



**CITY OF GREELEY
Purchasing**

**Request for Proposal
RFP# F22-09-079**

Hazardous Materials Spill Response

for

Office of Emergency Management

REQUEST FOR PROPOSAL (RFP)

RFP# F22-09-079

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

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

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

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

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

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

Schedule of Events (subject to change)	All times are MST
RFP Issued	9/16/2022
Mandatory Pre-Proposal Conference	9/29/2022 @ 3:30 – 4:30pm City Center South 2nd Floor Colorado Conference Room 227. 1001 11th Avenue Greeley, Colorado 80631
Inquiry Deadline	10/7/2022 before 4:00 PM
Final Addendum Issued	10/14/2022
Proposal Due Date	10/21/2022 before 4:00 PM
Presentations / Interviews (tentative)	Week of 10/31/2022
Notice of Award (tentative)	1/1/2023

TABLE OF CONTENTS

Section	Title
I	Background & Overview
II	Statement of Work
III	Administrative Information
IV	Proposal Submission
V	Response Format
VI	Evaluation and Award

EXHIBITS

Exhibit	Title
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 AND OVERVIEW

A. Background

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

B. Overview

The City of Greeley is soliciting proposals from qualified hazardous materials spill responders (Responder(s)) for support services to the City's Office of Emergency Management (OEM), the Greeley Fire Department (GFD) and the City's Office of Risk Management and Safety for the development, coordination and administration of the strategic operations of a comprehensive emergency response and risk mitigation program due to the release of hazardous materials. This includes the identification and evaluation of its hazardous materials' emergency response and risk mitigation practices as well as its implementation of emergency response and risk control strategies to prevent the frequency of spills and to reduce the severity of impact to the City and its citizens. Therefore, the selected Responder may be called upon to provide hazmat spill response services for City-generated (internal) release of hazardous materials; however, they may also be called upon to provide services for non City-generated (external) release of hazardous materials that the GFD Hazmat Team responds to that could affect City operations and services (i.e. Release into the City's stormwater drains that flow into the Poudre River that is located near or adjacent to City properties.). The City's Responder will assist the City in providing stewardship of its taxpayer funds and promoting the City's core principles of Applied Wisdom, Excellence, Accountability, Stewardship, Principled Relationships and Integrity.

The City's OEM ensures that Greeley is a resilient community prepared for all types of hazards. The OEM works to improve the City's capabilities in mitigating against, preparing for, responding to, and recovering from natural and human-caused disasters. The OEM is located within the GFD, reporting directly to the Fire Chief. The City's Emergency Manager leads the OEM and the city's multi-disciplinary Incident Support Team (IST). The IST comprises emergency management specialists from nine city departments and five partner agencies. The OEM provides training and response exercises to the City and is available to help with planning and facilitating disaster event scenarios. The OEM is responsible for updating the following plans:

1. City of Greeley All-Hazards Emergency Operations Plan (EOP)
2. City of Greeley Continuity of Operations Plan (COOP)
3. City of Greeley Pre-Disaster Recovery Plan
4. City of Greeley Facility Emergency Plan (FEP)
5. Regional Hazard Mitigation Plan (HMP) with Weld County

The GFD's internal Hazmat Team is unique in that it cooperates with nine (9) other departments in Northern Colorado to form the Northern Colorado Hazardous Materials Response Team. Currently GFD has 18 state certified Hazmat Technicians and collectively the team roster is at 50. These members range in rank and experience but all are certified to operate at the technician level. GFD's Station 6 houses the Hazmat Team, with typically two (2) technicians on duty at that station in addition to technicians that may be assigned to other stations. During operations involving direct exposure to product or offensive control measures, the City needs nine (9) technicians prior to making entry. Therefore, the City utilizes its regional partners to supplement staffing as well as provide equipment for the response. Additionally, it is standard that all Career Firefighters are certified to the Hazmat Operations Standard. These are members who can supplement the response, typically performing decontamination responsibilities and function outside of the hazard zone (However, not in the product).

The City's Water Quality Unit, within the Stormwater Division, is mandated by the National Pollutant Discharge Elimination System (NPDES) through the Clean Water Act (CWA) to oversee response and clean-up of all illicit

discharges to federal and state surface waters. It is in their purview to protect surface water resources within the City and to ensure that remediation is accordance with maximum extent practicable standards set forth by the City's MS4 permit. The Water Quality Unit works with GFD, HAZMAT, Risk Management, and Public Works to ensure that notification and clean-up is in compliance with federal and state requirements.

The City of Greeley's risk management program is governed by the City's Municipal Code (MC) as outlined in Chapter 4.18. In alignment with 4.18.020, the City's Risk Manager coordinates and administers the City's risk management program and oversees those vendors who may contract with the City to provide risk management support services, which could include pollution liability risks that could create liabilities on behalf of the City and therefore to protect the City against those liabilities. The City relies upon a Claims Reserve Fund to fund its pollution liability claims within the City's self-insurance retention program prior to filing claims with the City's commercial insurers.

SECTION II. STATEMENT OF WORK

A. Scope of Services

The selected Offeror(s) will be required to provide hazardous materials spill response services and expertise for City-generated (internal) release of hazardous materials spills as well as those non-City generated (external generator) releases risk exposures. The successful Offeror(s) will:

- Assist in the coordination of their services with other applicable vendors during an incident involving a release and/or spill
- Have the capabilities and availability to respond to environmental incidents within an hour of notification.
- Have the capabilities for response to both large and small-scale incidents
- Have the capabilities to contain, secure, and remediate discharges that are hazardous to human health and the environment
- Have the materials and capabilities to respond to incidents involving riparian areas and waterways
- Have the means and capability to dispose of waste and hazardous material in a timely manner
- Participate in tabletop exercises

The City's Responder will ultimately be expected to perform most, if not all, of the following services:

1. Coordination with, support and assistance to the City of Greeley Fire Department's (GFD's) Haz Mat Team and its Office of Emergency Management (OEM)

The GFD's fundamental priorities of "Life Safety, Incident Stabilization, and Property Conservation" activities remain intact when responding for incidents involving Hazardous Materials. The GFD accomplishes this by identifying the hazards involved, establishing "Zones" of operations, and determining operational strategy (offensive in the hazard zone, or defensive outside the hazard zone) and then applying tactics to support that mission as follows:

- Identification – Both known and unknown: solids, liquids, gasses, and radiation
- Isolation/Containment/Confinement – Remote valve, Contain, Confine, Divert, Dam, Dike, absorb, neutralize
 - Emergency Shut ins, Evacuations, etc.
 - Tighten or close leaking valves, Pressurized cylinders/containers, overpacking drums/carboys
 - Confinement to area/room of origin, secondary containment, patching/plugging leaking containers
 - Diversion – Creating paths for liquid chemicals to avoid sensitive areas (Waterways drains) also for river operations (Booming operations)
 - Damming and Diking – containment measure for controlling liquid material
 - Absorption – variety of materials to absorb liquids
 - Neutralize – Acid and Base balance for extreme limits
- Safety of the public and first responders
 - Full decon capabilities for all weather conditions, ambulatory or non-ambulatory, technical decontamination, and Mass decontamination.

- Plume modeling abilities
- Weather prediction
- Access to Cameo chemical suite to include all facilities listed in the tier II Reporting
- Technical reference capabilities

When supporting these capabilities, the GFD has the following equipment:

- Dedicated Hazardous Materials Response Vehicle – Designed to handle the first operational period (12 Hours)
 - PPE – Level A and Level B chemical suits, boots, gloves, SCBA
 - Multi Gas Meters, PID, Test Strips, Radiological Survey Equipment, Chemical Testing Equipment
 - Decontamination equipment – simple decon to self-contained (Hot water, Air, Lights) mass decontamination tents
 - Technical Reference Equipment - Cameo, Wiser, PEAC, Mapping, GIS, Chemical Substance Data, SDS, Technical Data for meters and monitors
 - Equipment for controlling leaks from roadway, rail, pressurized containers, pneumatic plugging, and patching systems
- Spill Trailer – for large spills, spills involving moving water, overpack containers and drums
- Decon Trailer – Large decon operations (up to 100 people), stokes basket, PT decontamination kits.

Although the GFD is well equipped, staffed, and capable of responding to most incidents and handling the identification, isolation, containment/confinement, and decontamination of people/equipment, the City or GFD does not engage in any clean up, remediation, transport of materials, or testing of environmentally impacted areas.

When incidents exceed the GFD's capabilities, below are areas where the City needs assistance in the assessment of its hazardous materials risk exposures and in providing a subsequent design of mitigation techniques to address such risk exposures:

- Size, complexity, duration of the incident – As these increase, the GFD will call in mutual aid resources (Neighboring Hazmat Teams – Poudre, Longmont, Boulder, North Metro, North Washington, Etc.). Additionally, GFD has the ability through local emergency management to request state, military, and federal resources if circumstances are appropriate to do so. These obviously come with declarations of emergency/authority at all levels.
- Outside agencies impacted – Coordinating agencies are EPA, CDPHE, National Response Center, DHSEM, Railway, County Agencies (OEM), Water Department, Storm water, Coast Guard, and Division of Wildlife. GFD typically uses EM to help coordinate this or the IST, located in Greeley.
 1. Billing, reimbursement, cost collection – Colorado statute provides for the collection of costs incurred during a hazardous materials incident. This has been a challenge for GFD and the need to create a culture, policy, procedure that addresses this is necessary.
 2. Assist in table top exercises for a hazardous materials incident

2. Coordination with the City of Greeley Stormwater Team

1. Assist in response to environmental incidents within an hour of notification.
2. Contain, secure, and remediate discharges that are hazardous to human health and the environment
3. Work within federal and state regulatory requirements
4. Coordinate with the City, CDPHE, and EPA to ensure remediation is to their satisfaction
5. Apply expertise, materials and capabilities for response of incidents involving riparian areas and surrounding waterways that may enter via stormwater drains

3. Coordination with the City of Greeley Risk Management Team any Commercial Insurance Coverages.

The City of Greeley currently has several large self-insured retention programs for its liability exposures (i.e. tort, pollution, etc.). As a result, liability claims are handled via a Third Party Administrator (TPA) in coordination with the City's Risk Management Department.

1. Process and provide reports as necessary for the insurer's claims department when an incident occurs, which includes timely billing of services performed.
2. Coordinate with the City's Risk Manager and City Attorney on claims investigation when requested, which may include post-loss site visits to assist in proper claims preparation, and temporary risk mitigation techniques.
3. Assist the City with preparation of reports for the City's Claims Review Board meetings and activities.
4. Advise the City on reserve levels for pollution liability claims.
5. Assist in advocating on behalf of the City in pollution liability claim disputes with TPAs, insurers and adjusters.

4. Risk Management and Loss Control Strategies

1. Assist the City in loss exposure analyses and post accident safety meetings.
2. Assist The City in development of long-term strategic plans that protect the City's assets against hazardous material releases and spills.
3. Provide consultation to the City in regards to industry wide hazardous materials risk management programs (i.e. municipalities) for cost containment and other cost savings approaches.

5. Offeror Compensation

The Offeror shall submit its annual compensation fee(s) which will detail the proposed cost of services outlined in the RFP (i.e. Cost per services, any retainer flat fees, comprehensive all-inclusive, etc.). Offeror must provide a schedule of any and all additional discounted rates available in working with specific insurance carriers who provide pollution liability insurance coverage.

B. Period of Award

The completion date of providing the required product and services shall be January 1, 2024. If mutually agreed by both parties, the contract can be extended four (4) additional one (1) year periods.

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

All key personnel engaged in HHW and CESQG waste handling activities shall be licensed in accordance with all Federal and State requirements for handling hazardous waste including but not limited to OSHA CFR 1910-1200 and 29 CFR 1910-120.

Any transporter and treatment, storage and disposal Facilities (TSDF's) used by the Offeror awarded this Contract, throughout the duration of this Contract, must be in compliance with all State and Federal laws and regulatory requirements.

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# F22-09-079**

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.

E. Modification or Withdrawal of Proposals

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

F. Minor Informalities

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

G. Responsibility Determination

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

H. Acceptance of RFP Terms

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

I. Protested Solicitations and Awards

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

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

J. Confidential/Proprietary Information

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

K. Acceptance of Proposal Content

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

L. RFP Cancellation

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

M. Negotiation of Award

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

N. Contract

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

O. RFP Response/Material Ownership

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

P. Incurring Costs

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

Q. Utilization of Award by Other Agencies

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

R. Non-Discrimination

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

S. News Releases

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

T. Certification of Independent Price Determination

1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:
 - a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and

- c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- 2. Each person signing the Request for Proposal form of this proposal certifies that:
 - a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above; or
 - b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above.
- 3. A proposal will not be considered for award where (1.a), (1.c), or (2.) above has been deleted or modified. Where (1.b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.
- 4. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

U. Taxes

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

V. Assignment and Delegation

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

W. Availability of Funds

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

X. Standard of Conduct

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

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

- 1. Neglect of duty.
- 2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- 3. Theft, vandalism, immoral conduct or any other criminal action.

4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.

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

Y. Damages for Breach of Contract

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

Z. Other Statutes

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

SECTION IV. PROPOSAL SUBMISSION

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

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

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

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

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

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

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

SECTION V. RESPONSE FORMAT

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

A. Cover Letter

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

B. Use of Subcontractors/Partners

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

C. Minimum Mandatory Qualifications

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

D. Company Information

1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
2. Identify the year in which your company was established and began providing consulting services.
3. Describe any pending plans to sell or merge your company.
4. 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. List the number of people that you can commit to working on this project and the amount of time each is expected to spend on the project.
4. Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.

5. List the names of the subcontractors you expect to use, the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key subcontractor personnel who will be working on the project.
6. Provide a specific timeline or schedule for the work. (Spell out mile marks if needed. Example: including development of preliminary design & cost estimates, meetings with City staff, completion of final design, cost estimates and bidding documents.) Show milestones and completion dates on the schedule.
7. Describe the methods and timeline of communication your firm will use with the City's project manager, other involved City staff, and other interested parties.

Evaluation Criterion #2 – Approach to Scope of Work

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

1. Provide a cost for the consulting services and products broken down per task listed under the **Scope of Services**, above. Show a breakdown of all reimbursable expenses required to complete the work. If applicable, the subcontractors' costs must be shown as separate items. Also, provide hourly rates for your firm and all subcontractors. These rates will be considered valid throughout the project.

F. Proposal Acknowledgement

Include this form as provided in Exhibit 1.

G. Certificate of Insurance

A sample Certificate of Insurance is provided in Exhibit 3.

H. Debarment Form

Include this form as provided in Exhibit 4.

SECTION VI. EVALUATION AND AWARD

A. Proposal Evaluation

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

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

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

Evaluation Criteria:

- | | | |
|----|---------------------------------------|-----------|
| 1. | Company and Personnel Qualifications: | 50 Points |
| 2. | Approach to Scope of Work: | 30 Points |
| 3. | Value/Cost of Efforts: | 20 Points |

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

B. Determination of Responsibility of the Offeror

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

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

COOPERATIVE PURCHASING STATEMENT

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

EXHIBIT 1
PROPOSAL ACKNOWLEDGEMENT

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

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

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

Original Signature by Authorized Officer/Agent

Type or printed name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

Website Address

City, State, Zip

Proposal Valid Until (at least for 90 days)

E-Mail Address

Project Manager:

Name (Printed)

Phone Number

Vendor Mailing Address

Email Address

City, State, Zip

EXHIBIT 2
SAMPLE CONTRACT

(Incorporated by Reference, Use link below to view)

[Exhibit 2 - Sample Contract.pdf](#)

EXHIBIT 3 **SAMPLE CERTIFICATE OF INSURANCE**

Client#: 12170		GRECI																									
ACORD		CERTIFICATE OF LIABILITY INSURANCE																									
		DATE (MM/DD/YYYY) 05/14/2013																									
<p>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.</p>																											
<p>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).</p>																											
PRODUCER ABC Insurance Company P. O. Box 1234 Anywhere, USA		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:																									
INSURED Sample Certificate		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">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:											
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<p>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.</p>																											
INSUR	TYPE OF INSURANCE	POLICY NUMBER	LIMITS																								
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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.																											
CERTIFICATE HOLDER		CANCELLATION																									
City of Greeley 1000 10th St Greeley, CO 80631-3808		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE																									

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ACORD 25 (2009/09) 1 of 1 The ACORD name and logo are registered marks of ACORD
 #S786373/M786364

DSM

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 _____