



**CITY OF GREELEY
Purchasing**

**Request for Proposal
RFP #F23-01-005**

**DEPARTMENTAL ORGANIZATIONAL AND OPERATIONAL
ASSESSMENTS**

for

Fire Department and Police Department

**REQUEST FOR PROPOSAL (RFP)
RFP #F23-01-005**

Procurement Contact: Alec Keiser
 Email Address: Alec.Keiser@greeleygov.com
 Telephone Number: 970-350-4246

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 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.

RFP Release date	By January 13th, 2023
RFP Release Date	January 17, 2023
Vendor Questions	January 24, 2023 2pm MST
Answers to RFP Questions Released	January 27, 2023
Proposal Responses Due	February 3, 2023 by 2pm MST
Proposer Interviews (if needed)	Week of February 13, 2023
Vendor Selected	Week of February 20, 2023
Work Begins	By March 1, 2023
Final Acceptance of Work Product	Assessment Completed by July 1 st , 2023

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

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

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

B. Overview

The City of Greeley (City) is seeking proposals from qualified consultants to review, assess and make recommendations regarding the organizational structure and operational functions of the following City Departments to help maximize efficiency and effectiveness to ensure Greeley’s long-term success. Through these assessments, the City seeks to better understand the opportunities and challenges in transforming the City’s operating model for these departments in 2023:

- **Fire Department:** The Fire Department considers itself as an all-hazards, all-response career fire department providing fire and life safety services to the City of Greeley and Western Hills Fire Protection District. The Department provides traditional fire protection services; emergency medical services (ALS non-transport); specialty rescue services; hazardous materials response; fire inspections and code enforcement; public education and prevention programs; and fire investigations.

In the Fiscal Year 2023 Approved Budget, the Fire Department is funded at the level of \$28,872,894 with 135 Full Time Equivalent positions (FTEs) structured across seven (7) strategically placed fire stations through three divisions: Administration, Community Safety, and Operations.

- **Police Department:** The Police Department exists for the provision of law enforcement services within prescribed ethical and constitutional limitations in the most cost-effective manner. It is responsive to community priorities and utilizes proactive policing strategies. The Department’s mission statement is “Proudly working with the citizens to protect our community”.

The Department, which consists of 220.50 Full Time Equivalents (FTEs), is structured across two divisions – operations and support services. There are 157 sworn personnel and 63.5 civilian positions in the Fiscal Year 2023 budget of \$36,647,134.

Project Description – The City seeks to conduct organizational assessments (Phase I) within each of these departments with the following tentative timelines in mind:

Department	Anticipated Start Date – Phase I	Anticipated Completion Date – Phase I
Fire Department	By March 1, 2023	July 2023
Police Department	By March 1, 2023	July 2023

The **first phase** would involve completion of:

- (1) an Organizational and Operational Assessment; and
- (2) a suggested ‘path forward’ that may include options for changes to the respective Department’s organization, mission, governance, staffing, and scope of services.

The **second phase** would include but not limited to the following:

- (a) implementation assistance related to the assessment findings and recommendations;
- (b) development of a strategic and/ or master plan for the respective Department's function based on the assessment's findings and recommendations; and/ or
- (c) development of a Standards of Cover/ Community Risk Assessment for the Fire Department.

The purpose of these assessments is to:

- gain insight into how the departmental operating models support organizational effectiveness and optimal operation in service of high performance for both internal and external customers;
- help the City evolve to better advance its mission, vision, and values by determining how current Departmental organizational structure and operations support these key guiding principles; and
- ensure the organizational structures within City departments are aligned with current/future community and organizational needs and identifies appropriate Key Performance Indicators (KPI) to measure such alignment and outcomes;
- Analyze the current state of Departmental operations, structure, staffing and resources and what adjustments are needed to address the ideal future state.

Implementation of the second phase is contingent upon completion of the first phase as well as availability of funds and is not guaranteed. Each phase will be implemented upon issuance and execution of a Work/Task Order as shown the Sample Contract (Exhibit 2).

C. Goals

Understand how Departments are organized and how they operate to best meet current and future needs as Departments of high performance.

Assess alignment of the core functions of each department and the functions of each position within.

Optimize resources to build greater efficiency and effectiveness within each department and the organization.

Assess if and how the organizational structure supports the City's ability to execute its guiding organizational principles – including its vision, mission, and values, and identifying and advancing KPIs.

Assess methods and ways to ensure the Departments are currently providing services of an appropriate scale and quality based on current population, with an eye towards the future of building service delivery necessary for a fast-growing community.

SECTION II. STATEMENT OF WORK

A. Scope of Services

a. Phase I Generally – applicable to both Fire Department and Police Department Assessments, respectively

Through this review, the City would like to understand the extent to which its departmental operations are positioned to meet current and future needs of the organization and community. This will require an objective assessment of the organizational capabilities, structure and culture, and the opportunities and challenges facing each of the departments within. The project will assess the environment across the department related to people, policies, processes and technology.

This request is for proposals to complete Departmental assessments within the Fire Department and Police Department functional areas, respectively.

The consultant should review existing data from the City, including but not limited to job descriptions, employee satisfaction surveys, strategic plans, annual reports, budget history/reports, key performance indicators, and program/subprogram area goals. In addition, the consultant may seek to utilize various strategies to gather feedback, perceptions and viewpoints of staff and stakeholders in each department.

The City anticipates the independent review will include the following:
Comprehensive Review and analysis of Current Departmental Conditions including but not limited to the following:

1. Service area characteristics
2. Analysis of the strength, weaknesses, opportunities, and threats (SWOT Analysis) for the Department
3. Any existing or formerly completed Departmental strategic and/ or master plans

Service Delivery

1. Current service delivery infrastructure
2. Evaluate current Department level of service including but not limited to the Department's ability to meet customer/ client needs internally and externally.
3. Assess resource efficiency, resource deficiency, or redundancy – within each respective department and across both departments
4. Emergency response resource deployment and performance
5. Alternative service delivery models
6. Identify any function(s) not being fulfilled or services delivered based on best practices and benchmarking to other similar national, regional, and local communities/ entities and provide economical solutions to remediate.
7. Based on the current practices and future needs based on staffing and community growth, review existing personnel and operations police manuals, and recommend changes
8. Assess future service delivery options and concerns based on community population growth estimated for the City of Greeley over the next 15 years. Likewise, identify future capital facility replacement and expansion needs that may result from population growth, including space needs, evidence storage capacity and needs tied to retention requirements and growth, vehicle/ apparatus needs, software enhancements.
9. Leverage and explore opportunities and potential existing partnerships to enhance service delivery (this includes and is not limited to the City's co-responder model).
10. Evaluate the impact of external factors and requirements affecting both departments, including such things as mutual aid, automatic aid, accreditation requirements, ISO ratings, etc. on service delivery methods.
11. Analysis of response times and impacts of simultaneous calls for service, assessment of the communications center about call taking, dispatching, response time, CAD system, alerting systems, and Records Management System (RMS) efficiency and effectiveness.
12. Identify and report on any impediments for the effective use of personnel and service delivery. This should include but not be limited to the current scheduling model and alternative scheduling options and tools.

Leadership, Management and Supervision

1. Identify existing organizational priorities and active strategic planning efforts
2. Internal controls and oversight, including supervisory span of control
3. Management capacity, configuration, and lines of authority
4. Assess management and administrative strength and weaknesses (i.e., financial, supervision and development of staff, risk management coordination and practices, and use of technology)
5. Evaluate programs and services in terms of necessity, efficiency, staffing, funding, and responsiveness to community needs
6. Develop recommended short-term, mid-term, and long-term option(s) for operations to improve the Department's level of service regarding facility locations and other operations. This may include, but not limited to, specific recommendations regarding:
 - a. Operations and deployment options of personnel and apparatus by type
 - b. Operational staffing needs
 - c. Deployment of special units or resources
 - d. Development of operational performance standards and targets
7. Evaluate personnel management issues, including recruitment, selection, promotion, health and safety programs, and performance evaluations.
8. Evaluate Departmental training programs and career development including but not limited to formal training protocols and management thereof, existence and effectiveness of a career progression plan, effectiveness of the departmental evaluation system, and codification and appropriateness of promotional practices.
9. Effectiveness of Departmental leadership and management for the current and future needs of the department and community (including but not limited to communication within the Department)

10. Effectiveness of Departmental accountability as individual departments and individual employee performance
11. Effectiveness of Departmental policies and procedures – such as are they comprehensive, updated regularly to reflect best practices and legal requirements, trained upon, and enforced appropriately and equitably.
12. Recommend both short- and longer-term improvements or policy options to consider

Capital Infrastructure

1. Capital infrastructure including facilities, vehicles, apparatus, and equipment. This includes and is not limited to the Public Safety Training Facility.
2. Vehicle and apparatus repair and maintenance staffing and capacity
3. Analysis of facility locations (fire stations and police sub-station(s)) and make recommendations for ideal facility locations, response areas, and deployment of equipment, personnel, and other resources

Staffing and Structure

1. Staffing requirements
2. Analysis of leave use and management of leave use
3. Organizational/ structural configuration
4. Quantify department workload status and identify whether personnel are appropriately deployed, staffed, and allocated correctly to meet current and future workload demands. Look to prioritize service offerings in providing essential services.
5. Provide proposed staffing plan scenarios that includes a review of best practices applicable for staffing allocation, deployment, scheduling, and civilian positions.
6. Perform a detailed analysis of all overtime expenditures and causation. Recommend a formula to identify the total number of personnel required for each staffing scenario proposed, considering time off for training, vacation, sick leave, family medical leave, vacancies, and on the job injuries. Propose ways, if any exist, to reduce overtime costs while still maintaining adequate service levels.
7. Evaluation of all Department staffing levels to determine if the City is making the most effective and efficient use of its resources and assess whether the current staffing levels are adequate.

Engagement

1. Conduct interviews with and surveying of employees about personnel perceptions and departmental culture
2. Conduct interviews with and surveying of external stakeholders (including residents) regarding perceptions of and needs for service. Conduct a public safety satisfaction survey of residents and businesses.
3. Engage employees within the department and provide an opportunity for feedback throughout the assessment process.

The assessment should include options and recommendations based on best practices and like organizations, within the context of the Greeley organization relative to:

- steps and resources necessary to move from the current state to future desired state.
- recommendations and an implementation roadmap.
- an optimal departmental organizational model.

In doing so, the vendor(s) shall:

- Consider best practices of other municipalities and like organizations, within the context of the Greeley organization.
- Outline how implementation relates to the vision, mission and values and existing performance measures for the departments.

Deliverables:

At the conclusion of the assessment, the consultant should provide the following deliverables. It is important that the final deliverable be in the form of a report and not a PowerPoint presentation. While such a presentation is appropriate for review among particular stakeholders, it is not appropriate for purpose of deliverables.

A report detailing organizational capabilities and challenges, goals, and objectives for maintaining and improving services in a community with significant anticipated growth, and development of performance measures to

quantify progress. The report will outline a plan addressing the areas discussed above and identify needs and strategies necessary for effective service delivery.

The report shall be detailed and thorough customized to the City's specific needs and explaining all points deemed important by the consultant. It is imperative that the study be an objective, unbiased assessment that is a data driven analysis on all items and shall rely on evidence-based principles, practices as well as those practices and theory currently used by the City for service delivery, coupled with a future vision due to the City's rapid growth. As such, the report should include but not be limited to the following:

- Documentation of the review, analysis, and engagement conducted -either within the report body, and attachment or a separate report.
- Recommended improvements to the departmental organizational structure, and the roles and functions within it. This should be provided in the context of the City's budget and existing resources.
 - Including observations and recommendations around governance, policies, administration, services, talent management, use/capabilities of technology, and culture of the departments.
- Recommendations around what changes are required to meet future needs within the department.
- Recommendations for how the departments may optimize resources to operate at greater efficiency and effectiveness.
- A set of recommendations that are informed by best practices of other municipalities (similar in size, regulatory structure, service types, etc.) inside and external to Colorado.
- Based on the assessment, prioritize recommendations in groups such as immediate, short-term, and long term with proposed timelines for implementation and estimated budget impacts (if any) of each recommendation over a five-to-seven-year horizon driven by enabling high quality current services and preparations for long term population growth in the city.

The proposal should include an outline of process for each assessment, including the expected time commitment for each department and employees within the department.

b. Phase I - Fire Department Scope of Work in addition to General Scope of Work

In addition to the general scope outlined herein, the scope of work related to a comprehensive evaluation of the Fire Department shall also and not be limited to the following:

- i. Fire prevention (Community Safety Division) staffing and capacity
- ii. Emergency response resource deployment and performance for fire and emergency medical incidents
- iii. Emergency medical services delivery and system oversight
- iv. Specialized rescue services response capability
- v. Alternative service delivery models, to include the Department's Community Paramedic Program
- vi. Training programs, including assessment of the current cooperative regional training program relationship with the Front Range Fire Consortium
- vii. Analysis of fire station locations and make recommendations for ideal station locations, response areas, and deployment of equipment, personnel, and other resources
- viii. Review current and future demand for fire-rescue services and assess potential to provide response in vehicles other than with engine and ladder companies while maintaining effective fire protection coverages.
- ix. Evaluate current Department EMS level of service
- x. **With regard to both Phases I and II**, the evaluation and analysis of data will be based on nationally recognized guidelines and criteria, including recognized National Fire Protection (NFPA) standards, Insurance Services Office (ISO) schedules, any federal and state mandates relative to emergency services, and generally accepted practices within emergency services. All methodology of the Fire Department will follow the methodology described in the "Community Risk Assessment: Standards of Cover", 10th edition, published by the Commission on Fire Accreditation International (CFAI).

c. Phase I - Police Department Scope of Work in Addition to General Scope of Work

In addition to the general scope outlined herein, the scope of work related to a comprehensive evaluation of the Police Department shall also and not be limited to the following:

- i. Policing strategies – managing calls for service, call classification, prioritization and call diversion
- ii. Crime Analysis – internal and external sources, analysis tools, administrative, strategic, and tactical products and their use

B. Period of Award

The period of award shall commence upon full execution with a completion date of providing the required product and services by **July 1st, 2023**.

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

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 #F23-01-005

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

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

D. Insurance

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

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

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

E. Modification or Withdrawal of Proposals

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

F. Minor Informalities

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

G. Responsibility Determination

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

H. Acceptance of RFP Terms

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

I. Protested Solicitations and Awards

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

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.

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

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

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

Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the 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. 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.

D. Evaluation Criteria

Vendors should organize Proposals into the following Sections. Proposals submitted in response to this RFP shall not exceed 25 pages in length.

A. Professional Qualifications – 30 points

- a. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operated as an individual, partnership, or corporation.
- b. Include the name of executive and professional personnel by skills and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.
- c. State history of the vendor, in terms of length of existence, types of services provided, etc. Identify the technical details that make the vendor uniquely qualified for this work.

B. Past involvement with Similar Projects – 30 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in implementing similar projects for the vendor and the individuals to be involved in the project. A complete list of client references must be provided for similar projects recently completed. The list shall reflect the format outlined in the template provided in Section VI herein.

As attachments, vendors should provide at least once sample of a similar work product completed.

C. Proposed Methodology and Work Plan – 25 points

Provide a detailed and comprehensive description of how the vendor intends to provide the services requested in this RFP. This description shall include, but not be limited to: the methodology, how the project will be managed and scheduled, how and when data and materials will be delivered to the City, communication and coordination, the working relationship between the vendor and City staff, and the vendor's general philosophy about providing the requested services including a draft timeline.

Vendors shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

D. Fee Not to Exceed Proposal/ Value – 15 points

Vendor's proposal shall be a fixed fee not to exceed which is itemized for completing the analysis. Please also include an estimate of reimbursable expenses and an hourly rate if additional or supplementary services are available. The Fee Proposal outlined in Attachment 2 shall be completed and included in the submission.

Provide the name, address, and email address of contractor. If an entity, provide the legal name of the entity and the names of the entity's principal(s) who is proposed to provide the services. Identify the specific departmental assessment(s) for which the vendor is submitting a proposal(s). Provide a review of your qualifications for the specific departmental assessment(s) outlined herein for which a proposal(s) is being submitted and briefly explain how you plan to complete the required tasks.

Provide references for your work: Vendors are required to submit three references for each assessment for which proposals are submitted. The table template provided below is the format in which references should be submitted

Customer/client name	
Government (Y/N)	
Customer Organization Size	
Service Start Date/End Date	
Contract Amount	
Reference name	
Title	
Phone number	
Mailing address	
Email Address	
Service Description	

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. 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:..... 30 Points
2. Past Involvement with Similar Projects:..... 30 Points
3. Proposed Methodology and Work Plan:..... 25 Points
4. Fee Not to Exceed Proposal/Value..... 15 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, click link below for document)

[F23-01-005 Exhibit 2- Sample Contract.pdf](#)

**EXHIBIT 3
SAMPLE CERTIFICATE OF INSURANCE**

Client#: 12170		GRECI		
ACORD			DATE (MM/DD/YYYY) 05/14/2013	
CERTIFICATE OF LIABILITY INSURANCE				
<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		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:		
<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>				
INSR LTR	TYPE OF INSURANCE	POLY EFF (MM/DD/YYYY)	POLY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <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
	AUTOMOBILE LIABILITY <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) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		<input checked="" type="checkbox"/> WC STALL-TORY LIMITS <input type="checkbox"/> OTH-ER 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.				
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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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 _____