



CITY OF GREELEY
Purchasing

Request for Proposal
RFP #FL19-07-070

RISK AND RESILIENCY ASSESSMENT

for

WATER & SEWER DEPARTMENT

SECTION 00110
RFP #FL19-07-070

REQUEST FOR PROPOSALS

The City of Greeley, Colorado under Section 4.20.090 "Competitive Sealed Proposals" is soliciting proposals for Risk and Resiliency Assessment. **Sealed** proposals must be received at Water & Sewer, Attention: Linda Ingram, 1001 11th Avenue, Second Floor, Greeley, CO 80631 **before August 20, 2019, at 2:00 p.m.** No late, faxed or electronic bids will be accepted.

The necessary documents are available online at the Rocky Mountain Online Bid System site (Bidnet). Go to <http://www.RockyMountainBidSystem.com>, in the upper right corner of the screen choose "Login" if your company has a login established or "Register" if it is the first time you are visiting this site. Follow the prompts for the option chosen. Select "Search for Open Bids and Addenda by Agency" and then select "City of Greeley." Bid opportunities will be listed, in bid due date sequence, by project name and bid number.

Proposals submitted must include the information as outlined in the selection criteria section. This is the information the firm will be evaluated upon.

No proposals shall be withdrawn for a period of sixty (60) days after receipt of proposals.

The City of Greeley retains the right to reject any and all proposals and to re-solicit if deemed to be in the best interest of the City of Greeley.

Questions pertaining to the project may be directed to Linda Ingram at linda.ingram@greeleygov.com no later than August 12, 2019.

Linda Ingram, Contract Specialist II
City of Greeley, Colorado
Purchasing Division

City of Greeley Website
July 30, 2019

REQUEST FOR PROPOSALS (RFP)
RFP #FL19-07-070

Procurement Contact: Linda Ingram
Email Address: Linda.ingram@greeleygov.com
Telephone Number: 970-350-9325

Proposals must be received no later than:

[August 20, 2019](#), before 2:00 p.m. local time

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

The City only accepts proposals in hard copy format and does NOT accept proposals submitted via fax, email, or other electronic means. Proposals are to be submitted in a sealed package with the following on the outside of the envelope:

Company Name
RFP Title Risk & Resiliency Assessment
RFP Number FL19-07-070
Due Date and Time 08-20-2019

Package must include:

- Four Copies of Proposal

Deliver proposals to:

City of Greeley
Purchasing
1001 11th Avenue, Second Floor
Greeley, Colorado 80631

Schedule of Events (subject to change)	All times are given in local Colorado time
RFP Issued	July 30, 2019
Mandatory or Optional Pre-Proposal Conference include date/time and location	NA
Inquiry Deadline	August 12, 2019
Final Addendum Issued	August 15, 2019
Proposal Due Date and Time	August 20, 2019
Interviews (tentative)	
Notice of Award (tentative)	

TABLE OF CONTENTS

Section	Title	Page
I	Background, Overview & Goals	3
II	Statement of Work	4
III	Administrative Information	7
IV	Proposal Submission	12
V	Response Format	12
VI	Evaluation and Award	13

EXHIBITS

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

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

The City of Greeley owns and operates two water treatment plants. The Bellvue Water Treatment Plant (WTP) is located northwest of Fort Collins and is the older of the two plants. It was constructed between 1946 and 1964. The plant treatment capacity approved by the Colorado Department of Public Health and Environment (CDPHE) is 35 MGD and typically produces up to approximately 32 MGD of finished water. Unit processes include raw water settling ponds, rapid mix, flocculation, sedimentation, filtration followed by disinfection. This plant operates year round having a good water quality with low turbidity and hardness.

The Boyd Lake WTP is located in Loveland and has an approved treatment capacity by CDPHE of 40 MGD. The Plant typically produces up to approximately 30 MGD of finished water. Boyd Lake is a conventional plant containing a raw water settling pond, rapid mix, flocculation, sedimentation, filtration, and disinfection. It is operated as a peaking plant in order to meet summer irrigation demands and is typically run only from April through October. It is not currently capable of operating year round. Raw water quality from Boyd Lake is considered average quality with low turbidity but moderate hardness.

The City of Greeley owns and operates a treated water distribution system that serves over 103,000 Greeley customers and additional wholesale customers. The system has approximately 817 miles of raw water pipelines, distribution, and transmission pipelines from its two water treatment plants at Bellvue and Boyd Lake, four treated water reservoir sites, four pump stations, 150 miles of large diameter transmission pipelines, 490 miles of distribution pipes and four pressure zones with 25 Pressure Reducing Valves (PRV). The water pipes in the distribution system vary in size from 4" to 36" and varying pipe materials such as steel, ductile iron, cast iron, or polyvinyl chloride. The age of the pipes varies from 1889 to new installations. Other components of Greeley's Public Water System that are part of this Scope of Work are the six high mountain reservoirs.

B. Overview

On October 23, 2018 Congress signed into law the America's Water Infrastructure Act (AWIA) (S.3021 Law 115-270). Per section 2013 of Title II, the AWIA requires utilities to conduct a Risk and Resilience Assessment (RRA) of their community water systems and develop a corresponding Emergency Response Plan (ERP) or update the existing ERP. Upon completion of the RRA, the utility must submit self-certification to the U.S. Environmental Protection Agency (USEPA) indicating that the RRA (in compliance with AWIA) is complete. Certification that a Risk & Resiliency Assessment has been conducted must be submitted to the USEPA Administrator by March 31, 2020. Within six (6) months of submitting the RRA, the community water system is required to submit a self-certification to USEPA for the corresponding ERP. Emergency Response Plans must be reviewed and completed for submittal to USEPA by September 30, 2020.

The consultant shall have sufficient proficiency and capacity to conduct the RRA and the ERP and complete the required USEPA certification submittals by the regulatory deadline.

C. Goals

The project goals are to complete the RRA and the ERP that addresses all of the criteria in AWIA section 2013 (a) and (b). The project should utilize existing tools from USEPA and other organizations, including AWWA J100-10 Risk and Resilience Management of Water and Wastewater Systems, to facilitate sound risk and resilience assessments and emergency response plans.

SECTION II. STATEMENT OF WORK

A. Scope of Services

This project is divided into three tasks to complete a records review and draft a RRA; and update Greeley's existing ERP. The level of effort required will depend on the degree to which existing documents meet the AIWA Section 2013 requirements that require community water systems serving more than 3,000 people to complete a risk and resilience assessment and develop an emergency response plan; and the standards included in the American Waterworks Association J100-10 Risk and Resilience Management of Water and Wastewater Systems (AWWA standards) The fee for these services will be negotiated.

Task 0 – Project Management & Deliverables

1. Group Kickoff Meetings at the start of the project and additional meetings as needed. The Final RRA and ERP shall be provided to City of Greeley as follows:
2. Four (4) Color Printed and Bound Copy of each Deliverable;
3. Two (2) Electronic Copies (1 PDF/1 Microsoft Word) of each Deliverables on a flash drive (with encryption) or through a secure portal per the City of Greeley's direction;
 - a. All maps or supporting documents shall be delivered to the City of Greeley in format of production (AutoCAD, ArcGIS, etc.);
4. The Consultant shall set up a secure portal for the purpose of sharing documents throughout the process. The portal should be secured to allow only the staff designated by the City of Greeley and Consultant's assigned staff;
5. The Consultant should keep in mind the intended goal that the City of Greeley be able to update and maintain their RRA and ERP on a 5 year basis. The City of Greeley is opposed to a proprietary system that would require reoccurring fees on an annual or ongoing basis; and
6. The proposal shall include any necessary site visits to evaluate the City of Greeley's assets and sites to complete full scope of services.

Task 1 – Document Review and Compliance Analysis

The Consultant shall design an AWIA Compliance review for full compliance with the requirements in the amended Section 1433(a) of the Safe Drinking Water Act, as amended by Section 2013 of AWIA and AWWA standards based on current documents, policies, plans, procedures, assessments, and personnel training lesson plans/records that the City of Greeley may already have in place. This should include a method to indicate to what degree those current concepts meet the AWIA compliance and AWWA standards, including completeness, currency (less than five years old), intent, etc. and provide a written report of the findings. The Consultant is free to determine the format of the report (e.g. table or other format) and this task should include time for review and comment from the City of Greeley and for the Consultant to receive, address and/or incorporate written comments.

After contract award, the City of Greeley will provide the Consultant with a copy of all potentially applicable existing documents that would support the review. In the proposal, the Consultant should provide a listing of any additional plans, policies or procedures they believe should be provided.

Examples of existing documents that may support this process are listed below (list in not inclusive of all documents):

Water Operations:

- **Drinking Water Emergency Plan** (2003) and the shortened version that is update annually
- **Dam Emergency Plan** for each high mountain reservoir
- **Monitoring Plan** for WTPs & Distribution System
- **Vulnerability Assessment** (2002) of Drinking Water System-physical only, no cyber assessment
- **Finished Water Storage Reservoirs Inspection Plan**
- **Reservoir Filling & Draining SOP**
- **Equipment Maintenance SOPs**
- **Cross-Connection Control Plan**
- **Spill Prevention, Control and Countermeasure Plan (SPCCP)** for Bellvue WTP, SPCCP updated every five years as required by the Oil Pollution Prevention Act
- **Risk Management Plans** for Boyd Lake & Bellvue WTPs, audited every three years; updated every five years for chlorine gas storage onsite as required by Clean Air Act
- **Waste Impoundments Closure Plan** for Boyd Lake & Bellvue Residuals

Wastewater Operations:

- **Overflow Response Plan** for Sanitary Sewer (Wastewater Collection)
- **WPCF Stormwater Management Plan & Stormwater Permit**
- **WPCF Spill Prevention, Control and Countermeasure Plan (SPCCP)**
- **WPCF Emergency Plan**

Task 2 – Conduct and Write the RRA

The concepts to be included in the RRA shall incorporate the requirements of Sec. 2013 of the AWIA, Section 1433(a) of the Safe Drinking Water Act, AWWA standards, and the information listed below, and any other subsequent updated requirements, guidance and tools that the USEPA shall provide for conducting this assessment with a justification of the approach taken.

- The risk to the system from malevolent acts and natural hazards;
- Unintentional human caused risks, such as hazardous chemical spills, incorrect system operation, critical component failure, etc.;
- Dependency hazards, to include utility interruptions (including power outages, communications outages), supply chain disruptions employee staffing issues (illness, strike), customers, transportation, and proximity – AWIA Compliance Page 15 of 42;
- The risk to and resilience of the pipes and constructed conveyances, physical barriers, reservoir structures, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, SCADA, or other automated systems (including the security of such systems), which are utilized by the system;
- The monitoring practices of the potable water system;
- The financial infrastructure of the system;

- The use, storage, or handling of various chemicals by the system;
- The monitoring practices of the City of Greeley; and
- The operation and maintenance of the system.

Task 3 – Write/Update Emergency Response Plan (ERP)

Update/Write the ERP based on three proposed levels of effort listed below. The following are concepts of which the Consultant should provide their own Project Approach, details and deliverables format.

ERP Levels of Service:

- Low Work Effort – A short chapter or section that the City can incorporate into their current ERP that explains how their All-Hazards ERP, the RRA and other relevant documents meet the AWIA and Safe Drinking Water Act (SDWA) requirements and AWWA standards. This should include addressing how all of the documents utilized throughout this planning process will be updated, cross referenced or otherwise incorporated into planning processes on an ongoing basis. Consultant to discuss if the existing City documents could provide enough information for this level of work effort.
- Medium Work Effort – In addition to the above Chapter/Section on how the agency meets the AWIA requirements, this effort would include the development of a (one) risk specific SOP/Annex document that addresses an identified planning gap from Task 2. Assumption is that the City of Greeley currently has a fairly comprehensive and current ERP.
- High Work Effort – Update an Emergency Response Plan for the City of Greeley based on a non-current ERP. The new ERP should meet the AWIA/SDWA requirements. The concepts to be included in the ERP should incorporate the requirements from the following information listed below, and any other subsequent updated requirements or guidance that the USEPA shall provide for conducting this ERP:

1. AWIA SEC. 2013 “(b) Emergency Response Plan” - “(2) plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;”

Areas where the City of Greeley already meets the AWIA requirements with current documents should not be redone, but should be referenced and/or noted in the ERP accordingly.

Sample Milestone Guidance for Scope of Work

Deliverable/Milestone	Responsible Party	Due Date
Consultant Start Date	City of Greeley	September 18, 2019
Provide Existing Documents to Consultants	City of Greeley	September 18, 2019
Task 1		
Project Kickoff Meeting	Consultant and City of Greeley	September 24, 2019
Draft Review of Existing Documents for Compliance with AWIA	Consultant	December 6, 2019
Document Review/Revision	Consultant and City of Greeley	January 3, 2020
Final Document	Consultant	January 10, 2020

Task 2		
Draft RRA	Consultant	February 21, 2020
Review/Revise RRA	Consultant and City of Greeley	March 20, 2020
Final RRA	Consultant	March 27, 2020
RRA Certification Letter to EPA from CITY OF GREELEY	City of Greeley	March 30, 2020
Task 3		
Draft ERP (based on level of work effort)	Consultant	June 5, 2020
Review/Revise ERP	Consultant and City of Greeley	August 14, 2020
Final ERP	Consultant	September 18, 2020
ERP Certification Letter to EPA from CITY OF GREELEY	City of Greeley	September 25, 2020

B. Period of Award

Selection of the successful consultant is anticipated to occur in September 2019.

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 or consultants that have three representative projects with the development, designing, fabricating, and installing of RRA and ERP similar projects for the past five years. The Consultant shall propose one or multiple project managers who have least 10 years’ experience with RRA and ERP projects.

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: linda.ingram@greeleygov.com

Subject Line: RFP #FL19-07-070

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: (Exhibit 4)

The successful contractor will be required to provide a Certificate of Insurance 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. 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: (Exhibit 2)

A sample copy of the contract award the City will use to contract for the services specified in this RFP is included as Exhibit 2 for your review. 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.

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. 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.

Y. 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.

Offerors shall submit in a sealed package:

- Four Copies of Proposal

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. The City only accepts proposals in hard copy format and does not accept proposals submitted via fax, email, or other electronic means.

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.

The outside of the package will include the following information:

- Company Name
- RFP Number
- RFP Title
- 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 Criterion #1 - Company and Personnel Qualifications

1. Provide examples or representative projects that the firm has recently completed of similar projects along with relevant past projects completed for Greeley. Provide entity contact information for reference check.
2. Provide the names and resumes of key personnel that will be preparing the RRA and ERP. Discuss the role these personnel will have on this project during the assessment and development of the ERP.
4. List the names of any subcontractors expected to be used throughout the project and discuss the services they will be providing.
5. Provide a schedule for completing the RRA and the ERP.

Evaluation Criterion #2 – Approach to Scope of Work

1. Discuss your firm's project approach to completing the defined scope of work. Provide suggestions to either additions or deletion to the scope that will make the RRA and ERP more effective.
2. Describe how the project team will produce a high quality product while meeting the proposed completion schedule.

Evaluation Criterion #3 - Cost of Project

1. Submit the estimated cost for completing the scoped RRA and ERP as defined in this RFP. Any suggestions, additions, modifications, or deletion to the preliminary scope of work services will be determined following consultant selection. Please include a separate price for any additions or deletions from scope of services that is proposed by the consultant.
2. Provide a cost estimate to complete the work broken down into groupings of tasks or scope of work items with proposed number of hours and rates for each personnel category; e.g. project manager, senior engineer, engineering technician, etc. Include subcontract work and incidentals necessary in the performance of the work tasks as separate items. These rates will be considered valid throughout the project.
3. Evaluations will consider the extent to which the work hours presented are reasonable for the effort required in each grouping and total cost.

F. Proposal Acknowledgement: (Exhibit 1)

Include this form as provided in Exhibit 1.

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 committee member's scores will be normalized to complete the ranking portion of the evaluation. The highest ranking firms will be requested for presentation or directly 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.

- | | | |
|----|---------------------------------------|-----------|
| 1. | Company and Personnel Qualifications | 35 Points |
| 2. | Project Approach to Scope of Services | 40 Points |
| 3. | Cost of Services | 25 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.

**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

Fax Number

City, State, Zip

Proposal Valid Until (at least for 90 days)

E-Mail Address

Website Address

Project Manager:

Name (Printed)

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Email Address

**EXHIBIT 2
SAMPLE CONTRACT**

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
BID TITLE AND NUMBER**

This Contract is made as of the ____ day of _____, 20**Year**, by and between the City of Greeley, Greeley, Colorado, hereinafter referred to as the CITY, and **Vendor Name** authorized to do business in the State of Colorado, hereinafter referred to as the CONSULTANT, whose address is **Vendor Address**.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of **Summary of Services Providing**.

More specifically, the scope of services is attached. The services of the CONSULTANT shall be under the direction of the Project Manager who has been designated by the Director of **Name of Department** to act as the CITY'S representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services upon execution of the Contract and complete all services on or before **Completion Date**, in conjunction with the attached schedule.

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The CITY shall pay to the CONSULTANT for services satisfactorily performed, based on sum not to exceed **Bid Amount**, which includes all direct charges, indirect charges, and reimbursable expenses stated in the attached document. The CONSULTANT will bill the CITY on a monthly basis or as otherwise provided for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the sum of billable time (including overhead and profit) for labor hours expended plus any other allowable costs and expenses for services stated in the attached document. The CONSULTANT shall track expenditures and inform the CITY of any possible cost overrun prior to completing work that would overrun the maximum contract sum. The CITY may choose to increase the budget for the work using a mutually acceptable contract amendment or it may choose not to increase the budget and terminate the work accordingly.

B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the Project Manager, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this contract are accurate, complete, and current as of the date of this Contract.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this "Certificate" within one (1) year following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon 30 days' prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

The CONSULTANT shall be paid for services actually rendered to the date of termination.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will, secure at its own expense all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in the proposal for the work, must be made known to the CITY'S representative and written approval granted by the CITY before said changes or substitutions can become effective.

The CONSULTANT declares that all services shall be performed by skilled and competent personnel to the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

ARTICLE 7 - SUBCONSULTANT

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Colorado State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to their suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S tax exemption number in securing such materials.

The CONSULTANT shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract may be cancelled and the CITY shall reimburse the CONSULTANT for expenses incurred during the contract period.

ARTICLE 10 - INSURANCE

- A. The CONSULTANT shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Colorado. The CONSULTANT shall furnish Certificates of Insurance to the CITY prior to the commencement of operations. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without ten (10) days prior written notice to the CITY. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- C. The CONSULTANT shall maintain, during the life of this Contract, professional liability insurance (errors and omissions) in the amount of \$1,000,000 per occurrence to protect the CONSULTANT of claims for damages for negligent acts, errors or omissions in the performance of professional services under this Contract, whether such acts, errors or omissions be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.
- D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of \$650,000 combined single limit bodily injury and \$50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations by the CONSULTANT or by any directly or indirectly employed by the CONSULTANT.
- E. The CONSULTANT shall maintain, during the life of this Contract, adequate Workmen's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this Contract.
- F. All insurance, other than Workmen's Compensation and Professional Liability, is to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured".

ARTICLE 11 - INDEMNIFICATION

The CONSULTANT shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the CONSULTANT, its agents, servants, or employees in the performance of services under this Contract.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey, or transfer its interest on this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent

of the CITY which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Colorado. Any and all legal action necessary to enforce the Contract will be held in Weld County and the contract will be interpreted according to the laws of Colorado. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 14 - COLORADO LAW

The Colorado Law shall prevail as the basis for contractual obligations between the CONSULTANT and the CITY for any terms and conditions not specifically stated in this Contract.

ARTICLE 15 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Colorado Statutes and ordinances of the City of Greeley. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at his/her option, enter into said association, of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 16 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the CITY'S omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONSULTANT'S subcontractor(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the CONSULTANT and its subcontractor(s) and is without the fault or negligence of either of them, the CONSULTANT shall not be deemed to be in default.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 17 - ARREARS

The CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY. The CITY shall indemnify and hold CONSULTANT harmless for any claim or liability arising from any use or reuse of the documents for any purpose other than the project and scope of work for which they were prepared.

ARTICLE 19 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, as Independent Consultant, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an independent CONSULTANT and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement, or representation other than specifically provided for in this agreement.

ARTICLE 20 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 21 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY'S cost, upon five (5) days written notice.

ARTICLE 22 - NONDISCRIMINATION

The CONSULTANT declares and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

ARTICLE 23 - SURVIVAL

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 25 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 26 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and declares that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 27 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 28 - AMENDMENTS AND MODIFICATION

No amendment and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a Contract Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 29- COMPLIANCE WITH C.R.S. § 8-17.5-101

- A. By signing this Agreement, the CONSULTANT certifies that at the time of the Certification, it does not knowingly employ or contract with any Illegal alien.
- B. By signing this Agreement, the CONSULTANT certifies that it shall not knowingly employ or contract with any illegal aliens to perform work under this contract; nor enter into a contract with any sub-contractor that knowingly employs or contracts with an illegal alien.
- C. By signing this Agreement, the CONSULTANT certifies that it has participated or attempted to participate in the basic pilot program in order to verify that it does not employ any illegal aliens.
- D. The CONSULTANT is prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
- E. By signing this agreement the CONSULTANT affirmatively acknowledges that if the contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the contractor shall be required to:
 - (i) notify the subcontractor and the contracting state agency or political subdivision within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (i) of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- F. By signing this Agreement, the CONSULTANT certifies that it shall in all respects comply with the provisions of C.R.S. § 8-17.5-101, et seq.
- G. The CONSULTANT shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the CONSULTANT fails to comply with any requirement of this provision or of C.R.S. § 8-17.5-101, et seq., the CITY may terminate this contract for breach and the CONSULTANT shall be liable for actual and consequential damages.

ARTICLE 30 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Greeley
Project Representative Information
Greeley, CO 80631
Ph: 970-
Fax: 970-
Email:

and if sent to the CONSULTANT shall be mailed to:

Vendor Information
Ph:
Fax:
Email:

IN WITNESS WHEREOF, the City of Greeley, County of Weld, has made and executed this Contract on behalf of the CITY and CONSULTANT has hereunto set his/her hand the day and year above written.

City of Greeley, Colorado

Vendor Name

Approved as to Substance

City Manager-Roy Otto

By

Reviewed as to Legal Form

OFFICE OF THE CITY ATTORNEY

Title

City Attorney-Doug Marek

Certification of Contract
Funds Availability

Director of Finance-Renee Wheeler

CERTIFICATE OF LIABILITY INSURANCE

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.

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.

PRODUCER: ABC Insurance Company, P. O. Box 1234, Anywhere, USA. CONTACT NAME, PHONE, FAX, E-MAIL, ADDRESS, PRODUCER CUSTOMER ID #, INSURER(S) AFFORDING COVERAGE, NAIC #, INSURED: Sample Certificate, INSURER A: Financial Rating of A, INSURER B, C, D, E, 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.

Table with 7 columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

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.

CERTIFICATE HOLDER CANCELLATION

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

FL19-07-070
Risk and Resiliency Assessment

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 _____