

CITY OF GREELEY Purchasing

Request for Proposal RFP #F24-06-054

WTRF Solids and Long-Term Master Plan

for

Water and Sewer Wastewater Treatment and Reclamation Facility

REQUEST FOR PROPOSAL (RFP) RFP #F24-06-054

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

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

ONLY ELECTRONIC RFP RESPONSES WILL BE ACCEPTED.

Email your RFP Response to 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 30 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 (6) 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 30 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	June 28, 2024			
Optional Pre-Proposal Conference	July 10, 2024 at 11:00AM (MST)			
	1001 11th Avenue, 2nd Floor			
	Colorado Conference Room (Room 227)			
Inquiry Deadline	July 26, 2024, before 2:00 PM			
Final Addendum Issued	July 31, 2024			
Proposal Due Date	August 9, 2024 by 2:00 PM			
Interviews (tentative)	August 26-30, 2024			
Notice of Award (tentative)	TBD			

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2	Sample Contract
3	Insurance
4	Debarment Form

ATTACHMENTS

Attachment	Title
Α	2012 Solids Handling and Treatment Master Plan

"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

The City of Greeley is soliciting proposals from experienced and qualified engineering firms to update existing information and create new content for the Solids and Long-Term Master Plan (SLTMP). Historically, the Wastewater Treatment and Reclamation Facility (WTRF), formerly known as the Wastewater Pollution Control Facility (WPCF), has divided master plans into Solids Treatment and Liquid Treatment Master Plans. It is the intent of the City to work towards combining the two into a comprehensive Master Plan. The most recent Solids Master Plan was completed in 2012 and the most recent master plan for the liquid stream, the Water Pollution Control Facility Treatment and Nutrient Master Plan (TNMP), was completed in 2018. The City will be completing a comprehensive Master Plan for the WTRF by combining this Solids and Long-Term Master Plan with a future updated liquid stream master plan. The scope of work for this project primarily focuses on updating solids handling, biogas, and electrical needs at the WTRF. A future project will serve as an addendum to update the liquid treatment process needs and bring the two together. If the City elects to, it may use this RFP to continue with the same consultant into the liquid stream master plan.

The City is desiring to develop a solids plan for the near-term (~20 years), as well as, a long-term plan for providing wastewater treatment services for the 50 year growth plan. It is anticipated that the current location and treatment process will reach capacity within the current 20 year capital improvement projects (CIP) plan developed in the TNMP. A long-term plan is needed to ensure adequate future planning to accommodate development and City growth is completed.

C. Goals

The goals for the SLTMP are to properly plan for near-term Capital Improvement Projects (CIP), address infrastructure renewal needs, identify opportunities to beneficially reuse biogas, and determine the long-term strategy for expansion due to City growth. This includes identifying a plan for asset renewal, operational optimization opportunities, providing adequate capacity for peak flows, providing a Capital Improvement Plan for needed infrastructure, and providing reliable, uninterrupted service to the citizens of Greeley.

The City's objectives for the MP project are as follows (in no particular order):

- Near-term plan: Develop CIP program that identifies necessary solids handling and electrical upgrades at the WTRF.
- Long-term plan: Develop a plan that identifies a path to effectively meet the wastewater treatment needs of the projected 50-year growth of the City.
- Collaboration with City staff: Review and participate with the City in selecting the best value improvements that will minimize overall future operation concerns and maintenance costs in a cost effective way.
- Project Cost: Complete the project within or under the budget.
- Project Schedule: Complete the project within the proposed project schedule.
- Near-term CIP Plan: Develop a 5-year and 20-year CIP plan, including implementation timeline and cost.
- Long-term cost: Develop a cost estimate for the long-term plan.

SECTION II. STATEMENT OF WORK

A. Scope of Services

The Scope of Services shall include all necessary components to complete an update to the Solids Handling Master Plan and a Long-Term Master Plan. In general, the selected Consultant shall develop the most cost effective, defensible, and feasible Master Plan effort. The tasks required for this work shall include, but are not limited to, the tasks below. The Consultant shall elaborate in sufficient detail and define other tasks necessary to adequately address all design issues involved in the completion of this project. The Consultant shall also provide a proposed project schedule based on the identified Scope of Services by City and other tasks proposed by the Consultants.

1. Project Management

a. Invoicing

The Consultant shall submit invoices on a monthly basis. Each invoice shall be submitted with a monthly status report including: status of budgets and schedules, proposed changes to the work to be done, and a descriptive summary of the progress to date. Payment will only be authorized for work that has been approved. Changes must be approved in writing. Detailed timesheet notes from all staff working on the project may be requested at the City's Project Manager's discretion as backup to invoicing.

b. Schedule

The Consultant shall include a schedule in their proposal. The final schedule will be agreed to during contract negotiations and Consultant shall adhere to all milestone dates established in the final schedule. Any deviation to the schedule must be approved by the City's Project Manager. Consultant shall allow a minimum of 10 business days for City review of technical memos and 15 business days for review of larger deliverables.

c. Project Chartering Plan

The Consultant shall facilitate the development of a Project Chartering Plan during the project Kickoff Meeting. This plan shall, at a minimum, identify the stakeholders, roles and responsibilities, overall project goal, and official communication plan. This will also provide a clear guide on type of decisions to be made and how they will be resolved throughout the project. This will be agreed upon by the project team.

d. Deliverables

The Consultant will prepare a list of deliverables for City review. The list of deliverables will include a description of the level of detail along with the timeline for completion.

e. Project Meetings

The consultant shall be responsible for scheduling, leading, and providing meeting minutes for all meetings. Meetings shall include, but are not limited to the following meetings. Consultant shall include any additional meetings necessary in their proposal.

- <u>Kick-Off Meeting:</u> The Consultant to meet with City Staff. The City will transfer existing information and data as requested by the Consultant prior to the meeting, as available. The Consultant shall provide the City with meeting minutes.
- ii. <u>Progress Meetings:</u> Progress meetings will be scheduled as required to meet the project schedule. The Consultant to propose frequency of meetings. The Consultant shall run the progress meetings and prepare meeting minutes. A combination of virtual and inperson meetings are anticipated with most of the meetings being virtual, in-person meetings on an as-needed basis.

- iii. <u>Interagency Meetings:</u> Consultant shall conduct interagency meetings needed to facilitate discussions regarding a regional solids handling facility with neighboring municipalities. It is anticipated that a minimum of six (6) meetings shall be needed. Consultant shall propose any additional meetings anticipated.
- iv. Project Workshops: The Consultant shall conduct project workshops to serve as the key decision making junction points in the project. At least ten (10) days prior to each workshop, the Consultant shall distribute the information that is being critically evaluated so the City may be prepared at the workshop for making decisions. To ensure the workshop is productive, as part of the information distributed prior to the workshop, the Consultant shall outline the goals of the workshop and highlight the decisions that will need to be made. Consultant shall propose the number of workshops needed to complete the work. Consultant shall provide minutes and/or notes from the Project Workshops and identify any decisions made. Consultant shall provide all materials presented in the Workshops to the City.
- v. <u>Presentations:</u> The Consultant shall conduct four (4) presentations of the Final Master Plan to the following:
 - 1. City Management
 - 2. Water and Sewer Board
 - 3. City Council
 - 4. North Front Range Water Quality Planning Association

2. Master Plan focus areas:

This Master Plan shall focus on Biosolids Treatment, Electrical Equipment, and a long-term (50-year) plan.

- a. <u>Biosolids Treatment:</u> Biosolids Treatment evaluation shall include an examination of current operations, equipment condition, and any recommended upgrades. Evaluation shall include, but is not limited to:
 - WAS Thickening: Current WAS thickening operations shall be evaluated. WAS thickening includes the existing Volute thickeners, polymer dosing, TWAS pumps, TWAS tanks, and associated electrical, instrumentation, and controls (EI&C). WAS Thickening also receives flow from the SWAS system, which shall be included in the evaluation as well.
 - ii. <u>Anaerobic Digestion</u>: Anaerobic digestion operations shall be evaluated. Anaerobic Digestion includes the Anaerobic Digesters, vertical mixers, feed and transfer pumps, heat exchangers, boilers, and associated EI&C.
 - iii. <u>Secondary Digester (sludge holding tanks)</u>: The condition of the secondary digesters shall be evaluated. Secondary Digester equipment includes the tanks, transfer pumps, and associated EI&C. The tanks shall be evaluated for concrete condition and accessibility for maintenance. Alternatives shall be developed for repairing or replacing the tanks. Tank mixing alternatives shall be included.
 - iv. <u>Dewatering:</u> Current dewatering operations shall be evaluated. Dewatering includes centrifuges, cake pumps, cake hopper, building piping, and associated EI&C.
 - v. <u>Centrate Handling and Processing (CHAP):</u> The CHAP building and process shall be evaluated. Evaluation shall include summary of the Ammonia Side Stream Treatment Upgrades Feasibility Study that was recently completed. Any needs not addressed by the feasibility study and current planned upgrades shall be addressed.
 - vi. <u>Chemical Storage</u>: Chemical storage shall be evaluated. The chemical storage in the Annex was recently upgraded and a future chemical storage area is planned to be

constructed in the near future. These areas and future chemical storage needs shall be addressed.

- vii. <u>Biogas Beneficial Reuse:</u> The biogas system shall be evaluated. The biogas system includes the booster system, scrubber, flare, use in the boilers, gas monitoring system, and associated EI&C. Beneficial reuse shall include evaluation of on-site and off-site uses of the biogas. The following alternatives shall be considered, at a minimum:
 - 1. Status quo (use in boiler and flaring excess) with improvements to biogas system to reduce use of natural gas in the boilers.
 - 2. On-site combined heat and power (CHP).
 - 3. Fueling station for City transit bus fleet. This shall include, at a minimum, recommendations for best location, regulatory requirements, biogas treatment, and return on investment (including RIN evaluation).
 - 4. Pipeline injection. This shall include, at a minimum, recommendations for best injection location, potential gas provider partnerships and/or purchasers, regulatory requirements, biogas treatment, and return on investment (including RIN evaluation).
 - 5. Additional technologies not listed above, that may be a more appropriate approach, shall be recommended and evaluated by the Consultant.
- viii. <u>Biosolids disposal and usage:</u> Current biosolids disposal methods shall be evaluated. Alternative disposal methods, including biosolids beneficial reuse and struvite sequestration versus recovery, shall be evaluated.
- ix. Plant-wide Electrical Equipment: Major electrical equipment across the plant shall be evaluated. Electrical equipment to be evaluated includes MCCs, medium and low voltage transformers, switchboards, electrical poles, and switchgear. South Plant electrical and communications manholes shall be included in evaluation. South Plant PLCs shall be evaluated with their associated process areas (e.g. Dewatering Process/Building). Variable frequency drives and control panels shall be evaluated with their associated equipment.
- x. Office/workspace evaluation: The Annex Building, South Plant Maintenance Shop, SCADA control room, Dewatering Building laboratory, and break room shall be evaluated for needed upgrades.

3. Review of Existing WTRF Operations

The Consultant shall become thoroughly familiar with the operation of the Wastewater Treatment and Reclamation Facility operations.

a. Assemble Background Information

The Consultant shall gather existing information necessary to complete the Scope of Work in this RFP.

- Meet with plant staff, I&C staff, and Project Manager to become familiar with the facility.
 It is anticipated that numerous site visits to collect data, drawings, and review operations will be needed.
- ii. Review the previous Master Plans to understand the proposed work and determine what has been completed and what is remaining. Discuss with City staff the current CIP plan

based on the previous Master Plan and identify anything that may be missing. The WTRF's most recent Master Plan can be found on the Water and Sewer website (https://greeleygov.com/services/ws/system/planning). The Solids Master Plan is Attachment A.

- iii. Review additional studies, including but not limited to, the WPCF Blower Study and the WPCF SCADA Evaluation. Studies shall be made available to selected Consultant after Notice to Proceed.
- iv. Consultant shall review available plant data and operations to develop a complete understanding of all systems. Although all process areas are not going to be included in this Master Plan, it is expected that the Consultant shall have an understanding of the operation of the WTRF as a whole.

b. Operations and Maintenance Evaluation

The Consultant shall complete an evaluation of the solids treatment and handling processes as well as plantwide major electrical equipment. The evaluation shall include, but is not limited to, infrastructure capacity and condition, operations and maintenance, challenges and opportunities for improvements, fixed asset replacement needs, emerging trends and technologies that may be suitable for addressing identified challenges. Evaluation of the liquid treatment process may be included in the future addendum.

- i. Evaluate and present options to improve the solids treatment and handling processes, operations, maintenance procedures, data collection, and recordkeeping practices. This includes biogas usage.
- ii. Evaluate and make recommendations to improve current operations, meet future regulatory requirements, and projected population growth.
- iii. Identify limitations in existing processes and/or equipment and suggest ways to improve performance and reliability.
- iv. Evaluate existing automation in conjunction with the City's SCADA System Evaluation and suggest improvements that serve to advance operations ease and reduce operational costs.
- v. Evaluate and present options to improve the operations, maintenance procedures, and recordkeeping practices for plantwide major electrical equipment.

c. <u>Wastewater Flow and Loading Projections:</u>

The City developed wastewater flow and loading projections as part of the WPCF Treatment and Nutrient Master Plan (TNMP). The Consultant will need to review the Collection System Master Plan and the City's Land Use plan along with more recent flow and load data to update the projections to reflect current flow and load information. Provide a dynamic tool for the City to easily update projections for expansion triggers.

The consultant will need to complete updated flow and loading projects for both the 20-year and 50-year timeframes.

d. Condition Assessment

Complete a condition assessment of the solids treatment infrastructure and plantwide major electrical equipment. Review the condition assessments included in the WPCF TNMP completed in 2018. Determine if there are any that do not need to be re-assessed. If a condition assessment does not need to be updated, it still needs to be incorporated into this Master Plan.

Review and update any condition assessments that may be included in other documents provided by the City including, but not limited to, the Solids Master Plan, WPCF Blower Study, WPCF SCADA Evaluation, SCADA Master Plan, and the facility assessment completed by the Public Works Department. Condition assessment shall include, but is not limited to:

- Structural
- ii. Mechanical
- iii. HVAC
- iv. Electrical
- v. Instrumentation and Controls

The condition assessment shall include a condition rating correlating with an estimated remaining life-span. A description of existing conditions, recommended upgrades, year of installation, and photographs, at a minimum, shall be included. Condition assessment rating and format shall be consistent with the WPCF TNMP.

Consultant shall work with City Staff to ensure that the condition assessment deliverables can easily be integrated into the City Works asset management software.

4. Future Regulatory Requirements

The Consultant shall assess and summarize existing and anticipated state and federal regulations related to biosolids management. This will also include an assessment and recommendation for improvements to biosolids regulatory reporting procedures. Include evaluation of capital and operational changes that will be needed to comply with regulations, if applicable. Specific regulatory drivers to be evaluated shall include, but are not limited to:

- Impacts of emerging contaminants on land application practices (e.g. PFOA and PFOS)
- Biogas beneficial reuse

Evaluation shall include:

- A list of key regulations and summaries that impact biosolids management and end use disposal.
- ii. Regulatory trends, including what is trending in other States that might indicate more stringent future regulations in Colorado, and proposed limitation for biosolids management.
- iii. A list of key regulations and summaries that impact biogas beneficial reuse.
- iv. Regulatory trends for biogas beneficial reuse.

5. Capital Improvement Project (CIP) Plan Development

Identify Capital Improvement Projects

Based on the condition assessment and the future regulatory requirements evaluation, the Consultant shall develop a Capital Improvement Projects plan needed to maintain operations, support projected future flows and loads, and compliance with future regulations. If applicable, alternative projects will be identified. The CIP plan shall include smaller, individual projects. The consultant shall make

recommendations on which projects may be combined into a larger project, if the City so chooses during implementation.

Cost Estimate

The overall project cost for each of the CIP projects shall be prepared. The cost estimate shall be included both in present-day costs and escalated costs for future years. The cost estimate shall include engineering, legal, environmental, land acquisition (if needed), construction, and permitting costs. The CIP budget plan shall be delivered such that it can be a dynamic tool for the City that may be adjusted based on future needs. The tool used must be provided to the City for its use and shall not require reliance on the consultant for future adjustments and/or management. The CIP budget plan shall include the year the projects are completed and costs based on new information or annual inflation adjustment. The CIP budget plan shall incorporate projects from the WPCF TNMP as well as any additional CIP projects that were identified after the completion of the WPCF TNMP such that it is a plant-wide, wholistic plan.

Develop CIP Prioritization

A project prioritization shall be developed to assist the City with future budgeting efforts. The following must be included for each project listed:

- 1. Write a description of the projects, their priority, and justification for priority.
- 2. The Consultant is expected to create a list ranking projects as high, medium, and low priority.
- 3. Provide descriptions based on the condition assessment, current and future flows/loads, regulatory drivers, and treatment alternatives to justify why a priority ranking was assigned.

Develop CIP Schedule

The schedule for the identified CIP projects shall be developed based on the prioritization. The estimated year of each project shall be identified. Growth, regulatory, asset condition, or other triggers that require a particular CIP project proceed shall be included. Projects from the WPCF TNMP and current CIP schedule shall be included to create a comprehensive CIP schedule. Any adjustments that have been made to the WPCF TNMP schedule as well as the current CIP schedule shall be provided by the City.

6. North Front Range Water Quality Planning Association

The Consultant shall update the City of Greeley Wastewater Utility Plan for approval with North Front Range Water Quality Planning Association (NFRWQPA). The Consultant shall prepare all necessary documents and present to NFRWQPA for approval of the City of Greeley Wastewater Utility Plan.

7. Existing Hydraulic Model Updates

The Consultant shall review the existing Biowin model furnished by the City. The consultant shall update the model, as needed. Updated model files shall be provided to the City in their native format.

8. 50-year Plan development

The consultant shall develop a long-term plan (50-year plan) for the WTRF. The long-term plan shall include evaluation of the ability to provide treatment at the existing site and provide high level alternatives for future expansion.

Alternative evaluation

Evaluation is to include, at a minimum:

- Intensification of current processes to treat future flows
 - This alternative shall include recommendations on what process(es) should be intensified and recommended technologies
 - This alternative shall include anticipated life-span of current site if intensification were to be the selected alternative
- Second treatment plant
- Expanded treatment at current site with additional land purchase
- Regional solids handling consolidation opportunities
 - This shall include coordination with surrounding towns with solids concerns
 - Alternative shall identify potential location of a regional solids handling facility
 - Evaluation shall include necessary schedule to accommodate all potential stakeholders' needs

The City is open to the development of additional alternatives by the selected Consultant and encourages them to do so.

Cost Estimate

A cost estimate shall be prepared for each alternative. The cost estimate shall be included both in present day costs and as escalated costs for future years. The cost estimate shall include engineering, legal, environmental, land acquisition (if needed), construction, and permitting costs. The long-term plan budget shall be delivered such that it can be a dynamic tool for the City that may be adjusted based on future needs. The tool used must be provided to the City for its use and shall not require reliance on the consultant for future adjustments and/or management.

9. Deliverables

All deliverables shall conform with Colorado's accessibility law HB21-1110. Deliverables shall be provided both as PDF and in their native formats. If any drawings are produced, they must be provided to the City in AutoCAD format. If any model files are produced, they must be provided to the City in a format compatible with Biowin. Excel, Powerpoint, Word, etc. documents shall be provided in their native formats. Delivery methods (electronic vs hard copy) are specified below.

- a. Meeting Minutes and Materials: all meeting minutes and materials presented shall be provided by the Consultant to the City in electronic format.
- b. Workshop Notes/Minutes and Materials: all notes/minutes and materials presented in workshops shall be provided by the Consultant to the City in electronic format.
- c. Technical Memos (TM): technical memos will be produced related to each of the scope elements listed above throughout the development of this Master Plan. The Consultant will develop these TMs in coordination with City staff and will serve as the basis for the final Master Plan. TMs shall be provided electronically.
- d. Master Plan report: a Master Plan will be developed to summarize and document the Biosolids Master Plan. A draft will be provided to the City prior to finalizing. This report will compile all of the information from the technical memos, condition assessment, alternative analysis, cost

estimates, prioritization, schedule, and any other information developed as part of the master planning process. The report will be provided as an electronic version as well as six (6) hard copies. All associated supporting files will be provided to the City. The report shall be provided both as a PDF and the native Word document. All tables and figures included in the final report shall be provided to the City in native format to allow for future City use and editing.

10. Additional tasks to be added at the City's discretion

- a. <u>Plant-wide Electrical Equipment</u>: Provide additional cost to complete a more in-depth evaluation of the electrical equipment in accordance with NETA testing standards. Scope of work for this shall include a submittal on testing documentation. Selected consultant shall provide their own PPE and coordinate any shutdowns needed with City staff. Cost shall be provided separate from the base design cost.
- b. <u>Consultant proposed tasks:</u> The consultant may propose additional tasks that could provide added value and enhance the project for the City. Any additional tasks identified by consultant shall be included separately from the base design cost.
- c. <u>Liquid Stream Treatment Master Plan Update:</u> An update to the liquid stream treatment master plan may be awarded to the selected Consultant in 2026 at the discretion of the City. The selected Consultant will be asked for qualifications and pricing at that time. If awarded, it is expected that the liquid master plan shall become integrated with the solids master plan to ultimately create one, plant-wide master plan. The scope of work for the liquid stream treatment master plan update shall broadly cover similar tasks as the major tasks listed above for the solids treatment. The Liquid Stream Treatment Master Plan Update shall be contracted separately as an extension of this project.

B. Period of Award

The completion date of providing the required product and services shall be based on the proposed schedule developed by the consultant or as negotiated with the chosen consultant.

If the City desires to extend the contract, no later than thirty (30) days prior to expiration, the City's Purchasing Contact may send a notice in writing to the vendor requesting firm pricing for the next twelve-month period. After the City evaluates the firm pricing proposal from the vendor, it will determine whether to extend the contract. All awards and extensions are subject to annual appropriation of funds. The provisions of the foregoing paragraphs with respect to extensions of the terms of the contract shall be null and void if the contract has been terminated or revoked during the initial term or any extension thereof. All decisions to extend the contract are at the option of the City.

C. Minimum Mandatory Qualifications of Offeror

Project manager must be a Licensed Professional Engineer with at least ten (10) years of experience with wastewater treatment plants and have experience managing master planning. The project manager must be located within 75 miles of Greeley. The key personnel (project manager, lead modelers, lead project engineers) each shall have experience with at least three master planning projects in the last ten years of similar scope and scale. Consultant lead modeler shall have at least two projects using Biowin in the last five (5) years.

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 #F24-06-054

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

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

D. Insurance

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

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

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

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

E. Modification or Withdrawal of Proposals

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

F. Minor Informalities

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

G. Responsibility Determination

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

H. Acceptance of RFP Terms

A proposal submitted in response to this RFP shall constitute a binding offer. 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.

I. Protested Solicitations and Awards

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

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

J. Confidential/Proprietary Information

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

K. Acceptance of Proposal Content

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

L. RFP Cancellation

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

M. Negotiation of Award

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

N. Contract

A 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. Requested changes

to the contract must be submitted at the time of proposal. Request for changes to the contract after award may only be considered at the discretion of the City.

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 30 total pages, excluding cover letter, index or table of contents, front and back covers, and title pages/separation tabs. Pages shall be $8 \frac{1}{2} \times 11$ inches except for up to four (6) 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 30 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. Minimum Mandatory Qualifications

Include an itemized description of how your company meets each of the minimum mandatory qualifications outlined in Section II, C. Failure to meet or exceed these requirements will disqualify your response.

D. Company Information

- 1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
- 2. Identify the year in which your company was established and began providing consulting services.
- 3. Describe any pending plans to sell or merge your company.
- 4. Provide a comprehensive listing of all the services you provide.

E. Evaluation Criteria

Evaluation Criterion #1 - Company and Personnel Qualifications

- Describe your customer service philosophy and how this project will be managed to get the best value Master Plan product for the City.
- 2. Demonstrate the necessary experience, organization, and technical qualifications for the proposed work.
- List key personnel that will be committed to this project, provide their resumes in an appendix, and describe their role and title, and what their availability is for the contract duration. Identify similar MP projects that have been completed by the proposed key personnel.
- 4. Provide information from at least three **completed** MP projects that are 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
 - The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
- 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 description of how the MP will be managed to meet project goals and objectives. Include a project team organizational chart.
- 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 - Approach to Scope of Work

Explain your understanding of the project objectives and desired results for the MP project.

- 2. Describe how information will be obtained from and shared with Greeley staff.
- Describe specific project challenges you anticipate with the MP and provide the proposed method for resolving them.
- 4. Describe project approaches or ideas that you would apply to this project that you feel would enhance the quality of your services.
- 5. Describe how the team will handle quality control.
- 6. Describe other scope items that you would suggest to enhance the MP.

Evaluation Criterion #3 - Schedule

 Provide a specific timeline for showing milestones and completion dates. Assume that City staff will need a minimum of 3 weeks to complete review of larger submittals. Smaller submittals may be reviewed by City staff in two weeks.

Evaluation Criterion #4 - Cost and Hours

- 1. Provide a fee to complete the work. The fee shall be broken down into tasks or scope of work items. Include the proposed number of hours and rates for each personnel category (e.g. project manager, senior engineer, engineering technician, etc.). Include subcontract work and incidentals necessary as separate items. These rates will be considered valid throughout the project.
- 2. Evaluation will consider the extent to which the work hours presented are reasonable for the effort required in each grouping and total cost.
- 3. Provide fee of additional tasks recommended beyond the Scope of Work outlined above. This fee shall be broken out independently from the fee to complete the identified project scope. Provide a breakdown of the fee into tasks and include the total number of hours and rates for each personnel category.

Evaluation Criterion #5 – Development of CIP Plan

- 1. Describe the plan for developing the CIP plan and how you will choose infrastructure/equipment alternatives that become MP recommendations.
- 2. Clearly identify how you will develop the CIP plan so that they can be a usable resource for the next five (5) to 20 years. Describe how flexibility to adjust the CIP plan in the future will be provided.
- Clearly identify how you will develop the long-term plan and how you will choose alternatives that become MP recommendations.
- 4. Describe how a reliable cost estimate for the CIP plan will be developed

F. Proposal Acknowledgement

Include this form as provided in Exhibit 1.

G. Certificate of Insurance

A sample Certificate of Insurance is provided in Exhibit 3.

H. 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.	Schedule:	10 Points
4.	Cost and Hours:	15 Points
5.	Development of CIP Plans:	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. 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)

F24-06-054 Sample Contract.pdf

EXHIBIT 3 SAMPLE CERTIFICATE OF INSURANCE

Client#: 12170

ACORD. CERT	IFIC/	ATE OF L	IABI	LITY I	NSUR	ANCE		W007777) 4/2013	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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).									
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Anywhere, USA			ADDR	E-MAIL AD DRESS:					
Allywilele, OSA			CUST	PRODUCER CUSTOMER ID &					
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Sample Certificate					iai Kauliy u	10			
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				ERD:					
				ER E:					
			INSUR	ERF:					
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THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQU									
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(Mandatory In NH)						E.L. DISEASE - EA EMPLO			
If yes, describe under DES CRIPTION OF OPERATIONS below	\vdash					E.L. DISEASE - POLICY LI	vitt \$500,	000	
1 1									
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE						oluded on			
City of Greeley is named as Additional Insured on General Liability. Waiver of subrogation is included on Work Compensation. This insurance is primary and noncontributory to insurance policies held by the City.									
CERTIFICATE HOLDER				CELLATION:					
CERTIFICATE HOLDER			CAN	CELLATION					
City of Greeley 1000 10th St			THE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
Greeley, CO 80631-3808									
			AUTH	AUTHORIZED REPRESENTATIVE					
				-		OFF CORRODATION			

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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)	
lame of Organization	
.ddress	
authorized Signature	
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Pate	

ATTACHMENT A SOLIDS HANDLING AND TREATMENT MASTER PLAN

Attachment A - Solids Handling and Treatment Master
Plan.pdf