

# CITY OF GREELEY Purchasing

Request for Proposal RFP #F23-12-090

**Downtown Alley Trash & Recyclables Collection Pilot** 

for

**PUBLIC WORKS DEPARTMENT** 

#### REQUEST FOR PROPOSAL (RFP) RFP #F23-12-090

Procurement Contact: Shantelle Griego/Sarah Atkins Email Address: Purchasing@greeleygov.com

Telephone Number: 970-350-9333

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 <a href="mailto:purchasing@greeleygov.com">purchasing@greeleygov.com</a>. Only emails sent to purchasing@greeleygov.com will be considered as responsive to the request for proposals. <a href="mailto:DO NOT">DO NOT</a> submit your RFP Response to multiple email addresses. Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

Proposals shall be submitted in a single PDF file under 20MB. The Proposal must not exceed 20 total pages, excluding cover letter, index or table of contents, front and back covers, and title pages/separation tabs. Pages shall be  $8\frac{1}{2}x$  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	12/18/2023
Optional Pre-Proposal Conference	01/05/2024 at 11:00 a.m. via Microsoft Teams
Inquiry Deadline	01/11/2024 by 2:00 P.M.
Final Addendum Issued	1/18/2024
Proposal Due Date	1/25/2024 by 11:00 a.m. emailed to
	Purchasing@greeleygov.com
Interviews (tentative)	To be determined
Notice of Award (tentative)	1/29/2024

Invitation for you to attend a Pre-Proposal meeting via Microsoft Teams, Friday, January 5, 2024, at 11:00 A.M. (MST)

Microsoft Teams meeting

Join on your computer, mobile app or room device

Click here to join the meeting Meeting ID: 245 859 390 695

Passcode: 6s7G62

Download Teams | Join on the web

Or call in (audio only)

<u>+1 347-966-8471,,634106803#</u> United States, New York City

Phone Conference ID: 634 106 803#
Find a local number | Reset PIN
Learn More | Meeting options

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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 is seeking proposals from qualified and experienced contractors to provide improved alley trash and recyclables services in downtown Greeley. This <u>voluntary</u> three-year pilot initiative in the 9<sup>th</sup> Street Alley, aims to enhance the cleanliness, aesthetics, and overall environmental quality of our downtown through the collaborative collection of trash and recyclables. <u>Per Colorado Statute (2016 Colorado Revised Statutes Title 30 - Government – County Powers and Functions Article 15 - Regulation Under Police Power Part 4 - General Regulations § 30-15-401. General regulations – definitions) businesses will still be able to choose their own trash company if they desire. Currently the trash and recyclable collection is handled by multiple contractors with upwards of 16 plus rollable dumpsters. The City, with the support of the local property owners and the Downtown Development Authority (DDA), are excited to move forward this process that will not only improve the safety and cleanliness of the alley but also decrease truck traffic and improve emissions. This pilot, and associated procurement process may be expanded upon to other locations in the future if the City decides to expand the program.</u>

#### C. Goals

The solid waste services provided through this collection contract will provide quality solid waste service that is economically and environmentally beneficial to the City and its residents. The city has identified three primary goals for this pilot:

<u>Increase Cleanliness and Safety</u> - It is the City's intention to improve the safety and cleanliness of our downtown area through improved containers and enhanced trash services operating in the identified pilot area. Lessons learned from this pilot project will be applied to a larger approach to how trash is managed in our downtown and beyond.

<u>Traffic Impacts Associated with Waste Collection Vehicles</u> – Currently, there are up to five heavy waste collection companies picking up trash within the pilot area. Reducing the number of haulers will decrease traffic and reduce potential safety conflicts, noise, emissions and road wear and tear.

<u>Provide Data to Track Pilot and Determine Next Steps</u> – Utilize data from this pilot to determine next steps related to the management of trash in Greeley that meets the goals and objectives of the City of Greeley's 2037 Vision.

#### SECTION II. STATEMENT OF WORK

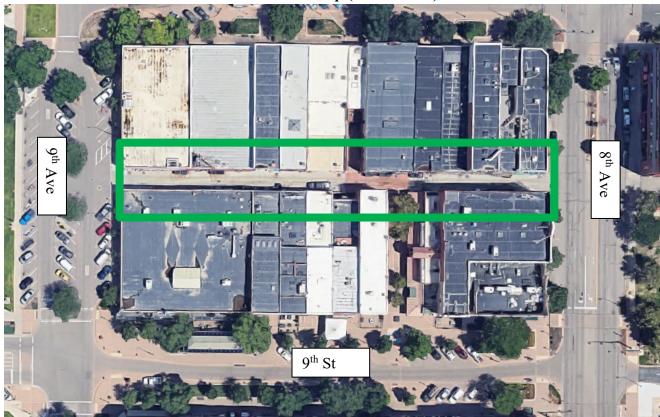
#### A. Scope of Services

The selected contractor shall be responsible for the following:

<u>Trash & Recycling Collection</u>: Regular and timely collection of trash from designated alley locations within the 9<sup>th</sup> Street Downtown Alley (map). Frequency of service is at the discretion of the selected contractor and can be based off access to real-time volume data from collection devices. Proxy card access will be required by those depositing trash and/or recyclables into the containers to ensure only property owners and their tenants will have access to these containers. The following table provides the current frequency of pick-ups per week in this alley.

Property #	# & Size of Trash and/or Recycle Units (in yards)	Current Frequency of pick-ups per week	
1	Two - 3-yard Trash and 2 3-yard Recycling	Twice a week	
2	One 2-yard Trash	Once per week	
3	One 3-yard Trash	Once per week	
4	Two 3-yard Trash and 2 3-yard Recycling	Twice a week	
5	One 3-yard Trash	Twice a week	
6	One 3-yard Trash	Twice a week	
7	One 3-yard trash	Once every 2 weeks	
8	One trash Poly Cart (65 gallons)	Once per week	
9	One 3-yard trash	Three per week	
10	One 3-yard trash	Once per week	
11	One 3-yard trash	Twice per week	

#### Service Area Map (Green Area):



The City plans on purchasing and placing approximately 10-12 of the 3.5-4 Cubic Meters above ground containers in the alley. The selected contractor is expected to ensure containers are always kept at a level where they can accept trash and recyclables.

Collection Equipment and Staffing: Selected contractor will be responsible for providing the necessary staffing and equipment to provide timely collection. The City has decided to move forward with the use of Van Dyk above ground trash collection units. The selected contractor will be responsible for the cleaning of the containers and for any damage caused to the containers while servicing the containers. They City will take responsibility for the maintenance. As the City understands this new type of container may require specific equipment, there is a specific section within the response that will require the respondent to outline their approach to these requirements. The city is open to supporting the purchase of specialized equipment to service these containers.

Information on the containers can be found within  $\underline{\text{Exhibit 5}}$  while information on the recommended equipment for collection provided by VanDyk can be found below:

#### Recommended Truck Spec for VConsyst Containers

#### Crane:

The crane of the assembled truck is the most important aspect of the collection vehicle for VConsyst containers. This crane should be versatile, service friendly, and reliable. We recommend that the crane have the capability to service a large radius around the truck and not just on one side of the truck. This allows the flexibility of placement of containers and will also give more freedom to the hauler to complete service without the potential of awkward/dangerous vehicle placement during service. In addition to a large radius, the crane should also have a far reach.

#### Recommended Attachment for Kinshoffer hook:

To safely and properly service a VConsyst container with a Kinshoffer hook we recommend the use of the AW Material AWC-M attachment. This can be bolted to most cranes and is operated hydraulicly with ½ connections.

#### Body:

The body also does not need to be specific. A compacting body to maximize capacity and containment of materials that come from the container is recommended. Open top bodies also will work and can be attractive to haulers if they intend to use this truck for more than one application like brush pickup or bulk trash pickup. Some body manufacturers offer the ability to have both a crane and a rear loader to maximize the capabilities of the truck. Having the ability for both of these functions would be optimal.

<u>Coordination with City Authorities</u>: As this is a pilot program, the City expects the selected contractor to collaborate with city authorities to ensure compliance with local regulations, reporting, ordinances related to waste management and the facilitation of the goals and objectives of this pilot.

Reporting: Submit monthly reports, along with bills, on the volume of trash and recycling collected, recycling efforts, and any issues encountered during service provision. All reports shall be written and electronically submitted. They shall supplement data provided in the contractor's monthly invoices. The contractor shall maintain all records for a minimum of three years. Contractor records shall be available at all reasonable times for inspection by the City.

#### B. Period of Award

The expected start date for service is March 1st, 2024. The contract will be for 1 year with the option for four (4) additional years at the city's discretion. The contractor is to outline their annual increase factor in their response.

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

#### C. Minimum Mandatory Qualifications of Offeror

The consultant team proposing on these qualifications shall meet the following minimum qualifications for their submittals to be considered for evaluation. Any firm (including any sub-consultant firms) NOT meeting a minimum qualification will be disqualified and the qualifications will not be considered.

- A clean record on SAM.gov and,
- Required licenses and permits necessary to provide the services in State of Colorado.
- Five (5) or more years of service in the waste collection industry.

#### 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 #F23-12-090

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

#### H. Acceptance of RFP Terms

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

#### I. Protested Solicitations and Awards

Right to protest. Any actual or prospective 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:
  - 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 <a href="mailto:purchasing@greeleygov.com">purchasing@greeleygov.com</a>. Only emails sent to <a href="mailto:purchasing@greeleygov.com">purchasing@greeleygov.com</a> will be considered as responsive to the request for proposals. <a href="mailto:DO NOT">DO NOT</a> 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 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  $8 \frac{1}{2} \times 11$  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. Your response should be no more than 20 - 25 pages long, including all required forms.

#### 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 disgualify 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 services.
- 3. Describe any pending plans to sell or merge your company.
- 4. Provide a comprehensive listing of all the services you provide and services you currently provide in Greeley.

#### 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 size. Include, at a minimum, the following information:
  - 1) municipality name, 2) contact name, 3) phone number, 4) fax number, 5) email address, 6) brief description of project scope and value, 7) status of project.
  - The City reserves the right to contact the references provided in your qualifications 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 managing the proposed services, including the primary project manager.
- 5. If subcontractors will be utilized, please 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.

#### 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 issues would be monitored and resolved, reporting requirements accuracy, and coordination with subcontractors if needed.
- 3. Describe your approach to service delivery requirements outlined as part of the scope of work as well as specifically your plan to approach the equipment needed to service the containers.
- 4. Describe the methods and timeline of communication your firm will use with the City's project manager, other involved City staff, Greeley DDA and downtown property owners.

#### **Evaluation Criterion #3 - Value/Cost of Efforts**

1. Utilizing the provided table (<u>Exhibit 5</u>), provide a cost for the services and products broken down per task listed under the **Scope of Services**, above.

#### 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:	25 Points
2.	Approach to Scope of Work:	25 Points
3.	Value/Cost of Efforts:	50 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. 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)

Exhibit 2 Sample COG Professional Services Contract\_F23-12-090.pdf

### EXHIBIT 3 SAMPLE CERTIFICATE OF INSURANCE

Client#: 1217/

GRECI

ACORD. CERT	IFIC	ATE OF L	IABIL	ITY II	NSUR	ANCE	-	WDD7777) 4/2013
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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 conferrights to the certificate holder in lieu of such endorsement(s).								
PRODUCER			NAME:					
ABC Insurance Company			PHONE (A/C, No	, Ext):		(AIC, I	(o):	
P. O. Box 1234			AD DRES	8:				
Anywhere, USA			CUSTO	MER ID &				
				INSURER(S) AFFORDING COVERAGE NAIC #				NAIC #
Sample Certificate				INSURER A : Financial Rating of A				
			INSURE					
			INSURE					<del></del>
			INSURE					<del>                                     </del>
			INSURE					
COVERAGES CER	TIFICATE	NUMBER:	APPROVATE D			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF			E BEEN ISSU	ED TO THE IN			CYPERIO	)
INDICATED. NOTWITHST ANDING ANY REQU CERTIFICATE MAY BE ISSUED OR MAY PER								
EXCLUSIONS AND CONDITIONS OF SUCH P						S S O S S C I TO ALL THE	TERWIS,	
INSR LTR TYPE OF INSURANCE	NSR WYD	POLICYNUMBER	ł	MM/DD/YYYYY	MWDD*****	L	MITS	
GENERAL LIABILITY						EACH OCCURRENCE	\$1,00	0,000
X COMMERCIAL GENERAL LIABILITY	<b>l</b>					PREMISES (Ea occurrence)	<b>\$100</b> ,	000
CLAMS-MADE X OCCUR	<b>l</b>					MED EXP (Any one person)	\$5,00	0
l	<b>l</b>					PERSONAL & ADVINJURY		0,000
I	<b>l</b>					GENERAL AGGREGATE	. ,	0,000
GENL AGGREGATE LIMIT APPLIES PER	<b>l</b>					PRODUCTS - COMP/OP AC	sg \$2,00	0,000
POLICY JEST LOC	$\vdash$					COMBINED SINGLE LIMIT	\$	
	<b>l</b>					(Ea accident)	\$1.00	0.000
ALL OWNED AUTOS	<b>l</b>					BODILY INJURY (Perperso	1) \$	
SCHEDULED AUTOS	<b>l</b>					BODILY INJURY (Persodis	int) \$	
X HIRED AUTOS	<b>l</b>					PROPERTY DAMAGE (Persocklent)	\$	
X NON-OWNED AUTOS	<b>l</b>						\$	
							\$	
UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
EXCESS LIAB CLAMS-MADE	I					AGGREGATE	\$	
DEDUCTBLE							\$	
RETENTION \$ WORKERS COMPENS ATION	$\vdash$					WCSTATIL I IO	\$	
AND EMPLOYERS' LIABILITY Y/N						IIONI DIIII DI	H-	000
ANY PROPRETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$100,	
(Mandatory in NH)  If yea, describe under DES CRIPTION OF OPERATIONS below	<b>l</b>					E.L. DISEASE - EA EMPLO' E.L. DISEASE - POLICY UN		
DESCRIPTION OF OPERATIONS below	$\vdash$					E.L. DISEASE - POUCY UN	11  5000,	000
l I								
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	LES (Attach	ACORD 101, Additional Ran	marka Scheduli	, ifmore space	la 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			CANC	ELLATION				
City of Greeley  SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICE OF THE POLICE WILL BE DELIVERED IN								
Greeley, CO 80631-3808			ACC	ACCORDANCE WITH THE POLICY PROVISIONS.				
			AUTHO	REED REPRESE	NTATME			
ı					088-2000 40	ORD CORPORATION	I All rich	to meaning

ACORD 25 (2009/09) 1 of 1 The ACORD name and logo are registered marks of ACORD #S786373M786364

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.

JEI # (Optional)
Name of Organization
Address
Authorized Signature
Fitle
Date

## EXHIBIT 5 Pricing and Cost Sheet

Item	Pricing Details (i.e., annual cost, per container, per day, etc.)	Amount
Trash Service		
Required Collection		
Equipment		
Other (if any)		

Item	Annual Contract Extension Escalator Approach	Amount
Annual Increase (If greater		
than 4% increase annually,		
please explain reasoning)		

### **EXHIBIT 6 Equipment Specifications**

### Van Dyk Above Ground 3.5-4 Meter Containers

