Colorado Springs Utilities

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REQUEST FOR PROPOSAL (RFP)

For

Railcar Maintenance, Repair, Cleaning & Degreasing

Project No. RFP-KR-50572

COLORADO SPRINGS UTILITIES

ENERGY SUPPLY DEPARTMENT

Date: August 4, 2006

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The following Exhibits apply and are attached or otherwise incorporated by reference where checked below:

- ☒ EXHIBIT A STATEMENT OF WORK
- ☒ EXHIBIT A1 SPECIFICATIONS FOR MAINTENANCE & REPAIR
- ☒ EXHIBIT A2 SPECIFICATIONS FOR CLEANING & DEGREASING
- ☒ EXHIBIT B SCHEDULE OF PRICES AND RATES
- ☒ EXHIBIT C CONTRACT FORM AND TERMS:
  F11-00076 Contract Goods/Services
- ☒ EXHIBIT D SUPPLIER INFORMATION [F01-09341], W9 AND ACH FORMS
  (Required if last submittal was more than one year from proposal due date)
- ☒ EXHIBIT E CONTRACTOR SAFETY PRE-QUALIFICATION FORM [F01-10095]
- ☒ EXHIBIT F CONTRACTOR ENVIRONMENTAL MANAGEMENT SURVEY [F01-10784]
  (Refer to I01-10784 for Purpose and Instructions)
- ☒ EXHIBIT T TRAVEL LIMITATIONS [I04-09327] (If cost reimbursable travel is contemplated)

SECTION 1: INTRODUCTION AND BACKGROUND

1.01 INTRODUCTION

Colorado Springs Utilities (UTILITIES) is seeking interested suppliers to submit an RFP relative to the maintenance, repair, cleaning and degreasing of its 250 Johnstown America's AutoFlood II™ Aluminum Hopper Railcars. It is the desire of UTILITIES to develop a consolidated maintenance and cleaning agreement, however, UTILITIES is open to forming more than one alliance to obtain the best value for the organization.

The concept and scope of the proposed Strategic Supplier Alliance is a long-term (three (3) years with two (2), two (2) year renewal options), on going business relationship based on achieving alliance business goals and objectives. Alliance participants will establish definite business goals and objectives for the alliance and will manage the alliance relationship to obtain the desired business results. Such mutually agreed upon business goals and objectives will be documented in the alliance agreement. The Alliance team will meet on a quarterly basis to develop milestones, goals, objectives and action plans for future meetings.

This RFP provides prospective firms with sufficient information to enable them to prepare and submit proposals for a contract(s) to provide services for the established extensive preventive maintenance and repair as well as the cleaning and degreasing to ensure maximum availability and proper working order of all UTILITIES railcars.
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1.02 DEFINITIONS

Please note the following definitions of terms as used herein:

"Agreement" means the UTILITIES standard contract and terms referenced under Exhibit C.
"Respondent" means the person, firm, or corporation that submits a formal sealed proposal and which may or may not be successful in being awarded this procurement.
"Request for Proposal (RFP)" means all documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.
'UTILITIES" means Colorado Springs Utilities, an enterprise of the City of Colorado Springs, a Colorado home rule city and municipal corporation.

1.03 REQUESTS FOR INFORMATION

The Request for Proposal (RFP) contains the instructions governing the proposals to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.

Any requests for clarification or additional information regarding the submission of this RFP shall be directed to:

Kim Roland, Senior Procurement Specialist
Colorado Springs Utilities Sourcing and Contracts Office
PO Box 1103
Colorado Springs, CO 80947-0920
Phone (719) 668-3866
Fax (719) 668-2866
kroland@csu.org

**** See Section 1.04 below for overnight deliveries.***

The person listed above is the primary designated liaison between Colorado Springs Utilities and Respondent. **Any unauthorized contact between any Respondent, its agent, employees, or others on the Respondent's behalf and Utilities staff other than Sourcing & Contracts personnel (as listed on our web site, www.csu.org) may result in rejection of the Respondent's proposal.**

Initial questions must be received in writing (Submittals by e-mail are preferable) ***no later than August 21, 2006.*** *A letter of Intent to Submit (email preferred) is requested by this date, along with reason(s) for any "No Bid" decisions.*

1.04 SUBMISSION OF PROPOSAL

Respondents are requested to submit ***six (6)*** *bound copies of the technical proposal,* ***two (2)*** *copies of the cost proposal, and* ***one (1)*** *electronic (soft) copy of both the technical and cost proposal (in Microsoft Office or PDF format).* Cost and technical proposals must be in separate envelopes clearly marked "Cost" or "Technical". Management information should be included in the technical proposal. The proposals must be received no later than **3:00 p.m.**, local time, **September 1 2006**, at UTILITIES Sourcing and Contracts Office. Responses shall be addressed as follows:

Hand or Overnight Delivery	**US Mail**
Proposal for RFP-KR-50572 Railcar Maintenance, Repair, Cleaning & Degreasing Colorado Springs Utilities Sourcing and Contracts Office 121 S. Tejon St., Suite 200 Colorado Springs, CO 80903	Proposal for RFP-KR-50572 Railcar Maintenance, Repair, Cleaning & Degreasing Colorado Springs Utilities Sourcing and Contracts Office PO Box 1103, Mail Code 0920 Colorado Springs, CO 80947-0920

Proposals may be either mailed or hand-delivered. The Respondent shall be responsible for actual delivery of the proposal to the proper office before the deadline. Any proposals received after the deadline may be returned unopened.

The proposal must contain the signature of a duly authorized officer or agent of the Respondent's company empowered with the right to bind the Respondent's company.

Each proposal must be sealed to provide confidentiality of the information prior to the submission date and time. The proposal shall be firmly wrapped and securely sealed, addressed to UTILITIES Sourcing and Contracts Office, clearly marked "Proposal for: RFP-KR-50572 Railcar Maintenance, Repair, Cleaning & Degreasing". UTILITIES will not responsible for premature opening of proposals not properly labeled.

All proposals become the property of UTILITIES upon receipt of same by UTILITIES. The content of all proposals will be kept confidential until an award is made, after which the content will no longer be kept confidential, except as provided herein.

Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified shall be sealed and submitted to the Sourcing and Contracts office prior to the proposal submission deadline.

Colorado Springs Utilities hereby notifies all Respondents that in regard to any contract entered into pursuant to this request for proposal, small and disadvantaged business enterprises will be afforded full opportunity to this request for proposal and will not be discriminated against on the grounds of race, religion, color, sex, age or national origin in consideration for an award.

1.05 SCHEDULE OF EVENTS (DUE DATES ARE 3:00 PM MDT/MST UNLESS NOTED OTHERWISE)

Event	***Date***	***Time***	
Solicitation Released to Prospective Suppliers	08/04/06		
Pre-Bid Conference (indicate NA if not applicable)	08/14/06	7:45 a.m.	**Attendance is Mandatory**
Questions & Bid / No-Bid Feedback from Suppliers	08/21/06	03:00 p.m.	
Due Date & Time for Proposals from Suppliers	09/01/06	03:00 p.m.	
Targeted Award Date	10/15/06		
Anticipated Completion Date	12/31/06		

Note: **Additional task details may be found in Exhibit A, A.1, A.2 of this solicitation**

SECTION 2: ADMINISTRATIVE REQUIREMENTS

2.01 SCOPE OF TERMS AND CONDITIONS

The following terms and conditions shall govern the submission of proposals and any Agreement resulting from this procurement. Respondents, by virtue of submission of a proposal, acknowledge and accept these Terms and Conditions.

2.02 AGREEMENT TERMS AND CONDITIONS

The terms and conditions set forth in the Exhibit (C) documents shall govern any contract(s) ensuing from this Request for Proposal. By submitting a proposal in response to this RFP, the respondent accepts the terms and conditions set forth in this RFP, including Exhibits thereto. Failure to accept these terms and conditions may result in the proposal being deemed unresponsive. Additional terms and conditions, requests for clarification, or any alterations to terms and conditions contained herein, submitted by a respondent after the solicitation due date, shall not be accepted and will not be considered for negotiation or incorporation into the terms of the awarded contract. Requests for alterations to terms and conditions of this RFP should be submitted as part of an alternate proposal in addition to, not in lieu of, the requested response and should provide details regarding benefits to UTILITIES of any proposed alternatives to terms, conditions or requirements of this RFP.

2.03 OBJECTIVE OF REQUEST FOR PROPOSAL

The objective of this RFP is to provide sufficient information to enable qualified Respondents to submit written proposals. The RFP is not a contractual offer or commitment to purchase products or services.

All information must be legible. Any and all corrections and or erasures must be initialed. Each proposal shall be accompanied by a transmittal letter signed in ink by an authorized representative of the Respondent. The contents of the proposal submitted by the successful Respondent of the RFP may become part of any contract awarded as a result of this solicitation.

This Request for Proposal refers to both UTILITIES and the City of Colorado Springs. Any rights exercised by UTILITIES hereunder may be exercised by the City and vice versa.

2.04 PRE-PROPOSAL CONFERENCE

A MANDATORY pre-proposal conference is scheduled for **7:45 a.m. August 14, 2006**

Location: Ray D. Nixon Power Plant 13545 Cooling Tower Road, Fountain, CO
Please meet at the Security Gate by 7:45 a.m. to be escorted onto the site as a group.

In the event any bidder cannot attend a “mandatory” meeting, the Sourcing and Contracts representative listed in this RFP must be contacted three (3) working days prior to the date listed above. UTILITIES at its sole discretion will determine if an alternate time/date and/or additional conference is warranted. Proposals will only be accepted from those firms attending a “mandatory” pre-proposal conference, unless otherwise stated above as “optional”.

2.05 AWARD OF CONTRACT

Contract(s) may be negotiated by Sourcing and Contracts with Respondent(s) whose proposal is determined to be most responsive to UTILITIES needs and most advantageous to UTILITIES, considering cost as well as other factors based on the criteria described herein, all as solely determined by UTILITIES. Award of contract may be made without discussion after proposals are received. Proposals should, therefore, be submitted initially on the most favorable terms, from both price and technical standpoints. UTILITIES reserves the right to reject any or all proposals, to waive formalities or informalities, and to award contract in whole or in part.

2.06 ADDENDA TO THE REQUEST FOR PROPOSAL

If it becomes necessary to revise any part of this RFP, an addendum will be posted onto the Rocky Mountain E-Purchasing website, which is available to all who have registered on the site. It is the Respondent's responsibility to monitor and download any Exhibits and Addendums that may be posted on this website. **UTILITIES will not be held responsible for additional notifications to Respondents.**

2.07 RESPONDENT RESPONSIBILITY FOR PROPOSAL COSTS

UTILITIES is not liable for any cost incurred by any Respondent associated with the preparation of a proposal or the negotiation of a contract for services prior to the issuing of the contract.

Selected Respondents may be asked to present their proposals and/or to demonstrate ability to provide products or services to UTILITIES' representatives in Colorado Springs or at another location agreeable to both parties. The Respondents shall bear all costs for such presentations.

2.08 ECONOMY OF PROPOSALS

Respondent must submit a complete and concise response to the RFP, which will be retained by UTILITIES. Proposals should be prepared simply and economically, while providing complete details of the Respondent's abilities to meet the requirements of this RFP.

2.09 SUBSTANTIVE PROPOSALS

The Respondent shall certify (a) that Respondent's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Respondent has not directly or indirectly induced or solicited any other Respondents to put in a false or sham proposal; (c) that Respondent has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a proposal; and (d) that Respondent has not sought by collusion to obtain for themselves any advantage over any other Respondents or over UTILITIES; and (e) Respondent shall not violate or cause any person to violate, the Colorado Code of Ethics (C.R.S. 24-18-101 et. seq.).

2.10 PROPOSALS BINDING

Respondents are advised that proposals shall be binding upon the Respondent for **one hundred twenty (120) calendar days** from the proposal due date. A Respondent may withdraw or modify their proposal any time prior to the proposal due date by a written request, signed in the same manner and by the same person who signed the proposal.

2.11 DISCLOSURE OF PROPOSAL CONTENT

If a proposal contains confidential or proprietary information that the Respondent does not want disclosed to the public, or used for any purpose other than the evaluation of this offer, all such information must be indicated with the following or similar statement:

"The information contained on page/s _____,_____,_____, shall not be duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided; that if a contract is awarded to this firm, as a result of the submission of such information, UTILITIES shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit UTILITIES right to use the information contained herein if obtained from another source."

All such nondisclosure items specified in the proposal shall be subject to the Colorado Public Records Act or as otherwise provided by law or regulation.

Respondent acknowledges and agrees that all material provided to UTILITIES during the RFP process and contract negotiation and administration may be used without restriction by UTILITIES in the future. Respondent must be specific about any exceptions to this provision.

In the event that a proposal is rejected, UTILITIES reserves the right to use any of the concepts or ideas contained therein without incurring any liability.

All Respondent marketing and promotional documentation supplied as part of the Respondent's proposal may be included as addenda to any final contract that may result with said Respondent.

2.12 NOTIFICATION

Respondents submitting a proposal in response to this RFP will be notified in writing as to acceptance or rejection of their proposal. All notifications will be posted onto the Rocky Mountain E-Purchasing website, which is available to all who have registered on the site. It is the Respondent's responsibility to monitor and download any information that may be posted on this website. **UTILITIES will not be held responsible for additional notifications to Respondents.**

2.13 RIGHT TO REJECT PROPOSALS AND NEGOTIATION

UTILITIES reserves the right to reject any and all proposals and to waive any formality in proposals received, to accept or reject any or all of the items in the proposal, and award the contract in whole or in part, if it is deemed in UTILITIES best interest.

UTILITIES reserves the right to negotiate any and all elements of the proposal, if such action is deemed to be in the best interest of UTILITIES.

2.14 TAXES

UTILITIES, as a governmental unit, is exempt from any and all taxes.

2.15 NON-COLORADO CORPORATIONS

Before or at the time that any resultant contract is awarded to a corporation domiciled outside the State of Colorado, such corporation shall be responsible for meeting all local, state or federal statutes associated with performing the work hereunder.

When required to perform the contract in Colorado, such corporation must obtain (and make available upon request) a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid.

2.16 DELIVERABLES AND PROJECT OBJECTIVES

Perform in accordance with Exhibit A requirements and/or as otherwise outlined below. These requirements will be included in any resultant contract issued hereunder.

A. Perform and deliver the items described in Exhibit A, Exhibit A-1, and Exhibit A-2. Describe and detail any cost advantages between the schedule as requested and any lower-cost alternative schedules.
B. Prepare and provide an initial project schedule at time of proposal and provide weekly updates to the Utilities Project Manager.
C. Collaborate with Utilities and any other designated parties involved in this project to ensure timely and effective completion.
D. Travel only as authorized in the contract to support contract objectives, and comply with Utilities Exhibit T Travel Limitations referenced herein. Where possible, inquire about and leverage Utilities rates with Colorado Springs area hotel(s).

E. Provide final training materials and/or manuals as may be required within 30 days of completion.

2.17 SELECTION PROCESS

Each Respondent may be required to show that they have satisfactorily provided products and performed similar work in the past and that no claims of any kind are pending against such work. No proposal will be accepted from a Respondent who is engaged in any work which would impair their ability to perform or finance this work. All such work shall be revealed in the proposal.

No proposal will be accepted from, nor will a contract be awarded to, any Respondent who is in arrears to UTILITIES and/or the City of Colorado Springs, Colorado, upon any debt or contract, or who is in default, as surety or otherwise, upon any obligation to UTILITIES or is deemed to be irresponsible or unreliable by UTILITIES.

The selection committee will use all facts, information, and data available to finalize its evaluation. On the basis of qualifications, technical and cost response to this RFP and subsequent evaluation activities, the selection committee intends to recommend one or more Respondent(s) to provide the required scope of this RFP.

Failure of the Respondent to provide any information requested in this RFP may result in disqualification of the proposal. UTILITIES, at its sole discretion, may elect to request clarification for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. The selection committee's sole objective will be to recommend the award of a contract to the Respondent with a proposal that is most responsive to UTILITIES needs and most advantageous to UTILITIES considering cost as well as other factors based on evaluation criteria described herein.

Proposals will be judged on the information provided in the proposal submission or provided in response to interview questions, if interviews are conducted. The following criteria will be used to evaluate the proposals:

A. Previous background and experience relevant to this RFP within the last 3 years, including services provided to previous or present clients. Proposed management team and experience with relevant projects, including resumes.
B. Schedule of pricing, rates (pricing) and/or fees for services proposed, including discounts, if any. (To be in separate sealed envelope.)
C. Technical content of the proposal, and how well the stated needs are addressed.
D. Performance (cost, schedule, technical) on relevant work performed by the proposed project team.
E. Adequacy and completeness of the proposal with regard to the information specified herein; i.e., compliance with and acceptance of all terms, conditions, and all other provisions contained in the RFP.

Discussions (oral or written), if held at the sole discretion of the evaluation committee, may be used to ensure an understanding of the requirements as part of the evaluation process when the proposal alone will not suffice. A Best and Final Offer may be requested after discussions are completed. Negotiations are at the discretion of Colorado Springs Utilities.

2.18 PROPOSAL CONTENT AND MINIMUM SUBMITTAL REQUIREMENTS

Respondents are encouraged to submit clear responses to the RFP. Responses of excessive length or overly elaborate are discouraged. UTILITIES reserves the right to include any and all portions of the selected proposal in the final contract. Due to the need for an expedient review of proposals and selection of a Respondent, Respondents are cautioned against submitting excessive and extraneous material not directly responsive to the issues raised in the RFP. Instructions regarding scope and content are given in this section. These instructions are designed to ensure the submission of information essential to the understanding and comprehensive evaluation of the proposal.

To be considered responsive, all proposals MUST include the following information with an emphasis on adding value to UTILITIES. In order to expedite the evaluation of proposals, Respondents shall organize their proposals in the sequence specified below. Proposals not addressing the following items may be considered non-responsive.

A. Detailed Company Background

At a minimum, provide the following information relative to your firm. Similar information must be provided for each sub-tier supplier and/or joint venture member.

1. Firm name and business address, including telephone number and email address.
2. Year established (include former firm names and years established, if applicable). Identify the state in which the firm was organized or incorporated.
3. Type of ownership, and name and location of parent company and subsidiaries, if any.
4. Indication of whether the firm is or will be (and when) licensed to do business in the state of Colorado.

B. Staff Resumes Assigned to Project

Provide resumes of staff that will be assigned to the project, indicating their responsibility towards the project. Indicate the person who will be in charge of the project. Advice similar information for key suppliers proposed.

C. Experience

Summarize experience and relate its relevance to the proposed project. Identify expertise relevant to the required scope herein.

D. Project Narrative

Explain any standard methodology and technology the Respondent would expect to use on this project.

E. Project Schedule

Please indicate when you could begin work and how much time could be dedicated to this project.

F. Engagement Costs/Estimated Hours: (Separate Sealed Envelope)

Provide a price schedule and/or rates by person or classification in accordance with this RFP that is proposed to UTILITIES for individuals assigned both directly and indirectly to the project (to include review time). Include other direct costs.

G. Statement of Product Interests

Explain any concerns Respondent may have in maintaining objectivity in recommending the best solution for UTILITIES. All potential conflicts of interest must be disclosed.

H. Relevant References

Respondents shall provide a list of past and present clients for relevant contracts of similar size and scope, including firm name, contact name, contact title, addresses, phone numbers, and email addresses.

I. Contractor Safety Pre-Qualification Form (SPDF)

Respondents shall complete the Safety Pre-Qualification Form and Contract Safety Guidelines Acknowledgement (Exhibit E) and submit as part of the Technical proposal.

J. Contractor Environmental Management Survey (CEMS)

Respondents shall complete the Contractor Environmental Management Survey (Exhibit F) and submit as part of the Technical proposal.