river resulting in issues such as frazzle ice formation; and associated impacts on wastewater discharge compliance.
  - iii. To address the requirements of a stipulated compliance order, the City requires an analysis of treatment processes and the associated costs to provide mining influenced water treatment in addition to the QJWTP improvements required to meet changing water quality needs.
  - iv. Specific issues related to treatment facility operations that have been identified are: membrane replacement - alternatives analysis; coagulant evaluation for coagulation and pre-plate settler; GAC backwash system improvements; XR flow improvements; MF backwash system improvements; decant return modifications (incorporating the planned storage pond); CIP and EFM system evaluation; volume and constituent concentrations in process water discharges; wastewater discharge permit changes; incorporation of micro-hydro power generation; energy efficiency improvements including other energy production or heat exchange systems; clearwell chlorine contact time analysis and improvements
  - v. The concerns and issues listed above may require that bench and pilot testing be performed
  - vi. Integration of a proposed raw water open storage pond into the treatment process including items such as: the development of treatment and operational criteria related to the proposed storage pond; define pond improvements (operational and treatment related) and associated design criteria; provide concept sizing and layout for pond related improvements, potential water quality advantages and concerns
- B. Raw water conveyance system modifications to address seasonal source water quality impacts and the integration of a proposed raw water storage pond
  - i. Raw water pipeline maintenance improvements (pigging system)
  - ii. Integration of a proposed raw water open storage pond into the conveyance system including items such as development of preliminary design criteria, concept sizing and layout for conveyance system modifications
  - iii. Evaluation of raw water system conveyance improvements and capacity upgrades
- C. Facility expansion requirements to meet increased treatment capacity and solids handling and disposal and capacities
  - i. Treatment process improvements
  - ii. Hydraulic analysis
  - iii. Space needs planning, on- and off-site
  - iv. Dewatering and solids handling (may require bench and/or pilot testing)
  - v. Improvements and modifications for regional water supply delivery

- D. Facility programming related to the stated objectives
  - i. Planning, Programming, and Scheduling of improvements
  - ii. Bench and/or pilot testing
  - iii. Operations and maintenance costing
  - iv. Capital improvements costing
  - v. Concept designs
  - vi. Preliminary and final designs
  - vii. Permitting assistance

## **4. PROPOSAL REQUIREMENTS AND CONTENTS**

### **4.1. Statement of Qualifications**

Park City is soliciting a fully integrated response, providing the necessary engineering services to complete the Project. The response should include the following key elements in accordance with the instructions and requirements set out in this Request for Qualifications (RFQ). Park City is interested in proposals that specifically illustrate qualifications for the Project, as identified in Section 4.4, and that reflect the ability and experience to complete the objectives of the Project, as identified in Section 3.

Proposers should be aware that the requested information and requirements stated in this RFQ are minimum requirements. Proposers are responsible for reviewing the Project objectives and scope, as included in this RFQ, and proposing a team to address the challenges presented. Proposers are encouraged to make additions that they believe will further assist the City in reaching its objectives.

### **4.2. Inquiries**

Questions must be submitted in writing and received no later than 4:00 P.M. local time, July 31, 2015. Email inquiries are strongly encouraged. Questions concerning this request for proposals should be submitted to:

Park City Municipal Corporation  
Attention: Roger McClain  
P.O. Box 1480  
Park City, UT 84060  
[roger.mcclain@parkcity.org](mailto:roger.mcclain@parkcity.org) (e-mail)

Any interpretation of the documents will be made by Addendum duly issued. Verbal answers, oral explanations, or instructions given before the award of the contract, or at any time will not be binding on the City. Addenda shall be issued within a reasonable time, but not less than two (2) working days prior to receipt of proposals.

### **4.3. Submittal Delivery**

- A. To be considered, submit 5 bound hard copies of your Proposal, and one electronic PDF copy on a CD, in a sealed envelope clearly marked:

**“PROPOSAL FOR QJWTP PROCESS AND CAPACITY UPGRADES - ENGINEERING SERVICES”**

To: Park City Municipal Corporation

ATTENTION: Roger McClain  
1053 Ironhorse Drive  
Park City, Utah 84060

- B. Proposals must be received at the Park City Public Works Building, 1053 Iron Horse Drive, Park City, UT 84060 no later than **August 20, 2015, at 4:00 p.m. (local time)**.

**If submitting by mail, submit to:**

Park City Municipal Corporation.  
ATTENTION: Public Utilities Department, Roger McClain  
P.O. Box 1480  
Park City, Utah 84060

**If submitting by package carrier, submit to:**

Park City Municipal Corporation.  
ATTENTION: Public Utilities Department, Roger McClain  
1053 Ironhorse Drive  
Park City, Utah 84060

- C. **Email and facsimile submittals will not be accepted.** Park City assumes no responsibility for delayed or undelivered mail or express packages. Additionally, the use of a FTP site to download the SOQ/Proposal will not be considered responsive. Proposals which are not delivered to Park City by the above specified time and date will not be considered.

#### **4.4. Response Content**

The response to this RFQ should be as concise as possible while adhering to the format and information requirements described below. Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer capabilities to satisfy the requirements of the RFQ. A well-qualified proposer will demonstrate a capacity to address the complex issues identified in the project objectives.

Lengthy narrative is discouraged. Emphasis should be on completeness and clarity of the content. Double-sided printing, with coil or wire binding is preferred. The page limits identified below do not include table of contents, dividers, etc., 11" x 17" pages are allowed for charts and figures only, and will be counted as a single page. Inclusion of general promotional and marketing material is highly discouraged.

**Responses to this RFQ must be organized as outlined below.** Responses not organized as outlined below, not containing the information specified, or not containing sufficient detail may receive a lower rating when evaluated.

The response to this RFQ will consist of the following sections:

***Letter of Introduction***

***Section I Proposer Identification***

***Section II Team Organization & Qualifications***

***Section III Project Specific - Experience and References***

***Section IV General Qualifications***

***Section V Summary***

***Section VI Additional Proposal Requirements***

## **LETTER OF INTRODUCTION**

**One (1) Page Limit.** Please provide a letter of introduction that briefly:

1. States proposal interest in the QJWTP PROCESS AND CAPACITY UPGRADES - ENGINEERING SERVICES Project.
2. Introduces your firm and gives the location of the office(s) that will be primarily responsible for the work.
3. Identifies the project manager in your organization (provide telephone number, and email address) for future correspondence on this Project.
4. Acknowledges receipt of RFQ addenda, if any.
5. Includes the signature of a person authorized to bind the offering organization to the terms of the proposal.

## **SECTION I – PROPOSER IDENTIFICATION**

**Two (2) Page Limit.** Provide the following information about each firm included on the Proposer's Project team (only submit information regarding the office(s) that will be involved in project):

1. Firm History. Please provide a brief history of each proposed firm. Include the number of offices, total number of employees, and the type of work that each firm performs.
2. Project Understanding. Please present information concerning your firm's understanding of the Project and each proposed firm's involvement.
3. The responsible professional engineer shall be licensed in the State of Utah and the Proposer is required to have, or to secure as a condition of award, a current Park City Business license and (as applicable) a valid Utah Contractor's license.

## **SECTION II - TEAM ORGANIZATION AND QUALIFICATIONS**

**Three (3) Page Limit.** Provide the following information about the project team participating in the Project.

1. Project Organization & Staffing. Provide an organization chart for this project. Identify only key persons for the project team assigned to this work. Identify the key personnel proposed to perform the work on the project, and indicate major areas of subconsulted or subcontracted work, if any. Support services, such as Architectural, Geotechnical, Structural, SCADA, Electrical/Controls, etc., do not need to be included.
2. Key Personnel. Provide a list of key personnel who have specialized experience and expertise relating to the consulting services criteria. List only those that are likely to actually perform the work described in this RFQ (NOTE: Do not include percentages of availability as this may be misinterpreted). List the location of the office to which each is assigned. Provide resumes for key personnel in an Appendix, not to exceed four total pages, that indicates their education, registrations, and expertise relative to the work defined in this RFQ.
3. Roles. Provide a brief narrative of what each key personnel will contribute to the project, their special expertise, and how they will enhance the project deliverables.
4. Project Manager. A strong project manager experienced in the management of technical multi-task projects and focused on the delivery of the project to the City is important to the City. Qualifications representing staffing and experience of such an individual may be awarded a higher scoring.



### **SECTION III – SPECIFIC - EXPERIENCE AND REFERENCES**

**Five (5) Page Limit.** The intent of this section of the proposal is to establish the ability of the Proposer's team members to provide the services specific to tasks identified in the Project. Proposal content should provide obtain information about similar projects the proposer and the project manager have completed within the past 5 years that will illustrate the team's ability to perform services required for this project. The projects referenced should be directly related to drinking and mine water treatment processes and should be directly associated with the key personnel identified in Section II. As a minimum, address the following key Project related items:

1. Provide qualifications, experience, certifications, and Proposer party(s) responsible for treatment process evaluation.
2. Provide qualifications, experience, certifications, and Proposer party(s) responsible for the installation and other services associated with bench-scale and pilot-scale testing equipment. Include a listing of bench-scale and pilot-scale treatment process evaluations.
3. Provide a listing or table summarizing water treatment process evaluations and/or designs completed by your proposed team members in the last five years that are applicable to the stated Project objectives. Include a list of associated contaminants, associated treatment processes, and design flowrates. The methodologies and any innovative techniques employed for the evaluation and design should be noted for each project. Experience specific to MF treatment may be awarded a higher scoring.
4. Identify experience specific to color, organics, and manganese removal associated with the treatment processes identified or others that have relevance to the Project.
5. Identify experience specific to treatment of mine water with antimony, cadmium, lead, arsenic, mercury and zinc inclusive of MF.
6. Identify experience specific with process residuals management
7. Provide at least three (3) client references of similar projects. Include phone and email contact information.

Proposals may include any other qualifications or services that are considered necessary to complete this project, or which would, in the judgment of the Proposer, improve the capability or increase the value of the evaluation, analysis, and selection.

### **SECTION IV – GENERAL QUALIFICATIONS**

**Two (2) Page Limit.** This section is intended to obtain general qualification information (not provided under Sections II and III) about the Proposer's team members overall capabilities related to drinking water treatment, project planning and delivery, compliance and permitting, watershed and water quality, and similarly related services that may provide value to the Project.

### **SECTION V - SUMMARY**

**Three (3) Page Limit.** In this section, summarize your submittal and add any other comments that you feel would make your firm and team uniquely qualified to participate in this project. In other words, why should we hire your team?

Proposers are encouraged to add to their proposal information considered by the Proposer to be pertinent to this project, which has not been specifically solicited in any of the aforementioned sections, or any key scope elements that they believe will enhance the project's success and best demonstrate the Proposer's experience and expertise. Keep in

mind that the City prefers to receive clear, concise and complete information devoid of excess promotional and extraneous material.

## **SECTION VI - ADDITIONAL PROPOSAL REQUIREMENTS**

**Page Limit as necessary to address identified items.** Provide the following items in the Proposal:

1. A statement that the Proposal includes all terms and conditions of the RFQ.
2. A statement to the effect that the proposal shall remain valid for a period of not less than one hundred and twenty (120) days from the proposal due date
3. A statement certifying that there is no known conflict of interest
4. Proof of insurance as outlined in the SAMPLE Professional Services Agreement (reference RFQ paragraph 4.5).
5. Proof of coverage by Workers' Compensation Insurance or exemption.
6. Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy. An Equal Opportunity Employer and being otherwise qualified by law to enter into the professional services agreements.
7. Written affirmation that the firm and its contractors will comply with the insurance requirements outlined in the SAMPLE Professional Services Agreement (reference RFQ paragraph 4.6) for all aspects of the Project. Failure to obtain and supply proof of the required coverages in the form required by City can result in the delay of contract award and/or commencement of the work.
8. List and address "Exceptions" to the City's SAMPLE Professional Services Agreement.  
**ALL QUESTIONS ABOUT THE INSURANCE REQUIREMENTS OR INDEMNIFICATION LANGUAGE FOUND IN PARAGRAPHS 7 AND 8 OF THE SAMPLE CONTRACT MUST BE RESOLVED PRIOR TO SUBMITTING AN SOQ. ANY QUESTIONS NOT RESOLVED PRIOR TO THE SUBMITTAL DEADLINE WILL NOT BE CONSIDERED** (reference RFQ paragraph 4.5).
9. Rate Structure: The City is interested in the Proposer's rate structure. Provide:
  - a. Hourly charge-out rate table for all anticipated personnel classifications
  - b. Include any indirect charges & expenses, mark-ups, etc.
  - c. Include any proposed mark-up for sub-consultant and subcontractor fees

### **4.5. Professional Services Agreement**

Park City Municipal Corporation (City) is expecting to enter into a Professional Services Agreement with the selected Proposer as required to complete the Project. A sample of the agreement is provided in **Appendix A**. The Proposer selected to provide the services shall be required to enter into a written agreement in substantially the form as shown in the attached SAMPLE AGREEMENT which shall be the basic form used to develop the final agreement.

- Signature on a Proposer's response to the RFQ acknowledges that the Proposer is willing to enter into the agreements if awarded the contract. Proposers are advised to read thoroughly the Sample Agreement as the selected proposer will be required to comply with its requirements.
- If Proposer takes exception to any term or condition set forth in this RFQ and/or the Sample Agreements and any of its Exhibits and Attachments said exceptions must be clearly identified in the response to this RFQ. **All questions about the insurance requirements**

**or indemnification language found in paragraphs 7 and 8 of the sample agreement must be resolved with Park City prior to submitting an SOQ.** Any questions not resolved prior to the submittal deadline will not be considered. Said exceptions and accepted resolutions must be clearly identified in the response to this RFQ. **Exceptions or deviations to any of the terms and conditions must be submitted in a separate section of the document accompanying offeror's proposal (included in Section VI of the proposal) identified as "Exceptions." Such exceptions shall be considered in the evaluation and the award processes.** The City shall be the sole determiner of the acceptability of any exception.

- It is the City's express desire to enter into a professional services agreement which includes all services necessary for this project, whether or not the services are specifically outlined in this RFQ.

#### **4.6. Preparation of Qualifications/Proposals**

- A. Failure to Read. Failure to read the RFQ and these instructions will be at the Proposer's own risk.
- B. Cost of Developing Qualifications/Proposals. All costs related to the preparation of the qualifications/proposals and any related activities are the sole responsibility of the Proposer. The City assumes no liability for any costs incurred by any Proposer throughout the entire selection process.

#### **4.7. Confidentiality**

All responses, inquiries, and correspondence relating to this RFQ, and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Proposer that is submitted to the City, as part of the proposal or otherwise, shall become the property of the City when received by the City and may be considered public information under applicable law. The City is subject to the disclosure requirements of the Government Records Access and Management Act, Title 63, Chapter 2, Utah Code Annotated. The City generally considers proposals and all accompanying material to be public and subject to disclosure.

Any material considered by the Proposer to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim. Blanket claims that the entire RFQ is confidential will be denied. The City cannot guarantee that any information will be held confidential. Under Section 63-2-309 of the Government Records Access and Management Act, if the Proposer makes a claim of confidentiality, the City, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify the Proposer of such determination. The Proposer is entitled under the Government Records Access and Management Act to appeal an adverse determination. The City is not obligated to notify the Proposer of a request, and will not consider a claim of confidentiality, unless the Proposer's claim of confidentiality is made in a timely basis and in accordance with the Government Records Access and Management Act.

## **5. METHOD OF SELECTION**

### **5.1. Selection Process**

Park City intends to select, from this RFQ and any subsequent interviews, a Proposer that is capable of providing services for all aspects and phases of the Project. The Proposer will be selected to provide services as outlined in this RFQ and meeting the City's overall system needs, goals, and objectives. The City reserves the right to negotiate with the selected Proposer with respect to the qualifications and selection of proposed subconsultants,

subcontractors, and/or vendors and to award any one or all phases of the work. Services may extend to other associated elements of the Project as required to address near and long-term water operations, treatment, and water quality goals and objectives.

The City intends to award a contract to the highest ranking firm based on the selection process and evaluation criteria stated below. The selection process will proceed on the following schedule:

1. Proposals will be received by Park City prior at the time and place designated in the RFQ
2. Proposals will be reviewed to ensure compliance; non-compliant proposals will be rejected
3. A selection committee, established by the City, will review the submitted Statements of Qualifications/Proposals, rank them according to the following evaluation criteria, and make a selection.
4. Park City Municipal's policy is, subject to Federal and State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.
5. If a Proposer cannot be selected based solely on the proposals submitted, up to three firms submitting the most highly rated proposal will be invited for interviews during the week identified in the project timeline. The proposed Project Manager must be present at the interview; up to four others may attend at the discretion of the Proposer. Any necessary clarification will be sought at this time. Proposers are advised that, due to the extent of the services required, the discussion may require more than a single meeting. The City may require a visit to referenced customer facilities. During this process, shortlisted Proposers may be requested to update their proposal in line with any discussions that have occurred and present a "final" proposal based upon the updated proposal information.
6. Following the interview and a review of any updated proposals, Park City staff will negotiate a final contract, scope, and fee for the Project with the top ranked Proposer. In the event that negotiations are not successful, the City reserves the right to enter into negotiations with other ranked proposers. City staff will present a recommendation to City Council to enter into an agreement with the selected Proposer. Award of the contract is subject to approval by City Council.
7. It is the City's intent to have a contract in place prior to the date identified in the project timeline.

## **5.2. Qualification/Proposal Information**

- A. Discussions With Proposer. The City reserves the right to enter into discussions with any Proposer(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the Proposer whose proposal is deemed most advantageous, whichever is in the City's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked Proposer without the need to repeat the formal solicitation process.
- B. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information. Park City's policy, subject to federal, state, and local procurement

laws, is to provide reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

- C. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- D. Rejection of Proposals. The City reserves the right to reject any or all proposals received and disqualify incomplete or late proposals. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City. No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFQ.
- E. Scope of Services. The City reserves the right to change the nature or scope of the project generally described in the RFQ without the need to repeat the formal solicitation process.
- F. Award. The City reserves the right not to make an award, to make multiple awards, or to make a partial award.
- G. The City reserves the right to take any steps deemed necessary to act in the City's best interest.

**5.3. Evaluation Criteria**

The technical evaluation will be based upon a determination by the City's Evaluation Committee members as to how well each proposal meets the City's requirements as presented in this RFQ.

Statements of Qualifications will be evaluated by the selection committee on the criteria and the corresponding weight factors listed below:

			<b>Maximum Points</b>
A.	Section I	Proposer Identification	(5)
B.	Section II	Team Organization and Qualifications	(10)
C.	Section III	Specific - Experience and References	(40)
D.	Section IV	General Qualifications	(25)
E.	Section V	Summary	(10)
F.	Section VI	Additional Proposal Requirements	(10)
<b>Maximum Total Points</b>			<b>100</b>

**5.4. Protests**

Proposers are directed to the Appeals Procedure contained in City's Contracting and Purchasing Policy.

## **Appendix A**

# **SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**SAMPLE**  
**PARK CITY MUNICIPAL CORPORATION**  
**SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into in duplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and \_\_\_\_\_, a Utah corporation ("Service Provider").

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

**1. SCOPE OF SERVICES.**

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed \_\_\_\_\_ Dollars.

**2. TERM.**

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on \_\_\_\_\_ or earlier, unless extended by mutual written agreement of the Parties.

**3. COMPENSATION AND METHOD OF PAYMENT.**

A. Payments for services provided hereunder shall be made monthly following the performance of such services.

- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Exhibit B," or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

**4. RECORDS AND INSPECTIONS.**

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense,



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using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.

**5. INDEPENDENT CONTRACTOR RELATIONSHIP.**

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

**6. SERVICE PROVIDER EMPLOYEE/AGENTS.**

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

**7. HOLD HARMLESS INDEMNIFICATION.**

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-

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105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

**8. INSURANCE.**

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with annual limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows:  
Bodily Injury by Accident \$500,000 each accident;  
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The

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Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.

- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**9. TREATMENT OF ASSETS.**

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

**10. COMPLIANCE WITH LAWS.**

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.

**11. NONDISCRIMINATION.**

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall

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not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

**12. ASSIGNMENTS/SUBCONTRACTING**

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

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**13. CHANGES.**

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

**14. PROHIBITED INTEREST.**

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.**

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

**16. TERMINATION.**

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

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**17. NOTICE.**

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

**18. ATTORNEYS FEES AND COSTS.**

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

**19. JURISDICTION AND VENUE.**

A. This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

**20. SEVERABILITY.**

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

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**21. ENTIRE AGREEMENT.**

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

**PARK CITY MUNICIPAL CORPORATION**

445 Marsac Avenue  
Post Office Box 1480  
Park City, UT 84060-1480

\_\_\_\_\_  
Diane Foster, City Manager

Attest:

\_\_\_\_\_  
City Recorder's Office

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

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**SERVICE PROVIDER NAME**

Address:  
Address:  
City, State, Zip:

Tax ID#: \_\_\_\_\_  
PC Business License# BL\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

STATE OF UTAH            )  
                                  ) ss.  
COUNTY OF SUMMIT    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ (*title or office*) of \_\_\_\_\_ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ (*title*) for \_\_\_\_\_, a \_\_\_\_\_ corporation.

\_\_\_\_\_  
Notary Public



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**EXHIBIT “A”**

SCOPE OF SERVICES

**EXHIBIT “B”**

PAYMENT SCHEDULE FOR “EXTRA” WORK