REQUEST FOR PROPOSALS

PROFESSIONAL DESIGN SERVICES
for a Recycling Staging Facility

Submit Sealed Proposals to:
City Clerk
723 South Lewis St. / P.O. Box 1449
Stillwater, OK 74076
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- CITY OF STILLWATER GENERAL CONTRACT TERMS
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I. **STATEMENT OF PURPOSE:**

The City of Stillwater (hereinafter “City”) and the Stillwater Utilities Authority (hereinafter “SUA”) are seeking proposals from firms to design a recycling staging facility that can be utilized for a construction project.

II. **INSTRUCTIONS FOR SUBMITTING PROPOSALS:**

A. **General Requirements**

1. RFPs must be received by 5:00 p.m. CST on Wednesday, August 26th, 2020. Please place proposals in a sealed envelope clearly labeled “RFP – Professional Design Services”. *Submittals received late will be returned unopened.*

2. Proposals shall be delivered sealed to:

   City Clerk  
   City of Stillwater  
   723 South Lewis Street / P.O. Box 1449  
   Stillwater, OK 74076

   Inquiries to the City/SUA requesting clarification regarding the RFP or the content therein must be made via e-mail and must be received prior to the end of the business day on August 21st, 2020.

   **Chris Knight, Waste Management Director**  
   Chris.Knight@stillwater.org

   Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all respondents as quickly as possible by addendum.

3. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a statement of qualifications. The Respondents shall also state the name and title of the individual who will have legal authority to execute the contract on the Respondent’s behalf.

B. **General Notifications**

1. The City/SUA advises all potential Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance
of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.

2. All Respondents shall comply with all applicable laws regarding equal employment opportunity and discrimination.

3. All Respondents shall comply with the American Disabilities Act (ADA).

4. The City/SUA advises all Respondents that the City/SUA has the right to modify the RFP and requirements herein, to request modified statements of qualifications from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City’s/SUA’s objectives.

5. Although it is the City’s/SUA’s intent to choose only the most qualified Respondents, the City/SUA reserves the right to choose any number of qualified finalists for interview and/or final selection. At the discretion of the City/SUA, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the qualifications.

6. This RFP does not commit the City/SUA to pay any costs incurred in the preparation of submittals, or in submission of a statement of qualifications, or the costs incurred in making necessary studies and designs for preparation thereof, or to contract for services or supplies necessary to respond. Any expenses incurred by the Respondent(s) in appearing for an interview or in any way providing additional information as part of the response to the RFP are solely the responsibility of the Respondent. The City/SUA is not liable for any costs incurred by Respondents for any work performed by the Respondent prior to the approval of an executed contract by the City/SUA.

III. CITY OF STILLWATER/STILLWATER UTILITIES AUTHORITY – WASTE MANAGEMENT OVERVIEW:

A. Basic Services

1. Stillwater is located in north–central Oklahoma and is the county seat of Payne County. Stillwater’s population figure according to the 2010 census is 45,688.

2. City’s/SUA’s current long-term contract provides for landfill disposal of municipal solid waste, green-waste, and recycling processing and expires in June, 2022.

3. The Waste Management Department provides municipal collection of residential, commercial and commercial demolition materials within
corporate city limits and surrounding areas. The department strives to make available disposal streams for citizen generated solid waste by offering collection programs that are safe, efficient, cost effective and environmentally responsible.

4. The City/SUA operates a weekly curbside automated and semi-automated system for residential solid waste and recycling collection for approximately 13,500 single-family homes. The program affords each residence a choice of five different cart combinations with selections ranging from 35 to 192 gallons of curbside capacity. Designed as a pay-as-you-throw program, citizens have the ability to match their disposal capacity to the specific disposal needs for their household. As with many municipal solid waste collection services, value added services such as house-side, green waste collection, move-in cardboard removal, 35 gallon bag program, bulk item collection, commercial cardboard collection and recycling center.

5. The City/SUA offers dumpster service for Stillwater and the surrounding areas. The City/SUA provides weekly collections for more than 1,500 dumpsters serving approximately 3,000 multi-family households and approximately 900 commercial businesses.

6. Weekly single-stream recycling along with access to the City’s recycling center is offered to residential utility customers. The City/SUA accepts cardboard, plastic (#1, 2, 5), tin, aluminum and paper in the single-stream collection. A separate glass collection is performed once a month. The recycling center also accepts the same items along with electronics, light bulbs, motor oil, antifreeze, cooking oil, textiles and bulk items.

7. Based on FY 2018 data, the total amount of solid waste recovered and disposed of by the City/SUA was approximately 24,386.12 tons. Of that, 1,185.38 tons were comprised of green-waste materials, and approximately 2,712.69 tons of recyclable materials were collected.

IV. STATEMENTS OF QUALIFICATIONS - MINIMUM CRITERIA; GENERAL CONTENT REQUIREMENTS; SCOPE OF SERVICES/FEE PROPOSAL:

A. Minimum Criteria

To be considered, interested Respondents should submit or address the following:

1. Firm Qualifications:
A description of the Respondent’s qualifications and experience and that of key personnel assigned to this project. It is noted that any required equipment, material, and staff shall be provided by the Respondent. For key personnel, please identify any project managers and other key personnel to be used throughout the project. Identify their experience and qualifications to perform the work and their responsibilities in the completion of the project.
Emphasis will be placed upon the expertise of the project manager and other key personnel assigned to the work. Illustrative and descriptive material describing previous similar work of the key team members is highly recommended.

The firm should demonstrate a general knowledge of solid waste. The proposer should also demonstrate knowledge and experience in ODEQ permitting and coordination with other government agencies, as necessary.

2. **Firm’s Approach to Customer Service:**
   Discuss the Respondent’s approach to quality, responsiveness, and overall customer service.

3. **Relevant Project Experience and References:**
   Include a list of representative projects showing expertise with this type of project. Preferably projects listed will have been completed in the last five (5) years. Include project cost, duration and any unique features of the work. Emphasize compliance with project schedule and budget. Please provide a minimum of three (3) example projects; include contact names, e-mail addresses, and telephone numbers of references at these organizations.

4. **Technical Approach:**
   Discuss the means to achieve critical project goals and objectives.

**B. General Content Requirements**

1. The proposals shall include a Cover Letter, Table of Contents, Schedule (indicate anticipated timeframe to complete identified scope of work), quality assurance approach, and Insurance (indicate availability of insurance coverage requested). A duly authorized official of the proposing firm must sign all RFP submittals and documents. A minimum of four (4) bound copies of the proposals must be submitted.

   Statements of qualifications shall be prepared as simply as possible and provide a straight forward, concise description of the Respondent’s capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on accuracy, completeness, and clarity of their proposals and capabilities.

   **Maximum size:** The statement of qualifications shall be no more than twenty (20) pages including covers, dividers, text and any other materials used to submit the proposal. One side of paper is considered to be one page. 11 X 17 paper size is allowed, if it is used to convey a single message through a chart, diagram or exhibit.
C. Scope of Services/Fee Proposal

City/SUA requests the following design services and corresponding fee proposal:

1. Survey control to accurately define the ground elevations at the proposed location.
2. Design study to include detailed civil/architectural layout and design of two (2) pre-engineered metal buildings with eave and peak elevations that do not exceed the elevations deemed acceptable by FAA.
3. Geotechnical investigation to support the required structural foundation design.
4. Electrical and mechanical design for the facility and office.
5. Development of a project manual that includes the required procurement and contract documents acceptable to the City/SUA, and supporting technical specifications.
6. Compliance with any and all permitting processes, including but not limited to ODEQ and City of Stillwater.
7. Feasibility Study.

V. EVALUATION OF PROPOSALS:

A selection committee comprised of City staff will evaluate proposals. Final selection shall be at the sole determination of the City/SUA, and if a selection is made it will be to the Respondent whose proposal is determined to be in the best interests of the City/SUA. The approval of the selected design firm will be subject to final determination of the City/SUA and will be contingent on the successful completion of a contract between the City/SUA and the selected Respondent(s). City/SUA reserves the right to reject any or all proposals and to re-solicit if it is deemed to be in the best interest of the City/SUA.

A. Evaluation Criteria

1. The selection committee will evaluate all submissions using the selection criteria set forth in the City of Stillwater Purchasing Policy. Based on evaluation, the selection committee will rank the firms. The highest ranking firms may be invited to an interview in order to make an oral presentation for further evaluation. Following interviews, the selection committee will then select a design firm for the project.

2. City/SUA will negotiate a contract for professional services based on the following process:
   a) The selected design firm will be contacted and offered the opportunity to provide the services for this project. If the design Firm accepts, contract negotiations will begin.
While the City/SUA expects to enter into a contract for professional services with the selected design firm. The contract shall incorporate this RFP and the submitted proposals. The selected firm will be bound to comply with the provisions set forth in this RFP. By submitting a proposal, Respondents are agreeing to the terms and conditions set forth in this RFP. The City/SUA may also include in the contract for professional services other terms and conditions as deemed necessary.

b) The selected design firm will submit a detailed Scope of Services and corresponding Fee Proposal to City/SUA for review.

c) City/SUA will work with the selected design firm to negotiate a contract at a fair and reasonable price.

d) If City/SUA is unable, after good faith efforts, to negotiate a satisfactory contract with the selected design firm, City/SUA will formally end negotiations with that firm and begin negotiations with the next highest ranked design firm.

VI. MISCELLANEOUS:

1. The use of the City’s/SUA’s name in any way as a potential customer is strictly prohibited except as authorized in writing.

2. The City/SUA assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending interviews, meetings or contract negotiations.

3. The City/SUA is bound to comply with the Oklahoma Open Records Act, and information submitted by you, with few exceptions, is a matter of public record. (51 O.S. § 24A.1 et seq.)

4. The City/SUA shall be under no obligation to return any materials submitted in response to this RFP.
respondent information sheet

respondent’s exact legal name:
(Must be company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA)

State of Organization: ____________________________

Type of Legal Entity: (check one)

☐ Sole Proprietorship
☐ Partnership
☐ Corporation
☐ Limited Partnership
☐ Limited Liability Company
☐ Limited Liability Partnership
☐ Other: ____________________________

respondent’s address: ____________________________________________

Street City State Zip Code

Website Address: ________________ Email Address: ______________________

primary contact:

Name: ____________________________
Street: ____________________________
City: ____________________________
State: ____________________________
Phone: ____________________________
Fax: ____________________________
Email: ____________________________

Legal or Alternate Contact:

Name: ____________________________
Street: ____________________________
City: ____________________________
State: ____________________________
Phone: ____________________________
Fax: ____________________________
Email: ____________________________
CITY OF STILLWATER GENERAL CONTRACT TERMS

It is anticipated that the City will enter into an agreement with the selected Vendor/Contractor. Contracts entered into by the City of Stillwater generally include, but are not limited to, the following terms:

1. **NO INDEMNIFICATION OR ARBITRATION BY CITY.**
   Contractor understands and acknowledges that Stillwater is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, Stillwater shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney’s fees and costs. In addition, Contractor shall not limit its liability to Stillwater for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. Stillwater reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.

2. **INTELLECTUAL PROPERTY INDEMNIFICATION BY CONTRACTOR.**
   Contractor agrees to indemnify, defend, and save harmless Stillwater and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented, trademarked, or copyrighted appliances, products, materials, or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks, or copyrights.

3. **GENERAL LIABILITY.**
   Contractor shall hold Stillwater harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.

4. **INSURANCE REQUIRED.**
   Contractor shall be required to purchase and maintain minimum insurance. See attached Minimum Insurance Requirements. Contractor is solely responsible for all costs associated with acquiring and maintaining insurance, including but not limited to, all premiums and deductibles.

5. **NO CONFIDENTIALITY.**
   Contractor understands and acknowledges that Stillwater is subject to the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this Agreement that would be inconsistent with its compliance with its statutory requirements thereunder.

6. **COMPLIANCE WITH LAWS.**
   Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec 1313 and includes, but is not limited to, the Free Employee Verification program (E-Verify) available at www.dhs.gov/E-Verify.
7. **RIGHT TO AUDIT.**
   The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by Stillwater or its designees. Contractor shall retain all records related to this Agreement for the duration of this Agreement and for a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

8. **GOVERNING LAW AND VENUE.**
   This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principals, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Payne County, Oklahoma and each party waives any objection to such venue. Stillwater does not and will not agree to binding arbitration of any disputes.

9. **NO WAIVER.**
   A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

10. **ENTIRE AGREEMENT / NO ASSIGNMENT.**
    This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein, Stillwater does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Contractor may not assign this Agreement or use subcontractors to provide the Goods and/or Services without Stillwater’s prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.

11. **EQUAL EMPLOYMENT OPPORTUNITY.**
    Each Vendor/Contractor agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

12. **FORCE MAJEURE.** In no event shall Stillwater be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, acts of God, or the declaration of a federal, state, or local emergency. In the event of a declared federal, state, or local emergency affecting Stillwater, Oklahoma, the City Manager shall have the unilateral right to suspend any or all services provided for under this Contract or to terminate this Contract without any liability whatsoever. In the event of termination, this Contract shall not be revived by the expiration of the declared emergency. In the event of suspension of any or all services during a time of declared emergency and upon expiration of said declared emergency, the parties may mutually agree in writing to resume services.
The undersigned Vendor/Contractor agrees to the inclusion of the above provisions, among others, in any contract with the City of Stillwater.

Respondent Company Name: 

Sign Here ➤

Printed Name: 

Title: 

Date: 
Minimum Insurance Requirements

The Contractor shall carry the specified insurance policies in amounts set forth below at all times during the performance of this contract:

<table>
<thead>
<tr>
<th>Insurance</th>
<th>Statutory Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workmen's Compensation:</td>
<td></td>
</tr>
<tr>
<td>Employers Liability:</td>
<td></td>
</tr>
<tr>
<td>Aggregate</td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td>Comprehensive General Liability:</td>
<td></td>
</tr>
<tr>
<td>Bodily injury; each occurrence</td>
<td>$ 500,000</td>
</tr>
<tr>
<td>Property Damage; each occurrence</td>
<td>$ 500,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td>Professional Liability</td>
<td></td>
</tr>
<tr>
<td>Annual Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Automobile Liability:</td>
<td></td>
</tr>
<tr>
<td>Bodily injury; each person</td>
<td>$ 300,000</td>
</tr>
<tr>
<td>Property damage; each occurrence</td>
<td>$ 1,000,000</td>
</tr>
</tbody>
</table>

The City of Stillwater/Stillwater Utilities Authority shall be named an additional insured on the Comprehensive General Liability policy in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, et seq. Provided, however, this shall not preclude the Contractor from carrying insurance in amounts exceeding said liability limits so long as the City/SUA is not named as an additional insured in any amount in excess of said statutory liability limits.

<table>
<thead>
<tr>
<th>Insurance</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Insurance Provider</td>
<td></td>
</tr>
<tr>
<td>Provider is a corporation organized and existing under the laws of the state of:</td>
<td></td>
</tr>
<tr>
<td>Is Provider licensed or authorized to issue insurance policies in the State of Oklahoma?</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>Does Provider have an A.M. Best Rating of A-VIII or Better?</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>Mailing Address (principal place of business)</td>
<td></td>
</tr>
<tr>
<td>Physical Address (principal place of business)</td>
<td></td>
</tr>
<tr>
<td>Telephone (Main) / (for Notice of Claims)</td>
<td></td>
</tr>
<tr>
<td>Local Agent Info</td>
<td></td>
</tr>
</tbody>
</table>