



**Statement of Qualifications
SOQ-4610-19-DH**

**521 Drainage Authority
Public Education and Outreach Campaign**

RESPONSES DUE:

March 12, 2019 Prior to 3:30 p.m.

Accepting Electronic Responses Only

Responses Only Submitted Through the Rocky Mountain E-Purchasing System

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Duane Hoff Jr.

Senior Buyer

duaneh@gjcity.org

970-244-1545

This solicitation has been developed specifically for a Statement of Qualifications intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **HARD COPY, FAX, OR E-MAIL IS NOT ACCEPTABLE** for this solicitation.

ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

Issuing Office: This Statement of Qualifications (SOQ) is issued by the City of Grand Junction in conjunction with the 521 Drainage Authority. All contact regarding this SOQ is directed to:

SOQ Questions:

Duane Hoff Jr.

duaneh@gjcity.org

Purpose: The City of Grand Junction, in conjunction with the 521 Drainage Authority, is requesting qualifications from interested firms to serve as consultant for the **2019 Public Education and Outreach Campaign**.

The Owner: The Owner is the City of Grand Junction and/or the 521 Drainage Authority and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.

Compliance: All participating Offerors shall agree to comply with all conditions, requirements, and instructions of this SOQ as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offerors shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this SOQ.

Submission: Please refer to section titled “Administrative Requirements and Instructions” for what is to be included. **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website** (<https://www.rockymountainbidsystem.com/default.asp>). *This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals.* (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in section titled “Administrative Requirements and Instructions”. Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion: The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Altering Submittals: Any alterations made prior to opening date and time must be initialed by the signer of the submittal, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

Withdrawal of Submittal: A submittal must be firm and valid for award and may not be withdrawn or canceled by the Offeror prior to the sixty-first (61st) day following the submittal deadline date and only prior to award. The Offeror so agrees upon their submittal. After award this statement is not applicable.

Acceptance of Submittal Content: The contents of the submittal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.

Exclusion: No oral, telegraphic, or telephonic submittals shall be considered.

Addenda: All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this SOQ or extensions to the opening/receipt date shall be made by a written Addendum to the SOQ by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the City's website at www.gjcity.org by selecting the Bids link. Offerors shall acknowledge receipt of all addenda in their submittal.

Exceptions and Substitutions: All submittals meeting the intent of this SOQ shall be considered for award. Offerors taking exception to the specifications/scope of work/scope of services shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications/scope of work/scope of services. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications/scope of work/scope of services contained herein.

Confidential Material: All materials submitted in response to this SOQ shall ultimately become public record and shall be subject to inspection after contract award. "Proprietary or Confidential Information" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "**Confidential Disclosure**" shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Purchasing Manager. If denied, the proposer shall have the opportunity to withdraw its entire submittal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.

Response Material Ownership: All submittals become the property of the Owner upon receipt and shall only be returned to the Offeror at the Owner's option. Selection or rejection of the submittal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any submittal received in response to this SOQ, subject to limitations outlined in the section 1.9 entitled "Confidential Material". Disqualification of a submittal does not eliminate this right.

Minimal Standards for Responsible Prospective Offerors: A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

Open Records: Submittals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Submittals shall be received and acknowledged only so as to avoid disclosure of process. However, all submittals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the submittal so identified by Offeror as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

SOLICITATION TERMS AND CONDITIONS

Acceptance of SOQ Terms: An Offeror's submittal in response to this SOQ shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the SOQ acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its submittal and the Owner's SOQ requirements. 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 SOQ.

Execution, Correlation, Intent, and Interpretations: Owner will provide the contract. By executing the contract, the Offeror represents that he/she has familiarized himself/herself with the local conditions under which the Work/Services is to be performed, and correlated his/her observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work/scope of services as defined in the technical specifications and/or drawings contained herein. All drawings, specifications, and scopes copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work/services.

Permits, Fees, & Notices: The Offeror shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the services. The Offeror shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the services. If the Offeror observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Offeror performs any services knowing it to be contrary to such laws, ordinances, rules and regulations,

and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.

Responsibility for those Performing the Services: The Offeror shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the work/services under a contract with the Offeror.

Changes in the Services: The Owner, without invalidating the contract, may order changes in the services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Offeror signed by the Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum or the contract time.

Minor Changes in the Services: The Owner shall have authority to order minor changes in the services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.

Uncovering & Correction of Services: The Offeror shall promptly correct all services found by the Owner as defective or as failing to conform to the contract documents. The Offeror shall bear all costs of correcting such rejected services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of non-conforming services. All such non-conforming services under the above paragraphs shall be corrected to comply with the contract documents without cost to the Owner.

Amendment: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner Purchasing Division.

Assignment: The Offeror shall not sell, assign, transfer or convey any contract resulting from this SOQ, in whole or in part, without the prior written approval from the Owner.

Compliance with Laws: Submittals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

Confidentiality: All information disclosed by the Owner to the Offeror for the purpose of the services to be done or information that comes to the attention of the Offeror during the course of performing such services is to be kept strictly confidential.

Conflict of Interest: No public official and/or Owner employee shall have interest in any contract resulting from this SOQ.

Contract: This Statement of Qualifications, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the submittal documents. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.

Project Manager/Administrator: The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.

Contract Termination: This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.

Employment Discrimination: During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:

- The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Immigration Reform and Control Act of 1986 and Immigration Compliance: The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

Expenses: Expenses incurred by prospective proposers in preparation, submission and presentation of this SOQ are the responsibility of the Offeror and cannot be charged to the Owner.

Ethics: The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

Failure to Deliver: In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

Force Majeure: The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.

Indemnification: Offeror shall defend, indemnify and save harmless the Owner, State of Colorado, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

Independent Firm: The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

Nonconforming Terms and Conditions: A submittal that includes terms and conditions that do not conform to the terms and conditions of this Statement of Qualifications is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

Ownership: All plans, prints, designs, concepts, etc., shall become the property of the Owner.

Oral Statements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.

Patents/Copyrights: The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this SOQ.

Venue: Any agreement as a result of responding to this SOQ shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.

Sovereign Immunity: The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.

Public Funds/Non-Appropriation of Funds: Funds for payment have been provided through the City of Grand Junction budget, approved by the City Council for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated City of Grand Junction fiscal year shall be subject to

budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

Collusion Clause: Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.

Gratuities: The proposer certifies and agrees that no gratuities, kickbacks or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the proposer breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.

Safety Warranty: Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.

OSHA Standards: All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.

Performance of the Contract: The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.

Benefit Claims: The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.

Default: The Owner reserves the right to terminate the contract immediately in the event the Offeror fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.

Multiple Offers: Offerors must determine for themselves which services to offer. If said Offeror chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Submittal". The Owner reserves the right to make award in the best interest of the Owner.

Cooperative Purchasing: Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Submittal. The quantities furnished in this submittal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for

purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

Public Disclosure Record: If the Offeror has knowledge of their employee(s) or sub-Offerors having an immediate family relationship with a Owner employee or elected official, the Offeror must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable “Public Disclosure Record”, a statement of financial interest, before conducting business with the Owner.

DEFINITIONS

“Consultant” or “Firm” refers to the person, partnership, firm or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.

“Offeror” refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a bid (fee) proposal in response to the Owner’s SOQ.

The term “Services” includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such services.

“Owner” is The City of Grand Junction and/or 521 Drainage Authority and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the services wherever it is in preparation and progress. The Offeror shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of services and to determine, in general, if the services are proceeding in accordance with the contract documents. Based on such observations and the Offeror’s Application for Payment, the Owner will determine the amounts owing to the Offeror and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject services which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Offeror to stop the services or any portion, whether or not such services can be then be completed. The Owner will not be responsible for the acts or omissions of the Offeror, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the services.

“Offeror” is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Offeror means the Offeror or his authorized representative. The Offeror shall carefully study and compare the General Contract Conditions of the Contract, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Offeror shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Offeror shall not commence services without clarifying such.

INSURANCE REQUIREMENTS

Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

OVERVIEW AND INFORMATION

Through this Statement of Qualifications (SOQ) process, it is the intent of the City of Grand Junction, in conjunction with the 521 Drainage Authority, to hire a professional consulting firm experienced in marketing, public education campaign development, media planning, placement and reporting. **NOTE: The budgeted amount, and contract award, for this project shall be \$25,000. This amount shall be an all-inclusive, not to exceed amount. Firms shall provide a complete breakdown of their allocation of cost/pricing for this project with their proposal submittal.**

SOQ GOALS

It is the intent of this SOQ to provide interested firms with sufficient information to enable them to prepare and submit statements of qualifications for the project. Based on a rating of the qualified submittals by the evaluation team, a "short list" of the most qualified firms will be developed. Only the top "short list" firms will be invited for interviews.

SCOPE OF SERVICES

Background:

The 5-2-1 Drainage Authority (DA) was created by an Intergovernmental Agreement on June 14, 2004, pursuant to CRS 29-1-204.2 by and between Mesa County, the Town of Palisade, the City of Grand Junction, the City of Fruita and the Grand Valley Drainage District to provide stormwater related services with and across their respective jurisdictions.

Since 2008, the DA has provided stormwater management services related to stormwater quality and is responsible for National Pollutant Discharge Elimination System (NPDES) compliance in the areas it serves within Mesa County. The DA holds the Municipal Separate Storm Sewer System (MS4) permit, complies with NPDES and other environmental regulations and informs the public about stormwater quality.

The 521 Drainage Authority is permitted through the Colorado Department of Public Health and Environment (CDPHE). As part of the permit the 521 is required to meet six minimum measures associated with water quality. Two of the measures are associated with Public Education and Participation which is the emphasis of this SOQ.

On page 6 of CDPHE's Fact sheet is statement that sets the underlying foundation for CDPHE's recommended approach to the current permit:

Public Education and Outreach: The public education and outreach program should inform citizens and businesses about stormwater pollution and illicit discharges and the steps that they can take to reduce stormwater pollution, such as properly disposing of trash and applying pesticides and fertilizers so that trash and excess lawn care chemicals do not wash into local waterways during the next rainstorm.

Proposers are encouraged to review permit requirements on the following pages of the Permit:

- a. Permit pages 9-12 Public Education and Outreach requirements Attachment #1
 - i. The entire permit can be found at the following link:
https://www.colorado.gov/pacific/sites/default/files/COR090000_Permit_Certification_mod3.pdf
- b. Fact Sheet pages 24-26 Attachment #2
 - i. The entire fact sheet can be found at the following link:
https://www.colorado.gov/pacific/sites/default/files/COR090000-Fact%20sheet_1.pdf

Public Education and Outreach Requirements from CDPHE

- a. Two Passive Outreach activities
- b. Two Active or Interactive activities
- c. Goals include:
 - i. Reduction of water quality associated with nitrogen and phosphorus
 - ii. Illicit Discharge Detection and Elimination: Target specific sources contributing to nutrients in storm water (such as residential, commercial, agricultural, industrial)

Historically the 521 has used the following passive and active outreach methods:

1. Bus shelter/Bench Advertisement/Billboard/Vehicle/Bus (Passive)
2. Storm drain marking(Passive)
3. Web site(Passive)
4. T.V. Advertisement (Passive)
5. Participate in or sponsor a water festival which involves populations that exist within permit boundary (Active)
6. Participate in or sponsor an environmental event (River Clean-up) (Active)

In addition to the CDPHE General Permit and Fact Sheet for COR090000, proposing firms should assume that the following information is available for the successful consultant's use in developing and executing the campaign:

1. 2018 Campaign
2. 2017 Campaign
3. 2016 Campaign

Tasks to be accomplished under this contract include:

Task 1: 2019 Campaign Development

1. Review previous campaigns, evaluate effectiveness, determine what to keep
2. "Front Range" ideas from Colorado Stormwater Council
3. EPA open source ideas

Public awareness campaign focused on mediums that focus on reaching the largest audience possible.

Task 2: Presentation to annual Drainage Authority board meeting – early April

Task 3: Video Production: Produce at least one new 30 second video

Task 4: Media planning, placement, and reporting: Place ads with local media outlets

Task 5: Social Media – Facebook and other similar social media posts

Task 6: Website updates: www.521drainageauthority.org

Task 7: Reporting

- a. Establish measurable goals
- b. Maintain records evaluating efforts
- c. Report progress annually (via impressions)
 - i. Sample of annual reporting previously used includes the following:
 1. Billboard outreach
 - LOCATION: I-70 Business Loop
 - TRAFFIC: Over 48,296 viewers each day (Per Colorado Department of Transportation)
 - Cost breakdown: 48,296 viewers per day, x 30 days per month + 1,488,880 x the months up
 - Cost \$1095 x number of months, \$595 one time production cost
 - 75 cents per 1,000 views
 2. TV Advertising
 - 440 Total Commercials – 200 were bonus spots
 - Reach 94,642 to an audience 25+ years of Age
 - The 521 Drainage was viewed 9.7 times by the targeted audience
 - Cost - \$6.80 per thousand impressions to the desired audience

Based on Channel 11 News – Wide Orbit traffic system.

Special Conditions/Provisions:

Oral Interviews: Should the Owner determine interviews are necessary, only respondents who demonstrate the required qualifications and experience for this project will be considered for participation in oral presentations. It is the intent of the Owner to invite those firms that are determined to be qualified to be a participant in the creation of a qualified pool of firms, to prepare a detailed pricing proposal and participate in oral interviews for the required services.

Fees: The budgeted amount, and contract award, for this project shall be \$25,000. This amount shall be an all-inclusive, not to exceed amount. Firms shall provide a complete breakdown of their allocation of cost/pricing for this project with their proposal submittal.

Short Listed Firms: Finalist, short listed firms, may be provided detailed questions developed by the evaluation committee during the review process that finalists will be required to respond. Firms will be limited to a previously determined amount of time for their presentations. It is the intent of the Owner to participate in oral interviews with no more than three (3) firms. Presentations should be made by principals and key personnel who can respond to any additional questions the evaluation team may pose during the oral interviews. Presentations are to be professional in nature, but concise and to the point with illustrations relevant to the firm's abilities with regard to the prospective project. Visual aids to include Power Point or other objective information that will assist the evaluation team are recommended, but not required.

Should the Owner not be able to agree on the details of the contract with the top rated firm through good-faith negotiations, they will proceed to the next highest ranked firm and enter into negotiations.

Questions Regarding Scope of Services:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

ANTICIPATED SCHEDULE OF ACTIVITIES

- | | |
|---|-------------------------|
| • Statement of Qualifications Available | February 21, 2019 |
| • Inquiry Deadline (no questions after this date) | March 5, 2019 |
| • Addendum Posted | March 6, 2019 |
| • Due Date for Submittals | March 12, 2019 |
| • Owner Evaluations and Review | March 13-19, 2019 |
| • Interviews (if required) | March 26-28, 2019 |
| • Negotiations (if required) | March 29, 2019 |
| • City Manager / 521 Drainage Authority Approval | April 5, 2019 |
| • Contract Execution | April 8, 2019 |
| • Contract Services Begin | Upon Contract Execution |

ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS

Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidssystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in the section titled “Administrative Requirements and Instructions”. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to G**:

- A. **Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm’s principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Firm agrees to all requirements herein.
- B. **Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the Owner and include prior experience in marketing, public education campaign development, media planning, placement and reporting.
- C. **Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this SOQ. Describe the proposed strategy and/or plan for achieving the objectives of this SOQ. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the SOQ objectives are accomplished. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.
- D. **References:** A minimum of five summaries and project descriptions of at least five (5) projects completed within the last five (5) years similar in nature, scope, complexity and size. Include reference names, telephone numbers and email addresses for each project.
- E. **Fees:** See Item titled “Fees” under the Special Conditions/Provisions section.
- F. **Solicitation Response Form:** Proposers shall complete and submit the attached Solicitation Response Form with their proposal response.
- G. **Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

EVALUATION CRITERIA AND FACTORS

Evaluation: An evaluation team shall review all responses and select proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.

Intent: Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all Statements. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the SOQ
- Understanding of the project and the objectives
- Experience & Required Skills marketing, public education campaign development, media planning, placement and reporting.
- Necessary resources
- Strategy & Implementation Plan
- References
- Financial Stability

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated. Should the Owner not be able to agree on the details of the contract with the top rated firm through good-faith negotiations, they will proceed to the next highest ranked firm and enter into negotiations.

Oral Interviews (if required): It is the Owner's intent to invite (if required) up to three of the most qualified rated Offerors to participate in oral interviews.

Award: Firms shall be ranked or disqualified based on the criteria listed herein. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Offeror.

SOLICITATION RESPONSE FORM

SOQ-4610-19-DH “521 Drainage Authority Public Education and Outreach Campaign”

Offeror must submit entire Form completed, dated and signed.

The Owner reserves the right to accept any portion of the services to be performed at its discretion

The undersigned has thoroughly examined the entire Statement of Qualifications and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services in accordance with the terms and conditions contained in this Statement of Qualifications and as described in the Offeror’s proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices, when submitted, have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. Payment Terms _____.

RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date

Attachment #1
CPDHE General Permit COR090000
Permit Pages 9-12 Public Education and Outreach requirements

to comply with this permit. The following requirements apply:

- a. The permittee must follow its own public notice requirements to provide opportunities for public involvement that reach a majority of citizens within the permittee's jurisdiction through the notification process.
- b. The permittee must provide a mechanism and processes to allow the public to review and provide input on the control measures. At a minimum, the permittee must provide a statement on the permittee's web site that the PDD is publicly available for review and comment.
- c. The permittee must have the ability to accept and respond (in accordance with permit requirements) to information submitted by the public, including information on illicit discharges or failure to implement or meet control measure requirements associated with applicable construction activities, applicable development sites, or municipal operations.

2. Recordkeeping:

The permittee must maintain the following records for activities to meet the requirements of Part I.D. and Part I.K.2.:

- a. Copies of the documents used to provide public notice and any public comment received as part of the public notice process.
- b. Documentation of the mechanism used to allow the public to provide input.
- c. Records of information submitted by the public in accordance with Part I.D.1.c and any actions the permittee took to address the information.

3. PDD:

- a. A list of citation(s) and location(s) of the written procedures used for the permittee's public notice process.
- b. The web site address containing the statement that the PDD is available for public review.

E. POLLUTANT RESTRICTIONS, PROHIBITIONS, AND REDUCTION REQUIREMENTS AND RECORDKEEPING

Pollutant restrictions, prohibitions, and reduction requirements required by the permit are listed below. All control measures must be implemented before the discharge from the MS4, unless otherwise noted.

Where Part III includes an exclusion from a requirement in Part I.E for a specific MS4, the listed permittee is not responsible for compliance with that requirement. "Exclusion" is a removal of the applicability of a term or condition in this permit based on the given conditions.

Included in this section are requirements for the permittee to develop and maintain records (Recordkeeping and PDD requirements) associated with the terms and conditions of this section.

1. Public Education and Outreach

The permittee must implement a public education program to promote behavior change by the public to reduce pollutants in discharges from the MS4. Education and outreach activities, individually or as a whole, must address the impacts of stormwater discharges on water bodies, the steps the target audience can take to reduce pollutants in stormwater runoff, and water quality impacts associated with illicit discharges and improper disposal of waste.

- a. The following requirements apply:
 - i. **Illicit Discharges:** The permittee must provide information to businesses and the general public regarding the permittee's prohibitions of and the water quality impacts associated with illicit discharges as part of the public education program. The permittee may incorporate the education and outreach to meet this requirement into the education and outreach strategies provided in accordance with Part I.E.1.a.ii. The information must include the following:

- (A) The permittee must determine the targeted businesses that are likely to cause an illicit discharge or improperly dispose of waste. At a minimum, the permittee must identify at least one type of business and a list of those businesses that fit the identified type of business.
 - (B) The permittee must develop and implement at least one education and outreach activity to those businesses identified in Part I.E.1.a.i.(A). Educational materials and activities, individually or as a whole, must describe water quality impacts associated with illicit discharges and the improper disposal of waste, the behaviors of concern, and actions that the business can take to reduce the likelihood of illicit discharges and the improper disposal of waste.
- ii. Education and Outreach Activities Table: Each year, the permittee must implement at least four education and outreach activities (bulleted items) and at least two must be from the Active and Interactive Outreach column. The activities can be the same from year to year or be different each year.

Passive Outreach (pick any two bullets each year)	Active and Interactive Outreach (pick any two bullets each year)
<ul style="list-style-type: none"> • Bus shelter/bench advertisement • Billboard/dasher board advertisement • Vehicle/bus advertisement • Radio/television/movie theatre advertisement • Newspaper advertisement • Distribute educational materials by brochure • Distribute educational materials by fact sheet • Distribute educational material by utility bill insert • Publish article (hard copy or electronic) • Storm drain marking by permittee staff that maintains 25% of permittee maintained inlets. • Stormwater related signage • Web site <p style="color: blue; margin-left: 20px;"><i>Drainages</i></p>	<ul style="list-style-type: none"> • Ongoing advertisement/promotion of a stormwater hotline number or other method to report an illicit discharge • Ongoing advertisement/promotion on how to get more information about the stormwater program • Ongoing social media program • Web site that is interactive or contains stormwater information that includes actions that can be taken to reduce stormwater pollution • Newsletter (hard copy or electronic) • Promotion of existing local stormwater/environmental events or program that help protect water quality • Distribute promotional items or giveaways • Participate in or sponsor a water festival which involves populations that exist within the permit boundary • Participate in or sponsor a waterway clean-up and trash removal event • Participate in or sponsor a service project • Participate in or sponsor a stormwater or environmental presentation • Participate in or sponsor a stormwater or environmental event • Participate in or sponsor community project based programs that investigate watershed health and meet applicable school Science, Technology, Engineering and Math (STEM) standards • Participate in or sponsor a household hazardous waste event • Participate in or sponsor an Adopt-a-Street program • Participate in or sponsor an Adopt-a-Waterway program • Participate in or sponsor an Adopt-a-Storm Drain program • Provide ongoing access to motor vehicle fluids recycling program • Stormwater booth at a community event • Conduct a stormwater survey • Storm drain marking program performed by the public/community • Pet waste stations - <i>PARKS</i> • Participate in, plan or present stormwater materials to schools • Stormwater demonstration projects that show control measures or other pollutant reduction methods <p style="color: blue; margin-left: 20px;"><i>RIVER CLEANUP</i></p>

iii. Nutrients: As part of their public education program, the permittee must specifically address the reduction of water quality impacts associated with nitrogen and phosphorus in discharges from the MS4. Permittees can meet the requirements of this section through contribution to a collaborative program to evaluate, identify, target, and provide outreach that addresses sources state-wide or within the specific region or watershed that includes the receiving waters impacted by the MS4 permittee's discharge.

(A) The permittee must determine the targeted sources (e.g., residential, industrial, agricultural, or commercial) that are contributing to, or have the potential to

contribute, nutrients to the waters receiving the discharge authorized under the MS4 permit.

- (B) The permittee must prioritize which targeted sources are likely to obtain a reduction in nutrient discharges through education. The permittee must distribute educational materials or equivalent outreach to the prioritized targeted sources. Educational materials or equivalent outreach, individually or as a whole, must describe stormwater quality impacts associated with nitrogen and phosphorus in stormwater runoff and illicit discharges, the behaviors of concern, and actions that the target source can take to reduce nutrients. The permittee may incorporate the education and outreach to meet this requirement into the education and outreach strategies provided in accordance with Part I.E.1.a.ii.
- b. Recordkeeping: The permittee must maintain the following records for activities to meet the requirements of Part I.E.1 and Part I.K.2.:
 - i. Illicit Discharges: A written list of the targeted business(es) that are likely to cause an illicit discharge or improperly dispose of waste and the education and outreach activity for the targeted business(es).
 - ii. Education and Outreach Activities: A written list of the targeted pollutant sources and/or pollutants, the target audience, and distribution mechanism for each activity and the following:
 - (A) Dates the activities were implemented, including, as applicable, dates of events and the materials that were made available.
 - (B) Documentation of the activities that were provided and/or made available and the dates of distribution. Signs, markers, or equivalent intended to be maintained for the permit term must be described with location information.
 - iii. Nutrients: A written list of the targeted sources that are contributing to, or have the potential to contribute nutrients to stormwater and the education and outreach activity for the targeted sources.
- c. Program Description Document: The permittee must provide a list of the following information:
 - i. Illicit Discharges: A list of citation(s) and location(s) of the written procedures used to determine the targeted business(es), the outreach activity(ies) conducted, and the outreach distribution mechanism(s).
 - ii. Education and Outreach Activities: A list of the activities from Table 1 selected for implementation for each calendar year.
 - iii. Nutrients: A list of citation(s) and location(s) of the written procedures used to determine factors considered and the targeted sources, the prioritized targeted sources, the outreach activities conducted, and the outreach distribution mechanisms.

2. Illicit Discharge Detection and Elimination

The permittee must implement a program to effectively prohibit illicit discharges.

- a. The following requirements apply:
 - i. Storm Sewer System Map: The permittee shall maintain a current map of the location of all MS4 outfalls within the permit area, and the names and location of all state waters that receive discharges from those outfalls. A "municipal separate storm sewer system outfall" (outfall) is a point source, as defined herein, at the point where a municipal separate storm sewer discharges to state waters. A "municipal separate storm sewer system outfall" does not include the point where a municipal separate storm sewer discharges into an open conveyance connecting two municipal separate storm sewers, or pipes, tunnels or other conveyances which connect segments of the same stream or other state waters and are used to convey state waters. A "point source" is any discernible, confined, and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well,

Attachment #2
CDPHE Fact Sheet to Permit COR09000
Fact Sheet Pages 24-26 Public Involvement/Participation

available to the public at reasonable times during regular business hours (see 61.5(4) for confidentiality provision). (The permittee may assess a reasonable charge for copying. The permittee may require a member of the public to provide advance notice.)”

The PDD is developed and maintained by the permittee and only submitted to the division upon request. This is a substantial change from the previous permit, which required the submittal of the permittee’s PDD. The permit no longer requires the division to review, approve, and provide public notice on the PDDs during the general permit certification process. In addition, permittees had to submit information to the division when they modified the PDD. This change also resulted in the program modification section of the previous permit no longer being applicable and has been removed.

The renewal permit includes a requirement that the PDD be submitted to the division within 10-days of a request. This timeframe recognizes that a document that is intended to reflect current conditions must be updated periodically and may not be immediately available.

3. Modification

Permittee feedback during audits indicated that permittees were reluctant to make changes to their program descriptions submitted to the division under the previous permit because of confusion or concern over the division’s review and approval process. The renewal permit has specific requirements for the PDD and allows the permittee to tailor and modify their selection and implementation of controls as needed. Permittees no longer need division review or approval to modify their PDD. In addition, the renewal permit eliminates the requirement that the PDD receive public notice. Instead, the renewal permit includes all of practice-based effluent limitations and will receive public notice and comment through the permit development process.

D. PUBLIC INVOLVEMENT/PARTICIPATION

Section 61.8(11)(a)(ii)(B) of Regulation 61 states:

Public involvement/participation. The permittee must, at a minimum, comply with state and local public notice requirements when implementing the stormwater management programs required under the permit. Notice of all public hearings should be published in a community publication or newspaper of general circulation, to provide opportunities for public involvement that reach a majority of citizens through the notification process.

Volume 64, number 235, page 68755 of the Phase II Rule gives two benefits of public participation. “First, early and frequent public involvement can shorten implementation schedules and broaden public support for a program.” “Second, public participation is likely to ensure a more successful storm water program by providing valuable expertise and a conduit to other programs and governments.”

Volume 64, number 235, page 68787 of the Phase II Rule states that:

EPA believes that an educated and actively involved public is essential to a successful municipal storm water program. An educated public increases program compliance from



residents and businesses as they realize their individual and collective responsibility for protecting water resources (e.g., the residents and businesses could be subject to a local ordinance that prohibits dumping used oil down storm sewers). Finally, the program is also more likely to receive public support and participation when the public is actively involved from the program's inception and allowed to participate in the decision making process.

The Public Participation section requires the permittee to actively involve the public in the development and implementation of the stormwater program. This includes a requirement that the permittee set up a process to respond to public complaints of illicit discharges, pollution from construction sites, pollution from municipal yards, etc. On the other hand, the Public Education and Outreach section requires the permittee to educate the public about the impacts of polluted stormwater and the steps that the public can take to reduce stormwater pollution.

The division has moved the Public Involvement/Participation section from the Pollutant Restrictions, Prohibitions, and Reduction Requirements and Recordkeeping section, because these are not practices implemented to minimize the discharge of pollutants to the MS4. A requirement for the permittee to accept and respond to public information that was in the Construction Sites program has also been relocated to consolidate Public Involvement and Participation.

1. Public Involvement and Participation Process

“At a Minimum”

Regulation 61 uses “at a minimum” throughout the regulation to set a minimum standard. Permittees may incorporate additional standards into their program, but the permit outlines the minimum elements that must be met under each requirement to meet MEP.

Volume 64, number 235, page 68755 of the Phase II Rule states that “public involvement is an integral part of the small MS4 stormwater program.” The public has two opportunities to comment—they can comment on the requirements listed in this permit through the division’s public notice process and can comment on a permittee’s specific stormwater program elements, such as the regulatory mechanism and PDD.

- a. The permittee must follow their own public notice procedures (if applicable). In addition, the permittee must follow the public notice requirements required by their state or local regulatory mechanism. For example, many municipalities require a public notice process when updating a code or ordinance. Alternatively, if the permittee does not have a required public notice process when updating a document such as a PDD, then the permittee does not have to implement their public notice procedures. This permit requirement simply requires the permittee to follow their own public notice procedures, when required, when implementing the requirements of this permit.
- b. The first sentence of this requirement has not changed from the previous permit. The division, however, has added the second sentence as a requirement. Although a web page dedicated to the permittee’s stormwater program is not required under this permit, a statement on the permittee’s web site must be provided stating that the PDD is publically available for review and comment..



- c. The public typically calls a permittee for two stormwater-related issues—illicit discharges and pollutants from construction sites, development sites, and municipal operations. This requirement in the renewal permit requires the permittee to be able to address such complaints and concerns from their citizens.

2. Recordkeeping

This is a new section of the permit. This section lists the records that must be maintained under this requirement. Permittees have the flexibility to keep all of the records in one location or database or have different locations and databases for different sections of the permit.

3. PDD

This is a new section of the permit. This section describes the type of information that needs to be in the PDD. As stated above, some permittees might choose to include and maintain all of the original documents in the PDD whereas other permittees might choose to simply list the applicable documents and where they can be found.

E. POLLUTANT RESTRICTIONS, PROHIBITIONS, AND REDUCTION REQUIREMENTS AND RECORDKEEPING

Section 61.2(26) of Regulation 61 states that “an effluent limitation is any restriction or prohibition established under this article or Federal law on quantities, rates, and concentrations of chemical, physical, biological, and other constituents which are discharged from point sources into state waters, including, but not limited to, standards of performance for new sources, toxic effluent standards and schedules of compliance.” In addition, Section 61.8(3)(r) of Regulation 61 requires that “the permit shall include best management practices to control or abate the discharge of pollutants when numeric effluent limitations are infeasible, when the practices are reasonably necessary to achieve effluent limitations and standards, or when authorized under 304(e) of the federal act for control of toxic pollutants and hazardous substances.”

Effluent limitations include “standards of performance”, otherwise known as practice-based effluent limitations. Effluent limitations are typically expressed as practice-based limits or numeric limits. The renewal permit contains practice-based effluent limits and not numeric effluent limits.

One of the division’s responsibilities under section 25-8-202(7)(b)(I) of the Colorado Water Quality Control Act (25-8-202(7)(b)(I)) states that “the division shall be solely responsible for the issuance and enforcement of permits authorizing point source discharges to surface waters of the state affected by such discharges.” The division’s responsibility is to ensure that permittees are implementing the requirements of the permit. Without numeric data, the division is left with ensuring that all practice-based effluent limits and control measures are being met.

The division has relocated the practice-based permit conditions that were previously under the CDPS Stormwater Management Program section to the Pollutant Restrictions, Prohibitions, and Reduction Requirements and Recordkeeping section of the renewal permit. The Pollutant Restrictions, Prohibitions, and Reduction Requirements and Recordkeeping s section of the permit

