



**CITY OF GREELEY
Purchasing**

**Request for Proposal
RFP #FX21-11-185**

NON-POTABLE IRRIGATION PUMP STATIONS

for

WATER & SEWER DEPARTMENT

REQUEST FOR PROPOSALS (RFP)
RFP #FX21-11-185

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

Pre-Proposal Meeting: A mandatory pre-proposal meeting will be held, November 24, 2021, 10:00 AM local time. The meeting will be held in the Water & Sewer Office's Colorado Conference Room, 1001 11th Avenue, 2nd Floor, Greeley, CO 80631.

Proposals must be received no later than:

Friday, December 17, 2021, before 2:00 p.m. local time

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

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

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

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB.

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 given in local Colorado time
RFP Issued	Monday, November 15, 2021
Mandatory Pre-Proposal Conference at 1001 11 th Ave, 2 nd Floor, Greeley, CO 80631	Wednesday, November 24, 2021 at 10am
Inquiry Deadline	Wednesday, December 1, 2021 by 4pm
Final Addendum Issued	Friday, December 10, 2021
Proposal Due Date and Time	Friday, December 17, 2021, before 2pm
Interviews (tentative)	Scheduled as needed
Notice of Award (tentative)	Monday, December 27, 2021

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

ATTACHMENTS

Attachment	Title
1	Westgate Subdivision Filing No. 1 Phase 1 Pond Plan & Details
2	
3	
4	

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

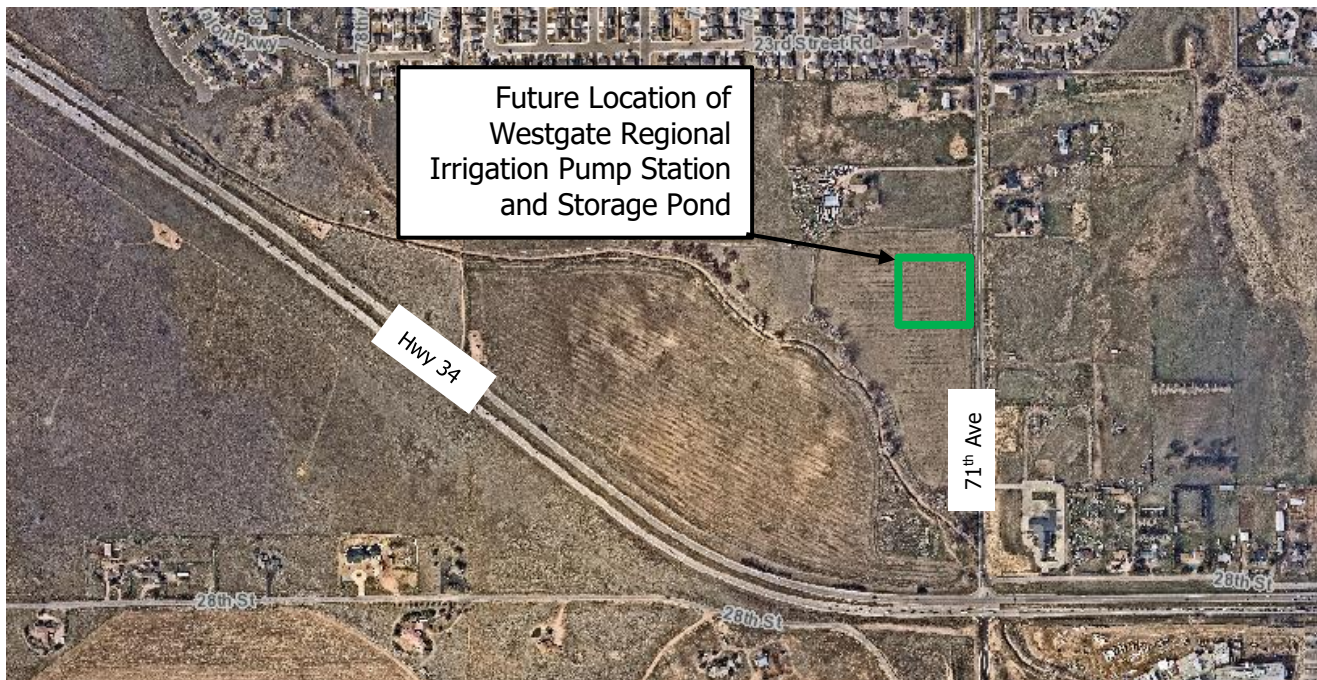
A. Background

The City of Greeley uses raw (untreated) water to irrigate both public and private property throughout the City. A network of irrigation ditches supply water to ponds which then supply water to a pumped distribution system to provide sufficient pressure and capacity to connected irrigation systems. The City refers to this type of system as a “hub-and-spoke” layout. Through this system, the City is currently able to serve over 100 customers. The goal of the City is to expand the non-potable water system and reduce the use of potable water for irrigation purposes and improve irrigation practices, which is key to the City’s long-term water conservation plan.

The City recently updated the non-potable water master plan, (Greeley Non-Potable Water Masterplan, CDM Smith, 2021) which identified service areas for existing and future irrigation pump stations. The masterplan also evaluated existing pump stations and their capacity to supply irrigation water to their designated service area. The masterplan identified capital improvement projects with 5-year and 20-year planning horizons. This project will address two of the 5-year capital improvements projects, Greeley West Pump Station Replacement and Westgate Regional Pump Station.

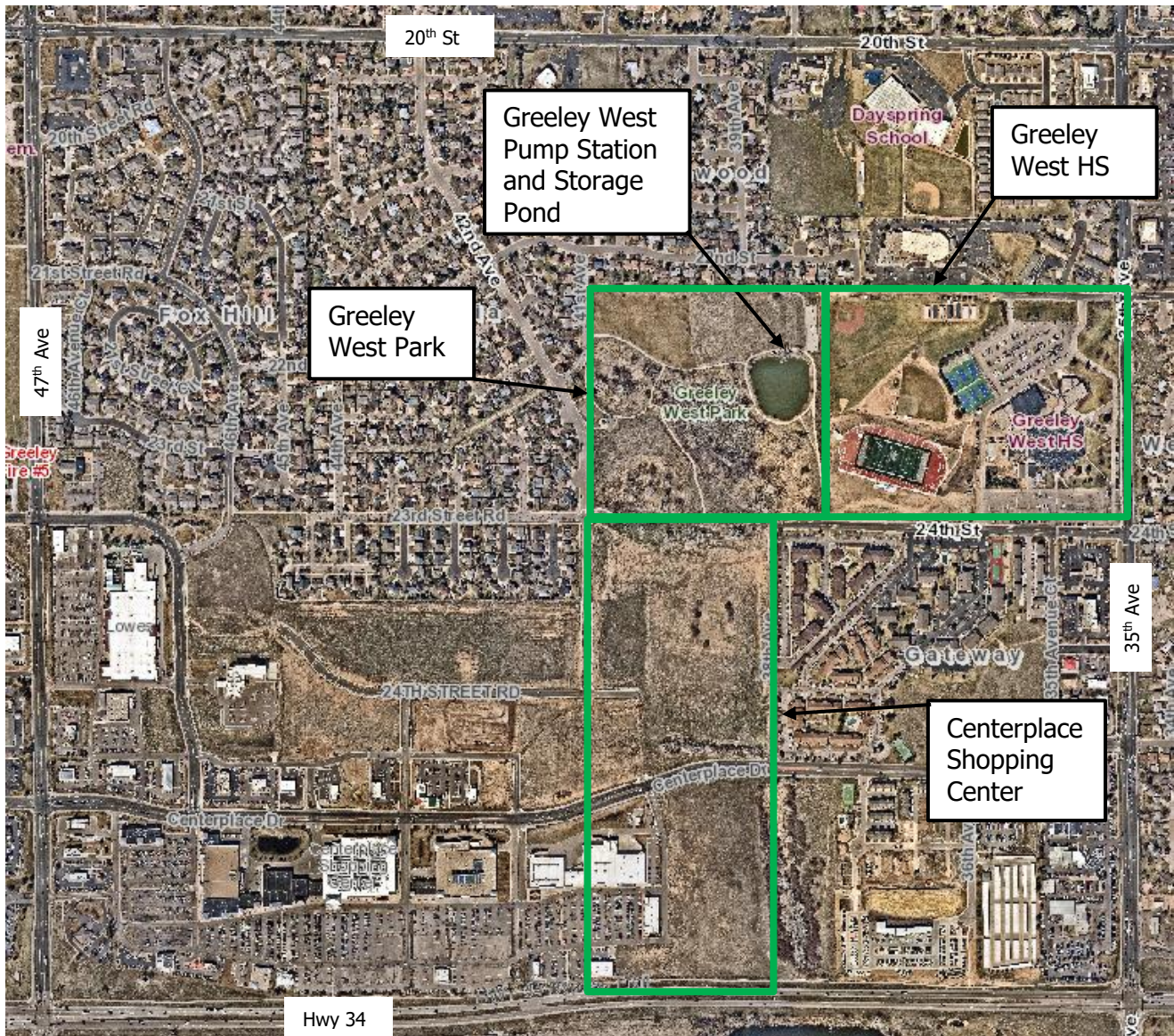
B. Overview

The Westgate Regional Pump Station will be a new pump station that will serve the new Westgate Subdivision and surrounding area. The pump station has been preliminarily sized at 1,250 gpm. The storage pond will be designed by the developer’s engineer, as it will be used for both irrigation storage and storm water detention purposes. The storage pond will also be constructed by the developer’s contractor. The following figure shows the proposed location of the new pump station and storage pond.



The Greeley West Pump Station is an existing pump station that serves Greeley West Park. The pump station consists of a precast concrete building with two 20 hp vertical turbine pumps and one 5 hp pressure maintenance pump. Water is supplied by a 2-ac-ft pond through a 12-inch diameter intake pipe to the wet well.

The pump station and storage pond are undersized to serve an expanded service area which includes portions of Centerplace Shopping Center and Greeley West High School. The High School has an existing irrigation pump station that is connected to the same storage pond and may be eliminated and served by the City's replacement pump station in the future. The existing City pump station design flow rate is 400 gpm. The masterplan sized the replacement pump station at 2,000 gpm. The pump station's storage pond will also be enlarged as part of this project. The following figure shows the proposed areas that will be served by the replacement pump station.



C. Goals and Objectives

The project goal is to design both the Greeley West Pump Station Replacement and the new Westgate Regional Pump Station, and construct them using the Construction Manager at Risk (CMAR) process. Another goal is to construct the Westgate Regional Pump Station while the irrigation pond is being constructed by the developer's contractor. All pipe connections between the pump station and the pond will need to be constructed prior to the pond being lined.

With that said, the City intends to prepare separate construction documents for each pump station, with Westgate Regional Irrigation Pump Station being constructed first. The City intends to construct the Greeley West Pump Station as funds become available, most likely the following fiscal year after completing the Westgate Regional Irrigation Pump Station.

The Greeley West Pump Station replacement includes:

- Evaluating the condition and size of the existing wet well to determine if it can be used for the replacement lift station.
- Demolition of the City's existing pump station.
- Expanding, deepening, and lining the existing storage pond.
- Sizing and constructing a new intake pipe between the storage pond and wet well.
- Sizing and constructing a replacement pump station.
- Extending a new irrigation supply pipeline to W24th Street (approx. 1,500').

The Westgate Regional Irrigation Pump Station includes:

- Sizing and constructing an intake pipe between the storage pond and wet well.
- Sizing and constructing a new pump station.

The project has been divided into four (4) tasks:

Task 1, Preliminary Design

1. Conduct kickoff meeting to ask questions and obtain a better understanding of project goals and expectations.
2. Meet with City Staff to quantify irrigable areas within the service areas for sizing pump station capacities.
3. Conduct hydraulic modeling using existing models completed by CDM Smith.
4. Conduct fieldwork including geotechnical investigations, utility test holing, and site topographic survey to support the design.
5. Prepare a technical memorandum to memorialize Task 1 effort.

Task 2, Final Design

1. Prepare final design of Westgate Regional Pump Station.
2. Prepare final design of Greeley West Pump Station Replacement.

Task 3, CMAR Coordination

1. A collaborative effort with a Construction Manager at Risk (CMAR) contractor to ensure the best value product is being delivered which meets the financial requirements of the City.
2. Develop early-out packages to meet schedule.

Task 4, Construction Management Services

1. Construct Westgate Regional Irrigation Pump Station.
2. Construct Greeley West Pump Station Replacement, storage pond, and pipelines.

The City's objectives for the design of the project are as follows:

- **Collaboration with City Staff:** Review and participate with City in selecting the best value alternatives that will minimize capital costs, overall future operational requirements, and maintenance costs.
- **Consulting Firm with Available Staff:** Selection of an experienced design firm that understands the Owner's objectives and has experience with similar design work and CMAR process.
- **Optimize Site Layout & Design:** Consultant to develop conceptual and final designs that meet Water & Sewer operational and infrastructure objectives.
- **Project Cost:** Complete the project within or under the appropriated budget.
- **Project Schedule:** Complete the project within the proposed project schedule.

Obtaining these goals and objectives will require close communications between the City of Greeley staff, project engineering consultant (Consultant), and the contractor selected as part of the CMAR process. Construction drawings and specifications will need to be completed to facilitate early out construction packages for the CMAR and to meet the project schedule.

SECTION II. STATEMENT OF WORK

A. Scope of Services

The following information will be provided to assist the Consultant in the execution of projected work. Other information may be requested and provided if available. The Proposer shall identify additional data needs in their proposal.

- Greeley Non-Potable Water Master Plan, June 2021
- Non-potable water system InfoWater hydraulic model
- Updated GIS Water System mapping and data*
<http://gis3.greeleygov.com/Html5ORIGIN/?viewer=PropertyFacts>
- City of Greeley Design Criteria and Construction Specifications Potable Water Distribution, Sanitary Sewer Collections, and Non-Potable Irrigation Systems Volume III, June 2008*
<https://greeleygov.com/docs/default-source/construction-standards/water-and-sewer/2008-water-and-sewer-design-standards.pdf>
[**NOTE:** The City is in the process of updating and revising Design Criteria and Construction Specifications for Potable Water Distribution, Sanitary Sewer Collections, and Non-Potable Irrigation Systems. This effort is substantially complete.]
- Geotechnical Due Diligence Study for Proposed Residential Development (Westgate Subdivision)
- Westgate Subdivision Filing No. 1 Phase 1 Pond Plan & Details*
- Westgate Subdivision's irrigation storage pond final grading plans with planned improvements around the storage pond in AutoCAD format.

* Document provided by City as a part of RFP Proposal, all other documents will be provided upon award of MP.

The scope of services shall include all necessary tasks for the complete design and construction of the two pump stations. The project is being broken out into four (4) tasks: Preliminary Design, Final Design, CMAR Coordination Services, and Construction Management Services. Additional tasks that could provide added value and enhance the project for the City may be added to the scope of services.

The Scope of Services will be Time and Materials Not to Exceed. The Scope of Services shall include, but is not limited to, the following:

1. Task 1 – Preliminary Design

- Kick-off Meeting: Consultant to meet with W&S Department engineering and operations staff (Staff) to provide an efficient transfer of knowledge, to align project team and discuss project goals. The City will transfer existing information and data as requested by the Consultant prior to the meeting. After the meeting the City will conduct a site visit with Consultant to one or two irrigation pump stations to further exemplify the City's typical pump station configuration.
- Consultant to conduct hydraulic modeling of both systems to properly size pumps and pipes to meet City Design Criteria. The Consultant shall collaborate with the City's irrigation pump supplier (Cascade Industries, Inc.) for pump sizing. The City exclusively uses Syncroflo vertical turbine pump skids equipped with a self-cleaning screen.
- Consultant to develop site and pump station layouts.
 - Consultant to develop preliminary sizing and routing of infrastructure. Preliminary design shall consider phasing pump station capacity, interim and full buildout capacity (i.e. provide space for an additional pump).
- Consultant to conduct fieldwork.
 - The Consultant shall conduct Subsurface Utility Engineering (SUE) to Quality Level A at each site. For the purposes of this RFP, the Consultant shall assume a total of thirty (30) test holes.
 - The Consultant shall conduct geotechnical subsurface investigations at each site. For the purposes of this RFP, the Consultant shall assume a total of two (2) geotechnical holes at Westgate and four (4) at Greeley West. One of the holes at the Greeley West shall be converted into a permanent groundwater monitoring well for the purposes of monitoring groundwater level fluctuations. The Consultant and/or its Geotechnical Engineering Sub-consultant shall assist the City in notifying and registering the well with the State of Colorado's Water Resource Division.
 - Groundwater is known to be shallow at the Greeley West Pump Station and storage pond area. Sufficient groundwater information shall be gathered so that the Consultant can properly design the pond liner and an underdrain system if it is determined one is needed to keep the pond liner from floating.
 - The geotechnical investigation shall also provide construction dewatering and shoring methods and recommendations within the report for the Contractor to consider when preparing their bids.
 - The Consultant shall conduct a topographic survey of each site with locations of existing above grade improvements and buried utilities. The Consultant shall also show existing property lines and easements.
- Design Progress Meetings: Progress meetings will be scheduled as required to meet the project schedule and coordination with the City and CMAR contractor. The Consultant to propose frequency of meetings. The Consultant will run the progress meetings and prepare meeting minutes and maintain Decision Log and Action Items lists.

- Deliverables:
 - Meeting minutes after each meeting.
 - Updated Decision Log and Action Items lists.
 - Technical memorandum including results of hydraulic modeling and pump sizing.
 - Preliminary design drawings for the City and CMAR review and comment.

2. Task 2 – Final Design

NOTE: It is the City's intent to bid the pump station projects separately. Therefore, each project shall be prepared as a standalone project with separate construction documents.

Consultant shall assume that the West Greeley Pump Station will be broken into three phases to allow the City to construct one to two phases within the same fiscal year as the Westgate Regional Pump Station if budget permits.

- Phase 1: Pond Enlargement
- Phase 2: Pump Station Replacement
- Phase 3: Pipeline to W24th Street

One set of drawings and specifications will be prepared to include all three phases, but separate Bid Schedules and Measurement and Payment sections will be prepared for each phase.

- Consultant to finalize the design of the pump station and associated infrastructure to support it, including but not limited to site design; final sizing of pond and wet well, intake pipe, pumps, discharge piping, pond liner, pond underdrain, aeration system, and electrical system. Pump controls are packaged with pump skid provided by Cascade Industries. The pump controls will communicate with the City's SCADA system either via fiber optics or XetaWave radios with fiber optic being the preferred alternative if existing fiber optic is located within the vicinity of the pump stations. The Contractor will be responsible for subcontracting with an Instrumentation & Controls integrator to program the SCADA system.
- It is anticipated that the wet well will be constructed of precast concrete. However, consultant shall include as an additional/optional task to design cast in place wet wells if it is determined during Task 1 that a precast concrete structure is not feasible.
- The City uses precast concrete buildings with an aggregate exposed finish to house pumps, electrical and controls equipment, and other associated pump station equipment. Consultant shall size building and openings for equipment and personnel access. The City will provide examples of typical pump building layouts.
- Consultant shall design cast in place concrete floor and foundation to support pump building and equipment loads.
- Consultant to develop 60%, 90% and 100% design documents including drawings and technical specifications in CSI format. Electrical and structural designs may wait to be submitted with the 90% design documents. The 100% submittal shall be stamped and considered final and ready for bidding.
- Consultant shall review CMAR's costs and provide feedback to the City.
- Consultant to coordinate 60% and 90% design review meetings between Consultant, CMAR,

and City Staff.

- Deliverables:
 - Meeting minutes after each meeting.
 - Updated Decision and Action Items lists.
 - 60%, 90% and 100% design documents including bid schedule, Measurement and Payment section, and Special Provisions.

3. Task 3 – CMAR Coordination Services:

- NOTE: It is the City's assumption that this effort will be duplicated, first for the Westgate Regional Irrigation Pump Station and then for the Greeley West Pump Station Replacement in order to meet the provided milestones below.
- CMAR Coordination Meetings: Consultant shall facilitate a half day administrative kick-off meeting after the CMAR Notice to Proceed is issued to review current project documents, issues, and project activities to date. Communication procedures, expectations, and project design preferences will also be discussed in the kick-off meeting. CMAR will be given instruction on developing a preliminary construction schedule and budget. Additional design participation by the Consultant may include:
 - Participation in coordination conference calls or meetings with the City and the CMAR to communicate progress and identify schedule, scope, and/or budgetary concerns (Consultant to propose frequency of meetings required).
- Value Engineering/Constructability/Schedule Review: Consultant shall participate in a half day value engineering/constructability/schedule review with CMAR, which the CMAR will present review findings and recommendations. Final recommendations will be summarized in a formal report prepared by the CMAR. The design team will then respond to CMAR questions and finally respond in a summary report. The value engineering/constructability/schedule reviews will be completed at the following milestones, which will be in place of the scheduled design progress meetings:
 - 30% design milestone
 - 60% design milestone submittal
 - 90% design milestone submittal
- Construction Cost Estimating: Consultant shall collaborate with CMAR to develop a project work breakdown structure to be used for cost estimating by both the design team and the CMAR.
- CMAR Guaranteed Maximum Price (GMP) shall be based on 90% design, which may also be referred to as the Issued For Pricing (IFP) set. Early work packages are anticipated as outlined below for early equipment procurement, which is anticipated to be based off 60% design.
- GMP (Guaranteed Maximum Price) Proposal Review: The GMP negotiations will involve the City, the CMAR, and the Consultant. Two separate negotiation sessions are assumed for the GMP. One will occur after the CMAR submits the draft GMP following the defined design milestones and then following the submittal of the revised GMPs by the CMAR, as needed.

- Schedule:
 - The Consultant and CMAR will create a schedule for design progress and delivery schedule. The proposed project milestones and dates that will be incorporated into contract delivery dates. Desired milestones are listed below based on budget availability and construction schedule:
 - 3/18/22 – 30% Design for Westgate Regional Irrigation Pump Station
 - 4/18/22 – 60% Design for Westgate Regional Irrigation Pump Station
 - 5/18/22 – 90% (IFP) Design for Westgate Regional Irrigation Pump Station

4. Task 4 – Construction Management Services

NOTE: For the purposes of this RFP, Consultant shall assume that only the new Westgate Irrigation Pump Station will be constructed. The City reserves the right to negotiate construction phase services for the Greeley West Pump Station Replacement project.

- Consultant shall assist City in preparing responses to RFIs. Assume up to ten (10) RFI's.
- Consultant shall assist City in preparing work change directives. Assume up to ten (10) work change directives.
- Consultant shall complete submittal review for all items identified in specifications. Assume up to thirty (30) submittals.
- Consultant shall participate (video or conference call) in weekly construction meetings for the duration of the construction phase.
- Consultant shall include up to ten (10) site trips for critical construction inspections such that Consultant has sufficient knowledge to complete Record Drawings with Contractor's and City's redlined drawings.
- Deliverables:
 - Construction documentation in electronic format including but not limited to RFIs, work change directives, and submittal reviews.
 - Record Drawings in AutoCAD and pdf formats.

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

NOTE: All additional tasks shall not be included in the base design cost.

- Structural design of cast in place wet wells in lieu of precast wet wells for each pump station.
- The Consultant may propose additional tasks that could provide added value and enhance the project for the City.

6. Bluebeam Studio:

- The Consultant must maintain a project Bluebeam Studio that contains all progress submittals.
- Bluebeam Studio shall be used for progress document review.

- The Consultant must provide access to the Bluebeam Studio to the City and CMAR. Each party accessing the project studio shall be responsible for obtaining and maintaining their own Bluebeam license.

A. Period of Award

The completion date of providing the required product and services shall be based on Consultant's proposed schedule and mutually agreed upon by project team.

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.

B. Minimum Mandatory Qualifications of Offeror

To be considered responsive, all proposals MUST at a minimum include the following information:

- Project Team with recent and relevant experience in Colorado for work of similar size, scope, and complexity.
- Project Manager with at least 10 years of experience in similar pump station design and construction. The Project Manager must show availability through completion of the project and be local – within 100 miles driving distance from the City of Greeley.

NOTE: The replacement of the Project Manager shall be approved by the City. This process shall include submitting the new Project Manager's resume with relevant experience and an optional interview with City Staff.

- References for previous work on similar projects with key project individual's roles described (minimum of three (3) similar projects within the last 10 years); including owner contact name, email, and telephone number.
- An ability to complete the project scope and tasks in a timely and acceptable manner.
- An understanding of the project and approach to accomplish project goals and objectives.

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 #FX21-11-185

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

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

D. Insurance: (Exhibit 3)

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

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

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

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

E. Modification or Withdrawal of Proposals:

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

F. Minor Informalities:

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors.

The Purchasing Manager may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the City.

G. Responsibility Determination:

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

H. Acceptance of RFP Terms:

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

I. Protested Solicitations and Awards:

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

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

J. Confidential/Proprietary Information:

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

K. Acceptance of Proposal Content:

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

L. RFP Cancellation:

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

M. Negotiation of Award:

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

N. Contract: (Exhibit 2)

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

O. RFP Response/Material Ownership:

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

P. Incurring Costs:

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

Q. Utilization of Award by Other Agencies:

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

R. Non-Discrimination:

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

S. News Releases:

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

T. Certification of Independent Price Determination:

1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:

- a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
 - c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
2. Each person signing the Request for Proposal form of this proposal certifies that:
- a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above; or
 - b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above.
3. A proposal will not be considered for award where (1.a), (1.c), or (2.) above has been deleted or modified. Where (1.b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.
4. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

U. Taxes:

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

V. Assignment and Delegation:

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

W. Availability of Funds:

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

X. Standard of Conduct:

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

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

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

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

Y. Damages for Breach of Contract:

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

Z. Other Statutes:

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

SECTION IV. PROPOSAL SUBMISSION

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

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

The Proposal must not exceed 20 total pages (with the front counting as one page, most or all 8½ x 11 inch with 1-inch or greater margins), excluding the transmittal letter, index or table of contents, front and back covers, title pages/separation tabs, and appendices. A maximum of 5 of the total pages may be 11 x 17-inch tri-fold format. Eleven-point font or larger must be used.

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB.

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

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

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

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

SECTION V. RESPONSE FORMAT

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

- A. Cover Letter.** Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).
- B. Use of Subcontractors/Partners.** There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.

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

D. Company Information

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

E. Evaluation Criterion #1 – Design Team Experience and Company Qualifications

1. Describe your customer service philosophy.
2. Demonstrate the firm has the necessary experience, organization, technical qualifications, and availability to ensure a successful project that meets the project goals outlined in the scope above.
3. Provide resumes for key personnel that will be committed to this project. Limit to three (3) pages in length and place in appendix. Include current workload in terms of other projects underway or anticipated to start during the term of the project and the estimated percentage of time that will be dedicated to this project. List and describe their role, title, project related experience including CMAR experience, and availability for contract duration.
4. List three (3) projects of similar size and scope that the key personnel have successfully completed within the last six (6) years. Include owner contact information, roles in the project, initial and actual design schedule, explanation related to delays, cost controls and any other information deemed pertinent. The City reserves the right to contact the references provided in the proposal as well as other references without prior notification to the Consultant.
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 schedule for the work. 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.
8. Describe how your company intends to keep consistency in staff throughout the project, including for construction support. Describe how your company handles the transition of key personnel if someone leaves and how you would maintain the project scope, schedule, and budget without interruption to the project. Any changes in the key personnel included in the RFP shall require written approval from the City.

Evaluation Criterion #2 – Project Approach

1. Describe your project approach, demonstrating an understanding of the project, goals and objectives, and project phasing.
2. Exhibit an understanding of all stakeholders that will have a vested interest in the project to ensure that project schedules will be maintained.

3. Show how the consultant will coordinate, collaborate and work with the project team.

Evaluation Criterion #3 - Schedule

1. Provide a schedule showing duration of the specific tasks outlined in the scope along with key milestones and completion dates. The schedule should identify critical path tasks related to the design of the project. Proposed schedule will be included in the final contract.
2. Demonstrate the ability to complete the scope of work to meet the required early work completion dates.

Evaluation Criterion #4 – Cost and Work Hours

1. Provide a cost for the consulting services and products broken down per task listed under the Scope of Services above. Include the proposed number of hours and rates for each personnel category. Show a breakdown of all reimbursable expenses required to complete the work. 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.

F. Proposal Acknowledgement: (Exhibit 1)

Include this form as provided in Exhibit 1.

SECTION VI. EVALUATION AND AWARD

A. Proposal Evaluation

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

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

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

1. Design Team Experience and Company Qualifications – 30 Points
2. Project Approach – 25 Points
3. Schedule – 30 Points
4. Cost and Work Hours – 15 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

Fax Number

City, State, Zip

Proposal Valid Until (at least for 90 days)

E-Mail Address

Website Address

Project Manager:

Name (Printed)

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Email Address

EXHIBIT 2
SAMPLE CONTRACT
CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
BID TITLE AND NUMBER

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

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

ARTICLE 1 - SERVICES

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

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

ARTICLE 2 - SCHEDULE

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

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

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

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

ARTICLE 7 – SUB-CONSULTANT

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

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

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Colorado State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to

their suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S tax exemption number in securing such materials.

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

A. The CONSULTANT shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Colorado. The CONSULTANT shall furnish Certificates of Insurance to the CITY prior to the commencement of operations. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without ten (10) days prior written notice to the CITY. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

C. The CONSULTANT shall maintain, during the life of this Contract, professional liability insurance (errors and omissions) in the amount of \$1,000,000 per occurrence to protect the CONSULTANT of claims for damages for negligent acts, errors or omissions in the performance of professional services under this Contract, whether such acts, errors or omissions be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of \$1,000,000 combined single limit bodily injury and \$50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations by the CONSULTANT or by any directly or indirectly employed by the CONSULTANT.

E. The CONSULTANT shall maintain, during the life of this Contract, adequate Workmen's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this Contract.

F. All insurance, other than Workmen's Compensation and Professional Liability, is to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured".

ARTICLE 11 - INDEMNIFICATION

The CONSULTANT shall indemnify and save harmless the CITY, its agents, servants, and employees from and against any and all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of the CONSULTANT, its agents, servants, subcontractors, suppliers or employees in the performance of services under this Contract. Such duty to indemnify and save harmless the CITY shall be for an amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT its agents, servants, subcontractors, suppliers or employees. If the CONSULTANT is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs, expenses, and attorneys' fees, is

limited to the amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT, or the CONSULTANT's agents, representatives, employees, servants, subcontractors, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Contractor and the City. The CONSULTANT's indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by the City's own negligence.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

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

ARTICLE 14 - COLORADO LAW

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

ARTICLE 15 - CONFLICT OF INTEREST

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

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

ARTICLE 16 - EXCUSABLE DELAYS

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

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

ARTICLE 17 - ARREARS

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

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 19 - INDEPENDENT CONSULTANT RELATIONSHIP

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

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

ARTICLE 20 - CONTINGENT FEES

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

ARTICLE 21 - ACCESS AND AUDITS

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

ARTICLE 22 - NONDISCRIMINATION

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

ARTICLE 23 - SURVIVAL

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

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 25 - ENFORCEMENT COSTS

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

ARTICLE 26 - AUTHORITY TO PRACTICE

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

ARTICLE 27 - SEVERABILITY

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

ARTICLE 28 - AMENDMENTS AND MODIFICATION

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

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

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

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

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

- A. By signing this Agreement, the CONSULTANT certifies that at the time of the Certification, it does not knowingly employ or contract with any Illegal alien who will perform work under this Contract.
- B. By signing this Agreement, the CONSULTANT certifies that it shall not knowingly employ or contract with any illegal aliens to perform work under this contract; nor enter into a contract with any sub-consultant that knowingly employs or contracts with an illegal alien to perform work under this contract.
- C. CONSULTANT has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify program or the Colorado Department of Labor and Employment Program.
- D. The CONSULTANT is prohibited from using the E-Verify program or the Department of Labor and Employment Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
- E. By signing this agreement the CONSULTANT affirmatively acknowledges that if the CONSULTANT obtains actual knowledge that a sub-consultant performing work under the public contract for services knowingly employs or contracts with an illegal alien, the CONSULTANT shall be required to:
 - (i) notify the sub-consultant and the contracting state agency or political subdivision within three days that the CONSULTANT has actual knowledge that the sub- consultant is employing or contracting with an illegal alien; and
 - (ii) terminate the subcontract with the sub-consultant if within three days of receiving the notice required pursuant to sub-subparagraph (i) of this subparagraph the sub-consultant does not stop employing or contracting with the illegal alien; except that the CONSULTANT shall not terminate the contract with the sub- consultant if during such three days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.
- F. The CONSULTANT shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment.

- G. The CONSULTANT shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this contract, affirm that the CONSULTANT has examined the legal work status of such employee, retained file copies of the Documents required by 8 U.S.C. § 1324(a) , and not altered or falsified the identification documents for such employees. The CONSULTANT shall provide a written notarized copy of the affirmation to the CITY.
- H. If CONSULTANT violates any provision of this Contract pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the CITY may terminate this Contract. If this Contract is so terminated, CONSULTANT shall be liable for actual and consequential damages to the CITY arising out of CONSULTANT'S violation of Subsection 8-17.5-102, C.R.S.
- I. By signing this Agreement, the CONSULTANT certifies that it shall in all respects comply with the provisions of C.R.S. § 8-17.5-101, et seq.

ARTICLE 30 - ELECTRONIC SIGNATURES

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.

ARTICLE 31 FORCE MAJEURE

To the extent that either party is not able to perform an obligation under this Agreement due to fire; flood; acts of God; severe weather conditions; strikes or labor disputes; war or other violence; acts of terrorism; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, or other cause beyond that Party's reasonable control, that Party may be excused from such performance so long as such Party provides the other Party with prompt written notice describing the condition and takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed.

ARTICLE 32 - NOTICE

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

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

and if sent to the CONSULTANT shall be mailed to:

Vendor Information
Ph:
Fax:
Email:

IN WITNESS WHEREOF, the parties have made and executed this Contract and have hereunto set his/her hand the day and year above written.

City of Greeley, Colorado

Vendor Name

Approved as to Substance

Interim Manager-Raymond C. Lee III

By

Reviewed as to Legal Form

Office of the City Attorney

Title

City Attorney-Doug Marek

Certification of Contract
Funds Availability

Director of Finance-John Karner

EXHIBIT 3 CERTIFICATE OF INSURANCE

ACORD	Client#: 12170	GRECI	CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YYYY) 05/14/2013														
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																		
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																		
PRODUCER ABC Insurance Company P. O. Box 1234 Anywhere, USA		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:																
INSURED Sample Certificate		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <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> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Financial Rating of A		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																	
INSURER A: Financial Rating of A																		
INSURER B:																		
INSURER C:																		
INSURER D:																		
INSURER E:																		
INSURER F:																		
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:																		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																		
POLICY	TYPE OF INSURANCE	POLICY NO.	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS													
	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"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrences) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000													
	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 (Ex accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$													
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$													
	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 STATUTORY LIMITS <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) 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 City of Greeley 1000 10th St Greeley, CO 80631-3808			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE															

© 1988-2009 ACORD CORPORATION. All rights reserved.

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

DSM

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 _____