

REQUEST FOR PROPOSALS
FOR
PROFESSIONAL ENGINEERING SERVICES
QUALIFICATION BASED

Grand County is soliciting Proposals from qualified consulting firms to complete engineering services for the Lion's Park Transit Hub including, but not limited to, park, trail, planning, structures, lighting and aesthetics for Lions Park.

Five (5) copies of the proposal will be accepted at the Grand County Offices, 125 E. Center St., Moab, UT 84532, until 3 p.m., Monday, January 12, 2009.

A Request for Proposal Lion's Park Transit Hub Planning and Design may be obtained at www.grandcountyutah.net

Any questions regarding this Request for Proposals can be directed to Mark Wright, Community Development Director/County Engineer, (435) 259-1368 or mwright1@grand.state.ut.us.
Grand County reserves the right to reject any and/or all proposals submitted.

GRAND COUNTY
Request for Proposals
For
Professional Engineering Services
Qualification Based
LIONS PARK TRANSIT HUB PLANNING AND DESIGN

INTRODUCTION

Grand County is soliciting competitive proposals from qualified firms to provide engineering services for Lions Park Transit Hub Planning and Design. The project will include a transit bus loading/unloading area, parking area, pedestrian areas, box culvert type structure that will cross under SR-128, restroom facilities and non-motorized pathways.

CONTRACTOR REQUIREMENTS

Contractor must have previous experience in transit facility planning and design; trail design; box culverts and related structures; drainage; landscape architecture and other applicable engineering services. All work shall be performed at the direction of a Professional Engineer licensed in the State of Utah. Previous work experience with the Federal Transit Authority is preferred. Previous work experience with Grand County is preferred, but not required.

SCOPE OF SERVICES

- Building upon the Lion's Park Concept Plan (See Exhibit A) the consultant shall develop a sketch level plan for the Lions Park Area located on the south bank of the Colorado River to include both sides of SR-128. This work will include a sketch level grading plan of the entire Concept Plan area. This work effort will insure the seamless integration of the Lions Park Transit Hub into the larger Lions Park area.
- The consultant shall develop a construction bid package for the Lions Park Transit Hub which will include the transit bus loading/unloading area located south of SR-128, an underpass beneath SR-128, a restroom facility, parking areas, and the associated non-motorized pathways. The Lions Park Transit Hub construction bid package shall be in Federal Transit Authority format. Approved by the Federal Transit Authority and Grand County.

PROPOSAL SUBMISSION REQUIREMENTS

TIMELINES: To be considered, 5 (five) sealed copies of the proposal marked "Lion's Park Transit Hub Engineering Services Proposal" shall be submitted to Diana Carroll, at 125 E. Center Street, Moab, UT 84532, no later than 3:00 p.m. on Monday, January 12, 2009.

PROPOSAL OPENINGS: Proposals shall be opened by a representative from the Clerk Auditor's Office and a witness in private on Tuesday, January 13, 2009, 1:00 p.m. The amount of each

proposal, the number of respondents, and any other relevant information shall not be public until after the negotiation process has concluded.

INSTRUCTION FOR RESPONDING TO THIS RFP: It is incumbent upon each respondent to carefully examine these specifications, terms and conditions contained in this RFP. Any request for clarification or additional information shall be made in writing to the appropriate person called out on the cover page. When appropriate the County will respond through written means.

If it becomes necessary to revise or amend any part of this RFP, notice will be given to all respondents who are registered when receiving this package. To register please send an email to mwright1@grand.state.ut.us with contact information sufficient to forward any amendment. Respondents must acknowledge receipt of the amendment in their proposal. Each Respondent should ensure that they have received all amendments to this RFP before submitting their proposal; please check the Grand County web site at www.grandcountyutah.net for any amendments.

PROPOSALS: Five (5) copies of the information enumerated below is to be returned in response to this RFP. The proposals shall be sealed and marked "Lion's Park Transit Hub Engineering Services Proposal". Information that shall be submitted includes:

- Letter- A cover letter, expressing interest in performing the requested services, and a statement that the scope of work outlined above has been read and is understood by the consultant.
- Qualifications of the Consultant
- Key Project Staff – List qualifications and experience of staff members proposed to perform work for this project, including education, licenses or certifications, availability to the project, and any other information that would be useful to reviewers in selecting a consultant.
- Approach – Discuss the consultant's approach to the work to include a time line.
- Capabilities and Resources – Include an estimate of key project staff hours that will be committed to this project.
- Experience – Briefly describe any relevant past project experience and previous work experience with the Federal Transit Authority and Grand County.
- References – List at least four (4) references, including contact information.
- Appendix – Include full resumes of Key project staff
- Form 1 – Public Records Law

Proposals shall not exceed 10 pages in length. The cover letter and full key staff resumes (one page each) will not be counted towards the 10 page limit.

COST ESTIMATE: Include cost proposals in a separate, sealed envelope. Estimate man-hours and hourly rates for all classifications of personnel who may be utilized for the services requested, and/or proposed.

SELECTION SCHEDULE: Each proposal will be reviewed by a selection committee that may include but is not limited to elected officials, County staff members, and invitees of the County. The committee will evaluate the written proposals and rank each proposal on the considerations noted in RFP. The committee may request the top Respondents to attend an interview and provide additional information to the committee.

The selection committee will endeavor to negotiate a contract with the successful firm. In the event that a mutually agreeable contract cannot be negotiated with the first firm, it is anticipated that negotiations will begin with the next highest rated firm and so on until a mutually agreeable contract can be negotiated. The selection committee will forward a recommendation and draft contract to the County Council for awarding of the contract.

AREAS OF CONSIDERATION IN THE SELECTION PROCESS: The selection of the successful Respondent will be based upon the following criteria:

- Compliance with and information provided in the RFP.
- The firm's recent experience with providing services of similar size and scope and the satisfaction of previous client(s).
- Licenses and certifications required to perform work within the state of Utah.
- Demonstrated attention to detail.
- All other criteria deemed pertinent by the committee in review of the proposals.
- Demonstrated ability to establish an effective working relationship.
- Determination of meeting all the requirements contained in Requirements/Standards Governing RFB and negotiation of a contract.
- Previous work experience with Federal Transit Authority.
- Previous work experience with Grand County.
- Ability to effectively meet aggressive project schedules.

SUBMISSION OF PROPOSALS

Five (5) copies of the proposal should be submitted by 3 p.m., Monday, January 12, 2009, to:

Diana Carroll
Grand County Clerk/Auditor
125 E. Center Street
Moab, UT 84532

Electronic submissions must be e-mailed in Adobe PDF format, with "Lion's Park Transit Hub Engineering Services Proposal" in the subject line. Electronic version can be sent to dcarroll@grand.state.ut.us.

All proposals become the property of Grand County upon submission. The cost of preparing, submitting and presenting the proposal is the sole expense of the proposer. The County reserves the right to reject any and all proposals received as a result of this solicitation. The County also reserves the right to negotiate with any qualified candidate, to waive any formality or technicality, or to cancel in part or entirety this request for proposals. This solicitation for proposals in no way obligates the County to award a contract for services.

FORM 1 Public Records Law

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Upon selection of the award, submittals become “public records” and shall be subject to public disclosure consistent with the Governmental Records Management Act. Those who submit must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If you submit information exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your proposal package is (are) exempt from the Governmental Records Management Act and identify the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly. By submitting an offer in response to this solicitation, you specifically agree to defend and indemnify Grand County, County Council, and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

REQUIREMENTS/STANDARDS GOVERNING RFP.

SCOPE: The following terms and conditions, including in Requirements/Standards Governing RFP shall govern the submission of proposals. Any conflict with the terms and conditions contained in Part IV- Requirements/Standards Governing RFP and the Contract shall be controlled by the stricter term or condition. The County reserves the right to reject any proposals, which takes exception to the terms or conditions of this document.

COMPLETING PROPOSALS: Proposals must be submitted with the required forms herein and all forms must be completed in accordance with the instructions. Any and all corrections and/or erasures must be initialed and dated by the respondent. Each proposal must be manually signed in ink by an authorized respondent and all required information must be provided. Each respondent may submit only one (1) proposal. The contents of the proposal submitted by the successful respondent will become part of any contract awarded as a result of this request.

CONFIDENTIALITY OF PROPOSAL INFORMATION: Each proposal must be securely sealed to provide confidentiality of the proposal information prior to the proposal opening. The submitted proposal envelope must be prominently marked in the lower left hand corner "REQUEST FOR PROPOSAL and PROJECT TITLE" along with the proposal submission date and time. Failure to mark proposal envelopes as required is cause for proposal rejection as the County may not consider proposal improperly marked that are inadvertently opened as routine correspondence prior to the time and date set for the proposal submission.

All proposals become public information after the awarding of a contract or the rejection of all proposals and are available for inspection by the general public in accordance with the Government Records Management Act.

REQUEST FOR INFORMATION: Any request for clarification or additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to Mark Wright Grand County, 125 E. Center Street Moab, UT 84532. To be considered, any such request must be received in time to allow for the County sufficient time to prepare and disseminate a written response. When appropriate valid requests received in accordance with the foregoing will be responded to in writing from the County in the form of an addendum addressed to all prospective respondents.

ADDENDUM: All changes in connection with this request for proposals will be issued by the County's in the form of a written addendum. Signed acknowledgment of receipt of each addendum should be submitted with the proposals response.

TAX EXEMPT: Grand County is exempt from federal and state taxes. DO NOT include taxes in the proposal.

CONDITIONAL PROPOSALS: Conditional proposals are subject to rejection in whole, or in part, at the sole discretion of Grand County.

LATE PROPOSALS AND MODIFICATIONS OR WITHDRAWALS: Proposals received after the date and time indicated on the cover sheet shall not be considered and shall be returned (unopened if sealed) if the respondent is identified on the proposal envelope. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the County prior to the proposal submission deadline. After proposal opening no changes in proposal prices or other provisions of proposals prejudicial to the interest of the County or fair competition shall be permitted.

PROPOSALS BINDING: All proposals submitted shall be binding upon the respondent if accepted by Grand County within ninety (90) calendar days of the proposal submission date. Negligence upon the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for the submission of proposals.

NEGOTIATION: The County reserves the right to negotiate any and all elements of this proposal.

TIME LIMIT TO EXECUTE CONTRACT: The respondent must successfully execute a contract within the specified time after the County's notification to enter into contract. If the respondent fails to execute a contract within the required time, award to that respondent may be withdrawn and award made to the next highest rated respondent.

CODES AND REGULATIONS: All deliverables and work within the scope of this request shall be completed by the respondent in conformance with all applicable codes and regulations.

SAFETY: All practices and goods furnished as a result of this request shall comply with the federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environment codes.

NON-LIABILITY: The respondent shall not be liable for delay or failure to deliver services when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in Grand County's opinion, is beyond the control of the respondent. Under such circumstances, however, Grand County may cancel the contract if such action is deemed to be in the best interest of the County.

ASSIGNMENT OF CONTRACTUAL RIGHTS: Successful respondent shall not assign, transfer, convey or otherwise dispose of any contractual rights derived from this quotation request or its right, title or interest in or to the same, or any part thereof, without the previous written consent of Grand County.

INVOICE: Invoices shall be prepared and submitted in duplicate to Grand County Clerk Auditor's Office, 125 E. Center Street Moab, UT 84532.

COLLUSIVE PROPOSALS: The respondent certifies, by submission of a proposal, that their proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same products or

services with prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. Any evidence of collusion among respondents and prospective respondents acting to illegally restrain freedom of competition by agreement to offer a fixed price, or otherwise, will render the proposals of such respondent void.

CONFLICT OF INTEREST: The award hereunder is subject to provisions of Utah State Statutes and Grand County ordinances and policies. All respondents must disclose with their proposal the name of any officer, director, or agent who is also an employee of Grand County, Utah. Further, all respondents must disclose the name of any Grand County employee who owns, directly or indirectly, any interest in the respondent's firm or any of its branches.

No person involved in making the award decisions may have personal investments in any business entity that will create a substantial conflict between their private interests and their public duties. Any person involved in making procurement decisions is guilty of a felony if the person asks, receives, or offers to receive any emolument, gratuity, contribution, loan, or reward, or any promise thereof, either for the person's own use or the use of benefit of any other person or organization from any person or organization interested in selling to the County.

DISCLAIMER OF LIABILITY: Grand County or any of its agencies will not hold harmless or indemnify any respondent for any liability whatsoever.

HOLD HARMLESS: The respondent agrees to protect, defend, indemnify, and hold the Grand County, and its officers, council members, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission, or negligent act of the respondent, its agents, employees or representatives, in the performance of the respondent duties under any agreement resulting from award of this proposal. The respondent further shall agree to investigate, handle, respond to, provide defenses for and defend any such claims, etc., even if such claim is groundless, false or fraudulent.

ANTI-DISCRIMINATION CLAUSE: No respondent on this proposal request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

ACCURACY OF PROPOSAL: Each proposal is publicly opened and is made part of the public record of Grand County's, Clerk Auditor's Office. Therefore, it is necessary that any and all information presented is accurate and will be that by which the respondent will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail. If there is a discrepancy between the estimated quantities of work in a contract and actual quantities, the estimated quantities shall prevail.

PUBLIC RECORD: Grand County is governed by the Governmental Record Management Act (except exemptions allowed by state law). Information or data pertinent to the respondent's proposal and of a confidential nature must be bound and placed in a separate sealed envelope and included with each copy of the respondent's proposal. Grand County requests that a minimum amount of confidential material be used by the respondent in preparing responses to the proposal. Materials consisting merely of general descriptive information will not be considered confidential under any circumstances.

SUBSTITUTIONS: No substitutions will be accepted for goods proposed after award, without the prior approval of Grand County. Any substitutions allowed will be supplied at no more than the contract proposal prices.

DISCOUNTS: Any and all discounts must be incorporated as a reduction in the proposal price and not shown separately. The price as shown on the proposal shall be the price used in determining award or awards.

INCURRED EXPENSES: This proposal does not commit Grand County to make an award, nor shall the County be responsible for any cost or expenses which may be incurred by any respondent in preparing and submitting any offer, or expenses incurred by any respondent prior to the execution of a purchase order or contract agreement.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement. All specifications shall seek to promote overall economy and best use for the purpose intended and encourage competition in satisfying the County's needs.

LOCAL VENDORS. Where practical and reasonable, and within the scope of this article, Utah products and local vendors shall be given preference. Specifically, County Departments are encouraged to determine whether or not local merchants can meet prices quoted by out-of-county vendors. The purchasing agent is not required to purchase goods at the lowest price if there is an offsetting or added expense for travel, shipping, or other inconvenience associated with an out-of-County purchase.

NO WAIVER OF FUTURE RIGHTS: No provision in this document or in the respondent's proposal shall be construed, expressly or by implication, as a waiver by Grand County of any existent or future right and/or remedy available by law in the event of any claim or default or breach of contract.

BOND AMOUNTS. Upon the award of all construction contracts, the following bonds or security shall be delivered to the County: (a) A performance bond in an amount equal to 100% of the contract price; or (b) A payment bond in an amount equal to 100% of the contract price to serve as protection of all persons or companies supplying labor and/or material to the contractor or its subcontractors for the performance of the contract.

RFP DISCLAIMER. Grand County reserves the right to disqualify incomplete proposals, waive minor defects, as it deems applicable, in the written proposals, to request additional information from any respondent, change or modify the scope of the project at any time, without any penalty, negotiate terms with one or more of the respondents, reject any or all proposals, without a penalty, and take any steps necessary to act in the County's best interest. The County also reserves the unilateral right to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work.

SUSPENSION & TERMINATION. Through written notification the County may order an immediate suspension of work with or without cause. The contract may be terminated in accordance to the provision contained in the contract.