



**CITY OF GREELEY
Purchasing**

**Request for Proposal
RFP #FA19-07-067**

**Closed Circuit Television (CCTV) Video Inspection of
Storm Water Collection System**

For

Public Works/Stormwater Management Division

REQUEST FOR PROPOSALS (RFP)
RFP #FA19-07-067

Procurement Contact: Adela Gain
Email Address: Adela.gain@greeleygov.com

Proposals must be received no later than:

August 14, 2019, before 3:00 p.m. local time

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

The City only accepts proposals in hard copy format and does NOT accept proposals submitted via fax or email. Proposals are to be submitted in a sealed package with the following on the outside of the envelope:

Company Name

RFP Title: CCTV Inspection of Storm Water Collection System

RFP Number: FA19-07-067

Due Date and Time: August 14, 2019, 3:00 pm MST

Package must include:

- Two (2) Complete Hard Copies and One (1) complete copy of Proposal on a flash drive

Deliver proposals to:

City of Greeley

Public Works Building

1001 9th Avenue

Greeley, CO 80631

Schedule of Events (subject to change)	All times are given in local Colorado time (MST)
RFP Issued	July 18, 2019
Mandatory or Optional Pre-Proposal Conference include date/time and location	No pre-proposal conference
Inquiry Deadline	August 6, 2019 by 12:00 pm
Final Addendum Issued	August 8, 2019
Proposal Due Date and Time	August 14, 2019 before 3:00 pm
Interviews (tentative)	August 21, 2019
Notice of Award (tentative)	August 28, 2019

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EXHIBITS

Exhibit	Title
1	Proposal Acknowledgement
2	Sample Contract
3	Insurance
4	Debarment Form
5	Bid Schedule
6	Map of Work
7	Fields for PACP Inspection and Grading
8	Fields for MACP Inspection and Grading
9	Traffic Control Plan Review Form and TCP's

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

The City of Greeley owns and maintains approximately 175 miles of stormwater pipe and associated structures. The age of the infrastructure varies from new to over 100 years old. In 2018 the City of Greeley adopted a new asset management program for stormwater infrastructure.

As of 2018, the City has adopted National Association of Sewer Service Companies 7.0.3 (NASSCO) standards for inspections, including Pipeline Assessment Certification Program (PACP) and Manhole Assessment Certification Program (MACP) standards.

B. Overview

The work will involve inspection and condition assessment rating using NASSCO 7 PACP and MACP standards for the City's existing stormwater system, including storm mains, laterals, culverts, and manholes.

C. Goals

The city's goal is to create and maintain a valuable asset management program to assist in planning, rehabilitation and capital projects.

SECTION II. STATEMENT OF WORK

A. Scope of Services

The work will involve inspection and condition assessment rating using NASSCO 7 PACP and MACP Modified Level 2 standards for the City's existing stormwater system, including pipes, culverts, and manholes. Pipe sizes range from 6 to 48 inch diameter. Work is requested up to approximately 40,400 linear feet of pipe inspection and assessment and 130 manhole inspection and assessments as shown in Exhibit 5, the Bid Schedule, and Exhibit 6, Map of Work. The work will also involve providing traffic control for these inspections conforming to the Federal Highway Administration (FHWA) "Manual of Uniform Traffic Control Devices for Streets and Highways" and all applicable state and local regulations. The City of Greeley will provide GIS site asset maps of the assets to be inspected. The City of Greeley will coordinate with the Vendor to use City equipment and staff to perform asset cleaning prior to inspection work. Additional assets city-wide may be added or subtracted based on Vendor proposals and/or City budget.

A.1 GENERAL

1. The City of Greeley is hereby referred to as the City.
2. The assets are located in various areas throughout the City and will vary by length and diameter; see Exhibit 6.

3. Pipes may be accessed via manholes, inlets, or end treatments (pipe ends). Pipes between inlets (catch basins) and manholes or other assets are considered separate inspections and are not considered lateral launches.
4. To reduce mobilization, the Vendor shall perform as many inspections from each individual access structure as possible. This shall include pipe and manhole inspections.
5. Distance units shall be in US Survey Feet. Diameters, heights, widths, depths, and inverts shall be measured in US Inches.
6. The Vendor shall furnish and maintain all labor, components, materials, tools, and appurtenances necessary for the performance and completion of the contract.
7. In case of Vendor damage to any utility or property, immediately stop work and report the damage to 911 if necessary and the City's Project Manager. The Vendor shall be responsible for any repairs.
8. The City reserves the right to stop the work when, in the Project Manager's judgment, the Vendor's work or activities are threatening the health and safety of the public or endangering the environment or endangering the waters of the state. Work shall not proceed until a satisfactory resolution is determined in the sole and unfettered opinion of the City.
9. The Vendor, or any contracted parties, shall not perform any work not specifically identified in the work schedule unless approved by the City.
10. The Vendor shall provide a mobile telephone number of field crew/s to the City for emergency communication purposes.
11. The City reserves the right to delay or stop the performance of any or all work in this contract due to inclement weather conditions.
12. It shall be the responsibility of the Vendor to make timely email requests of the City for supplemental information as required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be within ample time to permit appropriate action to be taken by all parties involved to avoid delay of work.
13. Working hours are Monday – Friday 7 am to 6 pm unless otherwise notified by the City. Any traffic control setup would begin at 7 am, for example, and operations taken completely down by 6 pm.
14. The Vendor shall keep the work area in an uncluttered condition and shall remove all debris and leave each area in a condition similar to the condition before any work was performed. Any camera equipment cleaning must use potable water and be directed down the storm

structure by which it was accessed. It shall be the Vendor's responsibility to remove any materials and equipment that may become lodged in the assets due to inspection work.

15. Work not in accordance with this RFP may be rejected for payment and the Vendor may be required to re-perform the work.

A.2 MEETINGS

1. Following award of the contract and before starting any work, parties shall meet with the City for a pre-work meeting at City offices. The City will notify the Vendor of the date, time, and location of the meeting.
 - a. Attendance:
 - i. City's Project Manager (PM), City's PM Manager, City's Pipe Cleaning Crew Manager, Vendor's Project Manager and Field Crew Leader, Traffic Control Field Crew Leader/s, Others, as appropriate
 - b. Agenda:
 - i. Introductions
 1. Contact information for all crews
 - ii. Project Coordination
 1. Projected work schedule
 2. Designation of Responsible Personnel
 3. Pipe cleaning, access, and inspection scheduling
 4. Traffic Control and submit Traffic Control Plan Review Form
 5. Progress meeting schedule
 - iii. Procedures and processing of
 1. Pipe re-cleaning
 2. Field decisions (unexpected and expected)
 3. Requests for information
 4. Deliverables
 5. Change orders
 6. Invoices and payment/s
 - iv. Address any questions or any other items as needed
2. The City will hold progress and coordination meetings at predetermined intervals, or as determined necessary by the City, at City offices. Meetings will include, at minimum:
 - a. Submission of deliverables. The Vendor, at no additional cost, will facilitate transfer of large files through a file sharing service such as FTP site or by portable hard drives as part of the work.
 - b. Punch List, if needed. This list will detail any items requiring correction, repair, or improvements in order to be accepted. The Vendor will address these items within seven (7) business days or as specified by the City. Failure to complete punch list items will

result in a stop work notice and delay of payment until completed to the satisfaction of the City.

- c. Review of the status of pay estimates or invoices
- d. Issue project worksheets, as necessary
- e. Any other items as needed

A.3 SAFETY & TRAFFIC CONTROL

1. The Vendor shall comply with all federal, state, and local regulations and all applicable OSHA confined space entry requirements. The Vendor shall perform all work in the safest possible manner.
2. The City of Greeley requires a permit for traffic control. The Traffic Control Plan Review Form is attached as Exhibit 9 and shall be submitted and approved by the City prior to work commencement. The review period is generally two weeks.
3. The Vendor shall not begin work until standard barricades and warning signs are in an acceptable position, and the markers and signs conform to the Federal Highway Administration (FHWA) "Manual of Uniform Traffic Control Devices for Streets and Highways" and all applicable state and local requirements. The Vendor assumes all responsibilities and liabilities regarding strict adherence to applicable sections for the maintenance of traffic and public safety as set forth in the FHWA "Manual of Uniform Traffic Control Devices for Streets and Highways". All traffic control devices must be in place prior to starting work.
4. The Vendor shall maintain local traffic at all times during all phases of this project in a manner causing the least amount of inconvenience to the abutting property owner. The portion of pavement not affected by the work shall remain clear of all material and equipment. If at any time traffic has to be blocked (emergencies only), the Vendor shall notify the City's Project Manager immediately.
5. The Vendor shall hold harmless the City and all its representation from all suits, actions, of claims of any character, brought on account of any injuries or damages sustained by any person or persons or property in the performance of this contract.

A.4 EXECUTION

Pipe:

1. CCTV inspection work must be completed by certified National Association of Sewer Service Companies (NASSCO) 7 Pipeline Assessment and Certification Program (PACP) trained operator(s) using established PACP coding and observations in digital format. Coding and observation results shall be recorded and presented on a per asset basis, access structure to access structure in pipes per Exhibit 7. A pipe asset is defined as one continuous pipe from the

upstream access structure to the next immediate downstream access structure. Footage in pipes shall be recorded with the starting and ending points being the invert of the pipe in and out of the access structure.

2. The Vendor shall use a camera compatible with PACP 7 inspection using color pan, tilt and zoom, for storm inspection using 700 line minimum resolution. Adequate and appropriate lighting for the camera shall provide a clear picture of the entire periphery of the existing pipe or access structure up to four feet as well as not impede visual inspection of the asset. The pan, tilt, zoom camera shall pause, pan, and visually inspect all connections, pipe ends or entire access structure, and any defects.
3. CCTV inspections will be conducted entirely in digital format. The entire inspection survey shall be recorded in current .mp4 (preferably in H264 format), or similar mpeg or wmv format. No other file format will be accepted unless approved by the City.
4. The City may choose to include lateral launch inspections. A separate line item has been added to the Bid Schedule for this option. In the case that lateral launches are not deemed necessary, each inspection shall stop at each connecting pipe, note the distance along the inspection at which each are encountered, pan to show the pipe connection, and if possible zoom up the connecting pipe as far as is effective.
5. The assets will be in service with potential flow present during inspections. The len/s shall remain clean and clear for the duration of the CCTV inspection. Should the len/s become soiled, or fogged, or otherwise impaired to any degree that impedes the ability to clearly see the condition of the pipe, the inspection shall be paused to clean and clear the lens. No additional compensation will be made for re-inspections required by the City due to soiled, fogged, or otherwise impaired camera lenses or equipment.
6. If a blockage cannot be removed and hampers the televising of the asset in one direction, then the Vendor shall attempt to complete the pipe segment by televising from the other end to complete the segment. The Vendor must immediately report any obstructions to the City's Project Manager, and if re-cleaning is necessary, will be scheduled by the City.
7. If observed defects are believed to be such that further cleaning operations may compromise the structural integrity and/or cause the pipe to become unusable, the Vendor must provide written communication to the City's Project Manager of the observed condition(s) and reason to believe that continued cleaning operations may cause substantial damage.

Manholes:

1. CCTV inspection work must be completed by certified National Association of Sewer Service Companies (NASSCO) 7 Manhole Assessment and Certification (MACP) trained operator(s) using established MACP coding and observations in digital format using a Modified Level 2 as defined in Exhibit 8. Coding and observation results shall be recorded and presented on a per

asset basis from the plane of the structure surface access to the invert of the structure and 360 degrees within the entire structure.

2. The Vendor shall use a camera compatible with MACP 7 inspection using 4,000 lines, 288 MP/scan, or similar resolution, complete 360 perspective, and point cloud collection. Adequate and appropriate lighting for the camera shall provide a clear picture of the entire periphery of the existing structure as well as not impede visual inspection of the asset. The inspection shall define the physical dimensions, structural condition, defects, and any visible blockages of each asset.
3. CCTV inspections will be conducted entirely in digital format. The entire inspection survey shall be recorded in current MPEG or wmv format. No other file format will be accepted unless approved by the City.
4. Provide one clear still photo showing entire manhole cover and at least 6 feet diameter approach to manhole cover taken facing the structure toward compass north. File name shall be in this format: 2019_[Structure ID].jpg (Example: 2019_05-MH-0224). Provide a still photo for any unusual conditions or defects in the same naming convention but adding a reference to the inspection form (Example: 2019_05-MH-0224_[Img Ref].jpg)
5. The assets will be in service with potential flow present during inspections. The len/s shall remain clean and clear for the duration of the CCTV inspection. Should the len/s become soiled, or fogged, or otherwise impaired to any degree that impedes the ability to clearly see the condition of the pipe, the inspection shall be paused to clean and clear the lens. No additional compensation will be made for re-inspections required by the City due to soiled, fogged, or otherwise impaired camera lenses or equipment.

A.5 DELIVERABLES

1. Submittals shall be due based on the schedule and delivery method agreed upon at the pre-work meeting. Submittals shall be approved for acceptance by the City Project manager prior to payment.
2. The Vendor shall label each submittal indicating what work is completed using Structure ID's of the assets. Organize data in folders with readily identifiable naming to allow simplified browsing and identification of specific work products.
3. Any submittals identified as being in error shall be re-performed and corrected at the Vendor's expense prior to payment for the work.
4. Pipe inspection deliverables shall be:
 - a. Video in .mpg4, .mp4, or similar
 - b. PACP Report per Exhibit 7

- c. Exported PACP 7 database
 - d. Condition grading calculation sheet, per NASSCO Appendix C example
 - e. Still photos per A.4 Execution
 - f. Worksheet of completed work referencing upstream and downstream Structure ID's
5. Manhole inspection deliverables shall be
- a. Video or image file shall be in .mpg4, .ipf, or similar
 - b. Interactive unfolded view of entire asset
 - c. Geometric point cloud
 - d. MACP Report per Exhibit 8
 - e. Exported MACP 7 database
 - f. Condition grading calculation sheet, per NASSCO Appendix C example
 - g. Still photos per A.4 Execution
 - h. Worksheet of completed work referencing Structure ID's

A.7 PAYMENT

1. Any invoice for work that is not complete and approved by the City's Project Manager will not be accepted by the City.
2. The following items of work will not be measured for payment but the cost thereof will be considered as incidental to the contract, and included with the lines items listed in the Bid Schedule, Exhibit 5:
 - a. Data entry, computerized equipment, software, and hardware to submit the required electronic submittals, including the DVDs, records, and logs
 - b. Completion and submittal of all forms necessary to complete the work
 - c. Equipment cleaning or repair
 - d. Removal and disposal of any trash or debris
 - e. Equipment and supplies used to show sewer pipe and manhole defects
 - f. Demobilization and mobilization because of suspension of work
 - g. Mobilization between assets
 - h. Updates to the schedule as required by the City

B. Period of Award

The completion date of providing the final products and services shall be on or before December 6th, 2019.

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 Vendor

C1. The successful Vendor must have a supervisor or project manager with minimum two (2) years of experience using NASSCO PACP and MACP inspection and coding.

C2. The Vendor shall have completed at least three (3) contracts of similar scope, preferably on storm infrastructure.

C3. The Vendor shall be able to provide references from at least three (3) separate contracts of similar scope, preferably on storm infrastructure.

C4. The Vendor shall be able to meet NASSCO Requirements:

1. Indicate NASSCO certification numbers of operators on all inspections;
2. Pipe and manhole inspection camera software shall be NASSCO PACP 7 certified;
3. Inspections and ratings (video and data, such as photographs, collected) will be conducted entirely in electronic or digital format following NASSCO 7 requirements.

C5. The successful Vendor must meet all qualifications for the duration of the contract.

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. Vendors 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 Vendors 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 Vendors to carefully and regularly monitor the Rocky Mountain Bid System for any such postings.

C. Inquiries:

Prospective Vendors 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: Adela.gain@greeleygov.com
Subject Line: RFP #FA19-07-067

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

Should any interested Vendor, 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 4)

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 Vendor 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 Vendor 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 Vendor responsibility at any time in this RFP process and may not make a responsibility determination for every Vendor.

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 Vendor shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the Vendor of all terms and conditions as set forth herein. An Vendor 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, Vendor 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 Vendor. The Purchasing Contact will make no attempt to cure any information that is found to be at a variance with this procedure. The Vendor 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 Vendor to perform in accordance with these obligations may result in cancellation of the award and such Vendor 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 Vendor 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 Vendor 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 Vendor, 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 Vendor 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 Vendor 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 Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly to any other Vendor or to any competitor; and
 - c) No attempt has been made or will be made by the Vendor 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 Vendor'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 Vendor'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 Vendor 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.

Vendors shall submit in a sealed package:

- Two (2) Complete Hard Copies and One (1) complete copy of Proposal on a flash drive

To facilitate the evaluation, Vendor 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 Vendor to ensure that the proposal is received at the City of Greeley's Purchasing Division on or before the proposal due date and time.

The outside of the package will include the following information:

- Company Name
- RFP Title: **Closed Circuit Television (CCTV) Video Inspection of Storm Water Collection System**
- RFP Number: FA19-07-067
- Due Date and Time: August 14, 2019, 3:00 pm MST

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. This can be included with the requirements listed in Evaluation Criteria #1, see this Section, E. 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.
 5. State if you can begin providing services immediately upon award.
- E. Evaluation Criterion #1 – Qualifications and Experience**
1. Briefly describe your customer service philosophy.
 1. The successful Vendor must have a supervisor or project manager with minimum two (2) years of experience using NASSCO PACP and MACP inspection and coding.

2. The Vendor shall be able to meet NASSCO Requirements:
 - a. Indicate NASSCO certification numbers of operators on all inspections;
 - b. Pipe and manhole inspection camera software shall be NASSCO PACP 7 certified; state name of software being used and if it is NASSCO 7 compliant and that inspections and ratings (video and data, such as photographs, collected) will be conducted entirely in electronic or digital format following NASSCO 7 requirements.
3. The Vendor shall have completed at least three (3) contracts of similar scope, preferably on storm infrastructure. The Vendor shall be able to provide references from at least three (3) separate contracts of similar scope, preferably on storm infrastructure. Provide information from at least three (3) completed contracts of similar scope. Include, at a minimum, the following information: 1) client name, 2) contact name of person authorized to accept final products, 3) phone number, 4) fax number, 5) email address, 6) brief description of project location, size, scope and value as it relates to this proposal, 7) start and completion dates. The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
4. List the number of people, and their roles, that you can commit to working on this project and the amount of time each is expected to spend on the project.
5. Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.
6. 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.
7. The successful Vendor must meet all qualifications for the duration of the contract.
8. Any other pertinent information for consideration.

Evaluation Criterion #2 – Example Work Products

1. The Vendor shall submit an example of prior CCTV inspection work that meets the requirements in this RFP. This example shall include a completed CCTV inspection with a PACP database for a pipe segment and also a MACP Level 1 or 2 database for a manhole. This example shall be submitted on the proposal submittal flash drive.

Evaluation Criterion #3 – Equipment

1. Provide a detailed list, specifications (including resolution, lighting, etc.), description and age of all proposed camera equipment to be used on the project and Vendor's experience with the equipment.
2. Provide a detailed description and the specifications of all proposed software and hardware to be used on the project and Vendor's experience with the software.
3. For all equipment, identify whether the equipment is owned by the Vendor, will be leased or rented to complete the work, or will be acquired through a sub-contract agreement. State the backup plan and timing for any equipment failure during the project.

Evaluation Criterion #4 – Approach to Scope of Work

1. Provide a detailed work plan and schedule of activities including specific working hour timeframes.

2. Provide a data collection, management, and deliverable plan describing specific data to be collected along with specific tools, software, hardware and methods, data storage and delivery, and quality assurance and quality control. Specifically how field, data, and final product issues would be monitored and resolved, work checked and cross-referenced and coordination ensured to be complete, accurate, and coordinated with subcontractors or the City.
3. Describe the methods and timeline of communication your firm will use with the City's Project Manager, other involved City staff, and any other interested parties.
4. Provide a traffic control plan. The City will be responsible for any CDOT permits needed.
5. Provide a health and safety plan.

Evaluation Criterion #5 - Value/Cost of Efforts

1. Provide a cost for the consulting services and products broken down per task listed in the Bid Schedule in Exhibit 5. 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.
2. Provide a proposed invoicing schedule.
3. Describe any project approaches (NASSCO 7 or other standards you may suggest) or ideas that you would apply to this project and that you feel would enhance the quality of your services or provide equal quality work at a more effective cost.

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 Vendors, committee members may revise their initial scores based upon additional information and clarification received in this phase. If your company is invited to give a presentation to the committee, these dates may not be flexible.

In preparing responses, Vendors 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 Vendor for this contract. Following is the evaluation criteria that will be used. Criteria will be assigned a points value to total 100 points.

1. Qualifications and Experience, 30 Points
2. Example Work Products, 10 Points
3. Equipment, 10 Points
3. Approach to Scope of Work, 20 Points
4. Value/Cost of Efforts, 30 Points

A presentation and/or demonstration may be requested by short-listed Vendors 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 Vendor

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

The City of Greeley's Municipal Code defines a "Responsible Vendor" 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 Vendor's responsibility. If the Vendor fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the Vendor 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 Vendor 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, 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, sub-consultant, 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, sub-consultants, 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, sub-consultants, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Consultant 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 - 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
Christina Jan, Stormwater Asset Manager
1001 9th Ave
Greeley, CO 80631
Ph: 970-336-4127
Fax: 970-336-4019
Email: christina.jan@greeleygov.com

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

City Manager-Roy Otto

By

Reviewed as to Legal Form

Title

OFFICE OF THE CITY ATTORNEY

By: _____
City Attorney-Doug Marek

Certification of Contract
Funds Availability

Director of Finance-Renee Wheeler

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2013

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

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

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

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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

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 _____