



**CITY OF GREELEY
Purchasing**

**Request for Proposal
RFP #F23-11-085**

UCCC Food and Beverage Services

for

Culture, Parks, and Recreation Department

REQUEST FOR PROPOSAL (RFP)
RFP #F23-11-085

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

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

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

ONLY ELECTRONIC RFP RESPONSES WILL BE ACCEPTED 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 50 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 50 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	November 17 th , 2023
Recommended Pre-Proposal Conference Via Microsoft Teams (Link Below)	November 22 nd , 2023 @11am
Inquiry Deadline	November 29 th , 2023 by 5pm
Final Addendum Issued (Formal Answers)	December 1 st , 2023 by 5pm
Proposal Due Date	December 6 th , 2023 by 5pm
Intent to Award (Tentative)	December 8 th , 2023
Vendor Contract To Be Completed	December 15 th , 2023
City of Greeley Liquor license due	January 2 nd , 2024
State Liquor License Processed	To Be Completed by: March 1 st , 2024
Start of Services	March 25 th , 2024

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 223 940 582 104

Passcode: WCyRrG

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 347-966-8471,,645628276#](#) United States, New York City

Phone Conference ID: 645 628 276#

TABLE OF CONTENTS

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

EXHIBITS

Exhibit	Title
1	Proposal Acknowledgement
2	Liquor License Example
3	Insurance
4	Debarment Form

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

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

The City of Greeley is a home rule municipality with a council-manager form of government and is the county seat and the most populous municipality of Weld County, Colorado. Greeley is in northern Colorado and is situated 52 miles north-northeast of the Colorado State Capitol in Denver. According to the U.S. Census Bureau, the population of the city is roughly 111,000 which makes it the 12th-most populous city in Colorado. The City has an annual budget of ~\$490M with a fiscal year that starts Jan 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

Provide Food and Beverage services to the Union Colony Civic Center (UCCC) for all programming shows and rental events as scheduled. The vendor would provide all related products and services; including inventory, POS system, sufficient staffing, adequate equipment, and a tracking system for all sales with the ability to provide daily/nightly reports.

The City is looking for a vendor who will provide liquor services in addition to other concession food and non-alcoholic beverages. Per the State Liquor Laws, all vendors must have a lease to apply for a liquor license. The contract will include a non-exclusive lease of the UCCC for Food and Beverage services.

C. Goals

Create a consistency for Union Colony Civic Center patrons by providing an enhanced guest experience through food and beverage services. To select a vendor who will help Generate additional revenue for the city/UCCC with competitive commissions and a high standard of customer service.

SECTION II. STATEMENT OF WORK

A. Scope of Services

The Awarded Proposer should expect to serve approximately 75 or more events per year. There may be opportunities for food or alcohol services for privately hosted events.

The City shall provide water hook-ups, concession stalls/ areas, and electricity.

The Awarded Proposer shall maintain stocks of supplies on hand for all occasions to supply the needs for scheduled events. The City agrees to provide storage space for the Concessionaire to secure supplies as negotiated.

The Awarded Proposer will participate in regular scheduled meetings with UCCC management team to discuss details of events and to communicate concession plan for each event.

The Awarded Proposer shall provide trained and experienced staff to efficiently operate each concession stand during an event. Staff must be uniformed, at all times, and present themselves appropriately (clean uniform, customer service, hygiene, etc.) for each event. The Awarded Proposer shall not be considered a City Employee and in no-way should speak on the City's behalf.

The Awarded Proposer shall provide at least one individual to supervise/act as Manager on Duty for each event that food, non- alcoholic beverages, and alcoholic/malt beverage service is provided to ensure efficiency of operations.

The Awarded Proposer shall be responsible for all handling and distribution of all alcohol and malt-beverages during events. The Awarded Proposer will ensure that all employees have been properly trained and have taken appropriate measures to ensure that no underage person is served alcohol. Any breach of liquor laws or serving laws shall be the sole responsibility of The Awarded Proposer.

The Awarded Proposer shall submit sales reports and commission revenues reports to the UCCC Representative after each event, within 5 business days.

The Awarded Proposer, at their own coordination and expense, will be responsible for the thorough cleaning of the entire concessions area. Including, and without limitation, the disposal in the appropriately provided outdoor collection points. This includes storage areas. Storage areas will need to be clean and organized.

B. Period of Award

The completion date of providing the required product and services shall not exceed March 25th, 2029. The Contract term will be March 25th, 2024 – March 27th, 2027 with two (2) options for renewals each being one-year in length.

The Awarded Proposer shall annually submit inventory and pricing to the city representative for comparison with other facilities in Northern Colorado. The city representative will verify that the prices of Concessionaire are competitive for quality, service and portion size with other similar operations in the designated area. The City must approve of any changes made to the menu prior events.

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. 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.

There may be an annual increase in prices that shall not exceed more than 5% the proposed cost of products. The vendor must make themselves, and their financial data pertaining to city events, available for audit 15 days after written notice from the City.

C. Minimum Mandatory Qualifications of Offeror

- Proof of, or planned, TIPS training for all staff who will be serving alcohol
 - Must accomplish planned training has occurred before March 25th, 2024
- Minimum 5 years' operating a food and beverage business, restaurant, or bar

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 an opportunity to make inquiries during the pre-proposal conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFP (be sure to reference RFP number) should be referred to:

E-Mail: Purchasing@greeleygov.com
Subject Line: RFP #F23-11-085

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

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

D. Insurance

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

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

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

Awarded offeror must present the City with proof of PROFESSIONAL LIABILITY COVERAGE with a minimum limit of \$1,000,000.

E. Modification or Withdrawal of Proposals

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

F. Minor Informalities

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

G. Responsibility Determination

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

H. Acceptance of RFP Terms

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate

acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein.

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 will be given to The Awarded Proposer after an Intent of Award is given.

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.
5. Failure to adhere to best practices for serving alcohol and all liquor laws

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.

AA. Background Checks Requirement

1. Per state and city requirements, all individuals must pass a background check to receive a liquor license. No persons who hold a liquor license may have been charged with a Felony and must pass a background check. The City may Award another Vendor or issue a No-Award if The Awarded Proposer is discovered to hold a felony charge and/or fails a background check.

SECTION IV. PROPOSAL SUBMISSION

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

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

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB. The Proposal must not exceed 50 total pages, excluding cover letter, index or table of contents, front and back covers, and title pages/separation tabs. Pages shall be 8 ½ x 11 inches except for up to four (4) pages of 11 x 17 inches. Eleven-point font or larger must be used for the proposal and appendices. Resumes included as an appendix are not considered part of the 50 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 format 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).

Please include a statement or page confirming your adherence to

B. Use of Subcontractors/Partners

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

C. Minimum Mandatory Qualifications

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

D. Company Information

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

E. Equipment List

Please list all equipment you will be using for concession services for all food, non- alcoholic beverages, and all alcohol/Malt beverages

1. Costs associated rent vs own
2. Required items
3. Nice-to-have
4. Other/special mention- please any item you feel would add value to proposal

F. Evaluation Criteria

Your proposal must clearly address all the following evaluation criteria:

Evaluation Criterion #1- Company and Personnel Qualifications

1. Describe your customer service philosophy.
2. List the number of people that you can commit to working per event and the amount of time that is expected to be spent for set-up and clean-up per event.

3. Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.
 - a. Please limit the resumes to 2-5 per proposal.

Evaluation Criterion #2 –Approach to Scope of Work

1. Describe how you will accomplish the tasks and requirements outlined in the Section II, A
2. Please address all items as outlined in Section II, A

Evaluation Criterion #3 - Commission Structure and Value/Cost of Efforts

1. Provide a percentage-based model for how revenues will be split.
 - a. Minimum of 15% of net-profit must be included
 - b. Proposals that include more than 18% will be scored higher
2. Outline any costs that may be associated with operating concessions.
3. Add table for products that will be used on your menu

Evaluation Criterion #4 - Menu

1. Provide a menu that shows variety, quality products, and that can be executed efficiently. Include both food items, beverage items, and Alcoholic Beverages/liquors.
2. Include competitive pricing for menu items.
3. Please provide 2-3 examples of custom drinks for events.
 - a. Please use Wheel of Fortune and Kenny Chesney concert as your example events.

Eval Criterion #5 - References

1. Provide information from at least three accounts of similar scope. Include, at a minimum, the following information:
 - a. 1) Company Name, 2) Contact Name, 3) Phone Number, 4) Email Address, 5) Brief description of project scope and vale, 6) Status of project.
2. The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
3. In addition to the references, please include pictures that highlight your quality of work at previous events. Please have a minimum 3 pictures at 3 different events.

G. Proposal Acknowledgement

Include this form as provided in Exhibit 1.

H. Certificate of Insurance

A sample Certificate of Insurance is provided in Exhibit 3.

I. 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..... | 15 Points |
| 3. Commission Structure and Value/Cost of Efforts..... | 40 Points |
| 4. Menu..... | 10 Points |
| 5. References..... | 10 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

This solicitation is on a tight timeline in order to have services started by March, 2024. By Signing this acknowledgement, you are agreeing to the following:

I, _____, hereby certify that my firm/organization/entity is willing to commit to the timeline outlined on page 2; Foregoing any unforeseen circumstances and/or improper City Turnaround times.

EXHIBIT 2
Liquor License Example
[\(Incorporated by Reference\)](#)

EXHIBIT 3 **SAMPLE CERTIFICATE OF INSURANCE**

Client#: 12170		GRECI		DATE (MM/DD/YYYY) 05/14/2013	
ACORD-25 CERTIFICATE OF LIABILITY INSURANCE					
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
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 INSURER A: Financial Rating of A INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC #
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSURANCE	TYPE OF INSURANCE	TOOL TOOLS	POLICY NUMBER	POLICY EFF	POLICY EXP
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	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				
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAMS-MADE DEDUCTIBLE \$ RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A			
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		

© 1988-2009 ACORD CORPORATION. All rights reserved.

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

DSM

EXHIBIT 4
DEBARMENT/SUSPENSION CERTIFICATION STATEMENT

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

DUNS # (Optional) _____

Name of Organization _____

Address _____

Authorized Signature _____

Title _____

Date _____