

**TOWN OF SAN LUIS  
REQUEST FOR PROPOSALS  
No. 2022-01-02**



**SPECIALIZED SERVICES RELATED TO  
BROWNFIELD PROGRAM SERVICES**

SEALED PROPOSAL SUBMISSION DEADLINE  
NO LATER THAN 4:00 P.M., September 12, 2022

**Town of San Luis, Colorado**

**Request for Proposal (RFP) No. 2022-01-02**

**Brownfield Program Services**

The Town of San Luis is looking for proposals from qualified firms with professional experience and successful past performance to assist the Town with the development of EPA Multipurpose, Assessment, RLF, and Cleanup (MARC) grant applications. The selected consultant must also be qualified to provide grant programmatic assistance, and complete environmental assessments, cleanup plans, and reuse plans. The selected consultant will provide support in the identification of potential funding sources including identifying, writing and processing grant applications. The Town of San Luis primarily intends to assess, remediate, and cleanup by renovation or demolition existing commercial and residential structures that are abandoned, vacant and dilapidated in support of community goal of elimination of slum and blight. The Town of San Luis will offer an Agreement for Brownfield Program Services to the Offeror (or multiple Offerors) that best meets the Town's requirements.

The Town of San Luis shall receive sealed proposals in the office of the Town Clerk until 4:00 P.M., on Friday, September 12, 2022 at the following location:

Town of San Luis  
408 Main Street  
Post Office Box 200  
San Luis, Colorado 81152

The RFP shall be available at <http://www.townofsanluisco.org> or by contacting the office of the Town Manager. A Pre-Proposal Conference will not be held, proposers may obtain additional information by contacting Town Manager, Susan Sanderford at (719) 992-8051. The scope of work and the criteria for selection are described in the Request for Proposals (RFP). The Town of San Luis reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process.

Susan Sanderford,  
San Luis Town Manager  
[susan.sanderford@townofsanluisco.org](mailto:susan.sanderford@townofsanluisco.org)

## **INTRODUCTION**

### **A. DESCRIPTION OF SERVICES REQUESTED**

The Town of San Luis is accepting proposals for qualified professional services related to the Town's Brownfield Program intended primarily to assess, remediate and rehabilitate or demo existing commercial and residential structures and properties in order to eliminate slum and blight conditions within the community. Proposals shall be received from organizations, businesses or individuals that are qualified to provide professional services to the Town of San Luis in the following areas:

- Identify and pursue Brownfield and related funding opportunities.
- Prepare/assist with the preparation of a FY2023 EPA Brownfield Community-wide Assessment grant application.
- Facilitate community involvement in the Brownfields grant process.
- Execute, or facilitate the execution of all services funded by the referenced Brownfield grants.
- Cleanup and Redevelopment Planning.
- Site Assessment Activities.
- Other Brownfield Related Tasks as necessary for a functional and successful program.

The Town of San Luis will offer an Agreement for Professional Services related to the Town's Brownfield Program to the Offeror (or multiple Offerors) that best meets the Town's requirements. The Town of San Luis has an established association with the Colorado Environment Department that is anticipated to result in additional related services provided by an independent NMED contractor, including but not limited to Phase I Environmental Site Assessments (ESA) and Phase II ESAs.

### **B. PROPOSAL DEADLINE**

Proposals pursuant to RFP No. 2022-01-02 must be submitted on or before Friday, September 12, 2022 at 4:00 p.m. MDT. Proposals received after the date and time set forth will be marked as "Late Submission" and will be returned unsealed to the respondent. No form of amendment will be accepted by the Town of San Luis after that time.

**C. SUBMISSION OF PROPOSALS**

Written proposals responding to the Request for Proposals RFP No. 2022-01-02 should be mailed, emailed or hand delivered to:

**Hand Delivered:**

**Town of San Luis  
Susan Sanderford  
San Luis Town Manager  
408 Main Street  
San Luis, Colorado 81152**

**Mailed:**

**Town of San Luis  
Susan Sanderford  
San Luis Town Manager  
Post Office Box 200  
San Luis, Colorado 81152**

**Emailed:**

**susan.sanderford@townofsanluisco.org**

**D. SCOPE OF PROCUREMENT**

It is anticipated by the Town of San Luis that successful proposal(s) will be funded for a term of one year with consideration to renew or extend programming subject to the San Luis Board of Trustees approval and funding appropriation.

**SUMMARY SCOPE OF SERVICES**

1. The Request for Proposal (RFP) is being issued by the Town of San Luis is to engage successful Offeror (or multiple Offerors) as provider of services related to application preparation for FY2023 EPA Brownfield grant funding to update the local brownfield inventory, assess sites with asbestos containing materials, hazardous materials and contamination, prepare risk assessments, and develop reuse plans at sites within the Town of San Luis. Emphasis is directed to vacant, abandoned, or underutilized properties that have real or perceived environmental complication.
2. Successful Offeror(s) shall operate as an independent Contractor and may consist of qualified organizations, businesses or individuals that demonstrate capability, vision, leadership and experience in the areas detailed herein. Offeror shall hire and supervise employees who are utilized to meet requirements and objectives. Offeror must identify key personnel to be assigned to the project, their qualifications and representative experience.
3. The Town of San Luis shall consider any type of proposal that meets an objective or multiple objectives of the initiative. Offeror shall detail specific plans or proposed actions intended to achieve measurable success in meeting one or more stated objectives, and shall discuss

anticipated sustainability of proposed measures. Offeror shall address the proposed structure and plan for implementation of actions and measures. Offeror shall describe how public funding shall be exchanged for a substantive contribution from the Offeror to meet community objectives.

4. Offeror shall describe the key elements and vision of the proposal that will achieve the community's goals related to revitalization, asbestos abatement and elimination of slum and blight. Proposal shall demonstrate Offeror's understanding of San Luis's unique set of challenges.
5. Offeror shall describe its experience, capability, knowledge and resources proposed to accomplish stated objectives and implement proposed measures. Proposal shall detail experience and knowledge of federal and state brownfield program requirements and processes, as well as previous similar project accomplishments. Proposal shall detail capacity and readiness to proceed of contemplated actions and plans, as applicable.
6. The Contractor agrees to indemnify and save harmless the Town against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct of the Contractor and will further indemnify and save the Town harmless against and from any and all claims arising from any breach or default on the part of the Contractor in the performance pursuant to the terms of this agreement or arising from any act or negligence of the Contractor, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action brought thereon; and in case any action or proceeding be brought against the Town by reason of any such claim. Contractor agrees to carry insurance appropriate to proposed services and contractual relationship with the Town of San Luis.
7. The Contractor shall agree that certain powers of approval will be reserved to the Town of San Luis. Among these powers are zoning and community development authority, promotion of the health, safety, morals, and general welfare of the community, conformance with community development objectives and criteria, protection against the unauthorized use of public money and other public resources, compliance with audit and financial requirements, and to protect and conserve public funding accountability.

## **PROPOSAL REQUIREMENTS**

### **A. PROPOSAL CONTENT**

1. Offerors shall submit one (1) original, copy of their proposal in a sealed envelope identifying their response to RFP No. 2022-01-02 or one pdf file emailed to [susan.sanderford@townofsanluisco.org](mailto:susan.sanderford@townofsanluisco.org).

**B. PROPOSAL EVALUATION AND SELECTION**

**A. Evaluation Point Summary**

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Offeror proposals.

<u>FACTOR</u>	<u>POINTS POSSIBLE</u>
1. Offeror Experience and Qualifications	35 pts
2. Offeror Capabilities and Capacity	25pts
3. Past Record of Performance	25pts
4. Evidence of Understanding the Scope of Work	15 pts
5. Resident Business or Resident Veterans Preference	Statutory Values
<b><u>TOTAL POINTS POSSIBLE</u></b>	<b><u>100 pts</u></b>

**B. Selection**

1. The Town of San Luis Board of Trustees and Town Manager will review and evaluate proposals.
2. The Town will undertake negotiations with the top-rated Offeror or multiple Offerors as determined to be in the best interest of the Town of San Luis.
3. Interviews will not be held with any of the Offerors. However, the Town reserves the right to hold interviews if it deems necessary.

**AWARD OF CONTRACT**

The award shall be made to the responsible Offeror (or Offerors) whose proposal is most advantageous to the Town of San Luis, taking into consideration the evaluation factors set forth in this request for proposal. After initial ranking of the proposals, at the Town’s option, the Town may decide to interview the top three (3) ranked firms to develop final rankings based on the proposals as final. Discussions may be conducted with Offerors which submit proposals determined to be reasonably qualified of being selected for award, but proposals may be accepted without such discussions.

## **TERMS & CONDITIONS**

A. **Incurring Cost**

Any Cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

B. **Amended Proposals**

Offerors may submit an amended proposal before the deadline for receipt of proposals. Such amended responses must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Town of San Luis personnel will not merge, collate, or assemble proposal materials.

C. **Offeror's Rights to Withdraw Proposal**

Offeror will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Officer.

D. **Proposal Offer Firm**

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

E. **Disclosure of Proposal Contents**

The proposals will be kept confidential until contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Town of San Luis will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act 57-3A-1 to 57-3A-8 & NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Procurement Officer shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.



F. No Obligation

This procurement in no manner obligates the Town of San Luis or any of its departments to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

G. Termination

This RFP may be cancelled at any time and any and all proposals may be rejected in whole or in part when determined such action to be in the best interest of the Town of San Luis.

H. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the awarded vendor. The Town of San Luis decision as to whether sufficient appropriations and authorizations are available will be accepted by the awarded vendor as final.

I. Legal Review

The Town of San Luis requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offerors concerns must be promptly brought to the Town of San Luis Chief Procurement Officer.

J. Governing Law

This procurement and any agreement with Offerors that may result shall be pursuant to the State of Colorado Procurement Code, or other applicable statute or ordinance.

K. Basis for Proposal

Only information supplied by the Town of San Luis in writing through this RFP should be used as the basis for the preparation of Offeror proposals.

L. Contract Terms and Conditions

The Town of San Luis reserves the right to negotiate with a successful Offeror (or Offerors) provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the Town of San Luis terms and conditions as contained in this section, the Offeror must propose specific alternative language. The Town of San Luis may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Town of San Luis and will result in disqualification of the Offeror's proposal.

M. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the Town of San Luis.

N. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed on between the Town of San Luis and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

O. Right to Waive Minor Irregularities

The Town of San Luis Town Manager reserves the right to waive minor irregularities. The Town also reserves the right to waive mandatory requirements provided that all otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Procurement Officer.

P. Bribes, Gratuities & Kickbacks

Pursuant to §CRS 18-8-302, reference is hereby made to the criminal laws of Colorado (including §CRS 24-31-809) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (§CRS 24-101-101) imposes civil and criminal penalties for its violation.

Q. Protest

Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Town of San Luis' Town Manager in accordance with the requirements of the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§CRS 24-109-102-1).

R. Agency Rights

The Town of San Luis reserves the right to accept all or a portion of an Offeror's proposal.

S. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become property of the Town of San Luis.

T. Contact with the Town of San Luis Officials or Staff Members

Any inquiries regarding the scope of work outlined in this RFP may be made to Susan Sanderford, San Luis Town Manger: 408 Main Street or [susan.sanderford@townofsanluisco.org](mailto:susan.sanderford@townofsanluisco.org).

U. Responsibility of Offeror

At all times, it shall be the responsibility of the Offeror to ensure its proposal is delivered to the Town of San Luis by the proposal due date and time. Proposals arriving late will not be considered.

V. Campaign Contribution Form

Offerors shall complete Appendix B - Campaign Contribution Disclosure Form and submit with each copy of the proposal. Failure to comply with this requirement will result in rejection of proposal.

W. Disclosure Regarding Responsibility:

Any prospective Offeror and/or any of its Principals who seek to enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:

- Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
- Have within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.
- Are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph B of this disclosure.
- Have preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied.

The Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The

knowledge and information of an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Procurement Officer. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the Town of San Luis, Town Manager may terminate the involved contract for cause. Still further the Town Manager may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Town Manager.

X. Resident Business or Resident Veterans Preference:

To be awarded additional Resident Business preference points, Offerors must include a copy of their Resident Business Certificate issued by *Colorado Department of Revenue*. In addition, for Resident Business Preference or Resident Veterans Preference the attached Certification Forms (Appendices C and D) must accompany the certificate issued by Colorado Department of Revenue. Any business wishing to receive the preference must provide proper documentation. For more information, visit: <https://tax.colorado.gov/>