



**CITY OF GREELEY
Purchasing**

**Request for Proposal
RFP #F24-06-056**

**Departmental Organizational and Operational
Assessment of the City Attorney's Office**

REQUEST FOR PROPOSAL (RFP)
RFP #F24-06-056

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.

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 25 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	06/27/2024
Mandatory or Optional Pre-Proposal Conference	Not Required
Inquiry Deadline	07/02/2024 by 2:00PM via email to Purchasing@Greeleygov.com
Final Addendum Issued	07/08/2024
Proposal Due Date	07/22/2024 by 2:00PM via email to Purchasing@Greeleygov.com
Interviews (tentative)	Week of 07/29/2024
Notice of Award (tentative)	Week of 08/05/2024

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

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

The City of Greeley is a home rule municipality with a council-manager form of government and is the county seat and the most populous municipality of Weld County, Colorado. Greeley is in northern Colorado and is situated 52 miles north-northeast of the Colorado State Capitol in Denver. According to the U.S. Census Bureau, the population of the city is roughly 111,000 which makes it the 12th-most populous city in Colorado. The City has an annual budget of ~\$490M with a fiscal year that starts Jan 1st, and employees over 1100 employees. Greeley is a major city of the Front Range Urban Corridor and home to the University of Northern Colorado which is a public baccalaureate and graduate research university with approximately 12,000 students and six colleges as well as Aims Community College, which has served the community since 1967.

The City Attorney is appointed by and serves at the direction of City Council. The City Attorney's Office ("CAO") has 21 employees (14 attorneys and 7 administrative staff members). The functions of the office are divided into three separate practice group sections: 1) Municipal Court Prosecution; 2) General Municipal Law; 3) Environmental and Water Resources.

B. Overview

The City Attorney seeks to conduct an organizational assessment with the following tentative timelines in mind:

Department	Anticipated Start Date	Estimated Completion Date
City Attorney's Office	August 5, 2024	December 30, 2024

The purpose of this assessment is to:

- gain insight into how the departmental operating model supports organizational effectiveness and optimal operation in service of high performance for both internal and external customers;
- help the CAO evolve to better advance its mission, vision, and values by determining how the current organizational structure and operations support these guiding principles; and
- ensure the organizational structure within the CAO is aligned with current/future community and organizational needs and identifies appropriate Key Performance Indicators ("KPI") to measure such alignment and outcomes.

Some of the key goals of the assessments are to:

- Understand how the CAO is organized and how it will operate to best meet current and future needs of the City of Greeley.
- Assess alignment of the core functions of the CAO and the functions of each position within the Office.
- Optimize resources to build greater efficiency and effectiveness within the CAO and the City of Greeley organization.
- Assess if and how the organizational structure supports the City Attorney's ability to execute the CAO's guiding organizational principles – including its vision, mission, and values, and identifying and advancing KPIs.

C. Goals

The City Attorney for the City of Greeley ("City Attorney") seeks proposals from qualified consulting firms ("Contractor") to review, assess and make recommendations regarding the organizational structure and operational functions to help maximize efficiency and effectiveness to ensure Greeley's long-term success. Through this assessment, the City Attorney seeks to better understand the opportunities and challenges in transforming the operating model for the CAO.

SECTION II. STATEMENT OF WORK

A. Scope of Services

Through this review, the City Attorney would like to understand the extent to which the CAO operations are positioned to meet current and future needs of the organization and community. This will require an objective assessment of the organizational capabilities, structure and culture, and the opportunities and challenges facing the CAO and the City of Greeley organization. The project will assess the environment across the department related to people, policies, processes, and technology.

This request is for proposals to complete an assessment within the CAO. Attachment 1 provides descriptions of the CAO functions.

The consultant should review existing data from the City of Greeley, including but not limited to job descriptions, employee satisfaction surveys, strategic plans, annual reports, budget history/reports, key performance indicators, and program/subprogram area goals. In addition, the consultant may seek to utilize various strategies to gather feedback, perceptions and viewpoints of staff and stakeholders in each department.

The City Attorney anticipates the independent review will include the following: Provide a review and analysis of:

- the CAO's ability to meet customer/client needs internally and externally.
- the current departmental structure and the operational functions and processes.
- any anticipated or future needs within the CAO.
- the current and future needs of the CAO and what gaps exist in meeting those needs.
- organizational approaches and changes for effective provision of services within the CAO.
- current processes and how technological solutions could support a more efficient, accurate, responsive, and productive office.
- elements of the desired organizational structure or model that the CAO can or cannot currently provide (the gaps), and barriers to addressing those gaps.
- risks and dependencies with other departments.

Provide options and recommendations based on best practices and like organizations, within the context of the City of Greeley organization relative to:

- steps and resources necessary to move from our current state to future state.
- recommendations and an implementation roadmap.
- an optimal organizational model for the CAO.

In addition:

- Assess and evaluate the office's structure and functions, with a focus on the goals and deliverables outlined herein.
- Assess the strengths and challenges within the CAO.
- Engage employees within the CAO and provide an opportunity for feedback throughout the assessment process.
- Consider best practices of other municipalities and like organizations, within the context of the City of Greeley organization.

- Identify and recommend best practices, organizational needs, and possible changes to the structure and/or operations of the CAO.
- Outline how implementation relates to the vision, mission and values and existing performance measures for the CAO.

At the conclusion of the assessment, the consultant should provide the following deliverables:

- Documentation of the review and analysis conducted.
- Recommended improvements to the office's organizational structure, and the roles and functions within it.
- Observations and recommendations regarding office organization, including high-level recommendations around governance, policies, administration, services, talent management, use/capabilities of technology, and culture of the CAO.
- Recommendations around what changes are required to meet future needs within the CAO.
- Recommendations for how the CAO may optimize their resources to operate for greater efficiency and effectiveness.
- A set of recommendations that are informed by best practices of other municipalities (similar in size, regulatory structure, service types, etc.).

It is important that the final deliverable be in the form of a report and not a PowerPoint presentation. While such a presentation is appropriate for review among stakeholders, it is not appropriate for the purpose of deliverables.

The proposal should include an outline of the process for assessment, including the expected time commitment for each department and employees within the department.

B. Period of Award

The completion date of providing the required product and services shall be December 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.

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: Inquires RFP #F24-06-056

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

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

D. Insurance

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

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

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

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

E. Modification or Withdrawal of Proposals

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

F. Minor Informalities

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

G. Responsibility Determination

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

H. Acceptance of RFP Terms

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

I. Protested Solicitations and Awards

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

know and should not have known of the facts giving rise to such protests prior to bid opening or the closing date for proposals.

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

J. Confidential/Proprietary Information

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

K. Acceptance of Proposal Content

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

L. RFP Cancellation

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

M. Negotiation of Award

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

N. Contract

A sample copy of the contract award the City will use to contract for the services specified in this RFP 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. 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.

D. Evaluation Criteria

Evaluation Criterion #1 – Professional Qualifications – 30 points

- A. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operated as an individual, partnership, or corporation.
- B. Include the name of executive and professional personnel by skills and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.
- C. State history of the Contractor, in terms of length of existence, types of services provided, etc. Identify the technical details that make the Contractor uniquely qualified for this work.

Evaluation Criterion #2 – Past involvement with Similar Projects – 25 points

- A. The written proposal must include a list of specific experience in the project area and indicate proven ability in implementing similar projects for the Contractor and the individuals to be involved in the project. A complete list of client references must be provided for similar projects recently completed. The list shall reflect the format outlined in the template provided in Section 3D herein.

Evaluation Criterion #3 – Proposed Methodology and Work Plan – 30 points

- A. Provide a detailed and comprehensive description of how the Contractor intends to provide the services requested in this RFP. This description shall include, but not be limited to the methodology, how the project will be managed and scheduled, how and when data and materials will be delivered to the City Attorney, communication and coordination, the working relationship between the Contractor and the City Attorney, and the Contractor's general philosophy regarding providing the requested services including a draft timeline.

Evaluation Criterion #4 – Fee Not to Exceed Proposal/Value – 15 points

- A. Contractor's proposal shall be a fixed fee not to exceed which is itemized for completing the analysis. Please also include an estimate of reimbursable expenses and an hourly rate if additional or supplementary services are available. The Fee Proposal outlined in Attachment 2 shall be completed and included in the submission.
- B. Provide references for your work: Contractors are required to submit three List three public sector clients for whom you have completed assessments over the past five years consistent with the requirements listed in this RFP. The table template provided below is the format in which references should be submitted.

Customer/client name	
Government (Y/N)	
Customer Organization Size	
Service Start Date/End Date	
Contract Amount	
Reference name	
Title	
Phone number	
Mailing address	
Email Address	
Service Description	

Contractors shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

E. Proposal Acknowledgement

Include this form as provided in Exhibit 1.

F. Certificate of Insurance

A sample Certificate of Insurance is provided in Exhibit 3.

G. 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 are the evaluation criteria that will be used. Criteria will be assigned a points value.

Evaluation Criteria:

1. Professional Qualifications.....30 points
2. Past involvement with Similar Projects.....25 points
3. Proposed Methodology and Work Plan.....30 points
4. Fee Not to Exceed Proposal/Value.....15 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.

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

Vendor Mailing Address

Email Address

City, State, Zip

EXHIBIT 2
SAMPLE CONTRACT

(Incorporated by Reference)

[COG Professional Services Contract F24-06-056.doc](#)

**EXHIBIT 3
SAMPLE CERTIFICATE OF INSURANCE**

Stacey – an image of our revised COI will be added here

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 _____

ATTACHMENT 1 – Department Description

CITY ATTORNEY'S OFFICE

In accordance with the provisions of the City Charter, the City Attorney serves as the legal advisor of the city council and all city officers in all matters pertaining to city business, and to all appointive boards established by Charter or ordinance. The representation includes researching legal issues and providing legal opinions (both formal and informal); drafting and reviewing legal documents including contracts, ordinances and resolutions; and representing the City, its officials, and employees in judicial and administrative proceedings.

The Office of the City Attorney, established by provisions within the Charter, is under the direction of the City Attorney. In addition, the Charter provides that Deputy and Assistant City Attorneys are appointed by and under the direction of the City Attorney.

In addition to the duties and responsibilities outlined for the City Attorney, the Office of the City Attorney is responsible for the following:

- Prosecution of approximately 15,000 municipal court cases annually on behalf of the City consisting of traffic and criminal offenses/infractions; and
- Protecting the City's interest in civil litigations filed by or against the City ranging from simple contract disputes to complicated federal constitutional cases.

In Fiscal Year 2024, the City Attorney's Office is comprised of 21 full time equivalent positions with a budget of \$4,150,869. The Office is currently configured among three general practice areas: administration and municipal law; prosecution and enforcement; and environmental and water resources. A new City Attorney was appointed by the City Council in June 2024. The City Attorney is in the process of restructuring the office structure.

ATTACHMENT 2 – Fee Proposal

Please include details regarding scope and cost of services, deliverables and timeframe for completion of the required services.

FIRM NAME	
ADDRESS	
TELEPHONE	
AUTHORIZED REPRESENTATIVE	

1. Define your proposal in a straightforward and economical manner, providing a concise description of your firm's capabilities to satisfy the requirements of this RFP.
2. Please be sure to include all Proposal Content elements as defined in Section 3.

FEES – please submit proposed fees not to exceed for the assessment.

PROPOSAL	FEE PROPOSAL NOT TO EXCEED
City Attorney's Office	

Please check and complete one of the following statements as it pertains to travel related expenses:

	The above costs DO include all expected travel expenses and said expenses will not be billed separately to the City.
	The above costs DO NOT include all expected travel expenses and said expenses will be billed separately to the City. (If you select this statement as your response, you must complete the next question as well.)
Responder estimates that travel expenses to be incurred for work to be performed relative to this RFP per the terms of said policy will total an amount not to exceed	