



**CITY OF GREELEY  
Purchasing**

**Request for Proposal  
RFP #F24-10-094**

**Content Management System (CMS)**

**for**

**Information and Technology Department**

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**REQUEST FOR PROPOSAL (RFP)**  
**RFP #F24-10-093**

Procurement Contact: Alec Keiser  
Email Address: Purchasing@greeleygov.com  
Telephone Number: 970-336-4246

**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](mailto: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. No Bids, Proposals, or other relevant documentation should be submitted via Bidnet. **Any Proposals or Bids submitted via Bidnet will not be accepted.**

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB. The Proposal must not exceed 30 total pages, excluding cover letter, index or table of contents, front and back covers, and title pages/separation tabs. Pages shall be 8 ½ x 11 inches except for up to four (4) pages of 11 x 17 inches. Eleven-point font or larger must be used for the proposal and appendices. Resumes included as an appendix are not considered part of the 30 pages.

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

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

<b>Schedule of Events (subject to change)</b>	<b>All times are MST</b>
RFP Issued	Monday, October 28th
Recommended Pre-Proposal Conference	Monday, November 4 <sup>th</sup> 9am -10am via teams
Inquiry Deadline	Friday, November 8 <sup>th</sup> , 12:00 (Noon) PM
Final Addendum Issued	Wednesday, November 13th, 2024
Proposal Due Date	Monday, November 18, 2024, at 3:00 PM
Interviews and Product Demonstration (Tentative)	Second Week of December Via Microsoft teams
Notice of Award (Tentative)	By the End of the Calendar Year

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***Pre-Proposal Link***

**Microsoft Teams [Need help?](#)**

**[Join the meeting now](#)**

Meeting ID: 232 075 887 485

Passcode: ujrFPP

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**Dial in by phone**

**[+1 347-966-8471](tel:+13479668471),[859578581](tel:+1859578581)# United States, New York City**

**[Find a local number](#)**

Phone conference ID: 859 578 581#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

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## EXHIBITS

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1	Proposal Acknowledgement
2	Sample Contract
3	Insurance
4	Debarment Form

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

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

### **A. Background**

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

### **B. Overview**

The City of Greeley is seeking proposals for a modern, robust and user-friendly Content Management System (CMS) to enhance its digital presence and improve communication with citizens with speed and agility. This RFP outlines the requirements, objectives, and evaluation criteria for potential vendors.

### **C. Goals**

The primary objectives of this project are:

- A scalable and user-friendly CMS to manage the city's official website (<http://www.greeleygov.com>)
- Improve citizen experience and engagement through accessible and up-to-date information
- Streamline and decentralize internal content creation and management processes
- Ensure compliance with accessibility standards and security requirements
- Facilitate integration with existing city systems and future digital initiatives

## SECTION II. STATEMENT OF WORK

### A. Scope of Services

In Section II, A, Go-Live refers to the date or period of successful licensing of the Content Management System (CMS). Please see the below requirements for the Platform and Support Services:

#### a. Complete System

The City expects the Awarded Proposer to provide a complete, turnkey solution to include production, testing, backup/failover, and training environments.

The solution will be delivered as a SaaS solution including software, professional services, and any 3rd party software and interfaces necessary to implement and support a system that meets all City requirements as outlined in the Section I, C goals and Section II, A Scope of Services and Product specifications.

The City's Information Technology Department is assuming that there will be no on-premises software or hardware requirements. If any hardware or software is required to be installed on-premises, the Vendor must clearly specify what that hardware or software is and the reason it needs to be on-premises in their proposal.

If the Vendor utilizes one or more subcontractors, the prime contractor will assume all responsibility for performance of services by the subcontractor(s). The City must be named as a third-party beneficiary in all subcontracts.

#### b. System Software

The Awarded Proposer is required to provide continuous support on all required system software for the duration of the implementation and during the subsequent support and maintenance period, as outlined in Section II, z. This includes ensuring that all system software versions are kept up to date with any patches, updates and major releases.

The City expects to benefit from the collective experience and knowledge of the Vendor and user groups associated with their client base. The City recognizes that this may require changes to certain procedures or ways of doing things and is willing to make those changes, so long as they can be shown to improve the operations' overall speed, quality and/or accuracy; If, and only if, these improvements do not break any confidentiality or state/federal/local laws. The City also recognizes that certain operational needs may require some level of system enhancement or customization, although the City expects these to be kept to a minimum and requires a way in which to predict and budget for these modifications.

#### c. Software Accessibility

The City of Greeley is a municipality of Colorado and subject to the provisions of HB21-1110. A link to the state requirements related to IT Accessibility can be found at <https://leg.colorado.gov/bills/hb21-1110>

The City of Greeley supports the procurement of accessible information technology under Section 508 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 along with its 2008 Amendments, and Colorado House Bill 21-1110. Wherever practicable, the City of Greeley shall procure information technology that meets accessibility requirements as specified by the Web Content Accessibility Guidelines (WCAG 2.1 AA).

The assessment tool applies to all solicitations, responses thereto, and contracts for websites, web applications, software systems, electronic documents, e-learning, multimedia, and programmable user interfaces wherever practicable. It covers the technology's user interface, access, and content; but does not cover content that a user may encounter after leaving the covered technology (example: links

to other web content). It applies to all technology interfaces that are intended for use by the community and the City of Greeley.

Proposers shall be required to demonstrate that information technology provided to the City of Greeley conforms to or addresses each of the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG) 2.1, Level AA success criteria wherever demonstrating such performance is practicable. Vendors may do so by providing any of the following:

- An independent third-party evaluation from an accessibility consultancy.
- A Voluntary Product Accessibility Template (VPAT). If a VPAT is used, it must use the VPAT 2.4Rev WCAG template, which is based on WCAG 2.0 and 2.1. The VPAT 2.4Rev WCAG template is available from the Information Technology Industry Council at <http://www.itic.org/policy/accessibility>.

The City will validate accessibility information received from all proposers. Wherever practicable, the City of Greeley Information and Technology department, in consultation with the City of Greeley's Purchasing Division, will attempt to validate the information provided by bidders and vendors, by:

- Obtaining additional information from the bidder or vendor to develop a complete and thorough understanding of the accessibility or the product or service.
- Consulting with independent third parties who have evaluated the product or service for accessibility.
- Conducting an internal evaluation of the accessibility of the product or service

The City hold the right to do the above items without notice to the Awarded Proposer.

#### **d. Hardware & Infrastructure**

The City requires an off-premises SaaS solution. The selected Vendor will assume all costs associated with increasing capacity or performance as necessary to maintain the required service levels and volume requirements during the implementation and post-implementation support periods.

The City plans to provide and support the required network infrastructure and client-side (desktop) hardware and software, per Vendor specifications. Any equipment installed during and after implementation, such as point of sale terminals, must be "New" and will not have been used since manufacture and shall be current models of modern technology in current production and not scheduled to retire within the next 24 months.

#### **e. Network Connectivity**

Connection to the City network requires the proposed solution to support IP v4/6. Proposers should describe all connectivity requirements for the solution. All City departments are attached to the network with desktop and laptop computers running Microsoft Windows 10 or higher. Microsoft Windows 2018/2022 servers are used for file and print services. Our Exchange environment is a hybrid of M365 and on-prem servers with all mailboxes in the cloud.

#### **f. System Response Time, Uptime and Failover**

The Content Management System will be expected to meet high-performance levels during peak operations and deliver exceptional system uptime that will be documented in the final contract.

The City considers any Vendor provided solutions and interfaces/integrations when validating performance. The City will look at performance and response time based on:

- Normal operations where typical employee platform users are logged into the system.
- Normal user loads.

The following specifications describe the expected minimum performance requirements for the system

following the City's formal acceptance of the system and throughout the life of the contract between the City and the Awarded Proposer. This represents the City's expectations for system availability, performance, restoral times, as well as potential credits to the City if the Vendor fails to meet the contractually agreed SLAs. During contract negotiations, the City will negotiate remediation procedures and maintenance credits for failure to meet the requirements as described if the contract language does not suffice.

**g. Data Ownership**

The City of Greeley exclusively owns all rights, title, and interest in and to the Customer Data, including where contained or stored in the SaaS Solutions as provided to City and subject to City's right to de-identify Customer Data. City may use Customer Data as necessary to fulfill its obligations under this Agreement and for any other lawful internal business purpose including in connection with developing or enhancing new or existing SaaS Solutions.

**h. Failover Requirements**

The Awarded Proposer is required to provide a high availability failover solution that ensures continuous operation and access to all operational system functions and data in the event of a complete and catastrophic failure of the primary location where the implemented system is installed without manual intervention.

After failover, the Awarded Proposer is required to notify the City of the return of the primary production system functionality and a report of any potential data loss. Within two business days, failure to notify may require legal action.

Please describe the services you provide around disaster recovery, if any, as part of your proposed solution clearly labeled Disaster Recovery and Failover Measures.

**i. System Data Retention and Backup**

The City of Greeley is subject to the Freedom of Information Act (FOIA), providing the public the right to request access to records. The City is also subject to the Colorado Open Records Act (CORA), providing that all public records shall be open for inspection by any person at reasonable times. Records requests or requestors that cite the Federal Freedom of Information Act shall be treated as though they were made pursuant to the Colorado Open Records Act. As such, the City requires that all Content Management System data be maintained electronically for a period of at least 7 years. In addition, the City requires a complete backup and data retrieval solution that can accommodate retention requirements and response to FOIA/CORA requests.

**j. System Data and Management Reporting**

The Awarded Proposer is required to provide access to all Content Management System data for management reporting and statistical analysis purposes. The Awarded Proposer must provide a solution for a reporting database vs. accessing the production database for reporting unless you can verify that querying the production environment will not impact production operations. The Awarded Proposer is required to provide a management reporting and statistical analysis tool that can be used by managers and system administrators to query, consolidate, and summarize Content Management System information. The Awarded Proposer is also required to provide a mechanism by which the City can access the "raw" Management System data with its own reporting tools.

The system is required to provide module and permission-based dashboards with real-time statistical analysis based on management requirements.

**k. System Interfaces and Integrations**

It is expected that information generally would need to be entered only once into the system. Modules within the system should be integrated in real-time with each other such that batch processes are not

required to transfer information from one area of the system to another unless that is the preference of the City. The City prefers a Content Management System with very user-friendly interface that can be handled with minimal training and without advanced technical skills. Integrations with regards to Digital Asset Management (DAM), workflow, and other platforms will be a priority for the City.

#### **I. Security and Privacy**

The City of Greeley recognizes a Content Management System platform as a highly complex solution used in support of sensitive and regulated public safety processes that require a high degree of integrity, availability and responsiveness. The Awarded Proposer must be able to meet the stringent requirements of the industry regulations and applicable legislation which the City determined our Content Management System must comply. The Awarded Proposer and proposed Content Management System must comply with the requirements of all applicable data privacy and security legislation and regulations of any technology used in the proposed solution that collects, transmits and stores Personally Identifiable Information (PII) and Personal Health Information (PHI).

The Awarded Proposer will provide evidence that confirms their ongoing compliance with the security and privacy requirements for the Content Management System they are proposing in their submission. **The Awarded Proposer will be required to provide evidence confirming their ongoing compliance on a yearly basis, or in the event of a security incident.**

Compliance with the Policy is mandatory, as is any compliance with all applicable privacy and security legislation. Submission of a proposal will serve as the Vendor's acceptance that they will provide ongoing confirmation of compliance as required in this section and as part of the City's contract; **any refusal to comply with this requirement post-submission may render any contract between the City and the Awarded Proposer null and void.**

#### **m. Site Preparation**

The Awarded Proposer is required to provide the City with specific site requirements, if any, necessary to support the proposed solution including, but not limited to electrical, environmental and space requirements. The Awarded Proposer will be required to visit the City facilities to obtain any information necessary to prepare a detailed list of requirements needed for site preparation after an Intent of Award is given.

#### **n. Vendor Personnel**

The Awarded Proposer is required to provide a team of qualified professionals with the required skills and experience necessary to provide platform support and on-demand guidance to the implementation team that will deliver the entire solution through the City's go live. Additionally, the Awarded Proposer is required to provide a relationship/sales lead to be the City's single point of contact until go-live

#### **o. Client Personnel**

The City will assist the Awarded Proposer and ensure client requests are processed in a timely fashion. It will be the responsibility of the Awarded Proposer to coordinate all requests with the City's designated project manager and other key City personnel to ensure the CMS platform is operating to specification.

#### **p. Support and Ongoing Maintenance**

The City expects to enter into a maintenance and support agreement with the Vendor for a minimum of five one-year periods. The Vendor is required to provide full, end-to-end support of all system software and hardware. The support agreement must provide for 24x7x365 coverage for all critical system components (except during pre-approved system maintenance windows). At a minimum, the support agreement must include guaranteed response times for each severity level, resolution response times, clear contact and escalation procedures, reporting requirements and procedures, and the role of the City help desk.



The City considers any portion of the system that is unavailable as an issue of the highest severity level.

The City expects the Awarded Proposer to provide critical issue support to City IT personnel.

The City expects that the annual support and maintenance agreement will include a mechanism for planning for and controlling costs related to necessary future system enhancements, upgrades or changes that may be required due to changing operational conditions.

**q. Additional Requirements**

The Software provided and implemented for the City should meet all the required items listed in Section I, C- Goals and Section II, Scope of Work. In addition to those listed above, all Proposers agree to:

Provide post-live support that shall be included in your proposal's pricing for one-year concluding in December 2025. Please list the rate for additional Post Live Support and other associated fees through the 2029 fiscal year.

The Awarded Vendor shall agree to one (1) monthly meeting (at a minimum) to meet with key City personnel through 2024 and in 2025. Starting in 2026, the vendor shall meet with the City quarterly (every 3 months) to discuss new releases, performance, etc.

**B. Minimum Mandatory Qualifications of Offeror**

- Vendor must be registered and in good standing on SAM.gov prior to receiving payment from the City
- Vendor shall have continuously been in the business of providing software solutions pertaining to Content Management and Digital Asset Management for at least five (5) years, for organizations of similar scope, size and complexity to Greeley CO (verified through references)
- SOC 2 Type II Certified
- PCI Compliant

### 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](http://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 an 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](mailto:Purchasing@greeleygov.com)  
Subject Line: RFP #F24-10-093

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

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

#### D. Insurance

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

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

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

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

#### E. Modification or Withdrawal of Proposals

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

#### F. Minor Informalities

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

#### **G. Responsibility Determination**

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

#### **H. Acceptance of RFP Terms**

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

#### **I. Protested Solicitations and Awards**

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

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

#### **J. Confidential/Proprietary Information**

All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for 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 variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening. **Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the Purchasing Contact listed in this RFP.

#### **K. Acceptance of Proposal Content**

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

#### **L. RFP Cancellation**

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

**M. Negotiation of Award**

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

**N. Contract**

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

**O. RFP Response/Material Ownership**

All material submitted regarding this RFP becomes the property of the City of Greeley, unless otherwise noted in the RFP.

**P. Incurring Costs**

The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

**Q. Utilization of Award by Other Agencies**

The City of Greeley reserves the right to allow other State and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City of Greeley in the current term or in any future terms.

**R. Non-Discrimination**

The offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination based on race, color, religion, national origin, age or sex.

**S. News Releases**

Neither the City, nor the offeror, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval of the other party. Written consent on the City's behalf is provided by the Public Information Office.

**T. Certification of Independent Price Determination**

1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:
  - a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
  - b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
  - c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2. Each person signing the Request for Proposal form of this proposal certifies that:
  - a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above; or
  - b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above.
3. A proposal will not be considered for award where (1.a), (1.c), or (2.) above has been deleted or modified. Where (1.b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.
4. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

#### **U. Taxes**

The City of Greeley is exempt from all federal excise taxes and all Colorado State and local government sales and use taxes. Where applicable, the 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**

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

#### **X. Standard of Conduct**

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

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

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

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

**Y. Damages for Breach of Contract**

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

**Z. Other Statutes**

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

## SECTION IV. PROPOSAL SUBMISSION

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

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

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

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

## SECTION V. RESPONSE FORMAT

The following items are to be included in the 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 qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make the proposal non-responsive). This letter should also provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).

### B. Use of Subcontractors/Partners

There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, the 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.

The City reserves the right to use an implementation partner of their own choosing and separate this portion of work from the proposals as they see fit. Therefore, the proposal should separate, and detail costs associated with implementing your solution.

### 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 with your company.
4. Provide a comprehensive listing of all the services you provide.
5. Please provide three (3) Professional References working for/with Organizations of similar size to the City of Greeley.

### E. Evaluation Criteria

The proposal should address all items outlined in Section I, C- Goals and Section II, Scope of Work. The following are the general areas of evaluation. Failure to adhere to the materials required in Section V may deem your response unresponsive or uncomplying. If deemed uncomplying, your Proposal will not be evaluated. All Criteria will be scored based on a 100 point system and each section will have a maximum score each vendor can score per general area.

1. **Functional Fit (20 points)**
  - a. Capabilities of a CMS to help deliver a comprehensive solution for City of Greeley users.
2. **Technical Fit (20 points)**
  - a. Architectural overview of the CMS that enables the core functional goals, including integrations of external platforms and other technical requirements.
3. **Vendor Viability (15 points)**



- a. Evaluators will score vendors on if the CMS solution proposed will support the City's current and future needs. The City is looking for an industry-leading solution that is not in Beta or any testing phases.

**4. Implementation Feasibility (15 points)**

- a. Overall customer experience and level of support needed during and after the implementation phase.

**5. Total Cost (30 points)**

- a. Total cost of ownership estimation, including baseline licensing fee and cost scenarios for implementation, management, and additional costs. The City will also factor in any one-time costs and the on-going cost to the City.

**F. Disaster Recovery and Failover Measures**

Please include a section that highlights the required items outlined in Section II, H-I.

**G. Proposal Acknowledgement**

Include this form as provided in Exhibit 1.

**H. (Reserved)**

This Section was removed before posting.

**I. Certificate of Insurance**

A sample Certificate of Insurance is provided in Exhibit 3.

**J. Debarment Form**

Include this form as provided in Exhibit 4.

**K. Certificates and Compliance Credentials**

Include this form as provided in Exhibit 5

**L. Pricing Sheet**

Include this form as provided in Exhibit 6

## **SECTION VI. EVALUATION AND AWARD**

### **A. Proposal Evaluation**

All proposals submitted in response to this RFP will be evaluated by a committee and the highest ranked firm will enter into negotiations.

If the City requests presentations by short-listed offerors, committee members may revise their decision process 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 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.

### **B. Determination of Responsibility of the Offeror**

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

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

## **COOPERATIVE PURCHASING STATEMENT**

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

**EXHIBIT 1  
PROPOSAL ACKNOWLEDGEMENT**

The offeror hereby acknowledges receipt of addenda numbers \_\_\_\_\_ through \_\_\_\_\_.

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

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

\_\_\_\_\_  
Original Signature by Authorized Officer/Agent

\_\_\_\_\_  
Type or printed name of person signing

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Vendor Mailing Address

\_\_\_\_\_  
Website Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Proposal Valid Until (at least for 90 days)

\_\_\_\_\_  
E-Mail Address

**Project Manager:**

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Vendor Mailing Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
City, State, Zip

**EXHIBIT 2  
(Reserved)**

**EXHIBIT 3  
SAMPLE CERTIFICATE OF INSURANCE**

Client#: 12170 GRECI  
**ACORD** **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
05/14/2013

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

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

<b>PRODUCER</b> ABC Insurance Company P. O. Box 1234 Anywhere, USA	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____ PRODUCER CUSTOMER ID #: _____														
<b>INSURED</b> Sample Certificate	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Financial Rating of A</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Financial Rating of A		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Financial Rating of A															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

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

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 City of Greeley is named as Additional Insured on General Liability. Waiver of subrogation is included on Work Compensation. This insurance is primary and noncontributory to insurance policies held by the City.

<b>CERTIFICATE HOLDER</b> City of Greeley 1000 10th St Greeley, CO 80631-3808	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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**EXHIBIT 4**  
**DEBARMENT/SUSPENSION CERTIFICATION STATEMENT**

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

DUNS # (Optional) \_\_\_\_\_

Name of Organization \_\_\_\_\_

Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT 5 CERTIFICATES AND COMPLIANCE CREDENTIALS

Please include a section in your proposal titled Certificates and Compliance Credentials. Please provide the below Certificates and Compliance Credentials:

- Accessibility Law for Colorado State and Local Government [HB21-1110]
- World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG) 2.1
- Level AA success criteria wherever demonstrating such performance is practicable. Vendors may do so by providing any of the following:
  - An independent third-party evaluation from an accessibility consultancy.
  - A Voluntary Product Accessibility Template (VPAT). If a VPAT is used, it must use the VPAT 2.4Rev WCAG template, which is based on WCAG 2.0 and 2.1. The VPAT 2.4Rev WCAG template is available from the Information Technology Industry Council at <http://www.itic.org/policy/accessibility>.
- SOC 2 Type II Certification

**If unable to provide a Certificate or Compliance Credentials for any of the above items: the firm must provide a plan and explanation of compliance and the plan of acquisition for the certificates (if applicable).**

**EXHIBIT 6  
PRICING SHEET**

**(Issued as a Separate Excel Sheet)**