

# CITY OF GREELEY Purchasing

Request for Proposal RFP #F24-12-105

# TWO MILLION GALLON CLEARWELL ENGINEERING DESIGN SERVICES

for

WATER AND SEWER
BELLVUE WATER TREATMENT PLANT

### REQUEST FOR PROPOSAL (RFP) RFP #F24-12-105

Procurement Contact: Dan Nelson

Email Address: Purchasing@greeleygov.com

Telephone Number: 970-336-4141

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

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

#### ONLY ELECTRONIC RFP RESPONSES WILL BE ACCEPTED.

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

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

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

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

Schedule of Events (subject to change)	All times are MST				
RFP Issued	December 6, 2024				
Optional Pre-Proposal Conference	December 13, 2024				
	11:00am-12:00pm (Mountain)				
	405 Filter Plant Rd				
	Bellvue, CO				
Inquiry Deadline	January 3, 2025 at 2:00pm				
Final Addendum Issued	January 9, 2025				
Proposal Due Date	January 15, 2025 at 2:00pm				
Interviews (tentative)	TBD				
Notice of Award (tentative)	TBD				

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1	Proposal Acknowledgement
2	Sample Contract
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4	Debarment Form

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

#### SECTION I. BACKGROUND, OVERVIEW, AND GOALS

# A. Background

The City of Greeley is a home rule municipality with a council-manager form of government and is the county seat and the most populous municipality of Weld County, Colorado. Greeley is in northern Colorado and is situated 52 miles north-northeast of the Colorado State Capitol in Denver. According to the U.S. Census Bureau, the population of the city is roughly 113,000 which makes it the 12th-most populous city in Colorado. The City has an annual budget of ~\$490M with a fiscal year that starts Jan 1<sup>st</sup>, and employees over 1100 employees. Greeley is a major city of the Front Range Urban Corridor and home to the University of Northern Colorado which is a public baccalaureate and graduate research university with approximately 12,000 students and six colleges as well as Aims Community College, which has served the community since 1967.

#### B. Overview

The City of Greeley (the City) is soliciting proposals from experienced and qualified engineering firms to complete preliminary design of a two-million gallon clearwell (MG) at the Bellvue Water Treatment Plant (WTP). The Bellvue WTP operates year-round and carries the City's base demand for water. The Bellvue WTP increased its potential treatment capacity by installing an additional treatment train, Treatment Building 1 (TB1). In order to obtain Colorado Department of Health and Environment (CDPHE) permit approval for the full treatment capacity, an additional two-million gallon clearwell is needed. This will minimize the fluctuations in the volume of water stored in the clearwell when performing backwashes sequentially. When TB1 was designed, a second clearwell was planned to be adjacent to the existing two-million gallon clearwell. The new clearwell design may mirror the existing clearwell or an alternative design may be proposed.

Additionally, the City is working to optimize water quality to improve corrosion control in the transmission and distribution system. At the discretion of the City, the consultant may design for soda ash and carbon dioxide systems or equivalent processes. The chemicals will be injected into the inlet box of the clearwell. This will give the City the ability to better control alkalinity and pH of the finished water before it leaves the plant.

# C. Goals

The goal of this project is to design and construct the best value clearwell to obtain CDPHE permit approval for the full treatment capacity of the Bellvue WTP. This will be achieved by evaluating clearwell construction alternatives for performance and cost. In addition, it is the goal of the City to optimize water quality, which may be achieved through the addition of chemicals to control the alkalinity and pH of the finished water. This Request for Proposals is for the preliminary evaluation and design of the clearwell with optional tasks for final design or pre-cast tank design support, and chemical addition systems.

#### SECTION II. STATEMENT OF WORK

#### A. Scope of Services

The City of Greeley is requesting proposals for permitting and preliminary engineering design services of a 2MG clearwell at the Bellvue Water Treatment Plant. The original clearwell and Treatment Building 1 (TB1) were built with the intention of constructing a second clearwell designed to sit adjacent to the existing clearwell. This will provide for efficient chemical dosage, control, and flow splitting. It was envisioned that the two clearwells will share a common center wall. The current proposed location is depicted in Figure 1 below. This is believed to be the best location to meet current and future site constraints, however, alternative locations will be considered by the City if proposed. The Scope of Services shall be as outlined below:



Figure 1: Proposed location for second clearwell

# 1. Preliminary Evaluation

#### a. Clearwell Location

Clearwell location evaluation, including hydraulics and ability to construct adjacent to the existing clearwell using a common wall. Current planned location is shown in Figure 1. Full hydraulic modeling is not expected, hydraulic profiles completed with construction of TB1 can be utilized for this task.

#### b. Tank evaluation and recommendation

Consultant shall complete an engineering evaluation and cost of construction for tank styles. The Consultant shall provide a recommendation of the tank that provides the best value for the City. At a minimum, the tank style evaluation shall include D110, D115, and cast-in-place tanks. Evaluation criteria shall be determined as a team at the start of the evaluation process. It is anticipated that, at a minimum, cost and performance, will be included in the evaluation process.

# c. Existing gate condition

Evaluation of condition of existing gates and inclusion of replacement, as needed, in the design.

# 2. Design

Based on the results of the tank style evaluation and recommendation. The Consultant shall either provide design support (a) or final design (b) as outlined below:

#### a. Tank manufacturer design support

Manufacturer tank design tasks include, but are not limited to:

Preparation of a Request for Proposal (RFP) for the design and construction of the selected tank style. This includes, but is not limited to, any preliminary design and specifications required to select a tank manufacturer.

- Support and facilitation of the design process. This includes, but is not limited to, providing site civil and geotechnical design.
- Yard pipe design, as needed, to connect the influent and effluent to the existing plant process.
- Design effluent gate replacement/reconfiguration, as needed, for asset condition and future maintainability.
- Evaluation and design, as needed, of the best location for sampling pump(s)currently located in the existing clearwell influent box.

#### b. Cast-in-place tank design

Cast-in-place tank design tasks include, but are not limited to:

- ➤ Develop 30%, 60%, 90%, and 100% design documents. Design must include process, mechanical, electrical, instrumentation, controls, structural, site civil, landscaping, and any other disciplines required to construct and operate the clearwell.
- Yard pipe design, as needed, to connect the influent and effluent to the existing plant process.
- Design effluent gate replacement/reconfiguration, as needed, for asset condition and future maintainability.
- > Evaluation and design, as needed, of the best location for sampling pump(s) currently located in the existing clearwell influent box.

#### 3. Additional tasks to be added at the City's discretion:

# a. Chemical Storage and Injection

The Consultant will collaborate with the City and water quality optimization team to design a soda ash and carbon dioxide storage and injection systems or equivalent systems. The chemicals will be injected into the clearwell influent box to optimize the alkalinity and pH of the finished water for corrosion control. Soda ash is currently used at the WTP but a new silo will be needed for injection into the clearwell influent box. Carbon dioxide is not currently used at the site. The Consultant shall work with City staff to determine the best location for chemical storage and systems. The Consultant shall be responsible for designing all components needed to use these chemicals. The Consultant shall also be responsible for any permitting that may be required for implanting these chemical systems. The City will pay for all permitting fees.

# b. Engineering Services During Construction (ESDC)

The City may award the selected Consultant the ESDC contract after design is completed. The ESDC scope of work will be determined based on the selected tank type and specific chemical systems plans for construction.

# c. Additional proposed tasks

The Consultant may propose additional tasks that could provide added value and enhance the project for the City. Any additional tasks identified by the Consultant shall not be included in the base design cost.

All deliverables shall conform with Colorado's accessibility law HB21-1110. Deliverables shall be provided both as PDF and in their native formats. If any drawings are produced, they must be provided to the City in AutoCAD format. Excel, Powerpoint, Word, modeling, etc. files shall be provided in their native formats. Delivery methods are specified below:

- Meeting minutes and Materials: all meeting minutes and materials presented shall be provided by the Consultant in electronic format.
- Technical Memos: any technical memos produced shall be provided in electronic format.
- > Drawings: Any drawings produced shall be provided to the City in both hard copy and electronic format. Four (4) hard copies of the drawings shall be provided at each milestone for review.

#### B. 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 the 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.

# C. Minimum Mandatory Qualifications of Offeror

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

- References for a minimum of three (3) similar projects completed by key project members of the project team within the last ten (10) years. At least one project must have been located in Colorado. Describe key project member's roles on the project. In the description, include owner, owner contact name, email, and telephone number. The City reserves the right to contact the project owner without prior notice to the Consultant.
- 2. Information for the project manager (PM). The PM must have at least ten (10) years of relevant experience, including having worked on clearwell or tank design, and must have a minimum of five (5) years of project management experience. The PM must show availability through completion of the project, including construction, and must be located within 100 miles of the City of Greeley.

#### SECTION III. ADMINISTRATIVE INFORMATION

# A. Issuing Office

The City's contact name listed herein is to be the sole point of contact concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.

#### B. Official Means of Communication

All official communication from the City to offerors will be via postings on an electronic solicitation notification system, the Rocky Mountain Bid System (www.rockymountainbidsystem.com). The Purchasing Contact will post notices that will include, but not be limited to, proposal document, addenda, award announcement, etc. It is incumbent upon offerors to carefully and regularly monitor the Rocky Mountain Bid System for any such postings.

# C. Inquiries

Prospective offerors may make written inquiries by e-mail before the written inquiry deadline concerning this RFP to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFP (be sure to reference RFP number) should be referred to:

E-Mail: Purchasing@greeleygov.com

Subject Line: RFP #F24-12-105

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

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

#### D. Insurance

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

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

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

Awarded offeror must present the City with proof of PROFESSIONAL LIABILITY COVERAGE with a minimum limit of \$1,000,000. (this is required for professional design service type RFP's and will be removed on other professional type RFP's)

# E. Modification or Withdrawal of Proposals

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

# F. Minor Informalities

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

#### G. Responsibility Determination

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

# H. Acceptance of RFP Terms

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

#### I. Protested Solicitations and Awards

Right to protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract must protest in writing to the City Manager as a prerequisite to seeking judicial relief. Protestors are urged to seek informal resolution of their complaints initially with the Purchasing Manager.

A protest shall be submitted within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protests prior to bid opening or the closing date for proposals.

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

# J. Confidential/Proprietary Information

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

#### K. Acceptance of Proposal Content

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

#### L. RFP Cancellation

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

#### M. Negotiation of Award

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

#### N. Contract

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

#### 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:

- 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

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

#### SECTION IV. PROPOSAL SUBMISSION

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

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

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

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

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

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

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

#### **SECTION V. RESPONSE FORMAT**

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

#### A. Cover Letter

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

# B. Use of Subcontractors/Partners

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

# C. 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.

#### E. Evaluation Criteria

#### **Evaluation Criterion #1 - Company and Personnel 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 information from at least three projects of similar scope that has been completed by key project members. Include, at a minimum, the following information:
  - 1) Company Name, 2) Contact Name, 3) Phone Number, 4) Email Address, 5) Brief description of project scope and vale, 6) Status of project.
  - The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
- 4. Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager. Resumes must be limited to two (2) pages and may be included as an appendix.
- 5. Demonstrate that the project manager meets all experience requirements and has relevant project experiences of similar size and scope.
- 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. Describe the methods and timeline of communication your firm will use with the City's project manager, other involved City staff, and other interested parties.

#### **Evaluation Criterion #2 – Approach to Scope of Work**

- Describe any project approaches or ideas that you would apply to this project and that you feel would enhance the quality of your services. Demonstrate understanding of the project goals and objectives, identifying the work components critical to the Project's success; and how these components would be achieved.
- 2. Describe how the team will approach preliminary selection of tank type. Include your understanding on what it means to evaluate the best value tank style and your approach to the evaluation.
- 3. Describe how the team will handle quality control, specifically how design issues would be monitored and resolved, plans checked and cross-referenced and bid documents ensured to be complete, accurate, and coordinated with subcontractors.

#### **Evaluation Criterion #3 - Schedule**

Provide a specific schedule for the work. Include the duration of the tasks described above and show
milestones and completion dates on the schedule. The schedule should identify any critical path
tasks, including permitting, related to the design of the project. Proposed schedule will be included
in the final contract.

#### **Evaluation Criterion #4 – Cost and Work Hours**

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 subconsultant's costs must be shown as separate items. Provide hourly rates for your firm and all subconsultants. These rates will be considered valid throughout the project.

#### Evaluation Criterion #5 - Company and Resources Accessible Near Greeley

- 1. Describe the location of your office:
  - a. Office location within Greeley City limits 10 points
  - b. Office location outside of Greeley City limits 5 points

# F. Proposal Acknowledgement

Include this form as provided in Exhibit 1.

#### G. Certificate of Insurance

A sample Certificate of Insurance is provided in Exhibit 3.

#### H. Debarment Form

Include this form as provided in Exhibit 4.

#### SECTION VI. EVALUATION AND AWARD

#### A. Proposal Evaluation

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

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

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

#### Evaluation Criteria:

1.	Company and Personnel Qualifications:	25 Points
2.	Approach to Scope of Work:	30 Points
3.	Schedule:	15 Points
4.	Cost and Work Hours:	20 Points
5.	Company and Resources Accessible Near Greeley:	10 Points

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

# B. Determination of Responsibility of the Offeror

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

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

# **COOPERATIVE PURCHASING STATEMENT**

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

# EXHIBIT 1 PROPOSAL ACKNOWLEDGEMENT

The offeror hereby acknowledges receipt of addenda numbers through . Falsifying this information is cause to deem your proposal nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences. By signing below, you agree to all terms & conditions in this RFP. Original Signature by Authorized Officer/Agent Type or printed name of person signing Company Name Title Phone Number Vendor Mailing Address Website Address City, State, Zip Proposal Valid Until (at least for 90 days) E-Mail Address **Project Manager:** Name (Printed) Phone Number Vendor Mailing Address **Email Address** 

City, State, Zip

# EXHIBIT 2 SAMPLE CONTRACT

(Incorporated by Reference)

# **EXHIBIT 3** SAMPLE CERTIFICATE OF INSURANCE

Client#: 12170

DSM

ACORD. CERT	IFIC	ATE OF L	IABII	LITY II	NSUR	ANCE	-	woonnn 4/2013	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.  IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (les) must be endorsed. If SUBROGATION IS WAIVED, subject to									
the terms and conditions of the policy, certificate holder in lieu of such endors	certain p	policies may require a	in endorsen	nent. A state					
PRODUCER			NA ME	CT					
ABC Insurance Company			PHONE (A/C, No	PHONE (A/C, No, Ext): (A/C, No):					
P. O. Box 1234			AD DRE	E-MAL AD DRESS:					
Anywhere, USA			CUSTO	MERID #:					
						AFFORDING COVERAGE		NAIC #	
Sample Certificate			INSURER A: Financial Rating of A						
			INSURE						
			INSURE					<del>                                     </del>	
			INSURE						
			INSURE						
COVERAGES CER	TIFICATE	E NUMBER:				REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF			E BEEN ISSU	ED TO THE IN				)	
INDICATED. NOTWITHSTANDING ANY REQU									
EXCLUSIONS AND CONDITIONS OF SUCH P						S SUBJECT TO ALL THE	: TERMS,		
INSR LTR TYPE OF INSURANCE	NSR WYD				MWDDTTTT		MITS		
GENERAL LIABILITY	NSR WYD	POLETNOMBER		MMIDDAYYY	IMM/DD/TTTT	EACH OCCURRENCE	_	0.000	
X COMMERCIAL GENERAL LIABILITY	1					DAMAGE TO RENTED	-400		
CLAMS-MADE X OCCUR	1					PREMISES (Ea occurrence) MED EXP (Any one person)			
CAMPANDE A COOK	1					PERSONAL & ADVINJURY		0,000	
	1					GENERAL AGGREGATE		0.000	
GENLAGGREGATE LIMIT APPLIES PER:	1					PRODUCTS - COMPYOP AC	0.00		
POLICY PROT LOC	1					PRODUCTS - COMPTOP AC	\$	0,000	
AUTOMOBILE LIABILITY	<del></del>					COMBINED SINGLE LIMIT			
X ANY AUTO	1					(Ea accident)	*1,00	0,000	
ALL OWNED AUTOS	1					BODILY INJURY (Perpenso	, .		
SCHEDULED AUTOS	1					PROPERTY DAMAGE	-		
X HRED AUTOS	1					(Peraccident)	\$		
X NON-OWNED AUTOS	1						\$		
							\$		
UMBRELLA LIAB OCCUR	1					EACH OCCURRENCE	\$		
EXCESS UAB CLAMS-MADE						AGGREGATE	\$		
DEDUCTBLE	I						\$		
RETENTION \$ WORKERS COMPENS ATTON	$\vdash$					- IMPORTANT L	\$		
AND EMPLOYERS' LIABILITY Y/N	I					HON DRID I	TH-		
ANY PROPRETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$100,		
(Mandatory in NH)  If yes, describe under DES CRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLO			
DESCRIPTION OF OPERATIONS below	<del></del>	1				E.L. DISEASE - POLICY LIN	wrr   \$500,	000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC									
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			CANC	ELLATION					
	_								
City of Greeley			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN						
1000 10th St		ACC	ACCORDANCE WITH THE POLICY PROVISIONS.						
Greeley, CO 80631-3808	Greeley, CO 80631-3808		AUTO	AUTHORIZED REPRESENTATIVE					
[									
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# EXHIBIT 4 DEBARMENT/SUSPENSION CERTIFICATION STATEMENT

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