



**CITY OF GREELEY
Purchasing**

**Request for Proposal
RFP #F22-06-057**

CITY OF GREELEY HOUSING NEEDS ASSESSMENT

for

COMMUNITY DEVELOPMENT

REQUEST FOR PROPOSALS (RFP)
RFP #F22-06-057

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

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

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

ONLY ELECTRONIC RFP RESPONSES WILL BE ACCEPTED DURING THE COVID-19 EVENT

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

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

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

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

Schedule of Events (subject to change)	All times are MST
RFP Issued	Monday, June 27, 2022
Pre-Proposal Conference	N/A
Inquiry Deadline	Monday, July 11, 2022 before 4:00 P.M.
Final Addendum Issued	Friday, July 15, 2022
Proposal Due Date	Monday, July 18, 2022 before 4:00 P.M.
Interviews (tentative)	Week of August 2, 2022
Notice of Award (tentative)	Week of August 9, 2022

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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 requesting proposals from consultants who can conduct a City-wide housing needs assessment to determine gaps in the City of Greeley's housing inventory and assess all housing needs, specifically identify opportunities for affordable housing development projects throughout the City. The assessment should also examine the needs in the next 5 to 10 years, taking into consideration existing and anticipated demand and look for opportunities to utilize the newly-adopted missing middle housing options contained in the 2021 Development Code. This project is being funded through a grant award through the Innovative Housing Opportunities Planning (IHOP) grant (HB 21-1271).

This assessment should include a priority list for affordable housing opportunities throughout the City. The top priority area will be identified on a map and the consultant shall work with City staff and property owners within the identified area to develop a subarea plan for development and redevelopment opportunities in the area. The subarea plan will guide and promote development in the area, with affordable housing projects meeting specific design, density, and other criteria established in the subarea plan, granted an expedited review process and reduced development application fees.

Building on the City's Strategic Housing Plan and the City's Imagine Greeley Comprehensive Plan, the City adopted the 2021 Development Code to provide a full suite of housing options for housing diversity, reduced lot sizes, and small format housing.

Specifically, the 2021 code update reduced the minimum lot size requirements in all residential zone districts and provided additional options for small format housing. The new code also expanded options for accessory dwelling units (ADUs) to the residential-medium (R-M) density zone district. The 2021 Development Code implements several qualifying strategies listed in the Colorado Housing Bill, HB 21-1271, such as small square footage lots, small unit sizes, additional options for ADUs, and increased density. The newly adopted Development Code expands opportunities to allow creative and diverse housing types within undeveloped and established neighborhoods.

Housing Needs Assessment and Subarea Plan:

The city-wide housing needs assessment along with the prioritization of the results and the subarea plan will allow affordable housing proposals following the subarea plan to be afforded reduced fees and an expedited development review process. As part of the assessment, the consultant shall evaluate the areas best suited for affordable housing development and redevelopment and work with property owners and City staff to draft and adopt a subarea plan for the area. The subarea plan shall provide incentives such as reduced development fees and expedited review times for affordable housing projects that meet the design criteria established in the subarea plan.

Grant:

In 2022, the City of Greeley received a Colorado Department of Local Affairs (DOLA) grant to hire a consultant to conduct a city-wide housing needs assessment and develop a subarea plan to implement 2 additional qualifying strategies: expedited review and reduced fees. Thus, the City now seeks to contract with a qualified entity to serve as a Consultant or Consultant(s) ("Consultant") to conduct a city-wide housing needs assessment, which includes prioritizing the assessment results, creating a subarea plan, and allowing reduced fees and expedited development review process for affordable housing projects within the subarea.

Demographic Information:

The City of Greeley has a rich history and is a culturally diverse city that spans over 49.8 square miles. Approximately 110,787 persons live in Greeley. It has grown in the last decade by 15.42%, the cost of living has gone up, and there's been an increased need for affordable housing. Greeley's median home sales price is \$435,000, the median household income is \$61,492, and the poverty rate is 15%.

Existing Plans that Support this Project:

The [Greeley City Council Vision for 2040 & 3-year Priorities for 2040 Vision](#) – over the next three years, City staff shall work to implement the priorities listed.

The [Imagine Greeley Comprehensive Plan](#) – Housing element (HO); GOAL HO-1: Improve access to housing for all income levels, ages, and physical abilities.

The [Strategic Housing Plan](#) – Has Nine (9) housing strategies:

1. Amend the Development Code to promote housing choice;
2. Minimize development costs for affordable housing;
3. Engage alternative housing providers to build affordable housing;
4. Improve the housing product mix;
5. Address the impact of raw water cost on housing affordability;
6. Complete subarea and neighborhood plans;
7. Create more ownership, move-up, and executive housing options;
8. Encourage vocational training and apprentice programs for building trades; and
9. Facilitate the development of manufactured home communities as an essential affordable housing option.

B. Overview of the Housing Needs Assessment and Subarea Plan

City-Wide Assessment:

The Housing Needs Assessment:

1. Completion of a City-wide Housing Needs Assessment;
2. Prioritization of results based on affordable housing opportunities; and
3. Development of a Subarea Plan;
4. Implementation of new qualifying strategies (reduced development review fees and expedited development review process) for projects following the goals and policies of the subarea plan.

The assessment shall provide an overview of the City's current housing stock, identify gaps in housing options, and identify areas that could best utilize newly-adopted missing middle housing options. This includes development in small lot sizes, small format housing, and Accessory Dwelling Units (ADUs) using qualitative and quantitative analysis designed to identify the unmet housing needs, barriers to meeting unmet needs, and opportunities for increased efficiencies in allocating program resources.

Additionally, the Consultant shall prioritize the findings and identify an area that is best suited for affordable housing (new, infill, or redevelopment). Once identified, a subarea plan would be created with design and performance standards. Future affordable housing projects meeting the design and performance standards would be granted an expedited review process and reduced development review fees.

The City's new Residential Development Standards lowered the minimum lot size in some zone districts to as small as 1,500 square feet, which could allow new or further subdivision of existing, larger lots for new, more affordable, small-format housing options. The City's newly-expanded housing regulations also allow tiny homes in the Residential – Micro-Housing District (RMH), providing another opportunity for affordable housing in the City of Greeley. The subarea plan will provide standards and provisions to incorporate these missing middle housing options into the existing development throughout the subarea.

Stakeholder Engagement:

The Consultant shall conduct an outreach and engagement process with property owners and stakeholders in the identified subarea plan area and adjacent area to discuss opportunities for development and redevelopment with an emphasis on affordable housing opportunities.

Consideration of the candidate area shall be given to the surrounding context, feedback, and citizen comments. The subarea plan shall also provide specific design criteria for affordable housing development such as density; height; setbacks; site design; parking design; bulk, scale and mass; and building orientation. By utilizing the strategies identified in the subarea plan or overlay district, projects in these areas could be processed more quickly due to the outreach and community involvement achieved during the more focused planning process and be eligible for reduced application fees.

C. Goals

Provide a city-wide housing needs assessment, identify an area best suited to implement the missing middle and affordable housing options, create a subarea plan with standards and criteria for affordable housing

opportunities, and allow an expedited review process and reduced fees for affordable housing projects meeting the standards.

SECTION II. STATEMENT OF WORK

A. Scope of Services

- 1) **Project Orientation Meeting.** At the beginning of the project, the Consultant shall meet with the City staff for a project orientation meeting. Staff and the Consultant shall outline the project process, goals, and schedule in detail.
- 2) **Issue Identification.** The Consultant shall describe its methodology for completing the housing needs assessment and subarea plan. The Consultant shall describe the methodology for gathering and analyzing data, outline the strategy for crafting a strategic subarea plan that would utilize the missing middle housing options recently adopted in the 2021 Development Code to provide additional opportunities for affordable housing. The Consultant shall provide 2 project outlines – one for the assessment and one for the subarea plan.
- 3) **Housing Needs Assessment.** The Consultant shall conduct city-wide housing needs assessment, analyze gaps in existing housing stock, evaluate undeveloped properties, identify opportunities to implement missing middle housing options, anticipate housing needs in the next 5-10 years, and prioritize the housing needs assessment results for future affordable housing projects.
- 4) **Analysis.** The Consultant shall compile and analyze the data, identify current and future housing gaps, and specify areas for affordable housing development (utilizing an AMI of 80% Rental and 140% Ownership). The assessment shall quantify housing gaps and number of units needed, by both rental and ownership, price point, lot size, and bedroom type. The assessment shall include a detailed written report and data set accessible to all community members, stakeholders, and staff, and the subarea plan for staff to present to the Planning Commission and City Council.
- 5) **Prioritize Areas.** The Consultant shall prioritize areas identified in the assessment that provide the greatest number of options and opportunities for affordable housing projects. Once the priority list is finalized, the Consultant shall identify the top 1 to 2 areas most suited for affordable housing opportunities which will be reviewed by staff for the subarea plan. These findings and priorities shall be included in a detailed report available for staff, Planning Commission, and City Council.
- 6) **Subarea Plan.** The Consultant shall work with staff to map a subarea, compile a list of property owners within the subarea, and outline a schedule for stakeholder engagement. The Consultant shall work with stakeholders to analyze future housing opportunities in the area, develop design and performance standards for affordable development projects within the subarea plan, and create criteria for review of future affordable housing projects that meet the performance standards. Illustrations and design standards shall be included in the subarea plan.
- 7) **Subarea Stakeholder Engagement.** The Consultant shall coordinate and lead a public participation process with stakeholders. The project is expected to span from 10 to 12 months, with completion before June 20, 2023. Therefore, the Consultant must explain the approach and methods used to continue the project momentum throughout the process, including, but not limited to timelines, project milestones, and stakeholder participation.
- 8) **Progress Reports.** The Consultant is expected to submit progress reports every other week via emails and follow-up conference calls and outline the following subjects:
 - a) Recently Performed Work;
 - b) Upcoming Tasks;
 - c) Upcoming Milestones;
 - d) Scope and Schedule (progress/issues);

- e) Issues/Obstacles “To Be Aware Of;” and
 - f) Budget status. Budget shall be broken down by scope of work task and invoices shall reflect each individual task and portion of budget allocated to each task.
- 9) Public Hearing Support. The Consultant shall assist staff with staff reports and preparation of a presentation of the final draft of the Housing Needs Assessment to the Planning Commission and City Council.
- 10) Adopted Plan. The Consultant shall provide a final copy of the adopted plan in a modifiable digital file, compatible with the systems and programs utilized by the City. If applicable, GIS (Geographic Information Systems) data modified or produced for developing the Housing Needs Assessment and subarea plan shall be compatible with the City of Greeley’s Geographic Information System (GIS).
- 11) Role of the City Staff.
- a) Coordination of meetings such as hearings, dissemination of press releases, scheduling meetings, setting up facilities, and so forth.
 - b) Participation in stakeholder meetings.
 - c) Presentations to Planning Commission and City Council.
 - d) Production of copies of documents.
 - e) Review and respond to draft documents.
- 12) Deliverables.
- a) In conjunction with City communication staff, develop and maintain a project website for the subarea plan which includes the project status, upcoming events, and opportunities for community input.
 - b) Digital files of documents for distribution during the review and comment phase of the document.
 - c) Modifiable digital files of approved documents and graphics (files shall be delivered in a method or form deemed acceptable by the City).

B. Period of Award

The project shall be completed within 12-month timeframe, unless extended by the City. A schedule for each task shall be provided, along with the time allocated for interface with City staff, stakeholders, community engagement, and adoption process.

The completion date of providing the required product and services shall be twelve months from execution date of contract with selected consultant but no later than September 30, 2023.

If the City desires to extend the contract no later than thirty (30) days before 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 shall determine whether to extend the contract. All awards and extensions are subject to annual appropriation of funds. The provisions of the preceding paragraphs concerning 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 contract shall be awarded to the team that best demonstrates the ability to complete the housing needs assessment and subarea plan and meets the expectations of the City. All proposals shall be evaluated based on the following:

- a) Demonstrated ability to complete the assessment and plan and meet the expectations of the City;

- b) The Consultant's specific experience in working with housing assessments, economic analysis, market studies, development plans, comprehensive plans, strategic plans, subarea plans, neighborhood plans, corridor studies, and development code projects for local governments;
- c) Project understanding;
- d) Experience and proficiency of the project team in completing housing needs assessments and developing subarea plans and completing similar projects with local governments;
- e) Proposed project approach, both technical and innovative;
- f) Proposed project budget; The cost proposal shall include the hourly rate for services. Include any sub-consultant's fee schedules, if applicable. This should include hourly billable costs of each team member who will participate in the project. An itemized list of accrued fees shall be provided to the City's project manager prior to payment of services and provide the marked-up percentage of these items. The cost should include other costs, such as mileage, copies, etc. Mileage will not be covered by the City of Greeley for travel to, from or within the City.
- g) Feedback from professional references; and
- h) Responsiveness of Proposal.

SECTION III. ADMINISTRATIVE INFORMATION

A. Issuing Office

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

B. Official Means of Communication

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

C. Inquiries

Prospective offerors may make written inquiries by e-mail before the written inquiry deadline concerning this RFP to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFP (be sure to reference RFP number) should be referred to:

E-Mail: Purchasing@greeleygov.com
 Subject Line: **RFP #F22-06-057 Greeley Housing Needs Assessment**

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

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

D. Insurance

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

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

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

E. Modification or Withdrawal of Proposals

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

F. Minor Informalities

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

G. Responsibility Determination

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

H. Acceptance of RFP Terms

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

I. Protested Solicitations and Awards

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

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

J. Confidential/Proprietary Information

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

K. Acceptance of Proposal Content

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

L. RFP Cancellation

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

M. Negotiation of Award

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

N. Contract

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

O. RFP Response/Material Ownership

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

P. Incurring Costs

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

Q. Utilization of Award by Other Agencies

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

R. Non-Discrimination

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

S. News Releases

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

T. Certification of Independent Price Determination

1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:
 - a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
 - c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
2. Each person signing the Request for Proposal form of this proposal certifies that:
 - a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above; or
 - b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above.
3. A proposal will not be considered for award where (1.a), (1.c), or (2.) above has been deleted or modified. Where (1.b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.
4. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

U. Taxes

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

V. Assignment and Delegation

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

W. Availability of Funds

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

X. Standard of Conduct

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

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

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.

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

Y. Damages for Breach of Contract

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

Z. Other Statutes

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

SECTION IV. PROPOSAL SUBMISSION

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

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

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

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

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

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

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

SECTION V. RESPONSE FORMAT

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

A. Cover Letter

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

B. Use of Subcontractors/Partners

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

C. Minimum Mandatory Qualifications

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

D. Company Information

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

E. Evaluation Criterion #1 - Company and Personnel Qualifications

1. Describe your customer service philosophy.
2. Provide information from at least three accounts of similar scope. Include, at a minimum, the following information: 1) client organization 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 proposal as well as other references without prior notification to you.
3. List the number of people that you can commit to working on this project and the amount of time each is expected to spend on the project.

4. Provide the names and resumes of the key personnel that shall be performing the proposed services, including the primary project manager.
5. Provide previous experience and past performance, especially successful housing needs assessment and subarea plans in Colorado.
6. Understanding of the City's goals and innovation of approach.
7. List the names of the subcontractors you expect to use (if any), 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 shall be working on the project.
8. Provide a specific timeline or schedule for the work. Show milestones and completion dates on the schedule.
9. Describe the methods and timeline of communication your firm shall use with the City's project manager, other involved City staff, and other interested parties.

Evaluation Criterion #2 – Approach to Scope of Work

1. Describe any project approaches or ideas that you would apply to this project and that you feel would enhance the quality of your services.

Evaluation Criterion #3 – Value of Efforts

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

F. Proposal Acknowledgement

Include this form as provided in Exhibit 1.

G. Certificate of Insurance

A sample Certificate of Insurance is provided in Exhibit 3.

H. Debarment Form

Include this form as provided in Exhibit 4.

SECTION VI. EVALUATION AND AWARD

A. Proposal Evaluation

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

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

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

List Evaluation Criteria here:

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

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

B. Determination of Responsibility of the Offeror

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

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

COOPERATIVE PURCHASING STATEMENT

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

**EXHIBIT 1
PROPOSAL ACKNOWLEDGEMENT**

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

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

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

Original Signature by Authorized Officer/Agent

Type or printed name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Proposal Valid Until (at least for 90 days)

E-Mail Address

Website Address

Project Manager:

Name (Printed)

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Email Address

**EXHIBIT 2
SAMPLE CONTRACT**

(Incorporated by Reference, link below)

[Sample Contract.pdf](#)

**EXHIBIT 3
SAMPLE CERTIFICATE OF INSURANCE**

Client#: 12170 GRECI
ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)
05/14/2013

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(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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Financial Rating of A</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Financial Rating of A		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

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.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
	<input checked="" type="checkbox"/> 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				EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAMS-MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				<input checked="" type="checkbox"/> WC STALL-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Greeley is named as Additional Insured on General Liability. Waiver of subrogation is included on Work Compensation. This insurance is primary and noncontributory to insurance policies held by the City.

CERTIFICATE HOLDER City of Greeley 1000 10th St Greeley, CO 80631-3808	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EXHIBIT 4
DEBARMENT/SUSPENSION CERTIFICATION STATEMENT

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

DUNS # (Optional) _____

Name of Organization _____

Address _____

Authorized Signature _____

Title _____

Date _____