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**CITY OF GREELEY  
Purchasing**

**Request for Proposal  
RFP #F24-03-029**

**Recreation Division Concession Services**

**for**

**Culture, Parks, and Recreation Department  
Recreation Division**

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**REQUEST FOR PROPOSAL (RFP)**  
**RFP # F24-03-029**

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

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

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

**ONLY ELECTRONIC RFP RESPONSES WILL BE ACCEPTED.**

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

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB. The Proposal must not exceed 30 total pages, excluding cover letter, index or table of contents, front and back covers, and title pages/separation tabs. Pages shall be 8 ½ x 11 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 30 pages.

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

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

<b>Schedule of Events (subject to change)</b>	<b>All times are MST</b>
RFP Issued	March 27th, 2024
Optional Pre-Proposal Conference Via Microsoft Teams (Link Below)	April 3rd, 2024 @9:30am
Inquiry Deadline	April 5 <sup>th</sup> , 2024 by 3pm
Final Addendum Issued	April 8 <sup>th</sup> , 2024
Proposal Due Date	April 17 <sup>th</sup> , 2024 by 3pm
Intent to Award (Tentative)	April 25 <sup>th</sup> , 2024
Vendor Contract to be Completed	May 15 <sup>th</sup> , 2024
Start of Services	May 25th, 2024

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

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

Meeting ID: 225 282 961 43

Passcode: SVDsTS

**Dial-in by phone**

[+1 347-966-8471,,666610878#](#) United States, New York City

[Find a local number](#)

Phone conference ID: 666 610 878#

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

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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 1<sup>st</sup>, and employees over 1100 employees. Greeley is a major city of the Front Range Urban Corridor and home to the University of Northern Colorado which is a public baccalaureate and graduate research university with approximately 12,000 students and six colleges as well as Aims Community College, which has served the community since 1967.

### **B. Overview**

The Awarded Proposer shall provide Non-Exclusive Concessions services to the 2 outdoor pools, 3 outdoor sports complexes, and 1 recreation center for operational hours 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 reports.

### **C. Goals**

Create consistency for Recreation Division 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/Recreation Division with competitive commissions and quality food and beverage products for guests.

## **SECTION II. STATEMENT OF WORK**

### **A. Scope of Services**

The Awarded Proposer should expect to serve during the Spring/Summer/Fall operating seasons of the 2 outdoor pools and 3 outdoor sports areas. Proposers may select which areas they wish to bid on. Anticipated operating seasons, desired hours of operation for concessions, and site operating specifications of the outdoor spaces are as follows:

#### **Discovery Bay Outdoor Pool**

##### **715 East 24<sup>th</sup>**

Season: Late May thru Early September

Concession Hours: Monday, Tuesday, Thursday, Friday 12-6pm; Wednesday 12-8pm

Activity: Open swim, private rentals

Average Daily Attendance: 370

Site Operating Specifications: Outdoor space for food truck, trailer, or kiosk. No water/electricity hookups available.

#### **Centennial Outdoor Pool**

##### **2315 Reservoir Rd**

Season: Late May thru Early September

Concession Hours: Monday, Tuesday, Wednesday, Friday 1-6pm; Thursday 1-8pm; Saturday, Sunday 12-6pm.

Activity: Open swim, private rentals

Average Daily Attendance: 300

Site Operating Specifications: Indoor dedicated concession space in bathhouse, approximately 15' x 8'. Water and electricity available in bathhouse concession only.

#### **Twin Rivers Sports Complex**

##### **1501 65<sup>th</sup> Ave**

Season: Late March thru Mid-October

Concessions Hours: Spring Season, (late March thru mid-May): Monday, Wednesday, Friday 6-9pm; Adult Softball  
Summer Season, (late May thru mid-August): Monday & Friday 6-9pm; Adult Softball; Tuesday & Thursday 4-9pm, Youth T-ball/Adult Softball  
Fall Season, (early September thru mid-October): Monday, Wednesday, Friday 6-9pm; Adult Softball

Activity: Adult softball, Youth t-ball

Average Daily Attendance: 400

Site Operating Specifications: Outdoor space for food truck, trailer, or kiosk. No water/electricity hookups available.

### **Monfort Park Sports Fields**

#### **2122 50<sup>th</sup> Ave**

Seasons: Early April thru mid-May, early September thru mid-October.

Concession Hours: Spring Season, (early April thru mid-May): Saturdays 9am-3pm; Youth Sports  
Fall Season, (early September thru mid-October): Saturdays 9am-3pm; Youth Sports

Activity: Youth sports

Average Daily Attendance: 1,200

Site Operating Specifications: Indoor dedicated concession space or outdoor space for food truck, trailer, or kiosk. Water/electricity available only in concession space.

### **Balsam Park Sports Fields**

#### **2437 Balsam Ave**

Seasons: Early April thru mid-May, early September thru mid-October.

Concession Hours: Spring Season, (early April thru mid-May): Saturdays 9am-3pm; Youth Sports  
Fall Season, (early September thru mid-October): Saturdays 9am-3pm; Youth Sports

Activity: Youth sports

Average Daily Attendance: 600

Site Operating Specifications: Outdoor space for food truck, trailer, or kiosk. No water/electricity hookups available.

### **Greeley Recreation Center**

#### **651 10<sup>th</sup> Ave**

Season: Mid-January thru Early March

Concession Hours: Saturdays 9am-3pm

Activity: Youth sports

Average Daily Attendance: 500

Site Operating Specifications: Outdoor space for food truck, trailer, or kiosk. No water/electricity hookups available.

The Awarded Proposer shall maintain stocks of supplies on hand for all occasions to supply the needs for scheduled events.

The Awarded Proposer will participate in regular scheduled meetings with the Recreation Division management team to discuss details of concessions services at awarded sites.

The Awarded Proposer shall provide trained and experienced staff to efficiently operate each awarded concession site. Staff must be uniformed, at all times, and present themselves appropriately (clean uniform, customer service, hygiene, etc.).

The Awarded Proposer shall not be considered a City Employee and in no way should speak on the City's behalf.

## **B. Period of Award**

The completion date of providing the required product and services shall be February 28, 2026.

**C. Minimum Mandatory Qualifications of Offeror**

*Please note proof of each Minimum Mandatory Qualification Must be provided in your Proposal to be considered Complying. Failure to provide the below items may result in your proposal not being considered.*

- Minimum 3 years of concessions experience
- Valid County Health Department Food Services License
- Valid City Sales Tax License
- Registration on the Sam.gov website (must be done prior to contract execution)

**SECTION III. ADMINISTRATIVE INFORMATION**

**A. Issuing Office**

The City's contact name listed herein is to be the sole point of contact concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.

**B. Official Means of Communication**

All official communication from the City to offerors will be via postings on an electronic solicitation notification system, the Rocky Mountain Bid System ([www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com)). The Purchasing Contact will post notices that will include, but not be limited to, proposal document, addenda, award announcement, etc. It is incumbent upon offerors to carefully and regularly monitor the Rocky Mountain Bid System for any such postings.

**C. Inquiries**

Prospective offerors may make written inquiries by e-mail before the written inquiry deadline concerning this RFP to obtain clarification of requirements. There will be 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 # F24-03-029

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.

**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.

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

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

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

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

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

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

## **SECTION V. RESPONSE FORMAT**

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

### **A. Cover Letter**

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

### **B. Use of Subcontractors/Partners**

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

### **C. Minimum Mandatory Qualifications**

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

### **D. Company Information**

1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
2. Identify the year in which your company was established and began providing concessions services.
3. Describe any pending plans to sell or merge your company.
4. Provide a comprehensive listing of all the services you provide.
5. Provide 3 references from other governmental organizations or private businesses that you have partnered with to provide similar services. Include name of organization, contact person name, phone number, and email address.

### **E. 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 at each site.
3. Provide the names and qualifications of the key personnel that will be performing the proposed services, including the primary project manager.

#### **Evaluation Criterion #2 – Approach to Scope of Work**

1. Detail which sites you are bidding on from Section II, A.
2. Describe how you will deliver services as outlined in Section II, A including the type of concessions you will utilize, food truck or trailer, kiosk, or on-site concession facility (where applicable).

3. Describe how you will maintain cleanliness of your concession's operations and the City site that you operate on.

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

1. Provide a percentage-based model for how revenues will be split.
  - a. A minimum of 7% of gross sales must be included.
  - b. Proposals that include more than 10% of gross sales will be scored higher.
2. Detail how you will provide reporting to determine actual revenues due the City.

**Evaluation Criterion #4 - Menu**

1. Provide a menu that shows the variety and quality of the products you plan to offer.
2. Include pricing for menu items.
3. Bottled water must be made available as a menu item at each site.

**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:.....        | 20 Points |
| 2. | Approach to Scope of Work:.....                   | 20 Points |
| 3. | Commission Structure, Value/Cost of Efforts:..... | 40 Points |
| 4. | Menu.....   | 20 Points |

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

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

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

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

## **COOPERATIVE PURCHASING STATEMENT**

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

**EXHIBIT 1**  
**PROPOSAL ACKNOWLEDGEMENT**

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

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

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

\_\_\_\_\_  
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 3**  
**SAMPLE CERTIFICATE OF INSURANCE**

Client#: 12170		GRECI	DATE (MM/DD/YYYY) 05/14/2013														
<b>ACORD-25 CERTIFICATE OF LIABILITY INSURANCE</b>																	
<small>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.</small>																	
<small>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).</small>																	
<small>PRODUCER</small> ABC Insurance Company P. O. Box 1234 Anywhere, USA		<small>CONTACT NAME:</small> <small>PHONE (A/C, No, Ext):</small> <small>FAX (A/C, No):</small> <small>EMAIL ADDRESS:</small> <small>PRODUCER CUSTOMER ID #:</small>															
<small>INSURED</small> Sample Certificate		<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="text-align: center;"><small>INSURER(S) AFFORDING COVERAGE</small></td><td style="text-align: center;"><small>NAIC #</small></td></tr><tr><td><small>INSURER A: Financial Rating of A</small></td><td></td></tr><tr><td><small>INSURER B:</small></td><td></td></tr><tr><td><small>INSURER C:</small></td><td></td></tr><tr><td><small>INSURER D:</small></td><td></td></tr><tr><td><small>INSURER E:</small></td><td></td></tr><tr><td><small>INSURER F:</small></td><td></td></tr></table>		<small>INSURER(S) AFFORDING COVERAGE</small>	<small>NAIC #</small>	<small>INSURER A: Financial Rating of A</small>		<small>INSURER B:</small>		<small>INSURER C:</small>		<small>INSURER D:</small>		<small>INSURER E:</small>		<small>INSURER F:</small>	
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<small>INSURER E:</small>																	
<small>INSURER F:</small>																	
<small>COVERAGES</small> <small>CERTIFICATE NUMBER:</small> <small>REVISION NUMBER:</small>																	
<small>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.</small>																	
<small>INSURANCE TYPE</small>	<small>TYPE OF INSURANCE</small>	<small>TOOL BOX NR. NVR</small>	<small>POLICY NUMBER</small>	<small>POLICY EFF. DATE (MM/DD/YYYY)</small>	<small>POLICY EXP. DATE (MM/DD/YYYY)</small>	<small>LIMITS</small>											
<input checked="" type="checkbox"/>	<small>GENERAL LIABILITY</small>					<small>EACH OCCURRENCE</small> \$1,000,000											
	<input checked="" type="checkbox"/> <small>COMMERCIAL GENERAL LIABILITY</small>					<small>DAMAGE TO RENTED PREMISES (Ea occurrence)</small> \$100,000											
	<input type="checkbox"/> <small>CLAIMS-MADE</small> <input checked="" type="checkbox"/> <small>OCCUR</small>					<small>MED EXP (Any one person)</small> \$5,000											
						<small>PERSONAL &amp; ADVI INJURY</small> \$1,000,000											
						<small>GENERAL AGGREGATE</small> \$2,000,000											
	<small>GEN'L AGGREGATE LIMIT APPLIES PER:</small>					<small>PRODUCTS - COMP/OP AGG</small> \$2,000,000											
	<input type="checkbox"/> <small>POLICY</small> <input type="checkbox"/> <small>PROD-ACC</small> <input type="checkbox"/> <small>LOC</small>					\$											
<input checked="" type="checkbox"/>	<small>AUTOMOBILE LIABILITY</small>					<small>COMBINED SINGLE LIMIT (Ea accident)</small> \$1,000,000											
	<input checked="" type="checkbox"/> <small>ANY AUTO</small>					<small>BODILY INJURY (Per person)</small> \$											
	<input type="checkbox"/> <small>ALL OWNED AUTOS</small>					<small>BODILY INJURY (Per accident)</small> \$											
	<input type="checkbox"/> <small>SCHEDULED AUTOS</small>					<small>PROPERTY DAMAGE (Per accident)</small> \$											
	<input checked="" type="checkbox"/> <small>HIRED AUTOS</small>					\$											
	<input checked="" type="checkbox"/> <small>NON-OWNED AUTOS</small>					\$											
						\$											
						\$											
	<small>UMBRELLA LIAB</small>					<small>EACH OCCURRENCE</small> \$											
	<small>EXCESS LIAB</small>					<small>AGGREGATE</small> \$											
	<small>DEDUCTIBLE</small>					\$											
	<small>RETENTION \$</small>					\$											
	<small>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</small>					<input checked="" type="checkbox"/> <small>NO STALL-TOBY LIMITS</small> <input type="checkbox"/> <small>OTH-PR</small>											
	<small>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</small>	Y/N				<small>E.L. EACH ACCIDENT</small> \$100,000											
	<small>If yes, describe under DESCRIPTION OF OPERATIONS below</small>	N/A				<small>E.L. DISEASE - EA EMPLOYEE</small> \$100,000											
						<small>E.L. DISEASE - POLICY LIMIT</small> \$500,000											
<small>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)</small> 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.																	
<small>CERTIFICATE HOLDER</small>				<small>CANCELLATION</small>													
City of Greeley 1000 10th St Greeley, CO 80631-3808				<small>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</small>													
				<small>AUTHORIZED REPRESENTATIVE</small>													

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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 \_\_\_\_\_