



**CITY OF GREELEY
Purchasing**

**Request for Proposal
RFP #F23-11-084**

VISUAL SERVICE LINE INSPECTIONS

for

**CITY OF GREELEY
WATER & SEWER DEPARTMENT**

REQUEST FOR PROPOSAL (RFP)
RFP #F23-11-084

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

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

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

ONLY ELECTRONIC RFP RESPONSES WILL BE ACCEPTED

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

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB. The Proposal must not exceed 20 total pages, excluding cover letter, index or table of contents, front and back covers, and title pages/separation tabs. Pages shall be 8 ½ x 11 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	November 7, 2023
Optional Pre-Proposal Conference, 1001 11 th Ave., Second Floor "Colorado" Conference Room. (Virtual attendance also available. See link on next page)	November 20 th , 2023, at 11:00 am MST
Inquiry Deadline	November 27 th , 2023, at 5:00 pm MST
Final Addendum Issued	November 30 th , 2023
Proposal Due Date	December 12 th , 2023 before 2:00 PM MST
Interviews (tentative)	TBD
Notice of Award	TBD
Phase 01 Work Order Project Start	February 5 th 2024
Phase 01 Word Order Project End	April 30 th 2024

"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."

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SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

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

B. Overview

The City of Greeley Water & Sewer Department supplies water to its customers through approximately 29,000 residential, commercial, and industrial service lines (services). The ownership of these service lines is split at the property line, or “curb stop”, between the City of Greeley and the property owner. The City of Greeley maintains records of service line size and material for the public owned portion of the distribution system but has very limited information for the service line material on the private owned portion of the system.

In December of 2021, the Environmental Protection Agency (EPA) released revisions to the Lead and Copper Rule (LCRR) that strengthen the regulatory framework governing lead in drinking water. One of the key elements of the LCRR is the requirement for water systems to develop and maintain a service line inventory, including material information for both the publicly and privately owned portions of the system.

The City of Greeley has compiled a list of sites for verification of the private-side service line. Our preferred method, instead of pothole excavations, is to perform this verification by inspecting the pipe material as it enters the building prior to the service shutoff valve. In Greeley, the service line generally enters the building through a basement or crawl space.

The Contractor shall be responsible for conducting outreach, obtaining permission, and performing a visual service line inspection. Payment for this contract will be based on the number of service lines inspected.

C. Goals

The project goal is to accurately verify the material of all the private service lines at predetermined sites within the City of Greeley. This verification is essential to assist in the development of a comprehensive service line inventory. There are approximately 5,000 properties requiring evaluation.

The initial work order is valued at maximum of \$275k and will cover as many of the 5,000 properties as possible, with a focus on those ranked as the highest priority. There is potential opportunity for additional work orders in the future as determined by the City and funding.

SECTION II. STATEMENT OF WORK

A. Scope of Services

The proposer shall designate a project manager responsible for overseeing the project on the contractor's side and coordinating with City of Greeley staff and/or their representative. The proposer is required to provide a written implementation plan. The following outlines the required services for project completion, however, the final scope of services will be negotiated with the selected firm and may be subject to modification.

1. Outreach, Communications and Scheduling
 - a. Contractor will receive an initial list of eligible properties requiring inspection. The contractor will also receive a Field Map displaying field progress and any changes to the initial list. Note the list of eligible properties is subject to change, as tenants can also self-complete and go through the inspection process themselves.
 - b. Prior to any inspections, the Contractor (coordinated and approved by City) will send a letter to each eligible property outlining the project and inviting participation in the program. The letter shall: 1. Explain the contractor will be conducting door-to-door visits and arranging appointments, 2. Provide QR code for residents that would prefer to do a self-inspection.
 - c. Contractor to arrange inspection appointments and perform door-to-door outreach.
 - d. City may provide the contractor with list of properties that has completed self-inspection and must be verified based on inconclusive material identification.
2. Inspections / Site Visits
 - a. Site visits will be carried out in pairs by qualified staff. Preference is that at least one of the staff is fluent in Spanish and English.
 - b. Staff will be wearing contractor identified clothing and introduce themselves, communicate purpose of visit, and offer project handouts, etc. (refer to Communications Guidance)
 - c. Typically, staff will need access to basement/crawl space to locate the service line.
 - d. Conduct Material Identification of service line (refer to SOP)
 - e. Utilize tablet to input relevant data and take photos (refer to SOP)
 - f. Complete survey questions with property owner/tenant.
 - g. Take photos outside and inside property.
 - h. Submit data to the City of Greeley.
3. Contractor Responsibilities
 - a) The Contractor shall provide all personnel, equipment, and vehicles necessary to sufficiently perform the work. Contractor shall exhaust all efforts in complying with 40 CFR 33.301 as shown in Exhibit 5 and provide proof of such efforts in their proposal.
 - b) The contractor shall make a minimum of two visits to each property.
 - c) Due to the nature of the work, the contractor shall conduct background checks on inspection staff and assess their suitability for public relations and communications work.
 - d) Inspectors also serve as public relations ambassadors for the Lead Protection Program and the City of Greeley. The highest emphasis is to be placed on professional and courteous conduct.
4. City of Greeley Responsibilities
 - a) The City will provide the site addresses and Greeley Water Account Number associated with each project site.
 - b) The City will provide a Field Map for data collection and tracking. The City will provide a back up system in the event of system outage.

- c) The City will provide an SOP for the work being completed.
- d) The city will provide communications documents to send to all properties.
- e) The City will provide project reference materials and handouts concerning the Lead Protection Program and the Lead Service Line Inventory and Replacement Project.
- f) The City may provide a field observer or representative, who will be present at sites to communicate with residents and QA/QC Contractor's work and material identification.

5. Cost

- a) Contractors shall provide fully burdened unit costs with bids
 - i. Work Order Mobilization / Demobilization, Bonds, and Insurance
 - ii. Cost per Letter sent per Household
 - iii. Cost per Completed Inspection

VISUAL SERVICE LINE INSPECTION PROJECT RFP - BID SCHEDULES					
Item No.	Work & Material	Quantity	Unit of Measure	Unit Price	Total Amount
A-1	Work Order Mobilization / Demobilization, Bonds, and Insurance	1	LS		\$
A-2	Letter to Eligible Households	5000	EA		\$
A-3	Per Completed Inspection Cost	5000	EA		\$
Total Schedule Cost:					\$

C. Period of Award

The selection of the successful Contractors is anticipated to occur in December of 2023.

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

D. Minimum Mandatory Qualifications of Offeror

Proposals will only be accepted from Contractors that have extensive, verifiable experience in performing a similar scope of work for at least 3 utilities in Colorado and can demonstrate experience in urban corridors. The proposer shall provide a detailed list of other similar or larger (in size) clients and the associated scope of services that the Contractor completed.

Proposals will only be considered from companies which meet or exceed the criteria listed below.

1. An absence of any previous litigation activities involving another municipal client
2. Key personnel to be involved in project must have been actively involved in the management or implementation of a similar project previously (as referenced above).
3. Contractor shall exhaust all efforts in complying with 40 CFR 33.301 as shown in Exhibit 5 and provide proof of such efforts with their proposal.

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) shall be referred to:

E-Mail: Purchasing@greeleygov.com

Subject Line: RFP #F23-11-084

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

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

D. Insurance

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

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

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

E. Modification or Withdrawal of Proposals

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

F. Minor Informalities

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

G. Responsibility Determination

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

H. Acceptance of RFP Terms

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

I. Protested Solicitations and Awards

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

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

J. Confidential / Propriety 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 of Delegation

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

W. Availability of Funds

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

X. Standard of Conduct

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

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

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

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

Y. Damages for Breach of Contract

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

Z. Other Statutes

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

SECTION IV. PROPOSAL SUBMISSION

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

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

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

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

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

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

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

SECTION V. RESPONSE FORMAT & NARRATIVE

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 shall 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, B. Failure to meet or exceed these requirements will disqualify your response.

D. Company Information

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

E. Evaluation Criteria

Evaluation Criterion #1 - Company and Personnel Qualifications

1. Describe your experience with similar projects.
2. Provide information from at least three accounts of similar scope. Include, at a minimum, the following information:
 - a. Company Name
 - b. Contact Name
 - c. Phone Number
 - d. Email Address
 - e. Brief description of project scope
 - f. Status of project.

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

3. Describe your customer service philosophy. How will the Contractor work to ensure customer service, and deal with questions or complaints from customers?

4. Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.
5. List the names of the subcontractors you expect to use, the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key subcontractor personnel who will be working on the project. **Please identify which subcontractors are certified a Disadvantaged Business Enterprises (DBE)**
6. **Provide a plan on how you intend to maximize efforts to comply with 40 CFR 33.301 in utilizing certified DBE's.**

Evaluation Criterion #2 – Approach to Scope of Work

In response to this RFP, the proposer shall provide a written narrative detailing the Contractor's philosophy, means and methods, resources, equipment, and overall approach to perform on this VISUAL SERVICE LINE INSPECTION Contract.

The proposer's narrative shall answer the following in discussing their project approach:

1. What is the Contractor's approach to performing visual service line inspections for up to 5,000 properties in the geographical area outlined in **Attachment A**? **The** City of Greeley would like to understand the Contractor's approach to completing these inspections, specifically detailing communications; bookings; concept of operations, size and skills of inspection crews, and the estimated timeline to complete inspections.
2. Describe how the team will select staff for inspections and provide customer relations and technical training
3. Describe how the team will handle quality control and respond to complaints and questions.
4. Describe any project approaches or ideas that you would apply to this project and that you feel would enhance the quality of your services or reduce project costs.
5. Provide a planned timeline or schedule for the work. Show milestones and completion dates on the schedule, if applicable.
6. Status / progress updates and continual process improvement is very important to the City of Greeley. How does the Contractor intend to communicate Work Order status / progress and issues to the City of Greeley? If the Contractor identifies process improvements that result in cost savings, or improved service etc. how will they communicate those to the City of Greeley?

Evaluation Criterion #3 - Value/Cost of Efforts

1. What is the Contractor's strategy for cost management under the VISUAL SERVICE LINE INSPECTION Contract and methodology used to track and control costs?
2. Provide a cost for the services and products broken down per task listed under the **Scope of Services**, above. Show a breakdown of all reimbursable expenses required to complete the work. If applicable, the subcontractors' costs must be shown as separate items. Also, provide hourly rates for your firm and all subcontractors. These rates will be considered valid throughout the project.

F. Proposal Acknowledgement

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 shall 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.

List Evaluation Criteria here:

- | | |
|--|-----------|
| 1. Company and Personnel Qualifications: | 35 Points |
| 2. Approach to Scope of Work: | 40 Points |
| 3. Value/Cost of Efforts: | 25 Points |

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

B. Determination of Responsibility of the Offeror

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

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

COOPERATIVE PURCHASING STATEMENT

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

**EXHIBIT 1
PROPOSAL ACKNOWLEDGEMENT**

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

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

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

Original Signature by Authorized Officer/Agent

Type or printed name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

Website Address

City, State, Zip

Proposal Valid Until (at least for 90 days)

E-Mail Address

Project Manager:

Name (Printed)

Phone Number

Vendor Mailing Address

Email Address

City, State, Zip

**EXHIBIT 2
SAMPLE CONTRACT**

(Incorporated by Reference, Use the Link Below to View)

[Exhibit 2 Sample Master Construction Contract with Work Orders v3.pdf](#)

**EXHIBIT 3
SAMPLE CERTIFICATE OF INSURANCE**

Client#: 12170		GRECI				
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. NO.	TYPE OF INSURANCE	PROD. SUBS. NO. / POLY. NO.	POLICY NO.	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER OCCUR <input type="checkbox"/> LOC					EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADJ INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input checked="" type="checkbox"/> WC STATE - YOUR LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
DESCRIPTION OF OPERATION(S) / 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		
© 1988-2009 ACORD CORPORATION. All rights reserved.						
ACORD 25 (2009/09)		1 of 1		The ACORD name and logo are registered marks of ACORD		DSM
#S786373/M786364						

EXHIBIT 4
DEBARMENT / SUSPENSION CERTIFICATION STATEMENT

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

DUNS # (Optional)_____

Name of Organization_____

Address_____

Authorized Signature_____

Title_____

Date_____

This content is from the eCFR and is authoritative but unofficial.

Title 40 –Protection of Environment

Chapter I –Environmental Protection Agency

Subchapter B –Grants and Other Federal Assistance

Part 33 –Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs

Subpart C –Good Faith Efforts

Authority: 15 U.S.C. 637 note; 42 U.S.C. 4370d, 7601 note, 9605(f); E.O. 11625, 36 FR 19967, 3 CFR, 1971 Comp., p. 213; E.O. 12138, 49 FR 29637, 3 CFR, 1979 Comp., p. 393; E.O. 12432, 48 FR 32551, 3 CFR, 1983 Comp., p. 198, 2 CFR part 200.

Source: 73 FR 15913, Mar. 26, 2008, unless otherwise noted.

§ 33.301 What does this subpart require?

A recipient, including one exempted from applying the fair share objective requirements by § 33.411, is required to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, even if it has achieved its fair share objectives under subpart D of this part:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

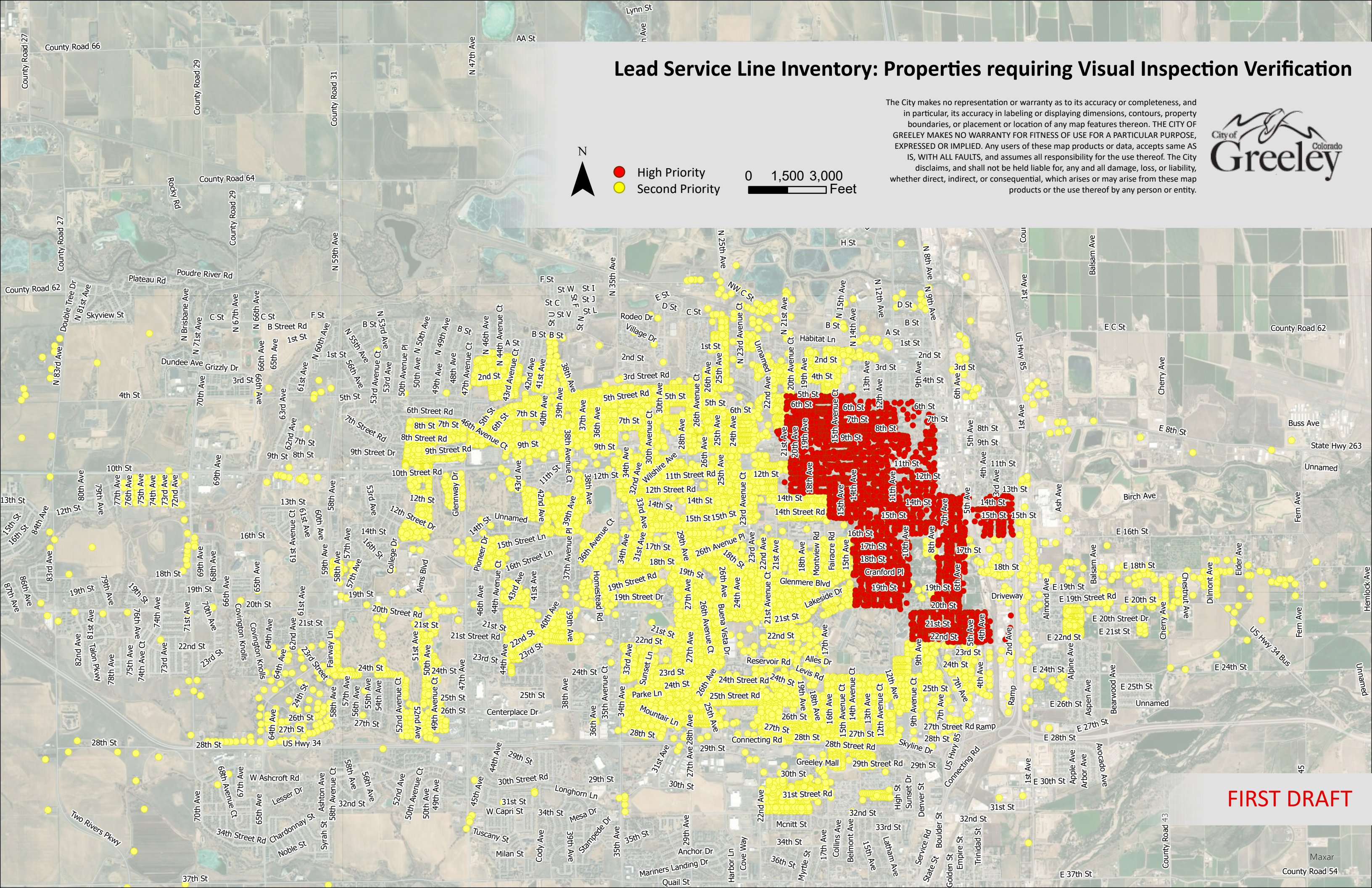
Lead Service Line Inventory: Properties requiring Visual Inspection Verification

The City makes no representation or warranty as to its accuracy or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon. THE CITY OF GREELEY MAKES NO WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESSED OR IMPLIED. Any users of these map products or data, accepts same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof. The City disclaims, and shall not be held liable for, any and all damage, loss, or liability, whether direct, indirect, or consequential, which arises or may arise from these map products or the use thereof by any person or entity.



- High Priority
- Second Priority

0 1,500 3,000 Feet



FIRST DRAFT

Attachment B-Service Line Material Identification Procedure

How to Identify a Lead Service Line While Performing an Indoor Meter Replacement

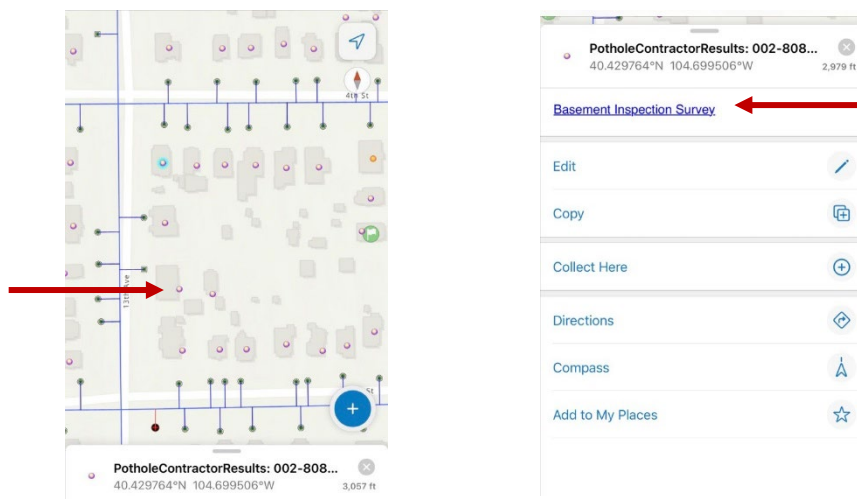
Tools Needed:

- Field Maps App
- Penny (or other coin)
- Strong magnet
- 3M LeadCheck swab test.

Field Maps

Log into the Field Maps app

1. Open Field Maps and select “Sign in with ArcGIS Enterprise”
2. Select “Specify a New URL” and type in <https://gis.greeleygov.com/portal>
3. Use ArcGIS Login:
 - **Username:** WatSew_Contractor
 - **Password:** PortalContractor2022
4. Access the MidCity Pothole Results FM Map
5. Click on the “layers” icon at the top right of the screen and ensure that all layers are toggled on
6. To access the Service Line Materials Survey, click on the pink symbol on the building of interest, then click on the link to the “Basement Inspection Survey”:
 - **NOTE:** Properties with a verified inspection are marked with a green or red flag. These properties do not require an additional inspection.



7. Complete all required fields in the Basement Inspection Survey. See below for protocol for identifying the material of the service line.
 - **NOTE:** Required fields are marked with a *. The survey will not submit without these fields completed.
8. Under section “Where does the service line enter your property?” select Other. Then write: General Location - Specific Location - Wall construction. For example:
 - General Location Identifiers: Unfinished basement; finished basement; crawl space; ground floor; garage; ground floor utility room; etc.
 - Specific Location (from front of house): Front wall; left wall; right wall; rear wall

- Wall Construction: Concrete blocks; concrete; dirt; wood; etc.
 - Full Survey Response Example: Unfinished basement-Front wall-Concrete blocks; Crawl space-Left side-Wood
9. **Ensure that you typed the correct address into the survey under “Property Address” and select the correct geocode address into the drop-down menu.**
 10. Submit a minimum of 5 photos to the survey:
 - Full Service line: including where it enters the structure, shut-off valve and the pipe above
 - Close-Up of Service Line: showing the scratch performed on the service line or magnet attached to the service line.
 - Wide Angle: Showing basement area that service line enters into.
 - Meter and Curb Stop
 - Outside: Showing house and house number where possible
 - Additional Photo if Necessary
 11. Prior to submitting the survey, ensure “**CON**” is typed in the last question (“If you have any records of work on this service line, especially if the service line has ever been replaced, please indicate the work performed and the approximate date below:”).
 - This ensures that the Field Maps is automatically updated when you submit the survey.

SERVICE LINE MATERIAL IDENTIFICATION PROCESS

1. Visual Identification

After locating the service line, the first step in identification of service line material is a visual observation. Lead and galvanized service lines can often be easily distinguished from plastic, copper, and brass by visual observation.

1. Locate a test area on the private side of the service line near where it connects to the water shut off valve in the basement or crawlspace.
2. Pipes may be wrapped or painted. If so, remove a small section of wrapping or paint to expose the pipe.
 - **NOTE:** Lead is often a dull silver-gray color and may have a bulb near the shut-off valve (See Figure 1c).

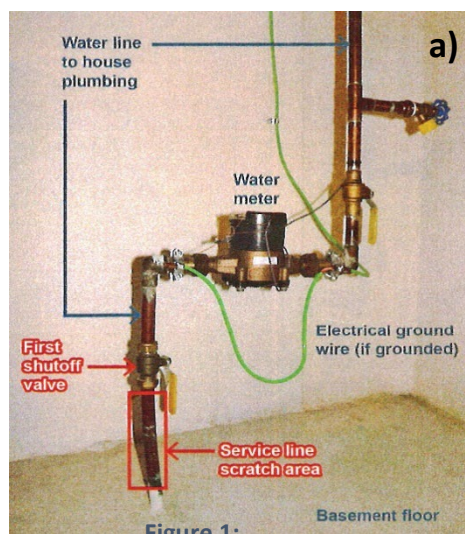


Figure 1:

- a) Diagram showing where to perform service line tests
- b) Pictures and description of common service line materials



3. If the pipe is clearly copper or plastic, select “Your pipes are made of plastic” or “Your pipes are probably made of copper” in the drop-down menu under “According to the NPR guide at the link provided above, what was your pipe material?”
 - If the service line is **not clearly** plastic or copper, a scratch, magnet, and/or swab test will need to be performed (See below for test procedures).

2. Scratch Test

If the service line material cannot be clearly determined by visual observation, or if it is suspected lead, proceed to the scratch test.

1. Using a penny or some other coin, scratch the test area on the pipe.
 - **NOTE:** If the pipe is easily scratched and flakes off, and the scraped area is shiny silver, it is likely lead. If the scraped area of the pipe is copper in color, it is likely a copper pipe. If the pipe is not easily scratched and remains a dull gray color, it is likely galvanized steel.



Figure 2. Scratch test on lead pipe (left) and copper pipe (right).

2. If the service line is clearly copper, select “Your pipes are probably made of copper” in the drop-down menu under “According to the NPR guide at the link provided above, what was your pipe material?”
 - **NOTE:** If the service line is **not clearly** copper and is suspected to be made of lead or galvanized steel, a magnet and/or swab test will need to be performed (See below for test procedures).
3. Upload a close-up photo of the scratch on the service line into the Basement Inspection Survey

3. Magnet Test

If the service line material cannot be clearly determined by the scratch test, or if it is suspected lead, proceed to the magnet test.

1. At the test site on the service line, place a strong magnet directly onto the metal pipe.
 - **NOTE:** If the magnet does not stick, it is likely either lead or copper. If the magnet does stick, it is galvanized steel.



Figure 3. A magnet stuck to a galvanized steel pipe.

2. If the service line is clearly galvanized steel, select “your pipes are probably galvanized steel” in the drop-down menu under “According to the NPR guide at the link provided above, what was your pipe material?”
 - **NOTE:** If the service line is **not clearly** galvanized and is suspected to be made of lead, a swab test will need to be performed (See below for test procedures).
3. Upload a close-up photo of the magnet attached to the service line into the Basement Inspection Survey

4. Swab Test

If the service line material is suspected to be lead, proceed to the swab test.

1. Remove the 3M LeadCheck Swab from the packaging
2. Squeeze and crush the points marked “A” and “B” on the barrel of the swab
3. With the swab tip facing downwards, shake and squeeze gently until the yellow liquid comes to the tip of the swab
4. When the swab is activated for testing, rub it on the test area of the service line for 30 seconds, squeezing gently.
 - **NOTE:** If the tip of the swab turns red or pink, lead is present.



Figure 4. Positive swab test using 3M LeadCheck Swab.

5. If the service line is lead based on swab and previous tests, select “You’ve got lead pipes” in the drop-down menu under “According to the NPR guide at the link provided above, what was your pipe material?”
6. Upload a close-up photo of the red lead swab next to the service line into the Basement Inspection Survey

5. Inconclusive Tests

In the case that the four tests are inconclusive but not indicative of lead:

1. Select “not clear” in the drop-down menu under “According to the NPR guide at the link provided above, what was your pipe material?”

Attachment C- Basement Inspection: Customer Interaction & Talking Points

Best Practices when Interacting with Customers

- **Avoid Solo Visits:** Always work in pairs for safety and support.
- **Identify Entrance Door:** Knock or ring the doorbell a maximum of two times.
- **Ensure an Adult Resident is Present**
- **Respect Property Boundaries:** Do not enter backyards or pass locked gates without residents' permission.
- **Maintain Personal Space:** Take a few steps back upon knocking to give the resident space.
- **Customer Relations:** Please be professional, courteous, well-informed, and have a friendly demeanor but not informal

Talking Points/Procedure when Interacting with Customers

1. **Introduce Yourself/Purpose:** Explain that you are working with City of Greeley's Lead Protection Program
2. **Provide Project Handout:** Offer and refer to Pothole Project Handout
3. **Highlight Program Goals and Emphasize Cost Savings:** We are identifying and replacing water service lines containing lead, free of charge to Greeley homeowners. This is a significant cost savings, as historically it has been the homeowner's responsibility to replace the private portion of the service line which could cost upwards to \$10,000.
4. **Describe Inspection Process:** The easiest approach for identifying the material of the service line is by inspecting it as it enters the property, at the water shut-off valve, typically located in the basement or crawlspace. The inspection process takes ~5 minutes and eliminates the need for yard excavation (potholing) and saves time and expense for both the city and customers.
5. **Ask for Permission to Inspection the Service Line:**
 - If YES: Proceed to next step.
 - If NO: Refer to the project flyer and encourage them to complete the survey on their own or contact the Lead Protection Team to schedule an inspection later. Explain the chance to win a \$100 gift card if they complete the survey. If they don't complete the survey, mention the plan to return for private potholing in the following weeks.
6. **Offer To Remove Shoes:** or ensure they are clean before entering the property.
7. **Follow Resident's Lead:** Allow the resident to guide you to the shut-off valve, and if necessary, request permission to access other areas of the property.
8. **Perform Inspection**
9. **Explain Inspection Results and Next Steps:**

- Tell the resident the observed material of the service line entering the basement and that the city will make a decision on replacement once the material on the public-side has also been verified. Typically:
 - Copper material entering basement means no private-side replacement is needed
 - Lead material entering basement means private-side replacement is strongly recommended
 - Galvanized material entering basement may require private-side replacement, depending on public-side circumstances
- Explain plan to dig a small hole in the street in the following weeks to check the public-side of the service line for lead.
- Mention that Greeley will send a letter approximately 2 weeks after completing the public-side investigation:
 - If non-lead: No further action required.
 - If private and/or public-side found to contain lead: Greeley will provide water filter and consent form outlining next steps for service line replacement.

10. Survey Completion: Ask the resident to fill out survey questions, noting that only required questions are marked with an asterisk (*)

11. For Additional Customer Questions: Offer FAQ handout and direct them to contact Lead Protection Team at (970) 336-4273 or LeadProtection@greeleygov.com

12. Express Gratitude: Thank the resident for their time and assistance.