



**CITY OF GREELEY
Purchasing**

**Request for Proposal
RFP #F22-11-097**

BIOSOLIDS HAULING

for

WATER & SEWER DEPARTMENT

REQUEST FOR PROPOSAL (RFP)
RFP #F22-11-097

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

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

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

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

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

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB. The Proposal must not exceed 10 total pages, excluding cover letter, index or table of contents, front and back covers, and title pages/separation tabs. Pages shall be 8 ½ x 11 inch except for up to four (4) pages of 11 x 17 inches. Eleven-point font or larger must be used for the proposal and appendices. Resumes included as an appendix are not considered part of the 10 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	November 9 th , 2022
Optional Pre-Proposal Conference	November 16, 2022, 11:00AM MT via Microsoft Teams (see link below)
Inquiry Deadline	November 18, 2022 before 4:00 PM
Final Addendum Issued	November 22, 2022
Proposal Due Date	November 28, 2022 before 2:00 PM
Interviews (tentative)	TBD
Notice of Award (tentative)	TBD

PRE-PROPOSAL CONFERENCE

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 275 361 735 984

Passcode: DUTF3o

[Download Teams](#) | [Join on the web](#)

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TABLE OF CONTENTS

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

EXHIBITS

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

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

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

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

B. Overview

Project: Contract for the Transportation and Disposal of Digested Wastewater Biosolids.

The City of Greeley's Wastewater Treatment and Reclamation Facility (WTRF) produces a large volume of sludge by way of solids settling in primary and secondary clarification processes. This sludge is transferred to on-site digesters (3 primary digesters in total) that create an environment where the solids are treated to reduce pathogens and vector attraction, as well as enhance dewaterability of the solids. Once the solids (Biosolids) have been treated to the necessary levels required by the EPA and the State of Colorado (by purview of Title 40 of the Code of Federal Regulations, Part 503 and Regulation 64 respectively), they must be removed from the site by way of landfill or agricultural deposition. Currently, the WTRF contracts the hauling of biosolids from the on-site location to another facility for handling and land application as Class B biosolids. All parties involved are subject to State regulations regarding the generation, handling, and application of biosolids.

The generation and use of biosolids has important implications for beneficial re-use of human generated biological waste. Treated biosolids contain nutrients such as phosphorus and nitrogen found in fertilizers and can be classified as "Class A" or "Class B." Class A biosolids of exceptional quality can essentially be treated as any fertilizer one would purchase at the store. Class B biosolids have certain restrictions on when crops can be harvested, grazed, or exposed to the general public once they have been applied to the soil. Greeley WTRF currently generates a "Class B" biosolid, which has historically been handled and applied to various sites across the State by a contracted biosolids hauler. The Greeley WTRF would like to continue beneficial reuse of biosolids via land-application. . The beneficial re-use of biosolids provides agricultural land with an extra source of fertilizer for food, feed, and fiber crops, and reduces the cost and waste associated with general landfill disposal, while providing an economic benefit to the City over the landfilling of this material.

On average, the daily production of dewatered biosolids at the WTRF amounted to 3.9 dry metric tons in 2021. The average production since 2015 amounts to 4.1 dry metric tons, with a possible increase up to 4.65 dry metric tons in the year 2028. Typical total solids of biosolids range between 16 and 18%, equating to an average generation of 50,265 – 56,570 pounds of wet weight per day (based on average production since 2015). The WTRF performs dewatering operations by way of centrifuge 5 days a week (Mon-Fri) with one hopper used for storage and transport to trailers for removal from site. Historically, biosolids have been hauled via 1-3 trailer loads per day (Mon-Fri), depending on the level of the hopper.

C. Goals

The goals of this project are as follows:

1. To help mitigate cost and impact on the environment, it is the WTRF's goal, with the assistance of a contracted hauler (Contractor), to have biosolids generated on site beneficially re-used (not disposed of in a landfill) by way of land application, blending with biosolids generated by other sources, or further treatment allowing for more beneficial use.
2. The ability to have upwards of 100,000 wet pounds of solids hauled per day may be necessary to ensure dewatering operations at the WTRF are not brought to an unnecessary halt. Most days historically have

resulted in 1-2 loads in the 30,000 pound range, however there are occasional days that require 3 loads to keep up with operations.

SECTION II. STATEMENT OF WORK

A. Scope of Services

1. The Contractor shall transport and dispose of such biosolids in accordance with applicable current or future statutes, regulations, or guidelines of any governmental entity in effect or which come into effect during the term of this Agreement, including, without limitation, the following: Colorado Department of Public Health and Environment ("CDPHE") "Biosolids Regulations"; all county Domestic Sewage Biosolids Regulations; corresponding guidelines and regulations of United States Environmental Protection Agency ("EPA"), including, without limitation, those contained at 40 C.F.R Part 503. In the event the modification of existing or the promulgation of new statutes, regulations or guidelines render the Contractor's performance of this Agreement commercially impractical, the Contractor may terminate this Agreement upon ninety (90) calendar days' written notice to the City, or the Parties may mutually agree in writing to the modification of the Unit Prices described in the Bid.
2. The contractor shall take title to biosolids for transportation to the application site and the WTRF loading facility. Evidence of the transfer of title shall be provided by execution of a load ticket describing the weight of biosolids, truck identification, date and time, and disposal location, properly endorsed by representatives of the Contractor. The City shall rely upon the statement of any person driving a truck for the Contractor that he/she is an authorized representative able to sign on behalf of the Contractor. The Contractor shall submit a copy of the load ticket for each load to an appropriate City representative.
3. The City reserves the right to dispose of a portion or the entirety of the biosolids in any manner it deems appropriate.
4. The Contractor shall keep detailed records for each load of biosolids transported and disposed of hereunder, including the truck number, driver's name, quantity, date, disposal location (Township, Range, 1/4 Section), type of application (surface, surface incorporation, or subsurface injection), type of crop, whether or not the crop is irrigated, and application rate. By the 10th calendar day of each month, the Contractor shall submit a copy of these records from the preceding month (including a signed certification statement) to the City's WTRF Utility Systems Analyst ("Biosolids Coordinator"). The Contractor shall provide aerial maps of all land application sites; Google maps or equivalent are acceptable. The Contractor also shall submit any additional information deemed necessary by the City for completion of its annual biosolids report to CDPHE and EPA to the City's Biosolids Coordinator no later than January 31st of each year.
5. The Contractor shall coordinate its transportation and disposal activities with all municipal, county, state, and federal regulatory entities having an interest in the activity to ensure safe and legal operation hereunder. Such coordination shall include, without limitation, providing to the appropriate governmental regulatory agencies all reports, forms, and testing as required by current statutes, regulations, or guidelines, including the CDPHE's "Biosolids Regulations". Permit reporting forms shall describe each parcel of land on which biosolids have been placed by the Contractor, direct or indirectly, and must be signed by the owner of the parcel of land or the owner's legal representative. Contractor shall manage all site permits for land application of biosolids and shall pay all County and State permit fees. The City will pay the annual CDPHE biosolids application fee. The Contractor shall monitor soil, surface water, groundwater and/or plant tissue at the biosolids application site(s) as may be required by the CDPHE "Biosolids Regulations". Within ten (10) calendar days upon receipt of results from any monitoring and analysis, the Contractor shall submit to the City's Biosolids Coordinator a copy of these results (including a signed certification statement).
6. Failure to submit required reports or analytical data to the City, CDPHE or EPA by the applicable deadlines shall result in a reduction in the Contractor's fee in the amount of two hundred dollars (\$200.00) per day for each day such report and/or data is overdue.
7. The Contractor shall notify the City's Biosolids Coordinator within 24 hours from the time the Contractor becomes aware of any spill, accident, regulatory issue, or citizen complaint relating to Contractor's work under this Agreement.
8. The Contractor shall indemnify and hold harmless and defend the City against and from any liability whatsoever occurring from the Contractor's transportation or disposal of biosolids hereunder. The Contractor agrees to maintain general adequate insurance coverage and to provide the City with certificates of insurance and specimen insurance contracts evidencing such coverage. The City shall be

- named as additional insured. Minimum requirements for comprehensive General Liability policy shall include coverage for environmental damage for sudden and unexpected discharges of the biosolids.
9. Damage to City property or equipment caused by the Contractor shall be repaired to the City's specifications at the Contractor's expense within thirty (30) calendar days of written notification of such damage.
 10. The City shall pay to the Contractor a fee per ton of thickened and/or dewatered biosolids transported and disposed of by the Contractor as set forth in the Bid attached hereto. The Contractor shall prepare and submit billings to the City on a monthly basis, and payment is due by the City within thirty (30) calendar days of receipt of the billing. The Unit Price set forth in the Bid shall not be changed for the duration of this Agreement, unless mutually agreed to in writing by the Parties.
 11. The Contractor shall utilize the City's biosolids data for billing purposes and for all annual reports submitted to the CDPHE and EPA.
 12. Method of measurement: Payment shall be based upon the weight of each load and type of biosolids (i.e., dewatered biosolids or thickened biosolids) hauled. Each truck shall be weighed at the State-certified truck scale located at the WTRF. Trucks will be weighed both emptied (tare weight) and then after loading with biosolids (gross weight). Receipts showing the weight in pounds will be provided to the Contractor's truck drivers by the City. If the WTRF truck scale should become inoperative, then the Contractor is responsible for locating and using another State certified truck scale. Copies of all pertinent truck scale receipts must be submitted to the City's Biosolids Coordinator. The City shall reimburse the Contractor for the expenses of using an alternative truck scale in the City's next payment made to the Contractor.
 13. The City retains the right to review and observe the Contractor's disposal methods at any time, and to conduct an independent inspection, sampling and analysis of soils, surface water, groundwater, plant tissue, etc., at any site where City biosolids are applied.
 14. In the event that the biosolids at any particular time are not suitable for land application because they fail to meet the composition parameters set forth in Regulation No. 64 Table 3 (5 CCR 1002-64) the City shall not deliver such material to the Contractor.
 15. A lack of response or on-site presence, by vendor, for more than 3 consecutive days shall be considered a failure to perform and the Performance Bond shall be invoked to defray the costs of alternative disposal. The method of alternative disposal and the quantity of biosolids so disposed shall be determined by the City.

B. Period of Award

This will be for a base period of three (3) years, with two (2) one (1) year option periods, not to exceed five (5) years commencing **January 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 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.

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 #F22-11-097

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

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

D. Insurance

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

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

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

E. Modification or Withdrawal of Proposals

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

F. Minor Informalities

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

G. Responsibility Determination

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

H. Acceptance of RFP Terms

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the

offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

I. Protested Solicitations and Awards

Right to protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract must protest in writing to the City Manager as a prerequisite to seeking judicial relief. Protestors are urged to seek informal resolution of their complaints initially with the Purchasing Manager. A protest shall be submitted within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protests prior to bid opening or the closing date for proposals.

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

J. Confidential/Proprietary Information

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

K. Acceptance of Proposal Content

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

L. RFP Cancellation

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

M. Negotiation of Award

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

N. Contract

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

O. RFP Response/Material Ownership

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

P. Incurring Costs

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

Q. Utilization of Award by Other Agencies

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

R. Non-Discrimination

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

S. News Releases

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

T. Certification of Independent Price Determination

1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:
 - a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
 - c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
2. Each person signing the Request for Proposal form of this proposal certifies that:
 - a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above; or
 - b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above.

3. A proposal will not be considered for award where (1.a), (1.c), or (2.) above has been deleted or modified. Where (1.b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.
4. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

U. Taxes

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

V. Assignment and Delegation

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

W. Availability of Funds

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

X. Standard of Conduct

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

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

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

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

Y. Damages for Breach of Contract

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

Z. Other Statutes

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

SECTION IV. PROPOSAL SUBMISSION

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

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

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

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

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

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

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

SECTION V. RESPONSE FORMAT

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

A. Cover Letter

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

B. Use of Subcontractors/Partners

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

C. 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.

D. Evaluation Criteria

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) Email Address, 5) Brief description of project scope and value, 6) Status of project.

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

3. 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.
2. Describe how the team will handle quality control, specifically how design issues would be monitored and resolved, plans checked and cross-referenced and bid documents ensured to be complete, accurate, and coordinated with subcontractors.

Evaluation Criterion #3 - e.g., Value/Cost of Efforts

1. Provide a cost for the consulting services and products broken down per task listed under the **Scope of Services**, above. Show a breakdown of all reimbursable expenses required to complete the work. Include pricing for both dewatered (cake) and liquid biosolids (defined as biosolids that need to be transported and handled in a tank or tank truck) %. If applicable, the subcontractors' costs must be shown as separate items. Also, provide hourly rates for your firm and all subcontractors. These rates will be considered valid throughout the project.

Evaluation Criterion #4 – e.g., Regulatory Experience

1. Describe experience with Colorado's regulatory structure, reporting, and requirements for biosolids generators and appliers. Include any involvement with regulatory outreach or work groups.
2. Describe your company's approach to managing new and possible upcoming regulations (TENORM, PFAS, etc.). Include how you expect to interact with the City's biosolids contact should new regulations or requirements for disposal of biosolids be in the works or implemented.

E. Proposal Acknowledgement

Include this form as provided in Exhibit 1.

F. Certificate of Insurance

A sample Certificate of Insurance is provided in Exhibit 3.

G. Debarment Form

Include this form as provided in Exhibit 4.

SECTION VI. EVALUATION AND AWARD

A. Proposal Evaluation

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

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

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

Evaluation Criteria:

- | | | |
|----|---------------------------------------|-----------|
| 1. | Company and Personnel Qualifications: | 25 Points |
| 2. | Approach to Scope of Work: | 25 Points |
| 3. | Value/Cost of Efforts: | 25 Points |
| 4. | Regulatory Experience | 25 Points |

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

B. Determination of Responsibility of the Offeror

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

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

COOPERATIVE PURCHASING STATEMENT

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

EXHIBIT 1
PROPOSAL ACKNOWLEDGEMENT

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

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

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

Original Signature by Authorized Officer/Agent

Type or printed name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

Website Address

City, State, Zip

Proposal Valid Until (at least for 90 days)

E-Mail Address

Project Manager:

Name (Printed)

Phone Number

Vendor Mailing Address

Email Address

City, State, Zip

EXHIBIT 2
SAMPLE CONTRACT

(Incorporated by Reference, use link below to view)

[Exhibit 2 Sample Contract.pdf](#)

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

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 <div style="text-align: center;">Sample Certificate</div>	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 90%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 10%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Financial Rating of A</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Financial Rating of A		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES		CERTIFICATE NUMBER:	REVISION NUMBER:
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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, IN 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.

LINE	TYPE OF INSURANCE	APPLICABLE	POLICY NUMBER	POLICY YEAR	POLICY EXP	LIMITS
1	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER OCCUR <input type="checkbox"/> LOC					EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
2	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
3	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE \$ RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
4	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N/A				<input checked="" type="checkbox"/> WC STATE-TOBY LIMIT <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

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

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#S786373/M786364

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 _____