



**CITY OF GREELEY
Purchasing**

**Request for Proposal
RFP #FS22-10-087**

CASCADE PARK DRAINAGE IMPROVEMENTS

for

**CITY OF GREELEY PUBLIC WORKS DEPARTMENT /
STORMWATER MANAGEMENT DIVISION**

REQUEST FOR PROPOSALS (RFP)
RFP #FS22-10-087

Procurement Contact: Shantelle Griego
Email Address: Purchasing@greeleygov.com
Telephone Number: 970-350-9333

Proposals must be received no later than:

November 10, 2022, before 4:00 p.m. local time

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

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

Email your RFP Response to Purchasing@greeleygov.com. Submit your RFP response to this email only – please do not email to multiple people. Only emails sent to Purchasing@greeleygov.com will be considered as responsive to the request for proposals. 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 20 MB.

The RFP number and Project name must be noted in the subject line. Proposals failing to include this information in the subject line 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 given in local Colorado time
RFP Issued	October 18, 2022
Virtual Pre-Proposal Conference	October 26, 2022, 11:00AM – 11:30AM via Microsoft Teams, click link below
Inquiry Deadline	November 4, 2022, before 4:00PM
Final Addendum Issued	November 8, 2022
Proposal Due Date and Time	November 10, 2022, before 4:00PM
Interviews (tentative)	December 7, 2022
Notice of Award (tentative)	December 8, 2022

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 211 815 540 129

Passcode: h3KDip

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EXHIBITS

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

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

The City of Greeley is a community with a population of approximately 110,000, located west of the confluence of the South Platte and Cache la Poudre Rivers. Greeley's climate is generally semi-arid with an average high temperature of 64°F and an average low of 37°F. Average precipitation is between 12 to 14 inches annually.

The Cascade Park Neighborhood is a hilly single-family residential neighborhood located east of 35th Avenue and south of 20th Street. Constructed in the early 1970s, the majority of the neighborhood drains west and north to West Lake in Sanborn Park. Figure 1 depicts the general vicinity of the Cascade Park neighborhood. Meeker Elementary and Greeley West High School are west of the neighborhood.

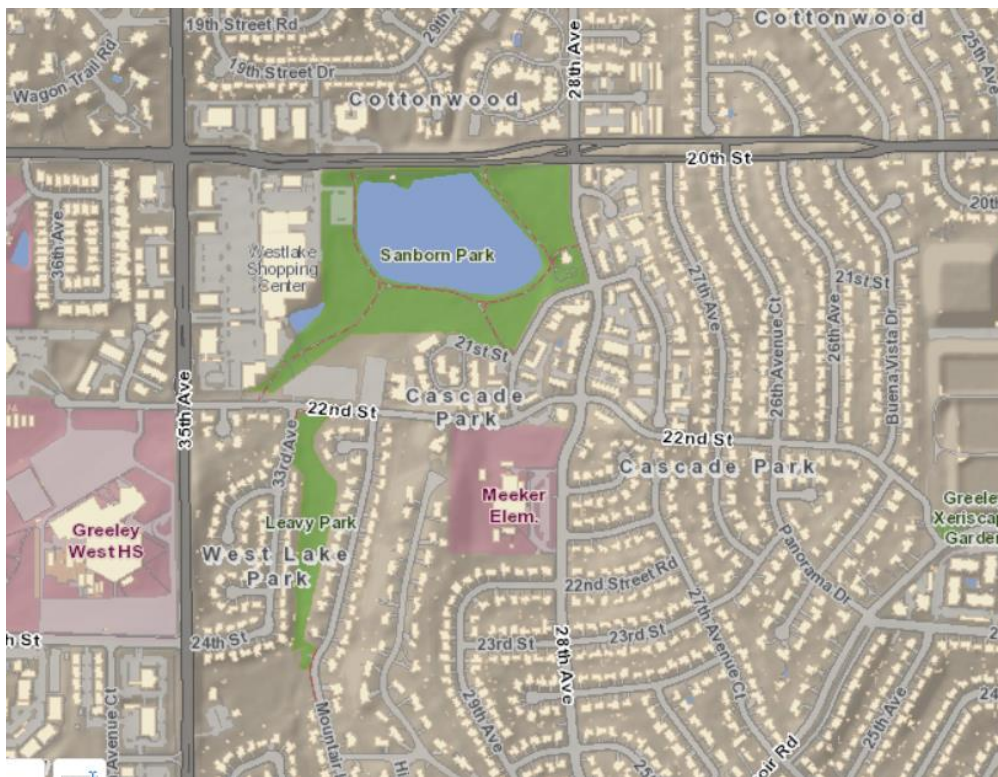


Figure 1 - Vicinity Map

The Cascade Park neighborhood is located in the 28th Avenue Basin, which was most recently studied with the City of Greeley Comprehensive Drainage Master Plan Update in 2006 by Anderson Consulting Engineers. This report and other applicable document references are presented in exhibit 5. The Cascade Park neighborhood was included in the hydrologic and hydraulic analysis in the Master Plan, but no projects were recommended as a result of that plan.

Stormwater runoff is primarily collected in residential streets, with three storm line systems in place. All three of these storm mains convey runoff through backyards along shared residential lot lines. Figure 2 depicts the location of existing storm sewers in the Cascade Park neighborhood.

A single type 13 valley and double Type 13 valley inlet are present in the 22nd Street and 27th Avenue intersection, which conveys flow two lots to the north in a 30" concrete pipe. This pipe crosses one water distribution line and three water transmission lines, varying in size from 20" to 30" in diameter. Exhibit 6 of this RFP depicts existing utilities in the area.



Figure 2 – Cascade Park Storm Sewers

A single sump combination inlet exists on the west and east sides of 27th Avenue, which converge with the 27th Avenue 30" pipe. These four inlets convey west through residential yards in a 30" concrete pipe to 27th Avenue Court, as shown in Figure 3.



Figure 3 – 27th Avenue Area Storm System

The City estimated more than 40 acres of tributary area up-gradient of the inlet on the west side of 27th Avenue, with a peak 100-year flow exceeding 80 cfs. An overflow swale is not available in the event of clogging; proximity of structures indicates significant challenges in providing a simple overflow swale. The elevation of 22nd Street increases approximately 14 feet between 27th Avenue and 27th

Avenue Court, and the presence of water transmission lines in 22nd Street present an additional challenge to re-routing the storm main through 22nd Street.

On May 8, 2017, Greeley experienced a rain event exceeding the 25-year storm, accompanied with significant hail. Multiple addresses on 27th Avenue north of 22nd Street received flows into their residential structure. Additional localized flooding events have been reported to the City, typified by inlet clogging compounding drainage issues. Residents have a history of wading into stormwater to remove debris from inlets with the goal of protecting their homes from rising waters. Photographs, high water marks, and notes will be provided to the selected consultant.

B. Overview

This project intends to produce final design plans for localized capital storm drainage improvements to reduce system clogging and protect residences from frequent flooding. It is not the City's expectation that upsizing the 30" storm line to Sanborn Park will be feasible.

Major design tasks and timeline for the stormwater project include:

1. Complete a detailed evaluation and analysis of the storm drainage system in Cascade Park along and review of the 28th Avenue Drainage Basin Master Plan by early April 2023;
2. Complete an Alternatives Analysis by July 2023;
3. Complete the construction bid package by December 2023.

City of Greeley Stormwater Division priorities for this project will be based on a benefit cost analysis where benefits include: flood protection of structures; debris performance efficiency, and increase in quality of life for neighborhood residents.

Other expectations:

1. Consultant should be prepared to meet at least once per month with the City Team, with other meetings as necessary dependent on workload and schedules.
2. Frequent, honest and straightforward communication will be a must.

C. Goals

The primary goals for this project is to economically protect existing residential structures to the 1% annual exceedance event, improving the health and safety of Greeley residents and reducing maintenance concerns with a problematic area.

SECTION II. STATEMENT OF WORK

A. Scope of Services

The City has determined that, at a minimum, the following scope of work will be necessary in order to successfully complete the project. Additional scope items may be proposed by prospective Consultants as a part of their Proposals. Changes-in-scope are possible, but not anticipated, after contract award and shall be dealt with on a case-by-case basis.

1. General Design Services
 - a. Project Management and Coordination. The Consultant shall coordinate all aspects of the work, to include data collection, research, surveying, topographic verification and analysis, preparation of monthly progress reports, provide updates to the City via telephone and email as needed throughout the project;

- b. Progress meetings. Progress meetings are required monthly via conference call. Two additional progress meetings should be planned for in the event that such meetings are needed. The Consultant shall prepare meeting minutes for each progress meeting for review, comment, and approval by the City;
- c. Quality Assurance/Quality Control. The Consultant shall perform QA/QC on all deliverables submitted to the City and other reviewing agencies. The Consultant shall provide a description of their QA/QC program as a part of their proposal. The selected Consultant shall conduct a Quality Control review of all work conducted under this project and the Consultant shall provide a P.E. *not involved with the design* to complete an independent Quality Assurance review of work product submitted to the City. Documentation of QA/QC reviews shall be provided to the City in a format acceptable to the City.
- d. Review of Existing Information and Field Reconnaissance. Review and evaluate existing information pertinent to storm drainage and water quality in the project area with respect to identifying data and parameters needed for completing the design effort. This information includes, but is not limited to, the following:
 - i. The City of Greeley Comprehensive Drainage Plan update for the 28th Avenue Basin (ACE, 2006);
 - ii. Geographic Information Systems (GIS) data within the basin, including but not limited to existing structures, topography, roads, railroads, water features, soils, zoning, water distribution networks, storm sewers, and sanitary sewers; and,
 - iii. Record drawing information for City-owned utilities, storm drainage conveyance systems, and bridges, as available;
 - iv. Conduct field reconnaissance to verify the information gathered in subtasks i-v, above.

The City will provide the successful Consultant copies of the reports and data listed above. The reports will not be provided prior to contract award. Some GIS data is available for direct download at <http://greeleygov.com/government/gis/gis-data-downloads>.

Other GIS data can be obtained from the City of Greeley GIS Division. See <http://greeleygov.com/government/gis> for contact information.
- e. Conduct Utility Investigation. The Consultant, using organic staff or sub-consultants, shall conduct a thorough investigation of the utilities present within the project area;
- f. Conduct Ground Survey. The Consultant, using organic staff or sub-consultants, shall conduct a thorough ground survey of the project area.
 - i. Datum and Projection. The Consultant shall reference horizontal coordinates to the North American Datum 1983 (NAD83) High Accuracy Reference Network (HARN) Colorado State Plane, North Zone. Vertical coordinates shall be referenced to the North American Vertical Datum 1988 (NAVD88).
 - ii. Project Benchmark(s). The Consultant shall identify a National Geodetic Survey monument appropriate for the project benchmark. City of Greeley monuments shall not be used. Additional survey monuments shall be used as necessary in order to establish horizontal survey control.
 - iii. Topographic Survey. The Consultant shall conduct a topographic survey of the project area of detail sufficient to produce contour maps at a one (1) foot contour interval at a horizontal scale of no greater than 1 inch = 50 feet.
 - iv. Property Boundary Survey. The Consultant shall conduct a property boundary survey of the project area that identifies all utility easements and property lines and locates as many

property corner pins as possible. Unfound pin locations shall be clearly noted on all survey documents, design drawings, and maps.

- v. **Constructed Infrastructure Survey.** The Consultant shall identify all surface structures within the project area. Surface structures include, but are not limited to, buildings, fences, signs, trees, utility poles, and electric cabinets.
- vi. **Utility Survey.** Ground survey of underground and overhead utilities and easements within the project area shall be performed for the various alternative storm drainage designs identified during the alternative analysis phase of the project in order to identify and reduce utility conflicts. The Consultant will identify underground utilities by potholing and shall have a representative onsite to confirm utility type, material and horizontal and vertical location of utilities. Horizontal and vertical locations of utilities shall be obtained under this task;
- vii. **Subsurface Utility Engineering (SUE) Investigation.** If the recommended alternative includes disturbance of less than 1000 SF, it is the City's position that a Subsurface Utility Engineering (SUE) Investigation will not be required. The Consultant shall determine the likely need of complying with Colorado Senate Bill 18-167 via Subsurface Engineering, and if required, by using organic staff or sub-consultants, shall conduct a thorough investigation of the utilities present within the project area in to achieve Quality Level A locations for identified utility conflicts with proposed gravity sewer alignments and Quality Level B for all other utility crossings. The Subsurface Utility Engineering Report shall be compliant with requirements set forth State of Colorado Senate Bill 18-167;

2. Hydrologic and Hydraulic Analysis

- a. Hydrologic Models. Hydrologic analysis is anticipated for this project, utilizing NOAA Atlas 14 point rainfall depths.
 - 1) Mile High Flood District spreadsheets (most current versions):
 - (i) CUHP Version 2.0.1
 - (ii) MHFD-Inlet
 - (iii) MHFD-Rational
 - (iv) Other MHFD spreadsheets may be utilized, upon approval of the City.
 - 2) EPA-SWMM or other software capable of calculating all design information as identified in the relevant design guidance;
- b. Hydraulic Models and Electronic File Formats. Numerical models prepared for this study shall utilize the following software packages. Alternative packages may be proposed by the Consultant, but input and output files shall be compatible with the packages listed below:
 - 1) HEC-RAS 6.3.1
 - 2) HEC-HMS 4.11
 - 3) 2D Hydraulic Models are not required for this project but may be proposed by the Consultant
- c. Mapping documents may be prepared in either geographic information systems (GIS) or computer-aided design (CAD) formats, subject to the following restrictions:
 - 1) GIS files shall be in formats compatible with ArcGIS, version 10.7.
 - 2) CAD files shall be in a format compatible with AutoCAD 2019.
 - 3) Layer and symbology conventions shall be approved by the City.

3. Alternatives Analysis

Alternatives Analysis Memo. The information collected, discovered and calculated in Tasks 1 and 2 above shall be utilized in produce alternatives, which shall be immortalized in an Alternatives Analysis memo.

- a. Alternatives. A minimum of three distinct alternatives shall be evaluated against the Project Goals. These alternatives shall include:
 - i. Conceptual Plan
 - ii. Conceptual OPCC
 - iii. Evaluation of frequency of debris clogging
 - iv. Evaluation of maintenance concerns
 - v. Evaluation of hydraulic performance

These alternatives may include localized improvements that can be designed and constructed within the specified contract term as advanced through 50% and final design. These alternatives may also include longer-term master planned capital improvements, if appropriate. It is anticipated that one localized improvement alternative will be advanced to final design.

4. 50% (FIR) Design

Preliminary Design Report. The information collected, discovered and calculated in Tasks 1-3 above shall be fully documented and delivered to the City in a Draft Design Report.

- a. Utility Conflict Identification and Coordination. Using previously collected data, consultant shall identify areas of conflict between the design alternatives and existing utilities. The Consultant shall also assist the City in coordination with utilities to resolve these conflicts.
- b. 50% Design Drawings. The Consultant shall prepare preliminary design drawings at the 50% level for City review and approval. The conceptual design of the selected alternative(s) shall be presented in layout and plan-and-profile drawings on ANSI B-size drawings at a scale of 1 inch = 50 feet or less. The format of the drawings shall be in a format acceptable to the City and specimens of acceptable formats shall be presented by the City to the Consultant
- c. 50% Design Opinion of Probable Cost. The Consultant shall prepare a list of pay items and unit costs relevant to the project for City review and approval. The approved unit prices shall be used by the Consultant to prepare an opinion of probable cost of the project at the 30% design level.

5. Final Design

The Consultant shall provide final design services in accordance with the accepted recommendations of the Preliminary Design. These services shall be provided in accordance with the selected method of project delivery chosen by the City.

- a. Prepare the Final Design Report by addressing comments from the Draft Design Report and any new information gathered.
- b. Construction Document Preparation. The successful consultant shall prepare and submit construction plans, specifications and contract documents for the selected alternative. Priorities are constructability and economics. The City will review all construction document submittals in a timely manner and will supply the successful consultant with written comments. Responses to comments will be in writing.
 - i. City Team will conduct a thorough constructability review at the 50% complete stage.

- ii. 90%) completion stage should include all necessary technical specifications as well as a complete cost estimate.
- iii. 100% Construction bid set and OPCC.

6. Approvals and Permits

The City Stormwater Team will secure the necessary design approvals; Contractor will procure construction permits.

7. Bidding and Award

The successful consultant shall assist with Bid and Award process including RFI's and submittal review. Additional construction services are not anticipated.

8. Schedule of Deliverables.

Work product deliverables shall be as follows:

- a. Alternatives Analysis Memorandum.
- b. Draft Design Report. Document shall be 8.5-in by 11-in paper and Exhibits may be printed on 11-in by 17-in paper. One electronic copy in Adobe Portable Document (PDF) format. One electronic copy in Microsoft Word.
- c. Final Design Report. Document shall be 8.5-in by 11-in paper and Exhibits may be printed on 11-in by 17-in paper. One electronic copy in Adobe Portable Document (PDF) format. One electronic copy in Microsoft Word.
- d. Construction Plans. Document shall sized 11-in by 17-in, one of which shall be sealed by the Consultant. One sealed electronic copy in Adobe Portable Document (PDF) format.
- e. Technical Specifications. Document shall be 8.5-in by 11-in paper and Exhibits may be printed on 11-in by 17-in paper. One sealed electronic copy in Adobe Portable Document (PDF) format. One electronic copy in Microsoft Word.
- f. Bid Tabulation.
- g. Engineer's Opinion of Probable Cost.
- h. Electronic files shall be submitted on electronic media of appropriate capacity. Flash drives and external hard disk drives shall be compatible with the USB 3.0 standard, backward-compatible to the USB 2.0 standard.

B. Preliminary Project Schedule Period of Award

The City desires that the project follow the schedule below:

- Date of Design Notice-to-Proceed to 1/4/2023
- Information Gathering, Review – 1/11/2022-3/31/2023
- Alternatives Analysis – 4/1/2023-6/30/2023
- FIR (50%) Design Submittal – 8/31/2023
- FOR (90%) Design Submittal – 10/26/2023
- Bid Package Submittal – 11/30/2023

- Construction Bidding and Award – 1/2/2023-2/13/2023

The completion date of providing the required final design services shall be January 15, 2023.

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

Consultants competing for the award of this project shall have the following minimum qualifications:

1. The Consultant shall have completed at least three (3) similar urban projects in the last five (5) years.
2. The Consultant's project manager shall have managed at least two (2) similar projects in the last five (5) years.
3. The Consultant shall have a mix of project experience from both public sector and private sector projects that demonstrates a familiarity with City of Greeley and Urban Drainage and Flood Control District policies and design standards. Such experience does not have to come from stormwater projects, but may consist of land development and transportation projects as well.

SECTION III. ADMINISTRATIVE INFORMATION

A. Issuing Office:

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

B. Official Means of Communication:

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

C. Inquiries:

Prospective offerors may make written inquiries by e-mail before the written inquiry deadline concerning this RFP to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFP (be sure to reference RFP number) should be referred to:

E-Mail: Purchasing@Greeleygov.com
Subject Line: RFP #F22-10-087

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 3)

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.

4. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

U. Taxes:

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

V. Assignment and Delegation:

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

W. Availability of Funds:

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

X. Standard of Conduct:

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

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

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

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

Y. Damages for Breach of Contract:

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

Z. Other Statutes:

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

SECTION IV. PROPOSAL SUBMISSION

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

Instructions for electronic submittal. Email your RFP Response to purchasing@greeleygov.com. Submit your RFP response to this email only – please do not email to multiple people. Only emails sent to purchasing@greeleygov.com will be considered as responsive to the request for proposals. Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

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

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

To facilitate the evaluation, offeror shall submit and organize all responses in the same order as listed in Section V. Proposals that are determined to be at a variance with this requirement may not be accepted. The City only accepts proposals in hard copy format and does not accept proposals submitted via fax or email.

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. The entire proposal document may be no longer than fifteen (15) pages, excluding front and back cover pages, personnel resumes, subcontractor resumes, and table of contents page.

To facilitate timely review by the City, each Proposal shall be divided into the following major sections:

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).

Along with the cover letter, complete and include the form provided in Exhibit 1.

B. 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.

C. Statement of Qualifications

Describe your company's qualifications to perform the work described in Section II. Ensure that your description demonstrates how your company meets or exceeds the Minimum Mandatory Qualifications. Include an itemized description of how your company meets or exceeds each of the minimum mandatory qualifications outlined below. The successful firm will demonstrate conclusively how the company exceeds these minimum mandatory qualifications and will also communicate additional qualifications that would bring additional value to the project. Failure to meet or exceed the following minimum requirements, which are stated in Section II.C, will disqualify your response.

1. Firm's Related Experience: State firm's particular abilities, experience, and qualifications related to this project.
2. Results of Previous Projects: Provide information from at least three (3) projects of similar scope. Include, at a minimum, the following information:
 - a. Client/company name,
 - b. Contact name,
 - c. Phone number,
 - d. Email address,
 - e. Brief description of project,
 - f. Status of project,
 - g. Results of the project.

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

3. Qualifications of Assigned Personnel: Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.
 - a. Qualifications of Subcontractors: List the names of the subcontractors you expect to use, the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key subcontractor personnel who will be working on the project. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.
4. Budget and Cost Control: Describe the firm's project and budget management program.
5. Quality Assurance/Quality Control: Describe the firm's quality assurance/ quality control program.

D. Proposed Scope and Schedule of Services

Describe how your company will accomplish the tasks set forth in Section II, above. Your proposal should detail your understanding of the goals of the project, the opportunities that the

project may reveal, the constraints that may affect the project, and how you will address these issues to produce an optimal design.

1. Describe your project approach and ideas that you would apply to this project which will enhance the quality of your services.
2. Provide a bullet-pointed list of the services that you intend to provide.
3. Describe your familiarity with the local area and issues directly related to this project.
4. Provide a specific timeline or schedule for the work. (Spell out milestones if needed. Example: including development of preliminary design & cost estimates, meetings with City staff, completion of final design, cost estimates and bidding documents.) Define the project in terms of major work products and timelines including appropriate QA/QC and City staff reviews. Show milestones and completion dates on the schedule.
5. List the number of people that you can commit to working on this project and the amount of time each is expected to spend on the project.

SECTION VI. EVALUATION AND AWARD

A. Proposal Evaluation

All proposals submitted in response to this RFP will be evaluated by a committee in accordance with the criteria described below. Total scores will be tabulated, and the City will either enter negotiations with the highest ranked firm, or a short-listed group of firms will be invited for an interview and presentation.

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.

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. Firm's related experience. (20 Points)
2. Results of previous projects. This criterion may include reference checks. (10 Points)
3. Evaluation of the qualifications of assigned personnel. (20 Points)
4. Firm management to include Quality Control/Quality Assurance program, budget controls, and cost controls. (5 Points)
5. Understanding of project requirements and project approach/ proposal. (30 Points)
6. Familiarity with the local area and the project. (5 Points)
7. Ability to complete the work in the required time-frame, considering firm's current and projected workloads. (10 Points)

B. Negotiation with Selected Firm

The City of Greeley will enter into negotiations with the firm selected by the review committee. During this process, the selected firm will develop a specific scope and fee which will be discussed with the City of Greeley Project Manager. This scope and fee will be the basis for

the contract. If agreement cannot be reached between the City and Consultant regarding scope and fee, the City reserves the right to proceed to the next highest ranked firm from the proposal evaluations.

C. 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

(incorporated by Reference)

[COG Sample Contract F22-10-087.doc](#)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2013

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

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

PRODUCER ABC Insurance Company P. O. Box 1234 Anywhere, USA	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
INSURED Sample Certificate	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Financial Rating of A	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> 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
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N					E.L. EACH ACCIDENT	\$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$100,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Greeley is named as Additional Insured on General Liability. Waiver of subrogation is included on Work Compensation. This insurance is primary and noncontributory to insurance policies held by the City.

CERTIFICATE HOLDER

CANCELLATION

City of Greeley 1000 10th St Greeley, CO 80631-3808	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

EXHIBIT 4
DEBARMENT FORM

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 _____

EXHIBIT 5 DOCUMENT REFERENCES

The following is the list of references applicable to this project. This list is not intended to be exhaustive and additional reference material may be used.

Anderson Consulting Engineers, Inc. (2005), City of Greeley Comprehensive Drainage Plan 28th Avenue Basin Final Report. <https://greeleygov.com/docs/default-source/public-works/stormwater/drainage-basin-master-plans/28th-avenue-basin-final-report---3-8-2006.pdf>

Anderson Consulting Engineers, Inc. (2005), City of Greeley Comprehensive Drainage 28th Avenue Basin Project Notebook.

City of Greeley, Colorado, GIS Online Maps. <http://greeleygov.com/government/gis>

City of Greeley, Colorado, Department of Public Works (2015), Design Criteria and Construction Specifications Streets Volume I

City of Greeley, Colorado, Department of Public Works (2008), Design Criteria and Construction Specifications Storm Drainage Volume II

City of Greeley, Colorado, Department of Public Works (2008), Design Criteria and Construction Specifications Potable Water Distribution, Sanitary Sewer Collection, and Non-Potable Irrigation Systems Volume III

Colorado Department of Transportation (2021), Standard Specifications for Road and Bridge Construction.

U.S. Department of Commerce National Oceanographic and Atmospheric Administration (2013), NOAA Atlas 14 Precipitation-Frequency Atlas of the Western United States Volume 8 Version 2.0: Midwestern States, Retrieved from <http://www.nws.noaa.gov/oh/hdsc/currentpf.htm>

Urban Drainage and Flood Control District (2015), Urban Storm Drainage Criteria Manual Volumes 1, 2 & 3

U.S. Federal Highway Administration (2009), Hydraulic Engineering Circular No. 22, Urban Drainage Design Manual, 3rd Ed.

U.S. Department of Agriculture Natural Resources Conservation Service (2013), Web Soil Survey, Retrieved from <http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>