Non-Construction



CITY OF GREELEY Purchasing

Request for Proposal RFP #F22-10-095

2022 SIGNAL DETECTION REMOVAL/REPLACEMENT PROJECT

for

PUBLIC WORKS/TRAFFIC DIVISION

REQUEST FOR PROPOSALS (RFP) RFP #F22-10-095

Procurement Contact:Shantelle GriegoEmail Address:purchasing@greeleygov.comTelephone Number:970-350-9333

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

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

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

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

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB. The Proposal must not exceed 22 total pages, excluding cover letter, index or table of contents, front and back covers, and title pages/separation tabs. Pages shall be $8\frac{1}{2} \times 11$ inch except for up to four (4) pages of 11×17 inches. Eleven-point font or larger must be used for the proposal and appendices. Resumes included as an appendix are not considered part of the 22 pages.

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

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

Schedule of Events (subject to change)	All times are MST		
RFP Issued	October 31, 2022		
Virtual Pre-Proposal Conference	November 4, 2022, 11:30AM-12:00PM via		
	Microsoft Teams, click link below		
Inquiry Deadline	November 10, 2022, before 3:00PM MST		
Final Addendum Issued	November 21, 2022		
Proposal Due Date	November 28, 2020, before 3:00PM MST –		
	emailed to purchasing@greeleygov.com		
Interviews (tentative)	TBD		
Notice of Award (tentative)	December 2, 2022		

Microsoft Teams meeting

Join on your computer, mobile app or room device

<u>Click here to join the meeting</u> Meeting ID: 256 845 154 037 Passcode: VSqBqX <u>Download Teams</u> | Join on the web Learn More | Meeting options

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EXHIBITS

Exhibit	Title			
1	Proposal Acknowledgement			
2	Sample Contract			
3	Insurance			
4	Debarment Form			
5	Fee Proposal			
6	Signal Detection Camera Locations			
7	Signal Detection Replacement Plan Details			

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

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Overview

The City of Greeley is requesting proposals from qualified contractors to remove and replace traffic vehicle detection system devices per the scope of services listed in this document. This includes removing and replacing "complete" video detection systems and related accessory items at twelve (12) signalized intersections. The vehicle detection systems will be furnished by the City and will include the "complete" system composed of these principal items: signal vehicle detection devices (stop bar and advance detection capabilities), processor units, mounting hardware and all necessary cables and miscellaneous hardware for the operation of the system. Work shall be performed to current Traffic Signal Standards as outlined in the scope of services.

The quantities stated are estimates only and not a commitment. Actual quantities ordered may increase or decrease dependent on need and budget availability.

B. Background

The City of Greeley's Traffic Division is initiating this Request for Proposals (RFP) to solicit proposals from contractors qualified to provide services to remove and replace "complete" video detection systems at twelve (12) signalized intersections.

C. Goals

The goal of the project is to replace existing video equipment and install new signal detection devices complete with successfully operations by March 1, 2023.

The intent of the Project is to provide a highly reliable traffic detection systems that will enable the City to effectively improve its ability to monitor traffic operations and collect key statistics.

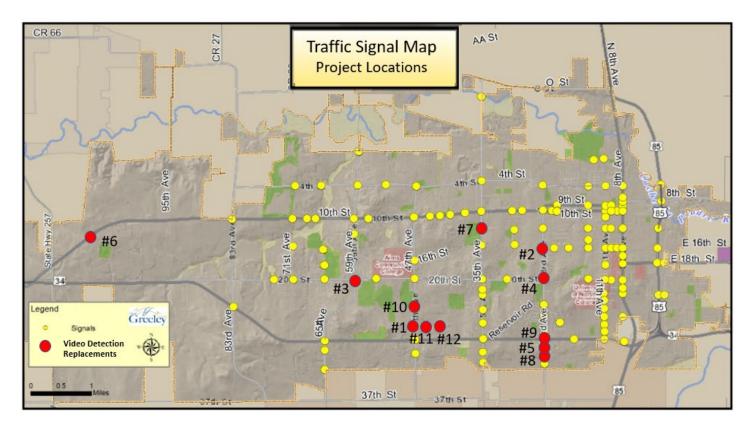
SECTION II. STATEMENT OF WORK

A. Scope of Services

The City of Greeley is requesting proposals from qualified firms to perform "complete" traffic signal detection removal and replacement at twelve (12) signalized intersections. This includes the installation of various materials and equipment to remove existing detection equipment and install new operating equipment. Materials not supplied by the City shall be supplied by the contractor. If no materials list is provided in the contract documents, the Vendor shall furnish the complete system shown on the contract documents.

The Contractor will replace and install complete detector systems at twelve (12) signalized intersection with the detection technologies include detecting any and all roadway users (i.e. vehicles, pedestrians, bicycles) as well as providing accurate stop bar and advance detection for Signal Performance Measure purposes. Complete systems for the twelve (12) intersections will include signal detection at the intersections shown in the following table and map:

Int #	Intersection	# Stop Bar	# Stop Bar &	Processor	Approx
		Signal	Advance Signal	Туре	Length of
		Detectors	Detectors		Cable (ft)
1	47th Ave and 26th St	2	2	Rack	835
2	23rd Ave and 16th St	2	2	Rack	690
3	59th Ave and 20th St	2	2	Rack	840
4	23rd Ave and 20th St	2	2	Shelf	530
5	23rd Ave and 29th St	2	2	Shelf	810
6	Promontory Circle and 10th St	2	2	Rack	1000
7	35th Ave and 13th St	1	2	Shelf	775
8	23rd Ave and 29th St Rd	2	2	Shelf	845
9	23rd Ave and 34 Bypass	1	2	Rack	500
10	47th Ave and 24th St	2	2	Rack	715
11	46th Ave and Centerplace Dr	2	2	Rack	680
12	44th Ave and Centerplace Dr	2	2	Rack	695
	Total	22	24		8915



The "replacement" complete video detection system includes the following components that will be furnished by the City.

- Stop Bar Video Detection Cameras (Next-Cam-Pak)
- Stop Bar & Advance Video Detection Cameras (Vector-Next)
- Shelf Mounted Processors (Next-CCU-SM4-TS2-Pak)
- Rack Mounted Processors (Next-DVP)
- Video Detection Wire (Cat5E-Shld-Cable)

Major Tasks (Remove/Replace Tasks)

The major tasks included in the Video Detection Replacement project includes the following:

- 1. Removal of the "complete" traffic video detection system includes
 - Remove existing video detection cable extending from overhead cameras to the cabinet (i.e. signal poles, handholes, underground cable locations)
 - Remove mounting hardware and brackets
 - Remove Video Detection units on signal poles
 - Remove Video Detection processor and cabling in cabinets
 - Remove all other existing Video Detection accessories necessary
- 2. Replacement of the "complete" traffic video detection system includes
 - Installing video detection cabling from video detection mounted on signal poles to the cabinet
 - Installing mounting hardware and brackets
 - Installing and connecting processor in cabinet
 - Perform field adjustments with assistance from City
 - Install all other Video Detection System accessories required for operating the devices

(Location of video detection units on the signal mast arm will be determined by City signal staff)

Materials to be furnished by the City:

- Video Detection Units including hardware
- Video Detection Processors
- Multi Conductor and Service Wire.
- Video Detection Cables

Materials furnished by the Vendor

- Banding materials (shall be .75 inches wide)
- All other accessory equipment/materials not supplied by the City

The following specifications sets the minimum acceptable requirements, materials and workmanship for a "complete" Traffic Signal Detection system.

GENERAL REQUIREMENTS

Contractor must perform work in accordance with the following provisions:

- 1. <u>Standard Specifications for Road and Bridge Construction</u> (current edition), Colorado Department of Transportation, and all amendments and revisions pertaining thereto.
- 2. <u>Manual on Uniform Traffic Control Devices</u> (current edition), Federal Highway Administration, and the Colorado Supplement thereto.
- 3. <u>Design Criteria and Standard Specifications</u> (current edition), City of Greeley.

4. Standard Specification for Traffic Signal Materials and Installations, City of Greeley

These specifications, the plans, any special provisions, and all supplemental documents are essential parts of a contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for the complete work. In case of a discrepancy, figured dimensions shall govern over scaled dimensions; plans shall govern over standard specifications; and special provisions shall govern over plans and standard specifications.

Electrical equipment shall conform to the standards of the National Electrical Manufacturers Association. Material and work shall conform to the applicable requirements of the National Electrical Code and any local ordinance, which may apply.

Unless otherwise indicated on the plans, specified in the special provisions, or directed by the Superintendent, all materials shall be new. Where existing installations are to be modified, existing material shall be incorporated into the revised system, salvaged, or abandoned, as indicated on the plans, specified in the special provisions, or as directed by the Superintendent

PROJECT SUPERINTENDENT

The Contractor's Project Superintendent, designated at the pre-construction meeting, will be on the work site when needed during all construction. If the Superintendent is unable to be on the job site, then a designee will be assigned with the authority to make all required decisions. A copy of the Special Provisions will be with the Project Foreman or his designate representative at all times.

Temporary Traffic Control Requirements

The Contractor shall furnish all temporary traffic control devices to meet the City's requirements including:

- 1. Traffic Control must meet MUTCD, CDOT and City of Greeley Standards.
- 2. Contractors shall submit and receive an approved MHT plan prior to starting construction work within the public right-of-way.
- 3. The Contractor/Owner shall schedule and expedite the work to cause the least inconvenience to the public.
- 4. An applicant shall not cause or allow interference with traffic flow on any arterial or collector street during the hours of 7:00 a.m. through 8:30 a.m. and 4:00 p.m. through 6:30 p.m. Monday through Friday. If construction on a partially closed street stops for the day, all lanes must be reopened to traffic. The Public Works Department may waive these requirements upon a finding of good cause shown by the applicant or public service provider.
- 5. Construction or repair work will not be permitted at or near the vicinity of schools or school routes and/or along adjacent collector and arterials streets between the hours of 7:00 a.m. to 8:30 a.m. and 3:30 p.m. to 6:30 p.m. Monday through Friday. (except in the case of an emergency or with approval of the Traffic Services Division.)

- 6. Except in the case of an emergency, no work shall be performed between the hours of 10:00 p.m. and 7:00 a.m. unless authorized in writing by the Public Works Department. The Public Works Department shall consider overall convenience to the public and to the service provider's customers when considering to allow work between 10:00 p.m. and 7:00 a.m.
- 7. No work shall be performed on the local streets before **7:00 a.m. or after 6:00 p.m.** each workday unless otherwise approved by the City Project Representative.
- 8. The Public Works Department may require that the work occur overnight and during weekends when necessary to expedite construction and minimize disruption to traffic.
- 9. All work areas including but not limited to open cuts, trenches, ditches, manholes, and/or other hazards shall be completely surrounded by approved fencing and other appropriate controls to protect and warn pedestrians and persons using bicycles, wheel-chairs, and other vehicles. Temporary walkways must be provided with all-weather surfacing. They also must be constructed using suitable material to support the loads to be imposed upon the structure. Minimum design requirements for the floor and roof shall be 150 pounds per square foot live load uniformly loaded.
- 10. The Contractor/Owner shall appoint a Traffic Control Supervisor who shall be responsible for the traffic control and who shall be certified by the American Traffic Safety Services Association (ATSSA) and/or the Colorado Contractor's Association (CCA). The Contractor must also provide a Traffic Control Supervisor (TCS) to be on the job site during job set-up.
- 11. Type C arrow boards MUST be used on ALL Arterial and Collector roadways for through lane closures.
- 12. Variable Message Boards (VMB) MUST be used for ALL Arterial and Collector roadway closures or as specified by Project contracts. Variable Message Boards shall be installed with proper street closure messages a minimum of one week prior to work and is subject to periods established by the Traffic Services Division.
- 13. Intersections, traffic lanes, streets and driveways shall be closed only for a minimum amount of time. Contractors must adjust their MHT plan accordingly and open closure areas when work activities and/or road hazards do not call for maintaining the closures.
- 14. The Contractor/Owner shall coordinate street and driveway closures with property owners, one (1) week prior to construction by written notification with final approval by the Traffic Services Division.
- 15. The Contractor shall maintain responsibility to change or adjust traffic control devices if conditions warrant.
- 16. All flaggers shall be properly trained according to State and Federal guidelines.
- 17. The Contractor/Owner shall repair and replace damaged or missing permanent or temporary traffic control devices immediately within job site.
- 18. The Contractor/Owner shall maintain all necessary barricades, signs, permanent signs, temporary signs, pavement markings, and other traffic control devices between phases of construction even if construction activity ceased for a year or more.

- 19. All temporary painted lane line shifts shall be permanently removed by means that do not damage existing asphalt by the end of the construction project.
- 20. If the traffic control is deemed insufficient, notice will be given to rectify. If after one (1) hour the deficiencies have not been corrected, the City reserves the right to temporarily suspend operations until traffic control is in compliance. In life/safety circumstances, the City reserves the right to suspend operations immediately.
- 21. The Contractor/Owner shall hold harmless the City of Greeley and City staff against claims resulting from accidents involving construction work or construction traffic control.
- 22. Work within and adjacent to State Highways need to receive CDOT permit approval and must comply with state requirements.

Coordination with Xcel Energy Company

The Contractor shall coordinate with the Xcel Energy Company of Colorado crews to perform video detection removal/replacement work adjacent to their overhead facilities, if required. This coordination may be required at the 47th Avenue and 24th Street intersection on the east side of the road.

Coordination with Colorado Department of Transportation

The Contractor shall coordinate with the Colorado Department of Transportation (CDOT) for required permitting along CDOT's jurisdictional roadways. This coordination will include submitting required permits for work zones, if necessary.

TESTING AND ACCEPTANCE

All equipment and materials furnished and/or installed by the Vendor shall be subjected to monitoring and testing to determine conformance with all applicable requirements, and to ensure the orderly installation of the system. This includes a 30 day testing time prior to acceptance.

WARRANTY

The Contractor is responsible for providing a TWO-YEAR warranty to the City of Greeley for all work completed under this contract. There will be no additional cost to the City for material, equipment, labor, and/or traffic control for warranty work. Warranty work will be completed in accordance with these contract specifications and within thirty (30) days of written notification by the City of Greeley Public Works Department, Transportation Services Division.

PAYMENT

Payment will be made in conformance with the General Conditions of the Contract and normally processed on a monthly basis. Invoices will be delivered by the 25th of the month to the City of Greeley Project Representative. All quantities shall be confirmed before invoices are paid.

FINAL PAYMENT

Payment will be made in conformance with the General Conditions of the Contract and normally processed on a monthly basis.

Proposal Submittal Requirements

Qualified Vendors interested in performing the work described in this request for proposals must submit a complete proposal which addresses all elements of this RFP. Proposals shall not exceed 20 double-sided pages (40 single-sided), excluding cover pages, dividers and Proposal Acknowledgement Form (See page 12 of RFP). Responses must include all items listed below.

- 1. Assigned Personnel Provide a list of key personnel who will be involved, their roles and availability to administer these services. Include specific staff resumes, experience and documentation showing that all required qualifications are met. Provide the names and responsibilities of any subcontractors/subconsultants who will be involved in the program.
- 2. Firm Capability Provide information regarding the experience and qualifications of the firm and staff proposed to complete the required work for this project. Provide three (3) examples of your firm's experience in providing a "complete" Signal Detection System. Each example must include a brief description of the services provided. Include the name and address of each referenced company/agency as well as the name, title and phone number of the referenced contact person.
- Scope of Work Provide a description of the project scope and objectives based on your understanding of the City's request for proposals. Include the proposed approach and methods for conducting the scope of work. Following award of the contract, the scope of work will be refined in collaboration with City staff to formulate the final scope of work for the project.
- Proposed Schedule The City intends to replace and install the Signal Detection System Units as soon as possible immediately following award. Provide schedules for providing services including the removal and replacement of the "complete" video detection systems.
- 5. Rates/Fees Provide a cost for installing and replacing the "complete" system for removal and replacement of the "complete" video detection systems at the twelve (12) locations.

B. Period of Award

The completion date of providing the required product and services under this plan shall be completed by March 1, 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 twelvemonth period. After the City evaluates the firm pricing proposal from the vendor, it will determine whether to extend the contract. All awards and extensions are subject to annual appropriation of funds. The provisions of the foregoing paragraphs with respect to extensions of the terms of the contract shall be null and void if the contract has been terminated or revoked during the initial term or any extension thereof. All decisions to extend the contract are at the option of the City.

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 #F22-10-095

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 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 nondiscrimination 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 participated, in any action contrary to (1.a) through (1.c) above.
 - 2. 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.
 - 3. 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.

Offerors shall send their submittal via email to Purchasing@Greeleygov.com

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.

The outside of the package will include the following information:

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- 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. 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 technical services.
- 3. Describe any pending plans to sell or merge your company.
- 4. Provide a comprehensive listing of all the services you provide.

D. Evaluation Criterion #1 - e.g., Company and Personnel Qualifications

- 1. Describe your customer service philosophy.
- 2. Provide information from at least three accounts of similar scope. Include, at a minimum, the following information: 1) company name, 2) contact name, 3) phone number, 4) fax number, 5) email address, 6) brief description of project scope and value, 7) status of project. The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
- 3. 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. (List any discipline you would like to see examples for a design services might be design of HVAC, mechanical systems, electrical systems, architectural, structural, geotechnical, etc.)
- 4. Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.
- 5. 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.
- 6. Provide a specific timeline or schedule for the work. (Spell out mile marks if needed. Example: including development of preliminary design & cost estimates, meetings with City staff, completion of final design, cost estimates and bidding documents.) Show milestones and completion dates on the schedule.

7. Describe the methods and timeline of communication your firm will use with the City's project manager, other involved City staff, and other interested parties.

Evaluation Criterion #2 – e.g., Approach to Scope of Work

- 1. Describe any project approaches or ideas that you would apply to this project and that you feel would enhance the quality of your services. Provide specific project approach, details, ideas, suggestions, schedule, proposed equipment, implementation, training, testing and validation of the system.
- 2. Describe how the team will handle quality control, specifically how design issues would be monitored and resolved, hardware/software/firmware checked and cross-referenced and bid documents ensured to be complete, accurate, and coordinated with subcontractors.

Evaluation Criterion #3 – e.g., Schedule

Provide schedules for providing services including the delivery of necessary equipment/devices, deployment of System, and training to complete this system upgrade project.

Evaluation Criterion #4 - e.g., Value/Cost of Efforts

Provide a cost for the consulting services broken down per task listed under the *Fee Proposal (Exhibit 5)*. This cost shall include all reimbursable expenses required including subcontractor's cost to complete the work. These rates will be considered valid throughout the project. The Discount costs will be considered with respect to practicality and availability as part of the total cost of the system.

E. 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 the highest ranked firm will enter into negotiations.

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

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

- 1. Qualifications of Assigned Personnel to the Project (10 Points)
- 2. Approach to Scope of Work (10 Points)
- 3. Proposed Schedule (20 Points)
- 4. Fee Proposal (60 points)

The scoring for the Fee Proposal will take in consideration the value of the equipment and software components. The value of these items will be based on their compliance with the specifications as well as their enhanced features.

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

(incorporated by Reference)

COG Sample Contract F22-10-095.pdf

EXHIBIT 3 SAMPLE CERTIFICATE OF INSURANCE

	#: 121 IFI(E OF LIA	BIL					W007777)
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 conferrights to the certificate holder in lieu of such endorsement(s).									
PRODUCER				CONTA:	-				
ABC Insurance Company				PHONE (AC, No	Evo:		FAX (A/C, No		
P. O. Box 1234				E-MAL ADDRES			press and	-	
Anywhere, USA				100000000000000000000000000000000000000	CER MER ID #				
						INSU RER(S)	AFFORDING COVERAGE		NAIC #
INSURED				INSURE	RA: Financi	al Rating o	f A		
Sample Certificate				INSURE	R 8 :				
				INSURE	RC:				
				INSURE	RD:				
				INSURE	RE:				
L				INSURE	RF:				
		TE NUME					REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHST ANDING ANY REQU CERTIFICATE MAY BE ISSUED OR MAY PER EXCLUSIONS AND CONDITIONS OF SUCH P	TAIN, TH	nt, term o He insura 5. limits si	INCE AFFORDED BY	IY CONT THE POL EN RED	RACT OR OTH JCIES DESCRI JCED BY PAID	er documen Bed herein i	IT WITH RESPECT TO WH	CH THIS	
LTR TYPE OF INSURANCE	NSR W	VD	POLICYNUMBER		MM 59/000	MM/RPTTTT	LM	TS	
GENERAL LIABILITY							EACH OCCURRENCE	\$1,00	0,000
X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,	000
CLAMS-MADE X OCCUR							MED EXP (Any one person)	\$5,00	
							PERSONAL & ADVINJURY	\$1,00	
							GENERAL AGGREGATE		0,000
GENL AGGREGATE LIMIT APPLIES PER-							PRODUCTS - COMP/OP AGG	\$2,00	0,000
AUTOMOBILE LIABILITY	┢┼						COMBINED SINGLE LIMIT (Ea accident)	\$ \$4.00	0.000
X ANY AUTO							BODILY INJURY (Perperson)	\$	0,000
ALL OWNED AUTOS							BODILY INJURY (Persodiant) \$	
SCHEDULED AUTOS							PROPERTY DAMAGE	\$	
X HIRED AUTOS							(Peracident)	\$	
X NON-OWNED AUTOS								*	
UMBRELLA LIAB	┢─┼	<u> </u>					EACH OCCURRENCE	\$	
EXCESS UAB CLAMS-MADE							AGGREGATE	\$	
DEDUCTBLE	1							8	
RETENTION \$								\$	
WORKERS COMPENSATION							X WC STATU-	-	
AND EMPLOYERS' UABLITY Y/ N ANY PROPRETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?							E.L. EACH ACCIDENT	\$100,	000
(Mandatory In NH)	NA						E.L. DISEASE - EA EMPLOYE	E \$100,	000
If yes, describe under DES ORIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$500,	000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC									
City of Greeley is named as Addition Work Compensation. This insurance									
CERTIFICATE HOLDER CANCELLATION									
City of Greeley SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN									
1000 10th St					ACCORDANCE WITH THE POLICY PROVISIONS.				
Greeley, CO 80631-3808				AUTHO	RIZED REPRESE	NTATME			

ACORD 25 (2009/09) 1 of 1 The ACORD name and logo are registered marks of ACORD #S786373/M786364

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DSM

EXHIBIT 4 DEBARMENT/SUSPENSION CERTIFICATION STATEMENT

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

DUNS # (Optional)
Name of Organization
Address
Authorized Signature
Title
Date

EXHIBIT 5 Fee Proposal

PROPOSAL PRICE SCHEDULE

Provide all labor, material, and equipment for the 2022 Signal Detection Replacement Project in accordance with the specifications and provisions contained in this bid. This project will include removing and replacing "complete" traffic signal detection signal detection systems. The "complete" system will include installing detection devices for stop bar and advance detection with all accessories to operate system including mounting hardware, cables, surge protection, connectors, etc

The City reserves the right to increase and/or decrease the number of Signal Detection Camera locations subject to available funding.

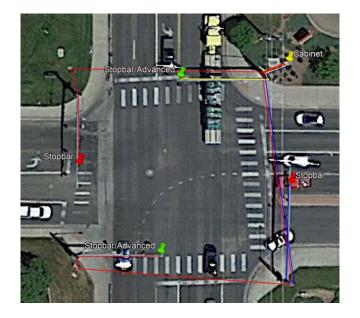
Item #	Location	Description	Unit	Unit Price
1	47th Ave and 26th St	Remove and Replace Complete Traffic Signal Vehicle Detection Systems	Lump Sum	
2	23rd Ave and 16th St	Remove and Replace Complete Traffic Signal Vehicle Detection Systems	Lump Sum	
3	59th Ave and 20th St	Remove and Replace Complete Traffic Signal Vehicle Detection Systems	Lump Sum	
4	23rd Ave and 20th St	Remove and Replace Complete Traffic Signal Vehicle Detection Systems	Lump Sum	
5	23rd Ave and 29th St	Remove and Replace Complete Traffic Signal Vehicle Detection Systems	Lump Sum	
6	Promontory Circle and 10th St	Remove and Replace Complete Traffic Signal Vehicle Detection Systems	Lump Sum	
7	35th Ave and 13th St	Remove and Replace Complete Traffic Signal Vehicle Detection Systems	Lump Sum	
8	23rd Ave and 29th St Rd	Remove and Replace Complete Traffic Signal Vehicle Detection Systems	Lump Sum	
9	23rd Ave and 34 Bypass	Remove and Replace Complete Traffic Signal Vehicle Detection Systems	Lump Sum	
10	47th Ave and 24th St	Remove and Replace Complete Traffic Signal Vehicle Detection Systems	Lump Sum	
11	46th Ave and Centerplace Dr	Remove and Replace Complete Traffic Signal Vehicle Detection Systems	Lump Sum	
12	44th Ave and Centerplace Dr	Remove and Replace Complete Traffic Signal Vehicle Detection Systems	Lump Sum	
			Total Cost	

EXHIBIT 6

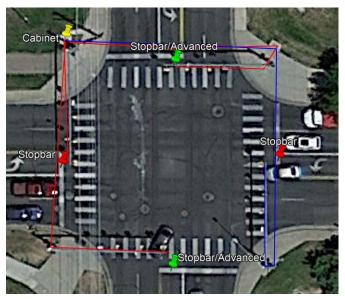
2022 SIGNAL DETECTION REPLACEMENTS PROJECT LOCATIONS

- 1. 47th Ave and 26th St
- 2. 23rd Ave and 16th St
- 3. 59th Ave and 20th St
- 4. 23rd Ave and 20th St
- 5. 23rd Ave and 29th St
- 6. Promontory Circle and 10th St
- 7. 35th Ave and 13th St
- 8. 23rd Ave and 29th St Rd
- 9. 23rd Ave and 34 Bypass
- 10.47th Ave and 24th St
- 11.46th Ave and Centerplace Dr
- 12.44th Ave and Centerplace Dr

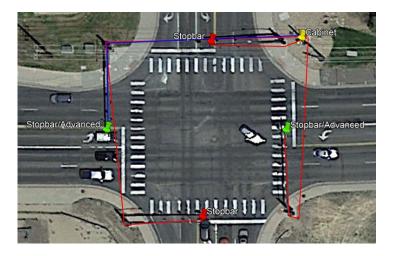
EXHIBIT 7 Video Detection Replacement Plan

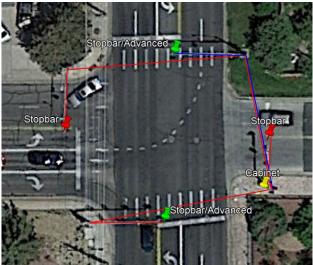




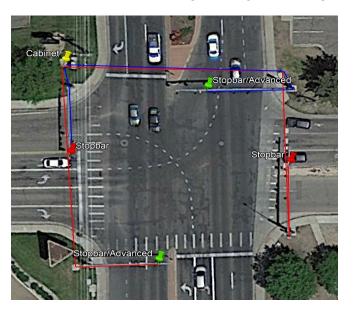


#3. 59th Ave @ 20th St (840 ft apx of Cable) #4. 23rd Ave @ 20th St (530ft apx of Cable)





Video Detection Replacement Plan (Cont.)

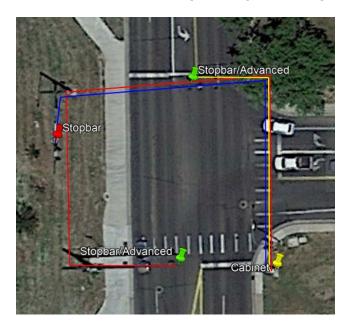


#5. 23rd Ave @ 29th St (810 ft apx of Cable)

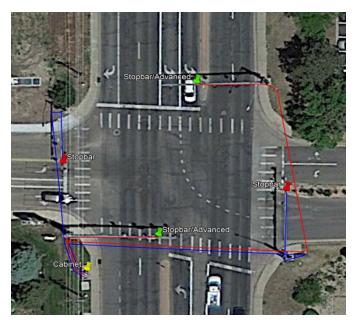
#6. Promontory Circle @ 10th St (1,100 ft apx of Cable)



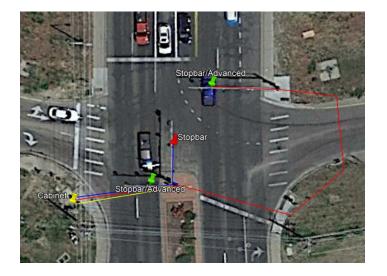
#7. 35th Ave @ 13th St (775 ft apx of Cable)



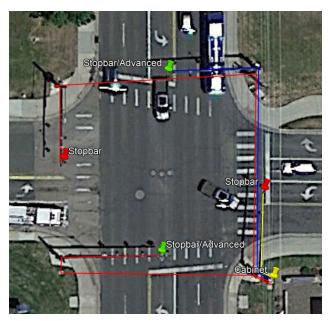
#8. 23rd Ave @ 29th St Rd (845 ft apx of Cable)



Video Detection Replacement Plan (Cont.)



#9. 23rd Ave @ Hwy 34 Bypass (500 ft apx of Cable) #10. 47t



#11. 46th Ave @ Centerplace Dr 680 apx of Cable **#12.** 44th Ave @ Centerplace Dr (695 ft apx of Cable)

