

September 16, 2009

# **REQUEST FOR PROPOSAL**

## **CONSULTING SERVICES FOR THE ESTABLISHMENT OF STORMWATER UTILITY**

Sealed proposals will be received in the Purchasing Division on **Friday, November 6, 2009 prior to 4:00p.m.** Attached are important instructions and specifications regarding responses to this Request for Proposal. Failure to follow these instructions could result in disqualification of proposer. Questions regarding this request should be in writing and should be sent as directed in this Request for Proposal. **All questions must be received by Tuesday, November 3, 2009.**

Proposals are to be marked “**RFP - ESTABLISHMENT OF STORMWATER UTILITY**” and mailed, express mailed, or hand delivered to:

**Denison City Hall  
Attn: Kevin Flanagan, City Manager  
111 North Main St.  
Denison, IA 51442**

### **Section I - INTRODUCTION**

The City of Denison, Iowa (the City) is seeking proposals from qualified firms to assist in the planning, development, and implementation of a stormwater utility. Qualified firms will have expertise in the planning, development, and implementation of stormwater utilities, regulatory compliance issues, stormwater system design, mapping and geographic information systems, stormwater rate modeling, regulations, implementation, development review, project planning, and public outreach. The ultimate goal is to establish a Stormwater Utility District with a rate structure that is revenue sufficient, fair, equitable, legally defensible, and publicly acceptable.

### **Section II - BACKGROUND**

The City of Denison has a municipal utility, the Denison Municipal Utility (DMU), which maintains, regulates, and collects fees for electric, wastewater, and water services. Stormwater control and maintenance of facilities – including the flood protection (levee) system, all piping, and otherwise stormwater conveyance system physical elements are currently funded through the city’s taxing apparatus. The City Council has authorized staff to pursue development of a new and separate stormwater utility with its own revenue structure to sustain the future maintenance and development of the utility. Other components of the proposed stormwater utility project are expected to comprise the development and implementation of stormwater utility-related policies and procedures, public outreach, necessary local ordinances, and billing protocol.

### **Section III - SCOPE OF SERVICES**

The firm the City deems the successful proposer ( the Firm ) shall recommend the geographic boundaries of a stormwater utility and the activities to support and implement a stormwater utility funding program for the City. The Firm will assess the impacts of a stormwater utility on the City's current organization (principally the Public Works Department), management, and staff. The Firm will also analyze the City's current 5-year Capital Improvement Plan. Organization and staffing needs and a funding strategy for the Stormwater Utility shall be identified based on these assessments. The Firm will provide recommendations regarding rate structures, proposed rates, and anticipated revenues including pros and cons for each recommendation and methodology used in determining the rate structure and revenue estimates. This shall also include a detailed 10-year Pro Forma. The Firm will also evaluate the impacts of a credit system on the projected revenue structure, develop policies and criteria for granting credits that will be legally defensible, and analyze if federal, state, and city holders of utility easements or other tax-exempt land or undeveloped property should be exempted. The Firm shall provide options for an appeals procedure that is legally defensible. The Firm will assist City staff in the development of a legally defensible ordinance that addresses the creation and implementation of a stormwater utility and customer / entity fee rates. The Firm will assist City staff in the development of legally defensible amendments to the City's existing Codified Ordinances that will be necessary for the implementation of a stormwater utility (e.g. Streets/Utilities/Public Service Code, Planning & Zoning Code, Building Code). The Firm will work with the City's and Crawford County's GIS and real estate databases to create a Master Account File that is fully compatible with the City's current utility billing system, and will recommend practical methods to maintain the database. It is anticipated customer charges will be included on the monthly City generated water/sewer/solid waste utility bill and collected in a similar manner. The Firm will develop a plan for information/education of the public regarding the need and implementation of a stormwater utility. The Firm must be able to gather information from numerous sources within the City of Denison and Crawford County. The Firm must present findings in public workshops and hearings. Anticipate frequent meetings initially with a Technical Assessment working Group and as needed throughout the stormwater utility implementation stages with various city personnel.

### **Section IV - PROPOSAL CONTENT**

Proposals should be concise, and must specifically address the issue of this RFP. A page can be either single or double sided in a font of at least 10 points. It is requested that the responses be in the same order as the section method.

Please provide the following:

- A.** Brief overview of the firm's history and organization that includes the name of the firm's contact person, telephone and fax number. **(Limit response to one page)**
  
- B.** Relative to the scope of services for the project, describe the specific ability of the firm. Include any innovative approaches to providing the services. Describe your firm's

experience including successes/failures relative to stormwater utility development and implementation. State within the narrative whether your firm has ever had to defend an ordinance in a court of law and if so, what was the outcome. **(Limit response to three pages maximum)**

C. List projects within the last five years specific to stormwater utility development, particularly within Iowa, and specify your firm's involvement in the process. Provide a list of references, corresponding to the projects, including current contact person and telephone number. **(Limit response to one page maximum per project)**

D. Resumes, not exceeding one page, of all key personnel who will be assigned to the project. Resumes should include any specific experience developing stormwater utilities. At least one resume should show relative experience with Master Account File development. **(Limit response to one page per resume)**

E. Describe your firm's anticipated timeline to establish and implement a stormwater utility. **(Limit response to two pages maximum)**

F. Provide a short narrative describing the project based on your understanding of the RFP scope of services. Provide a detailed approach to the project based on your overview narrative. Include in the approach project tasks and expected duration. **(Limit response to two pages maximum)**

**G. Estimated Cost**

- Provide a list of all estimated costs, direct and indirect, associated with each proposed project task, and hourly rates listed by individual personnel.
- The cost estimate will be the basis for negotiating final contract pricing.
- **The cost and fee estimate shall be submitted in a separately sealed envelope with the proposal submission.**

**Section V - EVALUATION OF PROPOSALS**

A Selection Committee comprised of the City Attorney, the City Engineer, the City Public Works Director, the City Manager, and one representative from the City Council will review proposals that are received. Proposals that are non-responsive to the above requirements will not be included for evaluation for possible short-listing. The specific criteria established for this Request for proposal is as follows:

1. Experience and expertise
2. Approach to project
3. Personnel resources
4. Proficiency in similar projects
5. References
6. Approach to Public Outreach/Education

***Estimated cost is not a selection factor. The cost estimate will be the starting point for contract negotiations regarding price.***

The City reserves the following rights to:

- A.** Conduct pre-award discussion with any or all, responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all proposers prior to selection. (Selection Committee)
- B.** Request that proposer(s) modify their proposal to more fully meet the needs of the City or to furnish additional information as the City may reasonably require. (Selection Committee)
- C.** Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award. (Selection Committee)
- D.** Process the selection of the successful proposer without further discussion. (Selection Committee)
- E.** Accept or reject qualifications or proposals in part or in whole. (Selection Committee)
- F.** Request additional qualification information. (Selection Committee)
- G.** Limit and/or determine the actual contract services to be included in a contract, if applicable. (Selection Committee or City Council as may be applicable)
- H.** Obtain information for use in evaluating submittals from any source. (Contract Manager)
- I.** Waive any irregularity in any proposal, or reject any or all submittals, should it be deemed in the best interest of City to do so. (Selection Committee or City Council as may be applicable)
- J.** The City shall be the sole judge of proposers qualifications. (Selection Committee or City Council as may be applicable)

#### **Section VI - SUBMITTAL OF RESPONSES**

Interested parties are to submit one (1) original marked ORIGINAL and seven (7) copies, each marked COPY (eight (8) total documents) of their proposal in a sealed envelope to the Denison City Hall. The envelope should be labeled **RFP - ESTABLISHMENT OF STORMWATER UTILITY** and marked with the respondent's name and address. The proposal may be mailed or delivered to:

**Denison City Hall  
Attn: Kevin Flanagan, City Manager  
111 North Main St.  
Denison, IA 51442**

**Seven copies of the cost estimate shall be submitted in a separately sealed envelope with the proposal.**

The submittal shall be received by the City only at the above address **prior to 4:00 p.m., on Friday, November 6, 2009.** The delivery of the submittal on the above date and prior to the specified time is solely the responsibility of the respondent. The submittal may be withdrawn either by written notice to the City Clerk or in person, if properly identified, at any time prior to the above submittal deadline.

**Section VII - PROPOSAL ACCEPTANCE PERIOD**

A proposal shall be binding upon the proposer and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which the proposer shortens the acceptance period may be rejected.

**Section VIII - ADDITION/DELETION**

The City reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the City.

**Section IX - LIMITATIONS**

The City reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the City for costs incurred in preparation of responses to this RFP.

**Section X - GENERAL PROVISIONS**

**A. SUBCONTRACTORS**

- It is recognized that subcontractors or specialty consultants may be utilized to do parts of the project. However, it is intended that the majority of the work be accomplished by the successful proposer. If subcontractors/consultants are planned to be used, the consultant submitting the proposal shall, as part of the proposal, submit all subcontractors/consultants proposed to complete the work and the extent of their involvement and expertise. All such subcontractors/consultants shall be subject to the approval of the City.

**B. PROTECTION OF PERSONS AND PROPERTY**

- The successful proposer shall take all reasonable precaution for the safety and protection to prevent damage, injury, or loss to all of its employees and the public.

**C. TERMINATION OF CONTRACT**

- The City reserves the right to terminate the contract for cause or convenience. Settlement payment will be based on successful delivery prior to termination. The City

will pay the aggregate price of delivered service computed in accordance with the prices specified in the contract. Failure to meet deadlines will result in liquidated damages, which will be negotiated in the contract.

**D. PROPOSAL ACCEPTANCE, WITHDRAWAL AND REJECTION**

- Each proposal shall constitute an offer to the City to enter into a contract with the City pursuant to the terms of the proposal to the extent such terms are not inconsistent with the Request for Proposals. Said offer shall not be revoked for a period of ninety (90) days from the proposal due date. If the withdrawal is made prior to the proposal deadline, proposer or his authorized representative may withdraw sealed proposals by signing a receipt for the proposal. Proposals may be submitted again prior to the proposal deadline. The City reserves the right to contract for all or part of the Scope of Services described herein and to reject any and all proposals.

**E. QUESTIONS AND ADDENDA**

- Any addenda to this Proposal will be made available to all known Proposers, prior to Proposal opening. The City is not responsible for oral instructions. Technical or otherwise questions should be directed to Kevin Flanagan, City Manager at the Denison City Hall, 712-263-3143, or e-mailed to [citymanager@denisonia.com](mailto:citymanager@denisonia.com) during normal business hours. The City reserves the right to exclude, in the final addendum, questions submitted less than 72 hours prior to the due date of this request for proposal.

**F. NON-COLLUSION AND DISQUALIFICATION**

- The proposer guarantees that the proposal submitted is not a product of collusion with any other proposer or with any other entity or other stakeholder and no effort has been made to fix the proposal price of any proposer or to fix any overhead, profit or cost element of any proposal price.

**G. AFFIRMATIVE ACTION ASSURANCE**

- The proposer shall be required to have an Affirmative Action policy which declares that it does not discriminate on the basis of race, color, religion, national origin, disability (provided the person is a qualified person with a disability) or sex.

**H. USE OF TERMS**

- The personal pronoun "he" shall be understood to include persons of both sexes and other legal entities. For the purposes of this Request for Proposal, the terms Consultant, Proposer, and Firm shall have the same meaning.

**I. LAWS AND REGULATIONS**

- The Proposer shall keep fully informed and comply with all federal and state laws, City ordinances, codes, rules and regulations that affect these services.

**J. LIABILITY INSURANCE**

- Before starting any work under the contract, the successful proposer shall, except as otherwise approved by the City, obtain and maintain at his own cost and expense, the

appropriate certificate of commercial insurance, including workers-comp provisions provided under Iowa Law, until all work is completed and accepted by the City. Such insurance shall be with companies and with limits satisfactory to the City and not less than required by law. Evidence of such insurance shall be provided within any viable proposal packet. The City will **not** accept claims-made forms or policies.

**K. INTEREST IN CONTRACT**

- Iowa Law provides that no members of the City Council, the City Manager, or any other officer or employee of the City, shall directly or indirectly be interested in any contract, job, work, or service with or for the City; nor in the profits or emoluments hereof, nor in the expenditure of any money on the part of the City other than his fixed compensation; and any contract with the City in which any such officer or employee is, or may become, interested may be declared void by the City Council. In any case the City may notify the Firm, in writing, to discontinue all work or any part thereof, and thereupon the Firm shall discontinue the work or such part there as may be designated.

**L. PROPOSAL PROTESTS**

- Proposers whose proposals are refused or rejected by the City Manager and proposers who object to the City Manager's recommendation of a contract award who desire reconsideration of the City Manager's acts must submit a written request for reconsideration to the City Manager, stating all reasons the Proposer objects to the City Manager's decisions. All requests for reconsideration must be submitted within five (5) days after the City Manager has posted notice of his recommendation for award. Proposers who fail to submit a petition for reconsideration within the said five (5) day period waive any objections to the decisions of the City Manager.