



**CITY OF GREELEY
Purchasing**

**Request for Proposal
RFP #F24-10-086**

Citywide On Call Clean-up, Biohazard Clean-up and Restoration

for

**DEPARTMENT OF PUBLIC WORKS, WATER and SEWER and
CULTURE PARKS AND RECREATION**

REQUEST FOR PROPOSAL (RFP)
RFP #F24-10-086

Procurement Contact: Margaret Almanzar
Email Address: Purchasing@greeleygov.com
Telephone Number: 970-350-9794

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 DURING THE COVID-19 EVENT

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 PDF file under 20MB. The Proposal must not exceed 20 total pages, excluding cover letter, index or table of contents, front and back covers, detailed cost proposal, any mandatory required exhibits, 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

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	10/8/2024
Optional Pre-Proposal Conference	10/14/2024 at 3:00 p.m. via Microsoft Teams
Inquiry Deadline	10/17/2024 by 2:00 p.m. emailed to purchasing@greeleygov.com
Final Addendum Issued	10/23/2024
Proposal Due Date	10/30/2024 by 11:00 a.m. emailed to purchasing@greeleygov.com
Interviews (tentative)	To Be Determined
Notice of Award (tentative)	11/8/2024

Invitation for you to attend a Pre-Proposal meeting via Microsoft Teams, Monday, October 14, 2024, at 3:00 P.M. (MST)

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 286 625 889 212

Passcode: qaPhB8

Dial in by phone

[+1 347-966-8471,,936049388#](#) United States, New York City

[Find a local number](#)

Phone conference ID: 936 049 388#

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

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

The City of Greeley is a home rule municipality with a council-manager form of government and is the county seat and the most populous municipality of Weld County, Colorado. Greeley is in northern Colorado and is situated 52 miles north-northeast of the Colorado State Capitol in Denver. According to the U.S. Census Bureau, the population of the city is roughly 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.

The City of Greeley, Colorado, is seeking proposals from qualified and experienced contractors to provide on-call clean-up, restoration, and biohazard clean-up services for not only various public spaces within the city but occasionally on private property for various code compliance related violations. These services are vital for ensuring Greeley is Clean, Safe and Beautiful. The chosen contractor will demonstrate the ability to perform these services efficiently and sustainably, contributing to the overall Clean, Safe and Beautiful goals of the Greeley community.

B. Overview

The selected contractor(s) will be responsible for delivering a full range of clean-up, bio-hazard remediation and restoration services, including but not limited to debris/ trash removal, bodily fluid cleaning, encampment clean-ups and others listed within the Scope of Work. These services may be performed on a scheduled basis or in response to emergency or special situations, ensuring that all designated areas are kept in a safe, clean, and beautiful.

C. Goals

This Request for Proposal (RFP) for aims to establish a comprehensive and transparent framework for soliciting competitive bids from qualified offerors to fulfill the ongoing needs of the City of Greeley. The primary goal is to identify multiple contractors who can provide high-quality and cost-effective services tailored to ensure Greeley is Clean, Safe and Beautiful. Ultimately, the RFP seeks to facilitate a fair and competitive selection process that results in the engagement of a qualified partners committed to enhancing the below areas.

- **Public Health and Safety:** Ensure the removal and proper disposal of bio-hazardous materials to protect public health and safety.
- **Maintain Clean, Safe and Beautiful Public Spaces:** Clean and restore public spaces to prevent hazards and enhance the quality of life for Greeley's residents and visitors.
- **Environmental Stewardship:** Use eco-friendly methods and practices to minimize environmental impact while performing clean-up and restoration services.
- **Efficient and Responsive Service:** Provide timely and effective responses to clean-up needs, including emergencies, to ensure public spaces are promptly restored to a safe and usable condition.
- **Comprehensive Restoration:** Restore areas affected by damage, ensuring that they are returned to their original or improved condition.

SECTION II. STATEMENT OF WORK

A. Scope of Services

The City of Greeley is seeking Professional Service Providers to assist with clean-up, including biohazard, and restoration services. This RFP will be utilized to select and award contracts to several Service Providers to be utilized at various locations across the city. Service Providers can choose to include pricing one or all of the individual work order types. Work will be directed by the work order process as outlined within this document. The Service Provider shall provide all administrative oversight, equipment, labor, and materials necessary for performing the services that meet the intent as stated in the attached specifications. The city does not guarantee work if a Service Provider is selected for future work based only on hourly rates. The city expects the contractor to comply with State and Federal regulations related to emission control for equipment.

Work Order Procedure

As this RFP intends to award contracts to multiple Professional Service Providers, selection of specific Service Providers for individual Work Orders will be made at the discretion of the City Project Manager. The City reserves the right to request unit-price quotes from all selected Service Providers for any Work Order. Factors that will influence selection include, but are not limited to cost, availability, past performance, expertise and knowledge in specific industry standards.

- All job estimates must be submitted on a unit price basis consistent with the prices established in the Bid Schedule section.
- Service Provider will invoice for all jobs completed on a unit price basis with the prices established by the Services Agreement.
- Each Work Order shall be signed and returned to the issuing department within 48 hours. Work Orders must be signed by all parties prior to commencement of any work.
- Work Order number must be included on the billing invoices.
- Items not listed within the established Bid Schedule shall be broken down by material cost, material mark-up (if applicable) and labor hours.
- Work Orders shall include all mandatory information.
- Compliance with documented bid specifications is required as part of each work order.

Administrative Oversight

1. Objective: Administrative oversight shall be performed to ensure contract compliance and quality control of work in accordance with best management practices.
 - a. Personnel: The Provider shall furnish sufficient supervisory and working personnel qualified and capable of performing all work required under this contract. The Provider and his employees shall always conduct themselves in a professional and efficient manner. All persons engaged in the work will be considered employees of the Provider. The Provider shall be held directly responsible for the work of all employees and subcontractors. The City may require the Provider to remove any employee(s) deemed careless, incompetent, or otherwise objectionable due to improper behavior, whose continued employment on the job is contrary to the best interests of the City. The Provider shall always have competent working supervisors on the job who can be qualified to discuss matters pertaining to adherence to the contract requirements with the Project Manager. Each Provider crew shall have at least one fluent English-speaking employee able to translate directions to the crew members if they do not speak English. The employees shall always wear clothing that identifies them as employees of the Provider's company. Company vehicles shall always have a company-identifying marker prominently displayed. The Provider shall train employees on best management practices.
 - b. Damages: The Provider shall be responsible for all damages, losses or injuries that occur as a result of the fault or negligence of said Provider or his employees in connection with the performance of this work. All portions of existing structures, facilities, or equipment, which are damaged, as a result of the Provider's performance shall be repaired or replaced to a new condition. The Provider shall perform all work of this kind at no cost to the City. Repairs shall be made on the day of damage or alteration, unless otherwise directed by the City. Damages due to acts of God, vandalism, vehicular damage, theft, or other mysterious damages that are not a result of the Provider, shall be repaired at City expense by the Provider on a time and materials basis. Notify City PM of such damages immediately upon discovery. If the Provider does not agree with the City Representative, a judgment hearing will be held with the respective Division Manager.
 - c. Schedule. The Provider will comply, if necessary, with all components as outlined within the Public Space Permitting process. The Provider shall establish and update a schedule of routine work to be followed in the performance of this contract. It is the expectation that response times shall be 4 hours for emergency Biohazard Clean-ups:
 - ii. Non-urgent communication: 48 hours
 - d. Quality Control, Invoicing & Reporting
 - i. Within the first business five days of each contract month, the Provider shall submit, along with their monthly invoice(s), a detailed Maintenance Performance Report (MPR) for work included in the prior month. The report shall include (but is not limited to) the following information:

- e. Identifying Work Order
- f. Site Information
- g. Work details (i.e., yards of trash cleaned, work performed, etc.)
- h. Inspection
 - i. It shall be the Service Provider's responsibility to notify the City Project Manager, or their representative, that the work is complete and ready for inspection. Every request for inspection shall be made two business days before inspection is desired unless an alternative time frame has been previously agreed upon by the City Project Manager and Service Provider. Any work completed by the Service Provider and not inspected and accepted by the city may be required to be removed and replaced at the Service Provider's expense.
- i. The Provider shall furnish all labor, materials, and equipment to perform the operations in accordance with the requirements specified herein.
- j. It is the bidder's/provider's responsibility to verify measurement units and visit the sites specified.
 - i. If a Provider plans on using a sub-Provider for the purpose of assistance with the contract, Provider shall list said subcontractors (include in response to bid) with the designated person in charge, phone number, address, and sites they will be maintaining.
- k. Provider will comply with all specifications outlined within this scope of work and/or any other documented City of Greeley Standards.

Work Order Overview:

WORK ORDER #	AREA
1	Routine Clean-Up Services
2	On-Call Clean-Up Services
3	On-Call Restoration Services

Utilizing the provided tables, bidders may respond to all or any of the identified work orders.

Work Order #1 – Routine Clean-up Services

Routine Clean-Up Services – Based off budget and staffing needs, any city department may utilize this section for ongoing/ reoccurring and routine clean-up service needs.

- Litter and Debris Removal/ Cleaning: Regular collection and disposal of litter and debris from Public Spaces (i.e., streets, sidewalks, parks, and other municipal properties).
- Waste Management: Proper disposal of all waste materials, including the recycling and composting of appropriate items, in accordance with local and state regulations.
- Public Restroom Maintenance: Cleaning, sanitizing, and restocking public restrooms.
- Graffiti Removal: Prompt removal of graffiti from public surfaces, including walls, benches, signage, and other structures.

HOURLY RATES	Quantity	Unit	Unit Cost
Site Foreman/Crew Chief	1	HOUR	\$
General Labor	1	HOUR	\$
Equipment Operator	1	HOUR	\$
Materials Markup		%	%
Services Markup (i.e. dump fees)		%	%
Other			

Work Order #2 – On-Call Clean-up Services

- The City historically has had to clean-up both public spaces (i.e., encampment 12 # of public space clean-ups resulting in 629 cubic yards of trash and 19 in private property abatements resulting in 19 cubic yards of trash. As part of the services the City of Greeley provides, there are times where areas of the public space (i.e., bus stops, buses, public buildings, etc.) need to be cleaned of bio-hazards to ensure public safety. These situations often require a quick response.
- Bio-Hazard Clean-Up: Safe, compliant and timely removal of bio-hazardous materials, including blood, bodily fluids, sharps, and other potentially infectious substances.
- Decontamination: Thorough cleaning and disinfection of affected areas to eliminate bio-hazardous risks and restore safety.
- Hazardous Waste Disposal: Proper containment, transport, and disposal of bio-hazardous materials in accordance with federal, state, and local regulations.

HOURLY RATES	Quantity	Unit	Unit Cost
Site Foreman/Crew Chief	1	HOUR	\$
General Labor	1	HOUR	\$
Equipment Operator	1	HOUR	\$
Materials Markup		%	%
Services Markup (i.e. dump fees)		%	%
Ability to Meet Preferred Response Time of 4 Hours If no, please notate offerors response time.			<input type="checkbox"/> No <input type="checkbox"/> Yes
Other			Response Time

Work Order #3 – On-Call Restoration Services

From time to time there restoration services are needed.

- Vandalism Repair: Repair and restoration of public property damaged by vandalism, including painting, replacing fixtures, and restoring surfaces.
- Storm and Weather Damage Restoration: Clean-up and restoration of public spaces following storms, floods, or other natural events, including debris removal and minor structural repairs.
- Accident and Incident Response: Clean-up and restoration following crashes or incidents that result in damage to public spaces, including roadways, parks, and public buildings.

HOURLY RATES	Quantity	Unit	Unit Cost
Site Foreman/Crew Chief	1	HOUR	\$
General Labor	1	HOUR	\$
Equipment Operator	1	HOUR	\$
Materials Markup		%	%
Services Markup (i.e. dump fees)		%	%
Other			

Service Provider Representative:

Name: _____

Telephone: _____

Email: _____

Location: _____

B. Period of Award

The completion date of providing the required product and services shall be November, 30, 2025.

This contract shall be an annual agreement with an option for four (4) annual renewals utilizing the annual escalator of consumer price index.

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

C. Minimum Mandatory Qualifications of Offeror

- The responding firms shall meet the following minimum mandatory qualifications for the proposal to be considered for evaluation. Any submittal not meeting a minimum qualification will be disqualified and cannot be considered for further evaluation. Company shall have experience for responding company. The company should be able to, in response, demonstrate experience with Biohazard Waste Clean-up.

SECTION III. ADMINISTRATIVE INFORMATION

A. Issuing Office

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

B. Official Means of Communication

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

C. Inquiries

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

E-Mail: Purchasing@greeleygov.com
Subject Line: RFP #F24-10-086

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.**

I. Protested Solicitations and Awards

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

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

J. Confidential/Proprietary Information

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

K. Acceptance of Proposal Content

The contents of the proposal (including persons specified to implement the project) of the successful offeror 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. **A submission for this RFP indicates acceptance of the terms and conditions of the contract.**

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 City of Greeley's Department of Communications and Engagement.

T. Certification of Independent Price Determination

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

U. Taxes

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

V. Assignment and Delegation

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

W. Availability of Funds

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

X. Standard of Conduct

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

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

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

Agents and employees of Contractor or Consultant working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the contractor or consultant shall require each of their employees to wear uniforms identifying: the contractor or consultant.

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.

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.

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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 proposals are received at the City of Greeley's Purchasing Division on or before the qualifications due date and time.

SECTION V. RESPONSE FORMAT

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

A. Cover Letter

Include a cover letter introducing your company, summarizing your qualifications. This letter should also provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).

B. Use of Subcontractors/Partners

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

C. Minimum Mandatory Qualifications

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

D. Company Information

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

E. Evaluation Criteria

Evaluation Criterion #1 - Company and Personnel Qualifications

1. Describe your customer service philosophy.
2. Provide information from at least three accounts of similar scope. Include, at a minimum, the following information:

1) Company Name, 2) Contact Name, 3) Phone Number, 4) Email Address, 5) Brief description of project scope and value, 6) Status of project.

The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
3. Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.
4. 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.
5. Describe the methods and timeline of communication your firm will use with the City's project manager.

Evaluation Criterion #2 – Approach to Scope of Work

1. Describe any project approaches or ideas that you would apply to this project and that you feel would enhance the quality of your services.
2. Describe how the team will handle quality control, specifically how design issues would be monitored and resolved, plans checked and cross-referenced and bid documents ensured to be complete, accurate, and coordinated with subcontractors.

Evaluation Criterion #3 - Value/Cost of Efforts

All responses must utilize the format provided in the above work order templates.

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 3.

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

Evaluation Criteria:

- 1. Company and Personnel Qualifications:.....30 Points
- 2. Approach to Scope of Work:.....30 Points
- 3. Fees:40 Points

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

B. Billing Rates and Direct Expenses

The offeror shall submit a billing rate schedule listing the professional classifications of staff and their hourly billing rates. This includes any sub-consultants being proposed as part of the offerors' team. Direct expenses, whether by prime or sub-consultant, will be direct pass through to the city and no markup will be allowed on direct expenses. Mileage, hotel and per diem expenses will be per Federal/IRS guidance.

C. Determination of Responsibility of the Offeror

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

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

COOPERATIVE PURCHASING STATEMENT

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

**EXHIBIT 1
PROPOSAL ACKNOWLEDGEMENT**

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

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

By signing below, you agree to all terms & conditions in this RFP.

Original Signature by Authorized Officer/Agent

Type or printed name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

Website Address

City, State, Zip

Proposal Valid Until (at least for 90 days)

E-Mail Address

Project Manager:

Name (Printed)

Phone Number

Vendor Mailing Address

City, State, Zip

E-Mail Address

Exhibit 2

SAMPLE CONTRACT

To access the sample contract, please click the link below.

[COG Master Services Contract with Work Orders.doc](#)

EXHIBIT 4
DEBARMENT/SUSPENSION CERTIFICATION STATEMENT
(Include one for each sub-consultant as applicable)

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.

UEI # (Optional) _____

Name of Organization _____

Address _____

Authorized Signature _____

Title _____

Date _____