

# **REQUEST FOR PROPOSAL**

RFP #F25-03-022

# **ON-CALL STORMWATER SPECIALTY SERVICES**

for

**Public Works & Transportation Department/Stormwater** 

# REQUEST FOR PROPOSAL RFP #F25-03-022

Procurement Contact: Margaret Almanzar

Email Address: Purchasing@greeleygov.com

Telephone Number: 970-350-9794

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.

Email your RFP Response to <a href="mailto:purchasing@greeleygov.com">purchasing@greeleygov.com</a>. Only emails sent to purchasing@greeleygov.com will be considered as responsive to the request for proposals. <a href="mailto:DO NOT">DO NOT</a> 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  $\frac{1}{2}$  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.

Schedule of Events (subject to change)	All times are MST
RFP Issued	3/31/2025
Optional Pre-Proposal Conference include date/time and location	4/8/2025 at 11:00 a.m. via Microsoft Teams Meeting
Inquiry Deadline	4/15/2025 by 11:00 p.m. emailed to purchasing@greeleygov.com
Final Addendum Issued	4/21/2025
Proposal Due Date	4/25/2025 by 1:00 p.m. emailed to purchasing@greeleygov.com
Interviews (tentative)	None Anticipated
Notice of Award (tentative)	5/5/2025

Invitation for you to attend a Pre-Proposal meeting via Microsoft Teams, Tuesday, April 8, 2025, at 11:00 a.m. (MST)

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 257 394 668 146

Meeting ID: 257 394 668 146 Passcode: FY7tB2JY

Dial in by phone

+1 347-966-8471, 863216131# United States, New York City

Find a local number

Phone conference ID: 863 216 131#
For organizers: Meeting options | Reset dial-in PIN

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#### **EXHIBITS**

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

"Public Viewing Copy: The City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 2472-200.1 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 1,100 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 (City) is soliciting "Statements of Qualifications" from multiple qualified contractors to provide various services on an as-needed basis. Contractors are not required to bid on all listed services and may submit qualifications only for those in which they have experience and expertise. Services include:

- Stormwater control measures (SCMs), including Post-construction maintenance
- CCTV inspection of City assets
- Hydro-vacuuming for cleaning and flushing of City assets

Selected firms may be contracted to provide the services for which they bid based on a negotiated scope of services and fees.

An on-call list of firms will be developed to provide these services following review and evaluation of the submitted proposals. The selected contractors will receive a two-year base contract term starting the date of Contract award. No guarantee is made to the scope of future work and may be modified at the sole discretion of the City of Greeley. Each contractor may be reevaluated periodically, based on performance and ability to meet qualification criteria.

A qualification and rates-based selection process will be used to evaluate each firm based on their responses to the following items:

- Experience providing SCM inspection and maintenance should you bid on this item.
- Experience with various municipal projects requiring hydrovac services should you bid on this item.
- Experience with various municipal projects requiring CCTV services should you bid on this item.
- Experience of proposed project manager, senior staff, and project team for all services bids.
- Representative projects of contractor showing applicable experience in categories identified and bid on.

The City reserves the right to reject any and all Statements of Qualifications and to waive any informalities.

#### C. Goals

The City of Greeley Stormwater Division intends to contract with multiple firms that specialize in one or more of the following service areas: Post-construction SCM services, hydrovac flushing and cleaning services, and CCTV inspection services. These contracts will allow the division to cost-effectively procure in-field services that meet the specific needs of the Stormwater Division outlined in the Scope of Services.

#### SECTION II. SCOPE AND REQUIREMENTS

#### A. Scope of Services

The scope of services is presented below. These tasks are intended to provide an outline of the tasks that will be supported by the selected consultants. The intent is to develop a detailed scope of services and associate fees with the selected consultants as part of the scoping and contract negotiation process. This list is not all-inclusive, and other tasks per project requirements may be added during the scope and contract negotiation process.

The work to be done consists of furnishing all labor, tools, and equipment necessary to attain access and perform services on stormwater infrastructure on an as needed basis.

#### Work Order Procedure

As this RFP intends to award several contracts to multiple Service Providers, selection of specific Service Providers for individual work orders will be made at the discretion of the City Project Manager. The City reserves the right to request unit-price quotes from all the selected Service Providers for any work order. Factors that will influence selection include, but are not limited to, cost, availability, past performance, expertise and knowledge in specific SCM service needs, hydrovaccing, or CCTV scoping/investigating. A breakdown of the services is a follows:

#### On-Call SCM Services

- Provide post-construction SCM maintenance on an as-needed basis or on a scheduled basis as part of a maintenance and inspection plan. Tasks include, but is not limited to:
  - o Vegetation management including seeding, mulching, weed spraying, and mowing
  - Sediment, trash, and debris removal
  - Hauling and disposing of material properly
  - Access road installation
  - Vegetation overgrowth removal including cattails and trees
  - Structure maintenance including outlet structure, trash rack, orifice plate, restriction plate, safety grate, trickle pan, micro pool, forebay, inlet, spillway, etc.
- For installation and maintenance, refer and adhere to Mile High Flood District guidelines for permanent and temporary control measures.
- Utilize approved seed mixes and methods as outlined in the City of Greeley Standard Stormwater Criteria.
- Follow best management practices for controlling disturbances while cleaning activities are in progress.

#### On-Call CCTV Services

- Perform line televising services to inspect and provide accurate diagnostics by:
  - Providing a lateral navigator that enables access to difficult pipes and private laterals from main lines.
  - Utilizing a camera capable of 360° pan-and-tilt and with sufficient optical and digital zoom.
  - Provide the City with CCTV footage, reports, and data of findings prior to, during, and after completion of any related projects.
  - Complete CCTV inspections of lines immediately after the cleaning process and deliver data on the spot.

# On-Call Hydrovac Truck Services

- Provide combined jet/vacuum sewer trucks that meet or exceed the following general requirements:
  - Can remove leaves, stones, bottles, cans, bricks, sand, mud, silt, and other debris from storm drain lines by the flushing action of high-pressure water jet or suction from hose and blower.
  - Must be equipped with self-contained, noncorrosive water tank supply and high-pressure water pump.
  - Must be equipped with hydraulic telescoping boom tube.
- Perform hydro-vacuuming services to flush and clean out City infrastructure in an emergency or as part of an ongoing maintenance plan. City infrastructure includes, but is not limited to:
  - Manholes
  - Drains
  - Corrugated Metal Pipes
  - Reinforced Concrete Box Culverts
  - o Reinforced Concrete Pipes
  - Forebays
  - o Channels
  - Catch Basins
  - Underdrains

Contractors may bid on one or more of the services listed above based on their experience and expertise in completing that line or work and are not required to provide all service areas.

#### B. Period of Award

The effective date of providing the required product and services shall be two (2) years from the date of executed contract and may be renewable for three (3) additional one-year periods.

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 twelvemonth 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

The Consultant (including sub-consultants) shall meet the following minimum mandatory qualifications for the proposal to be considered for evaluation. Any submittal not meeting a minimum qualification will be disqualified and cannot be considered for further evaluation.

- A clean record on SAM.gov or ability to get registered with SAM.gov within 30 days of the notice of selection.
- Have any required licenses and permits necessary to provide the services in State of Colorado, if required for certifying plans, reports, etc. This includes all sub-consultants on their team.

#### 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 preproposal 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 #F25-03-022

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.

Awarded offeror must present the City with proof of PROFESSIONAL LIABILITY COVERAGE with a minimum limit of \$1,000,000.

## 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 and acknowledges acceptance by the offeror of all terms and conditions as set forth herein. 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 attached as Exhibit 1.

#### 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.

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 copy of the awarded contract the City will use for the services specified in this RFP is attached as Exhibit 2. The attached contract 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:

- 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.
- 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.
- 3. 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.

#### 4. Accessibility and ADA Website Compliance:

- a. Compliance: The Contractor shall comply with, and the Work and Work Product provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established pursuant to Section § 24-85-103 (2.5), C.R.S (collectively, the "Guidelines"). The Contractor shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- b. Testing: The City may require the Contractor's compliance to be determined by a third party selected by the City to attest that the Contractor's has performed all obligations under this Agreement in compliance with §§ 24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established pursuant to Section § 24-85-103 (2.5), C.R.S.
- c. Validation and Remediation: The Contractor agrees to promptly respond to and resolve any instance of noncompliance regarding accessibility in a timely manner and shall remedy any noncompliant Work Product, Service, or Deliverable at no additional cost to the City. If the City reasonably determines accessibility issues exist, the Contractor shall provide a "roadmap" for remedying those deficiencies on a reasonable timeline to be approved by the City. Resolution of reported accessibility issue(s) that may arise shall be addressed as high priority, and failure to make satisfactory progress towards compliance with the Guidelines, as agreed to in the roadmap, shall constitute a breach of contract and be grounds for termination or non-renewal of this Agreement.

#### AA. 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.

#### SECTION IV. PROPOSAL SUBMISSION

Following are the submission 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.

Proposals must be emailed to <a href="mailto:purchasing@greeleygov.com">purchasing@greeleygov.com</a>. Only emails sent to <a href="mailto:purchasing@greeleygov.com">purchasing@greeleygov.com</a> will be considered as responsive to the request for proposals. <a href="mailto:Do not submit your proposal to multiple email addresses">Do not submit your proposal to multiple email addresses</a>. 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  $8 \frac{1}{2} \times 11$  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.

# Proposal submission will include:

- 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.
- One Original version proposal.
- **If desired:** One Public Viewing version of the proposal identified as "PUBLIC VIEWING COPY", in accordance with the procedure in Section III, Z. of this RFP, saved as a single .pdf file.

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.

#### 1. 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).

a) Principal contact person for this RFP, including address, telephone number, email, and website.

# 2. Company Information

- a) Provide the following information: Company Name, Address, Phone Number, and Names of Principals.
- b) Identify the year in which your company was established and began providing the services specified in this RFP.
- c) If you have ever done business with the City of Greeley, list the project name, project manager, and project dates.
- d) Provide a comprehensive listing of all the services you provide.
- e) Describe any pending plans to sell or merge your company.

# 3. 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.

#### 4. 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:

- a) The subcontractors/partners.
- b) Their area(s) of expertise.
- c) All other applicable information herein requested for each subcontractor/partner.

The City will contract solely with your company; therefore subcontractors/partners remain your sole responsibility.

## 5. Evaluation Criterion #1 – Company and Personnel Qualifications (Weight: 45 points)

a) Describe general qualifications of the firm and provide an example of the professional staff that you would assign to the City of Greeley's account by name, title, and work location.

Attach brief professional experience, qualifications, and certifications for each. Identify everyone's roles and responsibilities.

- b) Identify the person who would be the day-to-day contact for the City.
- c) Identify if the firm offers the breadth and quality of services required for the anticipated projects.
- d) Provide a list of available equipment, tools, assets, and other resources that you can field that demonstrates your capability to perform the specific work you are bidding on.
- e) Describe the firm's disaster recovery plan as it relates to the equipment, software, and personnel that would be used to provide the services described in this RFP.
- f) Provide information for at least three relevant projects of similar scope (for the item(s) you are bidding on), either currently in progress or having been completed in the past 3 years, including any projects with the City, that demonstrate the experience of the firm with respect to Section II A. Include, at a minimum: 1) company name, 2) project manager's name, 3) phone number, 4) email address, 5) brief description of project scope and valve, and 7) completion date or 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.

(Weight: 35 points)

(Weight: 20 points)

# 6. Evaluation Criterion #2 – Approach to Scope of Services

- a) Discuss your firm's general approach, methodology and techniques to complete a project in an effective, economical and professional manner. This should be specific, logical, and organized. Address your capability to communicate findings and recommendations clearly and succinctly.
- b) Describe any project approaches or ideas that you feel enhance the quality of services provided by your firm.
- c) Describe the methods your company utilizes to establish and track project timelines and schedules. Identify how the schedule is monitored to ensure that key milestone dates are met. Indicate if any of your projects or related tasks have exceeded the established project schedule and if so, explain why and what steps have been taken to ensure it does not occur on future projects.
- d) Address your firm's capacity to reply to an immediate request.
- e) Describe how your team will handle quality control, specifically how issues would be monitored and resolved, plans checked and cross-referenced and bid documents ensured to be complete, accurate, and coordinated with subcontractors
- f) Describe your approach to providing opinions of probable cost for projects.

#### 7. Evaluation Criterion #3 – Value/Cost of Efforts

- a) Provide a cost for the bided services and products broken down per task listed under the **Scope of Services**, above.
- b) Show a breakdown of all reimbursable expenses required to complete the scope of services.

c) 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.

Criteria	Evaluation Criteria	Points
Criteria 1	Company and Personnel Qualifications	45
Criteria 2	Approach to Scope of Services	35
Criteria 3	Value/Cost of Efforts	20
	Total Points	100

- 8. Proposal Acknowledgement. This required form is included as Exhibit 1.
- 9. **Certificate of Insurance**. A sample Certificate of Insurance is provided in Exhibit 3.
- 10. **Debarment Form**. This required form is included as 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 listed in Section V. Each criterion will be weighted as identified in Section V., and as listed below. Each criterion is scored from 0 to 5, with 0 being the lowest score and 5 being the highest score.

#### Scoring Legend

Rating	Description						
0	Does not meet expectations.						
1	Far below expectations, a poor response that minimally meets the requirements.						
2	Below expectations, a fair response that meets the requirements in an adequate manner.						
	Demonstrates an ability to comply with guidelines, parameters, and requirements with no						
	additional information put forth by the respondent.						
3	Meets expectations, a good response that meets all the requirements and has demonstrated in						
	a clear and concise manner a thorough knowledge and understanding of the subject matter.						
	An average or slightly above average performance with no apparent deficiencies noted.						
4	Exceeds expectations, a very good response that provides useful information, while showing experience and knowledge within the category. Proposal is well thought out and addresses all						
	requirements set forth. The respondent provides insight into their expertise, knowledge, and understanding of the subject matter.						
5	Far exceeds expectations, a superior response that is highly comprehensive, excellent reply that						
	meets all requirements of the areas within that category. Considered to be an excellent standard,						
	demonstrating the respondent's authoritative knowledge and understanding of the project.						

The City may request an interview, presentation and/or demonstration by short-listed offerors prior to award. However, an interview, presentation and/or demonstration may not be requested, and therefore, complete information should be submitted with your proposal. 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.

If the City requests interviews, presentations and/or demonstrations by short-listed offerors, committee members will submit a supplemental evaluation based upon additional information and clarification received in this phase. If your company is invited to give a presentation to the committee, these dates may not be flexible.

# 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 a	ddenda numbers through
	your proposal nonresponsive and therefore ineligible for nformation is cause to cancel a contract awarded based on
By signing below, you agree to all terms & cond	ditions in this RFP & contract.
Original Signature by Authorized Officer/Agen	nt
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 CONTRACT

(Incorporated by Reference)

COG Master Services Contract with Work Orders.doc



#### Client#: 12170 GRECI 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	CONTACT NAME:					
ABC Insurance Company	PHONE FAX (A/C, No, Ext): (A/C, No):					
P. O. Box 1234	E-MAIL ADDRESS: PRODUCER					
Anywhere, USA						
Anywhole, ook	CUSTOMER ID #:					
	INSURE	R(S) AFFORDING COVERAGE	NAIC#			
INSURED Contificate	INSURER A: Financial Ratin	INSURER A: Financial Rating of A				
Sample Certificate	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,

E	(CLUSIONS AND CONDITIONS OF SUCH POL							
INSR LTR TYPE OF INSURANCE		ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
	GENERAL LIABILITY	Y					EACH OCCURRENCE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	POLICY PRO-							\$
	AUTOMOBILE LIABILITY  ANY AUTO	Y					COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	X NON-OWNED AUTOS							\$
								\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y				X WC STATU- TORY LIMITS OTH- ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$100,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	<b>\$100,000</b>
	Ìf yes, describe under DESCRIPTION OF OPERATIONS below						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 and Automobile Liability. Waiver of subrogation is included on Workers Compensation. This insurance is primary and noncontributory to insurance policies held by the City.

CERTIFICATE HOLDER	CANCELLATION			
City of Greeley 1000 10th St Greeley, CO 80631-3808	No material change or cancellation of this policy shall be effective without thirty (30) days prior written notice to the City of Greeley.			
	AUTHORIZED REPRESENTATIVE			

CANCELLATION

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**DSM** 

# 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.

UEI # (Optional):	
Name of Organization:	
Address:	
·	
Name:	
Signature:	
<u> </u>	
Title:	
Date:	