

# CITY OF GREELEY Purchasing

Request for Proposal RFP #F24-06-049

**BESTWAY FENCE INSTALLATION** 

for

**DEPARTMENT OF PUBLIC WORKS** 

#### REQUEST FOR PROPOSAL (RFP) RFP #F24-06-049

Procurement Contact: Margaret Almanzar

Email Address: Purchasing@greeleygov.com

Telephone Number: 970-350-9794

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

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

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

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

Proposals shall be submitted in a single PDF file under 20MB. The Proposal must not exceed 20 total pages, excluding cover letter, index or table of contents, front and back covers, detailed cost proposal, any mandatory required exhibits, and title pages/separation tabs. Pages shall be 8  $\frac{1}{2}$  x 11 inch except for up to four (4) pages of 11 x 17 inches. Eleven-point font or larger must be used for the proposal and appendices

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	6/24/2024
Optional Pre-Proposal Conference include	6/27/2024 @ 9:00 a.m. via Microsoft
date/time and location	Teams Meeting
Inquiry Deadline	7/10/2024 by 2:00 p.m. Emailed to
	Purchasing@greeleygov.com
Final Addendum Issued	7/15/2024
Proposal Due Date	7/18/2024 by 2:00 p.m. Emailed to
	Purchasing@greeleygov.com
Interviews (tentative)	TBD
Notice of Award (tentative)	8/3/2024

Invitation for you to attend a Pre-Proposal meeting via Microsoft Teams, Thursday, June 27, 2024, at 9:00 A.M. (MST)

## Microsoft Teams Need help?

### Join the meeting now

Meeting ID: 292 214 121 06

Passcode: FmZkFJ **Dial in by phone** 

+1 347-966-8471,,366063907# United States, New York City

Find a local number

Phone conference ID: 366 063 907#

For organizers: Meeting options | Reset dial-in PIN

#### 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 City of Greeley is requesting responses from qualified firms for the removal, disposal and replacement of an existing fence with a Trex fence to meet the existing height (Minimum 6'). The fence color shall match the color as shown in Exhibit 5 on Exhibit A of this RFP.

#### C. Goals

The goal of this project is to replace the existing fence with lower maintenance Trex material. As the area is prone to high winds and significant sun exposure, the City desires a contractor that will build a fence that will withstand the elements and not blow down or warp. To ensure the fence is placed within the City of Greeley's property line, The contractor will need to follow the survey the City had a contractor complete. As this fence borders a neighborhood, communication with adjacent neighbors is critical to the success of this project. Ideally the completion of this project will be by the end of the September 30, 2024.

#### SECTION II. STATEMENT OF WORK

#### A. Scope of Services

The City of Greeley, owns and houses several functions out of the old Bestway Gravel Pit (approximately 35<sup>th</sup> Avenue and 4<sup>th</sup> Street). Most recently, the City through a significant amount of Public Outreach rezoned the property for storage of equipment. As part of this conversation with the neighborhood, and due to the aging condition of the fence, it was determined that the replacement of the fence would be best with the type and color outlined within this RFP. As such, the City of Greeley is requesting responses from qualified and experienced firms for the construction/ replacement of the existing fence and gate in a manor, utilizing Trex, that will withstand Colorado's extreme weather.

The selected firm is expected, provide consistent communication and coordination with adjacent property owners, follow the property survey the City provides to ensure fence stays within City of Greeley property, remove and dispose of existing fence, removal, disposal of any old trees or bushes in the path of the future fence, installation of approximately 3,150 linier feet of fence and clean-up and replanting of any areas disturbed during the construction process.

#### B. Period of Award

The completion date of providing the required product and services shall be September, 30, 2024.

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

#### C. Minimum Mandatory Qualifications of Offeror

The responding firms shall meet the following minimum mandatory qualifications for the proposal to be considered for evaluation. Any submittal not meeting a minimum qualification will be disqualified and cannot be considered for further evaluation.

Minimum documented experience: 3 years of documented experience for responding company.
 Company should be able to, in response, demonstrate experience not only in building fence but also building fence utilizing Trex.

#### 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 #F24-06-049

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 offeror 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 offeror 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. A submission for this RFP indicates acceptance of the terms and conditions of the contract.

#### 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 City of Greeley's Department of Communications and Engagement.

#### 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 uniforms identifying: the contractor or consultant.

#### 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.

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

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

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

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

Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposals are received at the City of Greeley's Purchasing Division on or before the qualifications 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. 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 Criteria

#### Evaluation Criterion #1 - e.g., 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) Company Name, 2) Contact Name, 3) Phone Number, 4) Email Address, 5) Brief description of project scope and vale, 6) 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 will be performing the proposed services, including the primary project manager.

- 5. List the names of the subcontractors you expect to use, the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key subcontractor personnel who will be working on the project.
- 6. Provide a specific timeline or schedule for the work including but not limited to neighbor communication, survey and construction.
- 7. Describe the methods and timeline of communication your firm will use with the City's project manager and surrounding neighbors.

#### Evaluation Criterion #2 - e.g., Approach to Scope of Work

- 1. Describe any project approaches or ideas that you would apply to this project and that you feel would enhance the quality of your services.
- 2. Describe how the team will handle quality control, specifically how design issues would be monitored and resolved, plans checked and cross-referenced and bid documents ensured to be complete, accurate, and coordinated with subcontractors.

#### Evaluation Criterion #3 - e.g., Value/Cost of Efforts

1. Provide a cost for the services and products broken down per task listed under the **Scope of Services**, above. Show a detailed breakdown of all hours, reimbursable expenses and costs per task required to complete the work. If applicable, the subcontractors' costs must be shown as separate items. Also, provide hourly rates for your firm and all subcontractors. These rates will be considered valid throughout the project. The detailed cost estimate and billing rates are not considered part of the allowable page count and may be submitted as an Appendix to the proposal.

All responses must utilize below format.

### TYPE OF SERVICE

#### **COST**

Item	Amount	Unit	Cost per Unit
Installation Trex fence	~3,150	Feet	
Installation Gate	1 - 14 feet Wide	Feet	
Removal and disposal of	~3,150	Feet	
existing fence			
Removal of all trees on east	1	LS	
side of fence			
Clean up area when complete	1	LS	

#### F. Proposal Acknowledgement

Include this form as provided in Exhibit 1.

#### G. Certificate of Insurance

A sample Certificate of Insurance is provided in Exhibit 3.

#### H. Debarment Form

Include this form as provided in Exhibit 4.

#### SECTION VI. EVALUATION AND AWARD

#### A. Proposal Evaluation

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

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

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

#### Evaluation Criteria:

1.	Company and Personnel Qualifications:	30 Points
2.	Approach to Scope of Work:	30 Points
3.	Value/Cost of Efforts:	40 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. Billing Rates and Direct Expenses

The offeror shall submit a billing rate schedule listing the professional classifications of staff and their hourly billing rates. This includes any sub-consultants being proposed as part of the offerors' team. Direct expenses, whether by prime or sub-consultant will be direct pass through to the City and no markup will be allowed on direct expenses. Mileage, hotel and per diem expenses will be per Federal/IRS guidance.

#### C. 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 Email Address Vendor Mailing Address

City, State, Zip

## **EXHIBIT 2 SAMPLE CONTRACT**

(incorporated by Reference)

COG Professional Services Contract RFP #F24-06-049.doc

Exhibit 3 GRECI

## Client#: 12170

## 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 Exhibit 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)

certificate noider in lieu of such	endorsement(s).		
PRODUCER		CONTACT NAME:	
ABC Insurance Company		PHONE (A/C, No, Ext): FAX (A/C, No):	
P. O. Box 1234		E-MAIL ADDRESS:	
Anywhere, USA		PRODUCER CUSTOMER ID #:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED		INSURER A: Financial Rating of A	
Sample Certificate		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.

1	TYPE OF INSURANCE	ADD	L SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
GE	NERAL LIABILITY						EACH OCCURRENCE	\$1,000,000
Х	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
GE	N'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	POLICY PRO- JECT LOC							\$
	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
Х	SCHEDULED AUTOS HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
Х							, ,	\$
								\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MA	ADE					AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	DRKERS COMPENSATION D EMPLOYERS' LIABILITY						X WC STATU- TORY LIMITS OTH- ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	/ N N/A	7				E.L. EACH ACCIDENT	\$100,000	
	N/A					E.L. DISEASE - EA EMPLOYEE	\$100,000	
	es, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$500,000

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

CERTIFICATE HOLDER	CANCELLATION			
City of Greeley 1000 10th St Greeley, CO 80631-3808	No material change or cancellation of this policy shall be effective without ten (10) days prior written notice to the City of Greeley.			
	AUTHORIZED REPRESENTATIVE			

# EXHIBIT 4 DEBARMENT/SUSPENSION CERTIFICATION STATEMENT (Include one for each sub-consultant as applicable)

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

JEI # (Optional)	
lame of Organization	_
address	
outhorized Signature	
itle	_
Date	

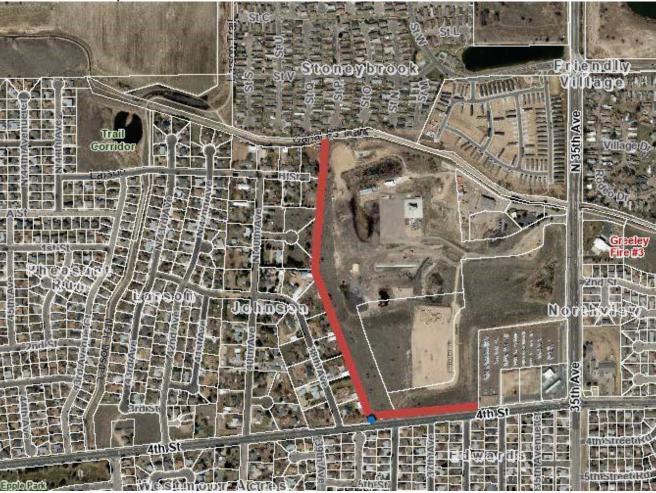
### **EXHIBIT 5**

Exhibit A - Type of Fence and Color



#### **EXHIBIT 6**

Exhibit B - Map of Fence and Gate Location



Blue dot is where the gate will go. It replaces the old gate.