

**Town of Dolores Water Distribution  
System Replacement Phase II 2024 Request  
For Qualifications**

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**RFQ-24-01**

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# SECTION I

## GENERAL INFORMATION

Section I provides general information to potential Offerors on subjects such as where to submit, number of copies, addenda, proprietary information designation, and other similar administrative elements.

### 1.1 PRE-SUBMITTAL CONFERENCE

There is no pre-submittal conference for this project.

### 1.2 SUBMISSION OF QUALIFICATIONS

All packets must be submitted in a sealed envelope clearly marked with the **firm name, Town of Dolores Water Distribution System Replacement Phase II Engineering Report 2024, RFQ-24-01** and must be received by the Town of Dolores, Town Clerk prior to the submission deadline.

Sealed offers are to be submitted to:

Tammy Neely  
Town Clerk  
420 Central Ave  
PO Box 630  
Town of Dolores  
Dolores, CO 81323

NO LATE OFFERS WILL BE ACCEPTED  
FACSIMILE OR EMAIL SUBMITTALS WILL NOT BE ACCEPTED

**Submission Deadline: 4:00 pm (MST) on April 15, 2024**

The opening will not be public. Offerors will be notified if their Submittal is not accepted. The Submittal shall remain the property of the Town of Dolores.

### 1.3 NUMBER OF COPIES

Consultant shall submit **four (4) copies** of requested documents and **one digital version**. The submittal shall remain the property of the Town of Dolores. The following materials shall be part of the requested documents:

- 1. Cover Letter**
- 2. Items required by Section III.**
- 3. One (1) electronic copy of all submitted documents on a Flash Drive and in Portable Document Format (.pdf). Electronic copies must include signatures where applicable.**
- 4. Hourly Rate Schedule (Attachment A)**
- 5. Insurance Clarification Agreement (Attachment B)**

## 1.4 INFORMATION

All questions regarding the submittal preparation, the selection process, or specifications and interpretations of the terms and conditions of the RFQ, shall be submitted in writing no later than seven (7) calendar days prior to the deadline for submission of offers. Send all questions to Leigh Reeves, Town Manager [leigh@townofdolores.com](mailto:leigh@townofdolores.com) and copy Ken Charles [kenjohncharles@gmail.com](mailto:kenjohncharles@gmail.com) (See 1.16 below).

Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information.

This is not a public bid opening; therefore, the Town of Dolores will not release information pertaining to the number of offers received, names of Offerors, or pricing until an award is made. The Town of Dolores will confirm receipt of your submittal if requested.

## 1.5 OFFEROR DUE DILIGENCE

Each Offeror shall judge for themselves as to all conditions and circumstances having relationships to the submittal and become informed about the unique challenges posed by this project. Failure on the part of any Offeror to make such examination and become informed shall not constitute grounds for declaration of not understanding the conditions with respect to making a Submittal.

Be aware, if the Offeror has obtained this RFQ from any source other than directly from the Town of Dolores, they will not be included in the Town's RFQ recipient record and will not be notified of any Addenda, which could result in submitting a non-responsive Statement of Qualifications.

## 1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror believes that parts of a submittal are confidential, then the Offeror must so specify. The Offeror must stamp in bold letters the term **CONFIDENTIAL** on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The Town of Dolores will be the sole judge as to whether a claim is general and/or vague in nature. All submittals and parts of submittals which are not marked as confidential will be automatically considered public information after the contract is awarded. Other submittals or parts of submittals may be considered public information pursuant to Colorado Law.

## 1.7 ADDENDA

In the event that it becomes necessary to revise any part of this RFQ, or if additional information is necessary to enable the Offeror to make an adequate interpretation of this RFQ, an addendum to the RFQ will be provided to each potential Offeror who has obtained

an RFQ from the Town of Dolores. Addenda may be issued at any time prior to the time set for receipt of the Statement of Qualifications. The Offerors are required to acknowledge receipt of any addenda by acknowledgement in the submittal cover letter.

#### 1.8 WITHDRAWAL OR MODIFICATION OF OFFERS

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer (see 1.2 above) unless otherwise required in the RFQ. Any request for withdrawal of an offer must be signed by the individual who signed the initial submittal.

#### 1.9 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted by the Town of Dolores based on initial submission without discussions or negotiations.

By submitting a Statement of Qualifications in response to this solicitation, the Offeror agrees that any submittal may be accepted by the Town of Dolores at any time within 90 days from the closing (see 1.2 above).

The Town of Dolores reserves the right to reject any portion or the entire submittal and to waive informalities and minor irregularities in submittals received, and/or to accept any portion of the submittal if deemed in the best interest of the Town of Dolores. Failure of the Offeror to provide any information requested in the RFQ in its offer may result in rejection for non-responsiveness.

#### 1.10 PREPARATION COST

The cost of preparation is not a reimbursable cost. Statement of Qualifications preparation costs and presentation costs shall be at the Offeror's expense and are the Offeror's sole responsibility.

#### 1.11 AWARD

It is the intent of the Town of Dolores to select the firm best qualified and technically able to provide the required services within the project's proposed schedule. Selection of a firm will be made as set forth in Section IV.

#### 1.12 CONTRACT ADMINISTRATION

The Town of Dolores shall be responsible for administration of the contract for compliance and performance with the interpretation of terms and obligations, scope, schedule, and budget.

#### 1.13 SUBSTANTIATIVE SUBMITTALS

The Offeror shall certify (a) that his/her submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that he/she has not directly or indirectly induced or solicited any other Offeror to put in a false or sham bid; (c) that he/she has not solicited or induced any other person, firm, or corporation from submitting a Statement of Qualifications; and (d) that he/she has not sought by collusion to obtain for himself/herself any advantage over any other Offerors or over the Town of Dolores.

## 1.14 GOVERNING LAW

The laws of the State of Colorado shall govern any contract executed between the successful consultant and the Town of Dolores. Further, the place of performance and transaction of business shall be deemed to be in the Town of Dolores, State of Colorado.

## 1.15 SCHEDULE OF EVENTS

The anticipated schedule of events is as

follows:

Advertise Request for Qualifications	3/25/2024
Document Available	3/25/2024
Questions Due Date	4/08/2024
Submittal Due Date	4/15/2024
Award of Contract (estimate)	5/13/2024
Kick-Off Meeting (estimate)	5/23/2024
Draft Plans & Specifications	10/01/2024
Final Plans & Specifications	11/01/2024

## 1.16 INQUIRIES

Technical questions about the scope of services, budget, and finance, or other project specific question regarding this RFQ shall be in writing and directed to Leigh Reeves, Town Manager and to Ken Charles. All procurement questions concerning the RFQ process, or any contractual question shall be directed to Tammy Neely, Town Clerk. A written response to any inquiry will be provided in the form of an Addendum to the solicitation to each RFQ recipient. All questions shall be submitted in writing no later than seven (7) calendar days prior to the deadline for submission. Questions shall not be permitted after this time, including that time between Statement of Qualification submission, presentations, and final selection of a Consultant. Verbal inquiries will not be accepted.

Leigh Reeves  
Town Manager  
420 Central Avenues  
P.O. Box 630  
Dolores, CO 81323  
970.884 2271  
[leigh@townofdolores.com](mailto:leigh@townofdolores.com)

Tammy Neely  
Town Clerk  
420 Central Avenue  
P.O. Box 630  
Dolores, CO 81323  
970.884 2271  
[tammy@townofdolores.com](mailto:tammy@townofdolores.com)

# SECTION II

## MINIMUM SPECIFICATIONS

### 2.0 OVERVIEW

In 2019 the Town of Dolores engaged with a professional engineering firm to develop a Master Plan of the town's water and wastewater systems. The plan identified the need to begin replacing much of the water distribution system. Much of the pipe is 50+ years old, ductile iron pipe and undersized 4-inch pipe. The town completed Phase I in 2020 and has completed the preliminary design work for Phase II.

The Town of Dolores is requesting Statements of Qualifications from consultants interested in performing the necessary tasks to prepare final design and construction documents for the Town of Dolores Water Distribution System Replacement Phase II. The report will incorporate prior water data previously commissioned by the Town, with additional current engineering analysis into a report that contains:

- Final design;
- Survey;
- Subsurface utility engineering; and
- Construction Documents.

The town is eligible for a State Revolving Loan and CDPHE has designated The Town as a Disadvantaged Community. Concurrent with the final design, the consultant will assist the Town to identify and support funding strategies to potentially arrive at an acceptable funding approach to support implementation of the Phase II Water Distribution Line Replacement project.

The successful consultant must be prepared to perform services as outlined in Section 2.1. The submittals will be evaluated by the Town of Dolores. **It is the Town's goal to select a consultant who will provide the highest quality of response, customer service, technical expertise, funding assistance, and project management.** The award of the contract will be based on the evaluation criteria outlined in Section IV of this RFQ.

### 2.1 SCOPE OF WORK

The following minimal tasks are expected to be required as part of this project:

Review and incorporate data from prior water engineering reports for the Town of Dolores and incorporate current town information and additional engineering. It will support the Town's efforts for the implementation of a Phase II water distribution line replacement to serve a portion of the Town of Dolores.

Identify and incorporate preliminary design data for Phase II water distribution line replacement to serve a portion of the town from the western town limits east to approximately 6<sup>th</sup> Street. Consultants will have access to the completed Project Needs Assessment (PNA) and the Town of Dolores Water Distribution Evaluation Report. Information can be found on the township website: [townofdolores.colorado.gov/opportunities](http://townofdolores.colorado.gov/opportunities).

Coordinate with Colorado Department of Public Health and Environment (CDPHE) and Town of Dolores, Board of Trustees and staff to obtain approval and acceptance of the report.

Assist the Town of Dolores with the identification and deployment of funding strategies to support efforts to fund the desired improvements. Ideally, as a full complete town wide project, or phased approach to allow implementation of fully functional standalone phases as acceptable funding is acquired. Funding services to include identification and preparation of applications, support of applications at local, state, and federal levels and assistance with funding administration to close and access funding awards.

Assist the Town of Dolores with selection and implementation of alternatives for rate structures, methodology of assessments or hookup fees, and operational budgets to maximize potential for a successful implementation and operations.

The selected professional services provider that completes the engineering report may, at the Town's discretion, be authorized to prepare a scope and fee for consideration to move forward with bidding, and construction engineering services, if deemed to be in the best interest of the Town of Dolores.

## SECTION III SUBMITTAL CONTENT

### 3.0 SUMMARY

The Town of Dolores will be using the evaluation criteria set forth in Section IV of this RFQ to make the award of this contract. All submittals shall be in a sealed envelope marked: Town of Dolores Wastewater Treatment & Collection System Engineering Report 2023 RFQ-23-01

### 3.1 SUBMITTAL FORMAT

The Statement of Qualifications and Cover Letter shall include the information in the format outlined in this RFQ and be limited to no more than fifteen (15) pages. The submittal may be printed on double sided pages; however, each printed side shall be counted as one page toward the limit of fifteen (15). Two (2) 11x17 pages will be allowed. The following pages are exempt from this requirement: Cover letter, Submittal Cover, Tabs/Divider pages, Attachment A (Hourly Rate Schedule), Attachment B (Insurance Clarification Agreement), table of contents, resumes and references. The text and all supporting information must be provided using 10-point font or larger.

### 3.2 SUBMITTAL REQUIREMENTS

Submittals shall contain the experience and technical qualifications of the Offeror in relationship to the Scope of Work. Along with a Cover Letter, the submittal shall contain the following:

- Company Background and Overview
- Team Personnel and Technical Expertise
- Ability to meet project Schedule
- Previous Projects Similar in Scope
- Familiarity with Project and Project Area
- Project Approach and proposed Schedule
- Quality Assurances Methods
- References
- Attachment A - Hourly Rate Schedule
- Attachment B - Insurance Clarification Agreement



## SECTION IV EVALUATION CRITERIA

### 4.0 EVALUATION CRITERIA

The following criteria will be used in the evaluation of the Statement of Qualifications:

- Cover Letter including acknowledgement of Addenda
- Previous Experience with Water Distribution System Designs
- Experience of the Proposed Project Team
- Previous Experience with Water System Grant and Funding Acquisition
- Project Approach and Schedule

Submittals will be evaluated on the criteria listed above. The Offerors with the highest scores then proceed for further evaluation.

The Town of Dolores reserves the right to reject any and all Statement of Qualifications and to waive any formality in Statement of Qualifications received, to accept or reject any or all of the items in the Statement of Qualifications, and award the job in whole or in part, if it deemed in the best interest of the Town of Dolores.

### 4.1 SELECTION COMMITTEE

A Selection Committee will screen all submittals. Submittals will be evaluated based on completeness and the evaluation criteria as outlined above. The Selection Committee will determine which submittals are acceptable or unacceptable. The Town of Dolores, in writing will notify participating firms whose submittals are deemed unacceptable. Those firms offering submittals deemed to be acceptable by the selection committee will be evaluated on the criteria outlined in 4.0.

### 4.2 EVALUATION PROCESS

Initial ranking of Offerors will be performed based upon the written Statement of Qualifications received based on the criteria described in 4.0. A selection may be made based upon the Statement of Qualifications. If the selection committee decides to interview, a short list consisting of the top Offeror(s) as rated by the Statement of Qualifications will be developed. Those short-listed Offerors may be requested to give a presentation and interview for the selection committee to determine the final selection. If interviews with more than one firm are requested scores and ranks from the initial ranking will not carry over into the presentation and interview stage. It may be possible that the selection committee requests an interview with a single firm prior to final selection solely to clarify interpretation of the Statement of Qualifications.

The Offeror with the highest ranking will be selected to perform the required services (hereinafter the Consultant) and will be notified by telephone and in writing. Those Offerors who are not selected will be notified in writing. Questions regarding the Statement of Qualifications received, and the evaluation of those submittals and the following presentations will be permitted only after the Contract for award has been fully executed.

#### **4.3 AWARD OF CONTRACT**

Once a consultant is selected, the Town of Dolores will enter into price negotiations with the Consultant to obtain a fair and reasonable price for the anticipated work. It is anticipated that a pre-negotiation audit will be prepared for price negotiation of this contract. In the event the selected Consultant and Town of Dolores can't agree on a contract price, the town will begin price negotiation with the second highest scoring qualified Consultant. This process will continue until a contract price is successfully negotiated pursuant to C.R.S.A. § 24-30-1404.

SECTION V  
REQUIRED ATTACHMENTS

ATTACHMENT A HOURLY RATE SCHEDULE

ATTACHMENT B INSURANCE CLARIFICATION AGREEMENT  
(Example attached)

ATTACHMENT B  
INSURANCE CLARIFICATION AGREEMENT  
(Example Only)

- I. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance/ bonds sufficient to insure against all obligations assumed by Contractor pursuant to this agreement and shall not start work under this agreement until such insurance coverage has been obtained and approved in writing by the Town's Contract Administrator.
2. Contractor shall require all subcontractors and sub-subcontractors to maintain during the term of this agreement. Commercial General Liability insurance, Comprehensive Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the Town, with a copy to the Contract Administrator, immediately upon request.
3. All insurance policies required hereunder shall include a written thirty (30) day notification of cancellation. In that notice the Town and the Town's Contract Administrator will be notified of any material changes in the insurance policy(s) such as: cancellation, non-renewal, or reduction in coverage or alteration of coverage.
4. Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Town shall be entitled pursuant to the Colorado Government immunity Act, sections 24-1 0-1 01. C.R.S., as amended.
5. All required insurance coverages must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to the Town of Dolores. The insurers must also have policyholders' rating of "A-" or better, and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the Town grants specific approval for an exception.
6. Contractor shall procure and continuously maintain the minimum insurance coverage listed below, and additional coverage as may apply, with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
  - a. Workers' Compensation and Employer's Liability Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado of \$100,000 each accident, \$100,000 disease each employee; \$500,000 disease policy limit.
  - b. Commercial General Liability. "Occurrence form." with minimum limits of ONE MILLION (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. In addition, Contractor must either:
    - I) Agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the contract

OR

2)Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

- c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION (\$1,000,000) combined single limit per accident.
  - d. PROFESSIONAL LIABILITY INSURANCE with an endorsement for work under this Agreement. and coverage of no less than ONE MILLION (\$1,000,000) per claim, and ONE MILLION (\$1,000,000) aggregate for all Design /Build. Professional Service and Design Contracts.
  - e. EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than ONE MILLION (\$1,000,000) per occurrence/ONE MILLION (\$1,000,000) aggregate. and coverage at least as broad as the primary Commercial General Liability policy.
7. The policies required by paragraphs (B) and (C) above shall be endorsed to specify "Town of Dolores", their officers, officials, employees and volunteers as ADDITIONAL INSURED, as respects liability, on behalf of Contractor, arising out of this Contract." All certificates of insurance are to be submitted on standard "ACORD 25(20140-05)" form.