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**CITY OF GREELEY  
Purchasing**

**Request for Qualifications  
RFQ #F24-06-047**

**STREET LIGHT CONVERSION FEASIBILITY STUDY**

**for**

**DEPARTMENT OF PUBLIC WORKS**

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**REQUEST FOR QUALIFICATIONS (RFQ)**  
**RFQ #F24-06-047**

Procurement Contact: Margaret Almanzar  
Email Address: [Purchasing@greeleygov.com](mailto:Purchasing@greeleygov.com)  
Telephone Number: 970-350-9794

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

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

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

Email your RFQ Response to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com). Only emails sent to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com) will be considered as responsive to the request for qualifications. **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.

Qualifications shall be submitted in a single PDF file under 20MB. The Qualifications must not exceed 25 total pages, excluding cover letter, index or table of contents, front and back covers, billing rate schedule, any mandatory required exhibits, 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 qualifications and appendices. Resumes and billing rates, if included as an appendix are not considered part of the 25 pages.

The RFQ number and Project name must be noted in the subject line, otherwise the qualifications 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.

<b>Schedule of Events (subject to change)</b>	<b>All times are MST</b>
RFQ Issued	6/11/2024
Pre-Qualification Conference	None Anticipated At This Time
Inquiry Deadline	6/18/2024 by 2:00 p.m.
Final Addendum Issued	6/24/2024
Qualifications Due Date	7/9/2024 by 2:00 p.m. via email to <a href="mailto:purchasing@greeleygov.com">purchasing@greeleygov.com</a>
Interviews	(Not Anticipated)
Notice of Award (tentative)	7/26/2024

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1	Qualification Acknowledgement
2	Sample Contract
3	Insurance
4	Debarment Form

***“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

### E. 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 12<sup>th</sup>-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 currently primarily facilitates the management of the city's streetlights through two separate franchise agreements. The definition of streetlights within this RFQ also includes lighting that is in parks and other parking lots. One with Xcel Energy and another with Poudre Valley REA (PVREA), with the City owning and operating a small amount of the remaining streetlights. Although Xcel Energy currently maintains and owns the majority of the city's streetlights, the city's current growth is primarily focused in the PVREA's territory. The City of Greeley intends to evaluate how a transfer of ownership could facilitate an improved level of customer service for our residents (e.g., use of smart lighting technology) and a potential return on investment (ROI) for the City of Greeley financially through the conversion of the remaining lights (~48%) to LED and/or solar streetlighting. The City is seeking responses from interested offerors that have experience in such analyses.

### C. Goals

In alignment with the City of Greeley's Clean, Safe and Beautiful initiative, the City of Greeley seeks to complete a study to determine not only the potential financial but also operational feasibility of transitioning ownership of streetlights from current franchise agreement approach to a city owned framework. Additionally, due to the City's aim to incorporate sustainability and technology by using solar and smart lighting, the City desires for the feasibility study to incorporate into the analyses, how these features could and/or should be incorporated in a City owned streetlight infrastructure.

## SECTION II. STATEMENT OF WORK

### E. Scope of Services

The selected firm shall conduct a feasibility analysis of Streetlight Ownership for the City of Greeley. Both Xcel Energy and Poudre Valley REA (PVREA) utility companies operate within the City. The consultant shall use information provided by the City to complete the feasibility analysis. Should the consultant determine a need to obtain information from or make an inquiries to either Xcel Energy or PVREA, the Consultant shall coordinate any communications with the power companies with the City. If the firm desires to complete any other type of analysis (i.e., field work), the firm should notate as such within their proposal.

Xcel Energy		
Wattage	Quantity	Assumed Type (i.e., Post Top, Cobra Head, etc.)
<b>HPS</b>	<b>2634</b>	N/A
100W	2259	N/A
150W	5	N/A
250W	269	N/A
400W	11	N/A

70W	90	N/A
<b>LED</b>	<b>2885</b>	
A	23	
B	1413	
C	3	
D	1341	
E	105	

PVREA				
Account	Device Type	Service Address	Dvc Type Description	Active Qty
16124001	7CL	STREETLIGHTS, ASHTON ESTATES	HWY LGT - COBRA LED W/ POLE	3
16124001	7SL	STREETLIGHTS, ASHTON ESTATES	ST LGT - STD LED W/ POLE	2
16124001	7W1	STREETLIGHTS, ASHTON ESTATES	ST LGT - 175M/100S	4
16124001	7W2	STREETLIGHTS, ASHTON ESTATES	ST LGT - 250M/150S	4
16124001	7W3	STREETLIGHTS, ASHTON ESTATES	ST LGT - 400M/250S	3
16124001	PC2	STREETLIGHTS, ASHTON ESTATES	DECORATIVE/COMM POLE CHARGE	11
23736002	7CL	STREETLIGHTS, PROMONTORY DEVELOPMENT	HWY LGT - COBRA LED W/ POLE	15
23736002	7W3	STREETLIGHTS, PROMONTORY DEVELOPMENT	ST LGT - 400M/250S	37
23736002	PC2	STREETLIGHTS, PROMONTORY DEVELOPMENT	DECORATIVE/COMM POLE CHARGE	37
24435002	7CL	STREETLIGHTS, PROMONTORY RESIDENTIAL	HWY LGT - COBRA LED W/ POLE	4
24435002	7SL	STREETLIGHTS, PROMONTORY RESIDENTIAL	ST LGT - STD LED W/ POLE	68
24435002	7W1	STREETLIGHTS, PROMONTORY RESIDENTIAL	ST LGT - 175M/100S	26
24435002	PC2	STREETLIGHTS, PROMONTORY RESIDENTIAL	DECORATIVE/COMM POLE CHARGE	26
25669002	7CL	STREETLIGHTS, SAINT MICHAELS	HWY LGT - COBRA LED W/ POLE	3
25669002	7SL	STREETLIGHTS, SAINT MICHAELS	ST LGT - STD LED W/ POLE	8
25669002	7W1	STREETLIGHTS, SAINT MICHAELS	ST LGT - 175M/100S	73
25669002	7W3	STREETLIGHTS, SAINT MICHAELS	ST LGT - 400M/250S	21
25669002	PC2	STREETLIGHTS, SAINT MICHAELS	DECORATIVE/COMM POLE CHARGE	94
28393002	7CL	STREETLIGHTS, WEST GREELEY TECH CENTER	HWY LGT - COBRA LED W/ POLE	1
28393002	7W3	STREETLIGHTS, WEST GREELEY TECH CENTER	ST LGT - 400M/250S	24
28393002	PC2	STREETLIGHTS, WEST GREELEY TECH CENTER	DECORATIVE/COMM POLE CHARGE	24
30140002	7CL	STREETLIGHTS, OWL RIDGE	HWY LGT - COBRA LED W/ POLE	6
30140002	7SL	STREETLIGHTS, OWL RIDGE	ST LGT - STD LED W/ POLE	3
30140002	7W1	STREETLIGHTS, OWL RIDGE	ST LGT - 175M/100S	55
30140002	7W3	STREETLIGHTS, OWL RIDGE	ST LGT - 400M/250S	1
30140002	PC2	STREETLIGHTS, OWL RIDGE	DECORATIVE/COMM POLE CHARGE	56
63436001	7CL	STREETLIGHTS, HOMESTEAD HEIGHTS	HWY LGT - COBRA LED W/ POLE	8
63436001	7SL	STREETLIGHTS, HOMESTEAD HEIGHTS	ST LGT - STD LED W/ POLE	40
63436001	7W1	STREETLIGHTS, HOMESTEAD HEIGHTS	ST LGT - 175M/100S	34
63436001	PC2	STREETLIGHTS, HOMESTEAD HEIGHTS	DECORATIVE/COMM POLE CHARGE	34
80820001	7SL	STREETLIGHTS, WESTGATE	ST LGT - STD LED W/ POLE	21
72263001	7CL	STREETLIGHTS, 20TH ST GREELEY	HWY LGT - COBRA LED W/ POLE	5
<b>TOTAL LIGHTS</b>				<b>751</b>

COG			
Wattage	Quantity	Type	LED
70	249	Bollard – 46	25
		Cobra – 7	

		Pole Top – 136	
		Round – 1	
		Square – 52	
		Park Model – 7	
<b>4000</b>	3	Corba – 3	3
<b>400</b>	6	6 Square	
<b>100</b>	156	Flood Light – 3	42
		LED Rectangle – 40	
		Other – 7	
		Park Model – 40	
		Pole Top – 8	
		Round – 13	
		Square – 43	
		Cobra – 2	
<b>250</b>	123	Cobra – 48	47
		Round – 9	
		Square – 59	
		<Null> - 7	
<b>150</b>	22	Square – 22	22
<b>143</b>	2	Square – 2	2
<b>131</b>	4	LED Rectangle – 4	4
<b>102</b>	73	Pole Top – 73	73
<b>“Other”</b>	1	Cobra – 1	1
<b>“Unknown”</b>	125	Cobra – 9	9
		Flood Light – 1	
		2 – square	
		4 – wall fixture	
		76 – High mast	
		33 – Square	
<b>Total</b>	<b>925</b>		<b>228</b>

The city has a streetlight inventory in GIS that is available for reference; however, wattages, quantities and types should be confirmed by the consultant. The consultant is expected to complete the following tasks, at a minimum. However, as part of the RFQ process the City expects the offeror to also outline other related tasks that the City should consider as part of this feasibility study based off their experience.

Rate Analysis – The consultant shall analyze the impact of current tariffs based on the City’s ownership and based on conversion of the system to LED. Additionally, the consultant should analyze the return on investment (ROI) related to the full (e.g., entire city) and or partial (e.g., new development areas) use of solar streetlighting.

Asset Valuation – The consultant shall develop budgetary estimates of the fair market value of the streetlight assets within the City.

LED, Smart and Solar Conversion Analysis – The consultant shall develop budgetary estimates for the conversion of streetlight systems to LED, including material and installation costs, based on recent average pricing in the Northern Colorado area. In the absence of recent average pricing, the consultant may draw upon

its experience with LED conversion costs. The consultant shall also develop the same budgetary estimates for both solar light conversions as well as smart lighting conversions.

Maintenance and Long-Term Capital Cost Analysis – The consultant shall develop budgetary estimates for ongoing maintenance services as well as long-term capital costs associated in potential ownership. The analysis should cover various options available for streetlight maintenance and provide associated cost estimates and financial impacts.

Financial Analysis – The consultant shall analyze finance options available to the City for the acquisition of streetlight assets, specifically self-financing or bonding, tax exempt lease or municipal lease- purchase loans, and energy performance contracts. This will consider typical interest rates, analysis for various typical lengths of term, payback periods and return on investment. The consultant should also consider how grant funding could impact the ROI and what grant funding is or has historically been available.

Rebate Analysis – The consultant shall analyze available rebates and/ or grants for the conversion of streetlight assets to LED.

Added Benefit Analysis – As the current franchise agreements do not allow for the use of any smart lighting components on streetlights, the City desires the consultant to also outline other added benefits that could be brought forward (e.g., smart streetlights) that should be included as part of a wholistic review of streetlighting.

To complete the feasibility analysis, the consultant shall use data from above expected tasks as well as any additional data determined to be relevant by the Consultant or the City. The feasibility analysis will be provided to the City in feasibility analysis study that should include, but is not limited to, the following:

- Baseline energy use, energy cost, and operations and maintenance costs.
- Estimated energy use and energy cost after acquisition of streetlight assets from Xcel Energy and PVREA and after LED conversion or solar conversion.
- Budgetary operations and maintenance options, rates, contract types and resulting costs.
- Budgetary estimates of fair market value of Xcel and PVREA streetlight assets located within the City.
- Financing options and analysis for acquisition of streetlight assets from Xcel and PVREA.
- Rebate and/or grant options available for conversion of streetlight assets to LED or solar.
- A budgetary cost-benefit analysis including calculation of estimated total conversion cost, energy reduction, savings, return on investment, and simple payback.
- Estimated 20-year projected savings and cash flows for both acquisition of streetlight assets from Xcel and PVREA and acquisition of streetlight assets and conversion to LED or solar.
- Narrative describing options for financing, acquisition, conversion, maintenance.
- Description of assumptions used in the analysis.
- Recommendation of next steps and estimated timeline should the City consider the ownership, financing and maintenance options to be feasible.
- The above items shall be documented separately for acquisition of streetlight assets with the conversion of assets to LED or solar.

The City of Evans may, at a future date, utilize this solicitation and procurement process to complete a feasibility study.

## **B. Period of Award**

The completion date of providing the required qualifications and services shall be December 31<sup>st</sup>, 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 qualification 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 Consultant (including sub-consultants) 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. Documentary proof of this is not required to be submitted with the RFQ, A certification from the offeror that they meet the minimum mandatory qualifications is sufficient.

- Should have a clean record on SAM.gov
- Should have the required licenses, certifications, etc to be able to provide services in the State of Colorado.

**SECTION III. ADMINISTRATIVE INFORMATION**

**E. 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](http://www.rockymountainbidsystem.com)). The Purchasing Contact will post notices that will include, but not be limited to, qualification document, addenda, award announcement, etc. It is incumbent upon offerors to carefully and regularly monitor the Rocky Mountain Bid System for any such postings.

**E. Inquiries**

Prospective offerors may make written inquiries by email before the written inquiry deadline concerning this RFQ to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-qualification 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](mailto:Purchasing@greeleygov.com)  
Subject Line: Inquiries RFQ #F24-06-047

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 firm find any part of the listed qualifications, 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.

**E. 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 Qualifications**

Qualifications 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 offerors. The City reserves the right to assess offeror responsibility at any time in this RFQ process and may not make a responsibility determination for every offeror.

#### **H. Acceptance of RFQ Terms**

A qualification 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.**

#### **E. 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 qualifications shall be submitted in writing prior to the opening of bids or the closing date of qualifications, 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 qualifications.

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 qualifications will be confidential until a contract is awarded and fully executed. At that time, all qualifications and documents pertaining to the qualifications 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 a variance with this procedure. The offeror may not be given an opportunity to cure any variances after qualification opening. **Neither a qualification in its entirety, nor billing rates 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 Qualifications Content**

The contents of the qualification (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. 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 qualification is received by the City, the City reserves the right to negotiate the award for the services with the offeror submitting the qualification in lieu of accepting the qualification 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. **A submission for this RFQ indicates acceptance of the terms and conditions of the contract.**

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

**T. Certification of Independent Price Determination**

- E. By submission of this qualification each offeror certifies, and in the case of a joint qualification each party, thereto certifies as to its own organization, that in connection with this procurement:

- a) The billing rates in this qualification 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 billing rates which have been quoted in this qualification 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 qualification for the purpose of restricting competition.
- E. Each person signing the Request for Qualification form of this qualification certifies that:
- a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the qualifications and 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 qualifications and 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 qualification 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 qualification will not be considered for award unless the offeror furnishes with the qualification a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.
4. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

**U. Taxes**

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

**V. Assignment and Delegation**

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

**W. Availability of Funds**

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

**X. Standard of Conduct**

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

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

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

Agents and employees of contractor or consultant working in City facilities shall present a clean and neat appearance.

#### **Y. Damages for Breach of Contract**

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

#### **Z. Other Statutes**

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

### **SECTION IV. QUALIFICATION 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 qualification non-responsive.

RFQ responses must be emailed to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com). Only emails sent to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com) will be considered as responsive to the request for qualifications. **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.

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The RFQ number and Project name must be noted in the subject line, otherwise the qualifications 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, offeror shall submit and organize all responses in the same order as listed in Section V. Statement of Qualifications 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 Statement of Qualifications 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 qualifications, in the order listed. Deviation from this may render your qualifications non-responsive.

### **E. Cover Letter**

Include a cover letter introducing your company, summarizing your qualifications. 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 qualifications 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/certification 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.

#### **E. Company Information**

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

#### **E. Evaluation Criterion #1 – Company and Personnel Qualifications**

- E. Describe your customer service philosophy.
- E. Provide information from at least three accounts of similar scope. Include, at a minimum, the following information:
  - E) company 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 qualifications as well as other references without prior notification to you.

- E. 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.
- E. Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.

- E. 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.
  - E. Provide a specific timeline or schedule for the work. Show milestones and completion dates on the schedule.
7. 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 #2 – Approach to Scope of Work**

- 1. Describe any project approaches or ideas that you would apply to this project and that you feel would enhance the quality of your services and sets your firm apart from others.
- 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 – Experience with Solar and Smart Lighting**

- E. Describe your experience with solar and smart lighting. Describe how your firm has incorporated these types of lighting into projects like this in the past. Provide examples as available.

**F. Qualification 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**

**E. Qualifications Evaluation**

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

If the City requests presentations by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. If your company is invited to give a presentation to the committee, these dates may not be flexible.

In preparing responses, offerors should describe in detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to qualification 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.

List Evaluation Criteria here:

- |    |   |           |
|----|---|-----------|
| 1. | Company and Personnel Qualifications:     | 40 Points |
| 2. | Approach to Scope of Work:                | 40 Points |
| 3. | Experience with Solar and Smart Lighting: | 20 Points |

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

**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. Any other pricing information will not be considered. Billing rates shall be valid for at least one year from the date of the RFQ. 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. **Billing rates will not be part of the evaluation process and will not be considered by the selection team.**

**C. Determination of Responsibility of the Offeror**

The City of Greeley awards contracts to responsible offerors 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 Qualifications 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  
QUALIFICATION ACKNOWLEDGEMENT**

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

Falsifying this information is cause to deem your qualification 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

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Qualifications Valid Until (at least for 90 days)

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Website Address

**Project Manager:**

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Vendor Mailing Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Email Address

**EXHIBIT 2**  
**SAMPLE CONTRACT**

(Incorporated by Reference)

Please click the link below to access the Sample Contract.

[COG Professional Services Contract\\_RFQ #F24-06-047.pdf](#)

**EXHIBIT 3  
SAMPLE CERTIFICATE OF INSURANCE**

Client#: 12170		GRECI	
<b>ACORD™</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>	
			DATE (MM/DD/YYYY) 05/14/2013
<p><b>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.</b></p> <p><b>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).</b></p>			
<b>PRODUCER</b> ABC Insurance Company P. O. Box 1234 Anywhere, USA		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext):      FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:	
<b>INSURED</b> Sample Certificate		INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A : <b>Financial Rating of A</b> INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>	
<b>REVISION NUMBER:</b>			
<p>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.</p>			
INSR LTR	TYPE OF INSURANCE	ADDL INSR	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"/> PRO-JECT <input type="checkbox"/> LOC		EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$100,000</b> MED EXP (Any one person) <b>\$5,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)    \$ PROPERTY DAMAGE (Per accident)    \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> 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 N/A	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT <b>\$100,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$100,000</b> E.L. DISEASE - POLICY LIMIT <b>\$500,000</b>
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) <b>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.</b>			
<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>	
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	
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ACORD 25 (2009/09)    1 of 1    #S786373/M786364	The ACORD name and logo are registered marks of ACORD		DSM

**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.

UEI # (Optional) \_\_\_\_\_

Name of Organization \_\_\_\_\_

Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_