



**CITY OF GREELEY
Purchasing**

**Request for Qualifications
RFQ #F25-01-006**

**Development Code Audit and Update
for
Community Development/Planning**

**REQUEST FOR QUALIFICATIONS (RFQ)
RFQ #F25-01-006**

Procurement Contact: Margaret.Almanzar@greeleygov.com
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 the award.

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

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

Schedule of Events (subject to change)	All times are MST
RFQ Issued	01/23/2025
Pre-Proposal Conference	Not needed
Inquiry Deadline	01/31/2025 at 11:00 AM (MTN) via email to Purchasing@greeleygov.com
Final Addendum Issued	02/07/2025
Proposal Due Date	02/13/2025 at 1:00 PM (MTN) via email to Purchasing@greeleygov.com
Interviews (tentative, as needed)	Week of 02/24/2025
Notice of Award (tentative)	Week of 03/10/2025

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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 a 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.

Established in 1886, and founded on farming and agriculture, Greeley was established as the Union Colony of Colorado, an experimental utopian farming community, located at the confluence of the Cache la Poudre and South Platte Rivers. The boom of irrigated farmland growing sugar beet, corn, alfalfa, potato, onion, and corn attracted labor from far and wide including immigrants of European, Asian, and Hispanic/Latinx descent creating culturally diverse neighborhoods and economy. For many years Greeley was primarily focused on cattle ranching, agriculture, food processing, farm implement businesses, produce warehouses, factories, and grain elevators, which are still evident. Today, Colorado's Front Range is booming with Greeley growing at an increase of 17% between 2010 and 2020. Greeley still boasts a diverse economic base and is home to manufacturing and health care. The city is also home to the University of Northern Colorado (UNC), 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. It is a cultural and academic hub, with the downtown officially designated as a Creative District by the State.

B. Overview

The City of Greeley is seeking assistance from a highly qualified consultant or consultant team to audit and update the City's Development Code as described in this Request for Qualifications (RFQ). This audit and update should include an emphasis on the Community Development Department's strategy to "Clarify, Streamline, Calibrate." the provisions throughout the code. Any update should also include compliance with new and pending legislation, and consultant recommendations to adopt regulations aligning with upcoming legislative priorities is encouraged. Finally, the City expects to fully integrate appropriate components of the Code into the ArcGIS Urban environment available for use by staff, internal and external customers.

The City's most recent Development Code rewrite occurred in 2021. Since then, the City has adopted amendments within the Code, such as day care uses (2023), private smoking club use (2023), parking standards update (2024), along with other minor code amendments to correct or clarify errors. The staff is currently working on an update to the sign code and drafting new Affordable Housing code standards.

The City's Strategic Goals and State land use legislation have highlighted the need for updates within this fairly new Code. Additionally, after 3 years of use staff have identified several areas of ambiguity, dimensional standards that need refinement, and vague or incomplete regulations, such as metro district standards. Common elements are missing from the code such as renewable energy standards and procedures, build-to-rent standards, 1041 regulations, and infill standards. And finally, Greeley has a 2027 goal of "90 by 90"—that 90% of development review projects reach a decision 90 days from application, and an evaluation of codified obstacles to that goal are encouraged.

C. Goals

The City is seeking a Planner Consultant/Team ("Consultant") to perform a comprehensive review of the Greeley Development Code and work with staff to develop a strategy and approach to update these regulations. The City

will, based on qualifications presented in the response to this RFQ, select the firm(s) or team best able to provide the planning services for the aforementioned code evaluation and update strategy. The successful firm / team shall also have the resources to provide cost effective and timely services to the City.

The primary goals of this update are as follows:

- Modernize and create user-friendly processes, procedures, and user interface;
- Target portions of the development codes that are problematic or outdated and to the greatest extent practical, simplify, and reduce approval times for development applications;
- Establish efficient and flexible review and approval procedures throughout the code;
- Evaluate and update standards that would facilitate and encourage redevelopment and business reinvestment within existing commercial corridors;
- Stimulate efficient infill development and provide standards to achieve compatibility;
- Evaluate and update procedures for allowing alternative compliance to development standards to accommodate site context;
- Implement strategic planning documents, such as the Comprehensive Plan (Imagine Greeley), the 2024 Housing Strategic Plan, the 2024 Parks, Trails, and Open Lands Plan, the East Greeley Subarea Plan, West Greeley Subarea Plan, Downtown 2.0 Plan, the City's Mobility Plan, and any applicable subarea plans.
- Bring the Code into conformance with any changes in State or Federal law, noting that Home Rule authority is valued in Greeley.
- Construct a visual code within ArcGIS Urban, and any additional user interface enhancements that would provide the Greeley community with a leading edge, exceptional customer experience.

The City is seeking professionals who can work collaboratively with the City of Greeley's staff to audit the development code and establish a clear, pragmatic, and responsible approach to updating regulations. A targeted and incremental process for updating the code is envisioned over a timeframe of 24 months. City staff will provide leadership and direction throughout the project and will work alongside the selected consultant as needed. Staff will also serve as the liaison to a Development Code Update Committee (DCUC), with participation by the consultant as needed.

As directed by City staff, the selected consultant will address designated chapters or subject areas of the code in incremental fashion. It is anticipated that upon audit, the consultant will provide recommendations on dividing the updates to be processed through the Development Code Committee, Greeley's Planning Commission and Greeley's City Council. In this process, the consultant will be expected to develop solutions based on direct experience and on broader professional knowledge. The evaluation of options and development of innovative solutions will be a fundamental part of the process. As revisions are drafted, the amendments will be reviewed by City staff and by the DCUC. Through this process, the consultant will be in close communication with City staff and will attend at least eight (8) Committee meetings.

As groups of amendments have been reviewed to the satisfaction of the DCUC, City staff will undertake a public outreach process consisting of 6-10 public workshops. The consultant's participation with City staff in these public workshops will be necessary to present complex planning concepts to the public. It will be the consultant's responsibility to develop graphics and presentation materials that clarify code proposals and

provisions. City staff will provide the consultant with a general description of necessary code revisions requested by the Committee. Revisions would then be brought back to the Committee for consensus, before moving forward to the Planning Commission, then onto the City Council for adoption.

This incremental approach will allow critical deficiencies in the code to be corrected as we progress with the code updates. The process will also enable stakeholders (including the Committee, the Planning Commission, the City Council, the development community, the business community and the interested public) to acquire a stronger understanding of the specific amendments as they undergo review and approval.

Based on the intent of the process described above, the Consultant may provide recommendations to approaches that may better accomplish the overall goals for the drafting procedure, stakeholder/committee participation, and effective public outreach. To this effect, the City of Greeley is seeking to establish a strong working relationship with a planning expert who can offer innovative solutions to meet the City's planning and development goals. The consultant must have access to a land use attorney knowledgeable in Colorado land use to review draft documents prior to submittal to the City. The consultant's attorney will consult, as needed, with Greeley's City Attorney's office for Charter-specific concerns. However, the Consultant should not rely on the City Attorney's office for thorough legal compliance review.

Due to the rapidly changing nature of land use legislation in Colorado, preference will be given to Consultant bidders who are either based in-state or have extensive, demonstrated, and recent experience with Colorado land use law.

*Note: Unless otherwise agreed in advance, all deliverables provided in digital format shall comply with Colorado State Accessibility standards. This would include an accessible PDF version of the complete Development Code as ultimately adopted.

SECTION II. STATEMENT OF WORK

A. Scope of Services

The City is seeking a consultant ("Consultant") or team of consultants to perform development code drafting, consultation, adoption support, and outreach to both internal and external stakeholders. The overall goals for this audit and update are to maximize public engagement and ownership of the Development Code, proactively address shifting policies at the local, regional, and state levels, and provide clear, streamlined, calibrated regulations that will appropriately enable thoughtful, expedited development reviews.

The presumptive strategy is as follows:

- a) Project Orientation;
 - i. Meet with staff to discuss audit and drafting approaches and options,
 - ii. Identify mutually agreed timelines and milestone deliverables,
 - iii. Audit the existing code, interview stakeholders, and report on current Greeley Development Code regulatory barriers,
 - iv. Interview key staff, elected and appointed officials to solicit issues and preferences to be addressed,
 - v. Other topics as needed.
- b) Research legislation and city priorities not currently addressed;
 - i. Review legislative guidance and information regarding affordability, water conservation, infill development, and other applicable topics;
 - ii. Survey Colorado communities with innovative codes, expedited review processes, and known efficiencies. Provide a white paper deliverable on best practices, strategies, and

- lessons learned,
 - iii. Hold meetings with staff, technical advisory committee, and a public work session to report findings and discuss outstanding issues/preferences. Provide draft timeline and public input schedule.
- c) Draft Development Code Updates;
 - i. Draft Development Code updates incrementally as determined in the scoping,
 - ii. Provide written summaries of substantial changes, highlighting identified solutions to voiced concerns, to utilize in ongoing public dialogue,
 - iii. Incorporate and align any code components created by others as directed by the city's project manager (this may include a separate form-based element, sign code, Affordable housing code, and Downtown overlay components).
 - iv. Draft associated revisions to application forms, informational guides, and development code.
 - v. Report any conditions or recommended changes to review partners' and agencies' regulations, standards, or practices which may not align with successful implementation.
- d) Adoption Deliverables, per identified phase;
 - i. 1 draft summary report to include proposed development code revisions and report of process changes for public review,
 - ii. Up to 2 total code draft revisions per phase based on staff/committee/public/PC/CC review,
 - iii. Submission of final adoption draft of Code, and updated support/application materials as appropriate.
 - iv. A graphic representation of districts, dimensional standards, and all other applicable regulations within the ArcGIS Urban environment, to include user training, raw data files, and editing permissions.
- e) Regular (bi-weekly or as appropriate) check-ins with the project manager and key staff, as needed throughout the project.
- f) Staff Meetings anticipated: three (3) per phase, can be virtual/hybrid.
- g) Development Code Update Committee meetings anticipated: three (3) per phase, can be virtual/hybrid and may be scheduled concurrently with staff meetings.
- h) Attend City Council/Planning Commission work sessions (1-3 each, 2-6 total): to review drafts and collect feedback.
- i) Additional support or research through the adoption process with a defined resource allowance negotiated at contract outset, and clear framework for additions or amendments.

An itemized list of accrued fees shall be provided to the city's project manager, prior to payment of accrued services, and provide the marked up percentage of these items. The cost should include the other costs, such as mileage, copies, postage among others.

Consultants are encouraged to refine this strategy based on their unique approach and understanding of the scope of work, process, and issues involved.

B. Period of Award

The completion date for providing the required product and services shall be no later than **December 1, 2026**. Defined phases mutually agreed upon by the consultant and City will have individual milestone and completion deadlines.

The selected consultant is expected to be contracted for the term of inception to code adoption, and contract may be extended as mutually agreed to address related work.

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 additional work products or time

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 proposal shall clearly address all of the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, proposals must be organized and contain all information as specified below:

1. Cover Letter: Maximum of two pages serving as an executive summary which shall include an understanding of the scope of services.
2. Brief Company Profile. General company information including number of employees, number of years in business and organization, disciplines, and staffing. Describe the general qualifications of the firm as they relate to the work proposed within this RFQ.
3. Organization and Staffing. Provide a list of the Consultant's employees and agents which the consultant anticipates assigning to this project. This list shall include a summary of the qualifications, licenses, and experience of each individual. The City will retain under its agreement with the successful Consultant the right of approval of all persons performing under the agreement.
4. Description and Approach. The proposal should demonstrate the Consultant's knowledge of the needs and objectives of the work proposed under this RFQ.
5. Cost Proposal. 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 for each team member, as needed.
6. Résumé, Relevant Projects/Services with References. Provide résumés of the individual(s) from the Proposer's firm or entity that will be directly responsible for carrying out the contract, three references to include name, address, contact person and phone number of the municipality/company, length of time services were provided, and a description of the services provided.

SECTION III. ADMINISTRATIVE INFORMATION

A. Issuing Office

The City's contact name listed herein is to be the sole point of contact concerning this RFQ. Offerors shall not directly contact other personnel regarding matters concerning this RFQ or 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 RFQ to obtain clarification of requirements. There will be an opportunity to make inquiries during the pre-proposal conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFQ (be sure to reference RFQ number) should be referred to:

E-Mail: Purchasing@greeleygov.com
Subject Line: Inquiries RFQ #F25-01-006

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 RFQ.

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 the offeror's responsibility at any time in this RFQ process and may not make a responsibility determination for every offeror.

H. Acceptance of RFQ Terms

A proposal submitted in response to this RFQ 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 RFQ 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 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 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 RFQ.

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. RFQ Cancellation

The City reserves the right to cancel this RFQ 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 RFQ is attached as Exhibit 2. The attached contract is only a sample and is not to be completed at this time.

O. RFQ Response/Material Ownership

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

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 RFQ 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, the 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

The 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 of 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 RFQ. 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.

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

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

To facilitate the evaluation, the 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 RFQ (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFQ, 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 with your company.
4. Provide a comprehensive listing of all the services you provide.

E. Evaluation Criteria

Evaluation Criterion #1 – Understanding of Work to be Performed.

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 #2 - Demonstrated Quality, Firm and Staff Technical Skill, Experience:

1. Describe your customer service philosophy.
2. 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.
3. Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.
 4. 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 will be working on the project.
 5. Provide a specific timeline or schedule for the work. Show milestones and completion dates on the schedule.
 6. Describe the methods and timeline of communication your firm will use with the City's project manager, other involved City staff, and other interested parties.

Evaluation Criterion #3 – Past Performance and Project Approach

1. 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.
2. Provide a brief discussion of lessons learned from previous experience and past performance.
3. Demonstration of understanding of the City's goals and innovation of approach, as evidenced by the overall proposal.

Evaluation Criterion #4 - Familiarity with City, County, and State Procedures

1. Describe your familiarity with the City of Greeley, recent work with the City, other communities in Colorado, and any work with implementation of State-level legislation.

Evaluation Criterion #6 – Firm's and Professional Staff References/Satisfaction of Clients

1. Describe examples of previous experiences working as a consultant with other jurisdictions and discuss what went well and what did not go well. Also, describe the outcomes, was the customer (jurisdiction) satisfied with your work. Please provide a list of references that support your outcomes.

Evaluation Criterion #7 – Completeness and Quality of Proposal

1. Describe how your proposal meets the requirements for the duties listed above.

Evaluation Criterion #8 – Cost Approach to performing this type of service.

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 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.

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 RFQ 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 RFQ.** If your company is invited to give a presentation to the committee, these dates may not be flexible.

In preparing responses, the 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. The following is the evaluation criteria that will be used. Criteria will be assigned a points value.

<i>Evaluation Criteria:</i>	
1. Understanding of Work to be Performed (the Scope of Services):	15 Points
2. Demonstrated Quality, Firm and Staff Technical Skill, Experience	10 Points
3. Performance and Approach:	25 Points
4. Familiarity with City, County, and State Procedures:	15 Points
5. Firms and Professional Staff References, Satisfaction of Clients:	15 Points
6. Completeness and Quality of Proposal:	15 Points
7. Cost Approach to performing this type of service:	5 Points
	<i>Total: 100 Points</i>

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 RFQ 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 RFQ.

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

Please click the link below to access the sample contract.

[COG Professional Services Contract F25-01-006 Code Audit.doc](#)

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;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <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> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Financial Rating of A		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y					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 _____ \$
	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	Y					COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$ _____ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	N/A			<input checked="" type="checkbox"/> WC STATUTORY LIMITS 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 and Automobile Liability. Waiver of subrogation is included on Workers 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 No material change or cancellation of this policy shall be effective without thirty (30) days prior written notice to the City of Greeley or ten (10) days for non-payment. 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 _____



DEPARTMENT OF FINANCE | PURCHASING

The System for Award Management (SAM) identifies those parties excluded throughout the U.S. Government from receiving contracts which have Federal funding. Regardless of whether or not a project involves federal funding, the City of Greeley uses this database to screen potential vendors for procurements at or above \$25,000. Potential vendors are required to register on the SAM website (<https://sam.gov/content/home>). Prior to issuance of any Purchase Order or contract at or above \$25,000 the Purchasing Division must have documentation that the vendor is registered and in good standing with System for Award Management (SAM).

For a step-by-step guide on how to create a SAM.gov account to receive a Unique Entity ID (UEI), and registering your Entity, watch the videos below and or follow the process found in [this guide](#).

[Get a Unique Entity ID \(EUI\)](#)

[Registering your Entity](#)

Important Notice: Only receiving a Unique Entity ID (UEI) is not sufficient. Your Entity must also become registered.