

Addendum #2



Project Information

Project Name: Potholing Services for Water & Sewer

Bid Number: F22-10-082

Date: October 26, 2022

Project Manager: Adam Prior

Addendum Questions

Question #1 Is this a total of 120 potholes?

Answer The scope identified 117 sites that each having three potholes per site. Additional potholes requested would be paid based on the pricing provided. This is the first phase of a multi-year contract that may have additional work and services required.

Question #2 What are allowable work hours per day?

Answer Standard time is 7 am to 5 pm, other times outside of these times must be approved by the City.

Question #3 Shall we anticipate only (1) Greeley permit needed for the entire project?

Answer Yes only Greeley permits are required.

Question #4 Cost per Pothole and Rotomilling (Flexible Pavement) and restoration – We are not familiar with rotomilling for pothole repair, can you explain the a bit more? i.e equipment needed, size/depth of repair?

Answer Under scope of services, remove item 6.a.ii (Cost per Pothole and Rotomilling (Flexible Pavement) and restoration)

Question #5 Cost per Pothole and Core Drill (Rigid Pavement) and restoration (to include Round-trip Mobilization, Off-Site Disposal, Core Drilling, traffic control, flaggers, permits, temporary squeegee/cold patch, and permanent Hot Patch/flowfill)?

Answer Costs shall include the work required to pothole and identify the service line material and restoration per City of Greeley Public Works Construction Specifications. Sequencing and staging of work by the contractor for efficient and cost effective project is encouraged.

Question #6 Traffic control per pothole site RFP# F22-10-082 Page 7 of 19 10/6/2022 (assumes 2 flaggers needed daily as well?)

Answer Traffic control must meet City of Greeley Public Works requirements.

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| Question #7 | <p>City of Greeley, Design Criteria and Construction Specifications, Streets Volume 1, SECTION 02223 STRUCTURAL BACKFILL, 2.2 FLOWABLE BACKFILL, states, Flowable backfill will be used on all utility potholes in right-of-way. For potholes, a cap of non-shrink grout with thickness of 5½ inches is to be used on all local and minor collector streets, or a cap of non-shrink grout with thickness of 7½ inches is to be used on all arterial and major collector streets.</p> <p>Please confirm Contractors are to price all hard surface potholes with flow fill, a non-shrink grout cap and that no additional restoration of asphalt or concrete is required.</p> |
| Answer | <p>The contractor is required to meet Public Works Construction specifications and should plan on flow fill, non-shrink grout caps as required in the different street types.</p> |
| Question #8 | <p>Additionally, the Design Criteria and Construction Specifications state, "Flowable backfill shall consist of a controlled low-strength, self-leveling concrete material composed of various combinations of cement, fly ash, aggregate, water, and chemical mixture. It shall have a design compressive strength between 50 psi and 150 psi at 28 days when tested in accordance with ASTM D 4832. The mix shall result in a product having a slump in the range of 7 to 10 inches at the time of placement. The Contractor shall submit a mix design for approval by the City prior to placement. The mix design shall be supported by laboratory test data verifying compliance with the 28-day compressive strength requirements."</p> <p>Please confirm Contractors are to price the flowfill with the mix design specification.</p> |
| Answer | <p>The contractor is required to meet Public Works Construction specifications and should plan on flow fill that meets the mix design specifications.</p> |
| Question #9 | <p>Please confirm that permits are to be considered zero cost and not to be included in the pricing.</p> |
| Answer | <p>The permits will not be charged or paid directly by the Water & Sewer Department.</p> |
| Question #10 | <p>Please confirm that pay item, "Cost per Pothole and Rotomilling (Flexible Pavement) and restoration" will not need to be priced.</p> |
| Answer | <p>Under scope of services, remove item 6.a.ii (Cost per Pothole and Rotomilling (Flexible Pavement) and restoration)</p> |
| Question #11 | <p>How should Contractors approach potholing in fenced off yards?</p> |
| Answer | <p>Fencing or non-standard yard obstructions will have to be removed to facilitate the potholing and then reinstalled. Contractor to provide costs to remove and replace fences per site.</p> |
| Question #12 | <p>Will all the water meters be accessible?</p> |
| Answer | <p>Yes most meters should be visible, landscaping can sometimes hide meter pits and curb stops.</p> |
| Question #13 | <p>How long should we spend searching for service line with bad Locate/unlocatable line?</p> |
| Answer | <p>The City would recommend utilizing best practices for locating the service and should be relatively easy to locate since the meter pits and curb stop is typically visible. The end goal is to locate each water service and the City would assist in locating any challenging services.</p> |
| Question #14 | <p>Will homeowners be notified of work & needs of contractor access to complete?</p> |

| | |
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| Answer | The City will provide a person on site to address questions from Citizens and notifications will be provided prior to starting any potholing. |
| Question #15 | How to handle outdoor Pets and No Access? |
| Answer | The City will work with the home owners and the contractor to resolve any access conflicts. |



**CITY OF GREELEY
Purchasing**

**Request for Proposal
RFP #F22-10-082**

WATER SERVICE LINE INVENTORY POTHOLING PROJECT

for

**CITY OF GREELEY
WATER & SEWER DEPARTMENT**

REQUEST FOR PROPOSAL (RFP)
RFP #F22-10-082

Procurement Contact: Alex Adame
Email Address: Purchasing@greeleygov.com
Telephone Number: 970-350-9325

Proposals must be received no later than the date indicated in the Schedule of Events below.

Proposals received after this date and time will not be considered for award.

ONLY ELECTRONIC RFP RESPONSES WILL BE ACCEPTED DURING THE COVID-19 EVENT

Email your RFP Response to purchasing@greeleygov.com. Only emails sent to purchasing@greeleygov.com will be considered as responsive to the request for proposals. DO NOT submit your RFP Response to multiple email addresses. Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB. The Proposal must not exceed 20 total pages, excluding cover letter, index or table of contents, front and back covers, and title pages/separation tabs. Pages shall be 8 ½ x 11 inch except for up to four (4) pages of 11 x 17 inches. Eleven-point font or larger must be used for the proposal and appendices. Resumes included as an appendix are not considered part of the 20 pages.

The RFP number and Project name must be noted in the subject line, otherwise the proposal may be considered as non-responsive to the RFP.

Electronic submittals will be held, un-opened, until the time and date noted in the RFP documents or posted addenda.

| Schedule of Events (subject to change) | All times are MST |
|---|--|
| RFP Issued | October 7, 2022 |
| Optional Pre-Proposal Conference include date/time and location | October 18, 2022 at 10:00 am MST, 1001 11 th Ave, 2 nd Floor, Greeley, Colorado Room |
| Inquiry Deadline | October 21, 2022 before 4:00 PM |
| Final Addendum Issued | October 26, 2022 |
| Proposal Due Date | November 3, 2022 at 2:00 pm MST |
| Interviews (tentative) | TBD |
| Notice of Award (tentative) | TBD |

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EXHIBITS

| Exhibit | Title |
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| 1 | Proposal Acknowledgement |
| 2 | Sample Contract |
| 3 | Insurance |
| 4 | Debarment Form |

ATTACHMENTS

| ATCH | Title |
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| A | COG Phase 1 Potholing Map |

“Public Viewing Copy: *The City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. (“CORA”). Any proposals submitted hereunder are subject to public disclosure by the City pursuant to CORA and City ordinances. Vendors may submit one (1) additional complete proposal clearly marked “FOR PUBLIC VIEWING.” In this version of the proposal, the Vendor may redact text and/or data that it deems confidential or proprietary pursuant to CORA. Such statement does not necessarily exempt such documentation from public disclosure if required by CORA, by order of a court of appropriate jurisdiction, or other applicable law. Generally, under CORA trade secrets, confidential commercial and financial data information is not required to be disclosed by the City. Proposals may not be marked “Confidential” or ‘Proprietary’ in their entirety. All provisions of any contract resulting from this request for proposal will be public information.”*

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

The City of Greeley is a home rule municipality with a council-manager form of government and is the county seat and the most populous municipality of Weld County, Colorado. Greeley is in northern Colorado and is situated 52 miles north-northeast of the Colorado State Capitol in Denver. According to the U.S. Census Bureau, the population of the city is roughly 111,000 which makes it the 12th-most populous city in Colorado. The City has an annual budget of ~\$490M with a fiscal year that starts Jan 1st, and employees over 1100 employees. Greeley is a major city of the Front Range Urban Corridor and home to the University of Northern Colorado which is a public baccalaureate and graduate research university with approximately 12,000 students and six colleges as well as Aims Community College, which has served the community since 1967.

B. Overview

The City of Greeley Water & Sewer Department supplies water to its customers through approximately 29,000 residential, commercial, and industrial service lines. The ownership of these service lines is split at the property line, or “curb stop”, between the City of Greeley and the property owner. The City of Greeley maintains records of service line size and material for the public portion of the distribution system but has very limited information for the service line material on the “private” side of the system.

In December of 2021, the Environmental Protection Agency released revisions to the Lead and Copper Rule (LCRR), that strengthen the regulatory framework governing lead in drinking water. One of the key elements of the LCRR is the requirement for water systems to develop and maintain a service line inventory, including material information for both the publicly and privately owned portions of the system. Studies cited by the EPA in their document “Guidance for Developing and Maintaining a Service Line Inventory”, list mechanical excavation, or potholing, as the most accurate method of service line material identification. The potable water mains are typically four to eight feet deep and services lines are typically in the same range to stay below frost depths.

The City of Greeley has developed a list of sites to target for mechanical excavation (potholing) based on the investigation of service line materials. The first phase of the project will start in 2022 and will include three potholes at 120 pre-determined sites and shown in the attached map. Future phases will vary in the number of sites and potholes as the inventory is developed and further information is gathered.

The Contractor shall perform potholing and material identification at various sites to identify service line size and material (copper, galvanized, or lead). The contractor shall provide all personnel, equipment, restoration, permitting, traffic control, and vehicles necessary to sufficiently perform the work. Coordination with the City or its representative is essential for documenting service line characteristics.

The overarching purpose of this Request for Proposals (RFP) is to establish a multi-year partnership and pricing for potholing services from at least two (2) experienced contractors to provide mechanical excavation for service line material identification at pre-determined sites located within the City of Greeley based on subsequent Work Orders issued against the resulting contracts.

C. Goals

The project goal is to locate and identify or verify the material of public and private service lines at pre-determined sites in the City of Greeley to support service line inventory development. The project will be completed in phases, with the overall goal of completing multiple potholes each year for three years with the potential for extension at sites where public and private service to line needs inventoried. Phase 1 will begin in 2022 and will include 120 potholes in with a budget of \$250,000. Future work and details of future phases will be determined upon the completion of Phase 1 and may have budgets up to \$2 million per year.

SECTION II. STATEMENT OF WORK

A. Scope of Services

The proposer shall identify a project manager that will have oversight of the project on the contractor side and will coordinate with City of Greeley staff and/or representative and other contractors who may be completing any service lines replacements because of potholing results. The proposer shall provide a written implementation plan that includes the schedule of potholing locations, method of data reporting and integration, and communication activities with City staff. The following outlines the required services for completion of this project, however, the final scope of services will be negotiated with the selected firm and may be subject to modification.

1. Potholing and Material Identification

- a. Contractor shall perform potholing to expose and verify the size, location, and material of existing water service lines at identified project sites.
 - i. The Contractor shall pothole three (3) locations at each site. For most sites in the first phase of the project, Location 1 will consist of two (2) potholes between the water meter and the building structure. Potholes will be approximately 5-7 feet beyond the water meter and 2 to 5 feet beyond the building structure. Final locations will be determined in the field to avoid utilities and damage to public and private properties. Location 2 will consist of one (1) pothole between the curbstop/water meter and the water main. Potholes will be located at least 5-7 feet upstream of curbstop/water meter towards the water main. Final locations will be determined in the field to avoid utilities and damage to public and private properties.
 - ii. There may be sites in the first phase that will require additional potholes as determined by City. Any additional potholes beyond three will be paid based on additional services performed and based on proposal fees of service. The onsite City staff or representative will provide details on if and how many additional potholes are required at each site.
- b. Types of potholing services for this project may include the following:
 - i. Soft Pothole – earthen or landscaped areas and do not require asphalt or concrete removal or replacement. These areas must be restored to pre-project conditions.
 - ii. Pothole and Rotomilling – areas where rotomilling are used as the means of pavement removal for flexible pavement. These areas must be restored to permit requirements and public works standards.
 - iii. Pothole and Core Drilling – areas where core drilling is used as means of pavement or concrete removal for rigid surfaces. These areas must be restored to permit requirements and public works standards.
- c. Service lines are typically buried at a depth between 48 inches and 96 inches below grade. Certain potholes over 96 inches in depth may be required for all surface types and will be paid based on an hourly charge or price proposal.
- d. Material Identification is the primary task of this project and will be completed as follows.
 - i. Visual Inspection – observe the unearthed service line. Lead lines will be gray in color; Galvanized Steel lines will be silver/gray in color but may appear red or rusty in areas; Copper lines will have the appearance of a penny and may have green and/or blue coloration.
 - ii. Scratch Test – Scratch the line with a coin or piece of metal. Lead lines are soft metal and easily marked, revealing a shiny silver color where scratched; Galvanized Steel lines cannot be easily scratched.
 - iii. Magnetic Test – Place a magnet on the exposed line. Lead lines and Copper lines are non-magnetic; Galvanized Steel lines are magnetic.

2. Data Reporting

- a. For each project site, the Contractor shall submit a report with the following information in an excel file:
 - i. Date of pothole
 - ii. Geospatial coordinates and address of project site (to be provided by the City)

- iii. Greeley Water Account Number associated with each project site (to be provided by the City)
 - iv. Photo or video of project site pre-construction to document original condition of each pothole site.
 - v. Pothole #1, #2, #3, etc., repeated for each pothole
 - 1. Pothole type (Soft, Rotomilling, or Core Drilling)
 - 2. Location along Service from main
 - 3. Service line depth
 - 4. Service line size
 - 5. Service line material
 - 6. In-hole photo of service line following the scratch test
 - 7. A photo showing each pothole from the surface along the service line
 - 8. Results of magnet test
 - vi. Post-work photo showing pothole restoration of each pothole
- 3. Property Restoration
 - a. Work area shall be repaired and restored with like surface materials such as landscaping, concrete, asphalt, or other pre-disturbance materials.
 - b. Upon completion of work, Contractor shall repair any damages, leaving the project site in a clean and orderly condition.
 - c. City staff will review process for special repairs as needed.
 - d. All materials used in pothole restoration, backfilling, or all other permanent materials shall be submitted to the City for review and approval.
- 4. Contractor Responsibilities
 - a. The Contractor shall provide all personnel, equipment, and vehicles necessary to sufficiently perform the work.
 - b. The Contractor shall be responsible for obtaining and paying for any and all necessary permits to complete the work.
 - c. The Contractor shall provide traffic control as necessary for potholes that occur in or near the street.
 - d. The Contractor shall document pre-construction conditions via photo and/or video. Should a property owner or management company raise concerns about property damage or restoration, the Contractor's documentation of preconstruction conditions will be used to review these concerns.
 - e. Contractor shall call 811 for locating all utilities and coordinate all utility locates as required to complete work. Contractor shall relocate pothole locations to avoid other utilities. Any damage to utilities will be the contractor's responsibility to repair or replace.
 - f. The Contractor shall properly locate all water services lines, excavate all materials of whatever character required to expose the service line, survey the location of the service line, and backfill the excavation to existing grade lines with the excavated material or other approved material. Any and all damage to existing water service lines or adjacent facilities shall be repaired promptly at the Contractor's expense. The Contractor shall be responsible for locating water service lines and all other utilities beyond the limits of locates provided through the City's locate systems.
- 5. City of Greeley Responsibilities
 - a. The City will provide the site locations, including geospatial coordinates, addresses, and Greeley Water Account Number associated with each project site.
 - b. The City will inform the Contractor on if and how many potholes will be required beyond three at each project site and where along the service line those potholes should occur.
 - c. The City will provide a detailed guide for identifying material of unearthed service lines and assist when requested.
 - d. The City may provide an field observer or presentative, who will be present at sites to communicate with residents and QA/QC Contractor's work and material identification.
- 6. Cost
 - a. Contractors shall provide fully burdened unit costs with bids
 - i. Cost per Soft Pothole and restoration
 - ii. Cost per Pothole and Core Drill (Rigid Pavement) and restoration
 - iii. Cost per Pothole and Core Drill (Rigid Concrete) and restoration
 - iv. Traffic control per pothole site
 - v. Cost per Soft Pothole Restoration

- vi. Cost per pothole for 1-4 feet of additional depth
 - vii. Cost per day for additional potholing
 - viii. Cost per day for additional labor
 - ix. Cost per day for additional equipment
 - x. Total cost of potholing all 120 sites as shown in the locations
7. The contractor shall submit fixed rates for any support that maybe utilized for construction of the projects for the term of this contract. The fixed rates established in the initial contract allows for annual price increase or decrease adjustments in subsequent years. The proposed amount of increase or decrease in fixed shall be based on the justifications for the change and shall not exceed the ENR Construction Cost Index for Denver Colorado. The new proposed rates must be approved by the City in advance of being used in project costs.

B. Period of Award

The selection of the successful Contractor is anticipated to occur in November of 2022.

If the City desires to extend the contract, no later than thirty (30) days prior to expiration, the City's Purchasing Contact may send a notice in writing to the vendor requesting firm pricing for the next twelve-month period. After the City evaluates the firm pricing proposal from the vendor, it will determine whether to extend the contract. All awards and extensions are subject to annual appropriation of funds. The provisions of the foregoing paragraphs with respect to extensions of the terms of the contract shall be null and void if the contract has been terminated or revoked during the initial term or any extension thereof. All decisions to extend the contract are at the option of the City.

C. Minimum Mandatory Qualifications of Offeror

Only proposals from Contractors that have extensive, verifiable experience in performing a similar scope of work for at least 3 utilities in Colorado and can demonstrate experience in urban corridors. In addition, the proposer shall provide a detailed list of other similar or larger (in size) clients and the associated scope of services that the Contractor completed.

Proposals will only be considered from companies which meet or exceed the criteria listed below.

- 1. An absence of any previous litigation activities involving another municipal client
- 2. Key personnel to be involved in project must have been actively involved in the management or implementation of a similar project previously (as referenced above).

SECTION III. ADMINISTRATIVE INFORMATION

A. Issuing Office

The City's contact name listed herein is to be the sole point of contact concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.

B. Official Means of Communication

All official communication from the City to offerors will be via postings on an electronic solicitation notification system, the Rocky Mountain Bid System (www.rockymountainbidsystem.com). The Purchasing Contact will post notices that will include, but not be limited to, proposal document, addenda, award announcement, etc. It is incumbent upon offerors to carefully and regularly monitor the Rocky Mountain Bid System for any such postings.

C. Inquiries

Prospective offerors may make written inquiries by e-mail before the written inquiry deadline concerning this RFP to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal

conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFP (be sure to reference RFP number) should be referred to:

E-Mail: Purchasing@greeleygov.com
Subject Line: RFP #F22-10-082

Response to offerors' inquiries will be published as addenda on the Rocky Mountain Bid System in a timely manner. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFP.

Should any interested offeror, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the Purchasing Contact of such matters immediately upon discovery.

D. Insurance

The successful contractor will be required to provide a Certificate of Insurance (Exhibit 3) or other proof of insurance naming the City of Greeley as "additional insured". Coverage must include COMMERCIAL GENERAL LIABILITY coverage with minimum limits of \$2,000,000, and WORKER'S COMPENSATION coverage with limits in accordance with State of Colorado requirements.

COMPREHENSIVE AUTOMOBILE LIABILITY with minimum limits for bodily injury and property damage coverage of at least \$1,000,000, plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of this Agreement.

The City shall be named as additional Insured for General and Auto Liability Insurance.

E. Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

F. Minor Informalities

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The Purchasing Manager may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the City.

G. Responsibility Determination

The City will make awards only to responsible vendors. The City reserves the right to assess offeror responsibility at any time in this RFP process and may not make a responsibility determination for every offeror.

H. Acceptance of RFP Terms

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

I. Protested Solicitations and Awards

Right to protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract must protest in writing to the City Manager as a prerequisite to seeking judicial

relief. Protestors are urged to seek informal resolution of their complaints initially with the Purchasing Manager. A protest shall be submitted within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protests prior to bid opening or the closing date for proposals.

1. Stay of procurement during protests. In the event of a timely protest under Subsection (A) of this Section, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the City Manager makes a written determination on the record that the award of a contract without delay is necessary to protect substantial interest of the City. (Ord. 75, 1984 §2 (part))

J. Confidential/Proprietary Information

All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the Purchasing Contact provided that the submission is in accordance with the following procedures. This remains the *sole responsibility* of the offeror. The Purchasing Contact will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening. **Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the Purchasing Contact listed in this RFP.

K. Acceptance of Proposal Content

The contents of the proposal (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful offeror to perform in accordance with these obligations may result in cancellation of the award and such offeror may be removed from future solicitations.

L. RFP Cancellation

The City reserves the right to cancel this RFP at any time, without penalty.

M. Negotiation of Award

In the event only one (1) responsive proposal is received by the City, the City reserves the right to negotiate the award for the services with the offeror submitting the proposal in lieu of accepting the proposal as is.

N. Contract

A sample copy of the contract award the City will use to contract for the services specified in this RFP is attached as Exhibit 2. The attached contract is only a sample and is not to be completed at this time.

O. RFP Response/Material Ownership

All material submitted regarding this RFP becomes the property of the City of Greeley, unless otherwise noted in the RFP.

P. Incurring Costs

The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

Q. Utilization of Award by Other Agencies

The City of Greeley reserves the right to allow other State and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City of Greeley in the current term or in any future terms.

R. Non-Discrimination

The offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

S. News Releases

Neither the City, nor the offeror, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval of the other party. Written consent on the City's behalf is provided by the Public Information Office.

T. Certification of Independent Price Determination

1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:
 - a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
 - c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
2. Each person signing the Request for Proposal form of this proposal certifies that:
 - a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above; or
 - b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above.
3. A proposal will not be considered for award where (1.a), (1.c), or (2.) above has been deleted or modified. Where (1.b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.
4. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

U. Taxes

The City of Greeley is exempt from all federal excise taxes and all Colorado State and local government sales and use taxes. Where applicable, contractor will be responsible for payment of use taxes.

V. Assignment and Delegation

Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

W. Availability of Funds

Financial obligations of the City of Greeley payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void without penalty to the City.

X. Standard of Conduct

The successful firm shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee as may be necessary.

The City may request the successful firm to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.

Agents and employees of Contractor or Consultant working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the Contractor or Consultant shall require each of their employees to wear ID badges or uniforms identifying: the Contractor or Consultant by name, the first name of their employee and a photograph of their employee if using an ID badge. Their employee shall wear or attach the ID badge to the outer garments at all times.

Y. Damages for Breach of Contract

In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

Z. Other Statutes

1. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes, 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation such provisions is present.
2. The signatory hereto avers that to his/her knowledge, no City of Greeley employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

SECTION IV. PROPOSAL SUBMISSION

Following are the response requirements for this RFP. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content or aberrations in form may, at the City's discretion, render the proposal non-responsive.

RFP responses must be emailed to purchasing@greeleygov.com. Only emails sent to purchasing@greeleygov.com will be considered as responsive to the request for proposals. **DO NOT** submit your RFP Response to multiple email addresses. Emails sent to other City emails will be considered as non-responsive and will not be reviewed.

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB. The Proposal must not exceed 20 total pages, excluding cover letter, index or table of contents, front and back covers, and title pages/separation tabs. Pages shall be 8 ½ x 11 inches except for up to four (4) pages of 11 x 17 inches. Eleven-point font or larger must be used for the proposal and appendices. Resumes included as an appendix are not considered part of the 20 pages.

The RFP number and Project name must be noted in the subject line, otherwise the proposal may be considered as non-responsive to the RFP.

Electronic submittals will be held, un-opened, until the time and date noted in the RFP documents or Posted addenda.

To facilitate the evaluation, offeror shall submit and organize all responses in the same order as listed in Section V. Proposals that are determined to be at a variance with this requirement may not be accepted.

Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposal is received at the City of Greeley's Purchasing Division on or before the proposal due date and time.

SECTION V. RESPONSE FORMAT

The following items are to be included in your proposal, in the order listed. Deviation from this may render your proposal non-responsive.

A. Cover Letter

Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).

B. Use of Subcontractors/Partners

There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.

C. Minimum Mandatory Qualifications

Include an itemized description of how your company meets each of the minimum mandatory qualifications outlined in Section II, C. Failure to meet or exceed these requirements will disqualify your response.

D. Company Information

1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
2. Identify the year in which your company was established and began providing consulting services.
3. Describe any pending plans to sell or merge your company.
4. Provide a comprehensive listing of all the services you provide.

E. Evaluation Criteria

Evaluation Criterion #1 - Company and Personnel Qualifications

1. Describe your customer service philosophy.
2. Provide information from at least three accounts of similar scope. Include, at a minimum, the following information:
 - 1) Company Name, 2) Contact Name, 3) Phone Number, 4) Email Address, 5) Brief description of project scope, and 6) Status of project.

The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.

3. Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.
4. List the names of the subcontractors you expect to use, the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key subcontractor personnel who will be working on the project.
5. Provide a planned timeline or schedule for the work. Show milestones and completion dates on the schedule, if applicable.
6. Describe the methods and timeline of communication your firm will use with the City staff.

Evaluation Criterion #2 – Approach to Scope of Work

1. Describe any project approaches or ideas that you would apply to this project and that you feel would enhance the quality of your services.
2. Describe how the team will handle quality control, specifically how service line identification issues would be monitored and resolved, , and coordinated with subcontractors.

Evaluation Criterion #3 - Value/Cost of Efforts

1. Provide a cost for the services and products broken down per task listed under the **Scope of Services**, above. Show a breakdown of all reimbursable expenses required to complete the work. If applicable, the subcontractors' costs must be shown as separate items. Also, provide hourly rates for your firm and all subcontractors. These rates will be considered valid throughout the project.

F. Proposal Acknowledgement

Include this form as provided in Exhibit 1.

G. Certificate of Insurance

A sample Certificate of Insurance is provided in Exhibit 3.

H. Debarment Form

Include this form as provided in Exhibit 4.

SECTION VI. EVALUATION AND AWARD

A. Proposal Evaluation

All proposals submitted in response to this RFP will be evaluated by a committee in accordance with the criteria described below. Total scores will be tabulated, and the highest ranked firm will enter into negotiations.

If the City requests presentations by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. Please note that presentations have been tentatively scheduled per the Schedule of Events on the first page of this RFP. If your company is invited to give a presentation to the committee, these dates may not be flexible.

In preparing responses, offerors should describe in great detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to proposal information to assist the City in selecting the most qualified offeror for this contract. Following is the evaluation criteria that will be used. Criteria will be assigned a points value.

List Evaluation Criteria here:

- | | | |
|----|---------------------------------------|-----------|
| 1. | Company and Personnel Qualifications: | 30 Points |
| 2. | Approach to Scope of Work: | 30 Points |
| 3. | Value/Cost of Efforts: | 40 Points |

A presentation and/or demonstration may be requested by short-listed offerors prior to award. However, a presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal.

B. Determination of Responsibility of the Offeror

The City of Greeley awards contracts to responsible vendors only. The City reserves the right to make its offeror responsibility determination at any time in this RFP process and may not make a responsibility determination for every offeror.

The City of Greeley’s Municipal Code defines a “Responsible Offeror” as one who has “the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.” The City reserves the right to request information as it deems necessary to determine an offeror’s responsibility. If the offeror fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

COOPERATIVE PURCHASING STATEMENT

The City of Greeley encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions. To the extent, other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors; the City of Greeley supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City of Greeley may be offered by the vendor to any other governmental jurisdiction purchasing the same products. The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, contractual disputes, invoicing, and payment. The City of Greeley shall not be liable for any costs or damages incurred by any other entity.

**EXHIBIT 1
PROPOSAL ACKNOWLEDGEMENT**

The offeror hereby acknowledges receipt of addenda numbers _____ through _____.

Falsifying this information is cause to deem your proposal nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences.

By signing below, you agree to all terms & conditions in this RFP, except where expressly described in your cover letter.

Original Signature by Authorized Officer/Agent

Type or printed name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

Website Address

City, State, Zip

Proposal Valid Until (at least for 90 days)

E-Mail Address

Project Manager:

Name (Printed)

Phone Number

Vendor Mailing Address

Email Address

City, State, Zip

**EXHIBIT 2
SAMPLE CONTRACT**

(Incorporated by Reference, Use the Link Below to View)

[Exhibit 2 Sample Master Construction Contract with Work Orders v3.pdf](#)

**EXHIBIT 3
SAMPLE CERTIFICATE OF INSURANCE**

Client#: 12170 GRECI
ACORD. CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
05/14/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER ABC Insurance Company P. O. Box 1234 Anywhere, USA | CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: | | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|-----------------------------------|--|-------------|--|-------------|--|-------------|--|-------------|--|-------------|--|
| INSURED Sample Certificate | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Financial Rating of A</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Financial Rating of A | | INSURER B : | | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Financial Rating of A | | | | | | | | | | | | | | | |
| INSURER B : | | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | AOC NSR | DOB DVO | POLICY NUMBER | POLICY EFF MM/DD/YYYY | POLICY EXP MM/DD/YYYY | LIMITS |
|-------------|--|------------|------------|---------------|--------------------------|--------------------------|--|
| | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC <input type="checkbox"/> | | | | | | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | | N/A | | | <input checked="" type="checkbox"/> WC STALL- WOP LIMITS <input type="checkbox"/> OH- P/L E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Greeley is named as Additional Insured on General Liability. Waiver of subrogation is included on Work Compensation. This insurance is primary and noncontributory to insurance policies held by the City.

| | |
|--|--|
| CERTIFICATE HOLDER City of Greeley 1000 10th St Greeley, CO 80631-3808 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

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EXHIBIT 4
DEBARMENT/SUSPENSION CERTIFICATION STATEMENT

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

DUNS # (Optional) _____

Name of Organization _____

Address _____

Authorized Signature _____

Title _____

Date _____