



**CITY OF GREELEY
Purchasing**

**Request for Proposal
RFP# F23-05-046**

Insurance Broker Services

for

Huan Resources – Risk & Safety Management

REQUEST FOR PROPOSAL (RFP)
RFP# F23-05-046

Procurement Contact: Levi Dyer
Email Address: Purchasing@greeleygov.com
Telephone Number: 970-350-9333

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

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

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

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

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

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

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

Schedule of Events (subject to change)	All times are MST
RFP Issued	May 25, 2023
Mandatory Pre-Proposal Conference	June 23, 2023 - City Council Chambers, Greeley, CO 10:00 AM – 11:00 AM
Inquiry Deadline	June 29, 2023 before 4PM
Final Addendum Issued	July 13, 2023
Proposal Due Date	July 20, 2023 before 4PM
Final Interviews	Week of August 1, 2023
Notice of Award	September 1, 2023
Contract Effective Date	January 1, 2024

TABLE OF CONTENTS

Section	Title
I	Background, Overview & Goals
II	Statement of Work
III	Administrative Information
IV	Proposal Submission
V	Response Format
VI	Evaluation and Award

EXHIBITS

Exhibit	Title
1	Proposal Acknowledgement
2	Sample Contract
3	Insurance
4	Debarment Form
5	Coverage List
6	Statement of Values
7	Loss Data

“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. Offerors may submit one (1) additional complete proposal clearly marked “FOR PUBLIC VIEWING.” In this version of the proposal, the Offeror may redact text and/or data that it deems confidential or proprietary pursuant to CORA. Such statement does not necessarily exempt such documentation from public disclosure if required by CORA, by order of a court of appropriate jurisdiction, or other applicable law. Generally, under CORA trade secrets, confidential commercial and financial data information is not required to be disclosed by the City. Proposals may not be marked “Confidential” or ‘Proprietary’ in their entirety. **All provisions of any contract resulting from this request for proposal will be public information.**”*

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

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

B. Overview

The City of Greeley's Risk & Safety Management Division has a full-time Risk Manager, and one Risk & Safety Business Partner responsible for the supervision of the Workers' Compensation insurance who is responsible for the supervision of contractual insurance requirements, loss control, casualty and property claims management, physical security, and indemnification, the second is responsible for overall safety of City employees. The administration of Property and Casualty claims and Workers' Compensation claims are handled by a third-party administrator ("TPA"). Continuously auditing claims data to identify trends and areas which are negatively impacting the City. Using this data to redesign, implement and train City of Greeley employees where necessary to reduce both physical and financial risk. The Risk & Safety Management Division will conduct After Action Reviews (AAR's) when required on incidents to identify the route cause and to advise departments on risk mitigation strategies to prevent such incidents where possible. Training Records Standards for operational staff will be designed, implemented, and policed by the Risk & Safety Management Division thus ensuring standardization throughout the City. Accountability and education will be maintained through robust standards, policy and procedures implemented by the Risk & Safety Management Division. The Risk & Safety Business Partner will assist departments and citywide programs with education, training and audits when required or actioned in the event of post incident AAR. We are currently contracted with CCMSI until 2028 for our insurance claims coverage but will need a Workers' Compensation insurer for 2024.

C. Goals

The City of Greeley's Risk Management philosophy is to assume levels of risk for all types of exposures whenever prudent and economical, and to purchase insurance primarily for catastrophic protection. The City seeks those services traditionally provided by a competent and qualified insurance brokerage firm.

Essential services expected include, but are not limited to, the following:

- Ensure the City's brokerage arrangements are priced competitively.
- Assistance in the design of the City's insurance programs, including risk analysis, design of coverage forms, structure of offerings to be presented to underwriters (use of deductibles, self-insured retentions, and aggregate stop-loss coverages, layering of primary and excess coverages, how pricing would be determined, and any service available or to be provided by insurers as part of the insurance package).
- Marketing, evaluation and assistance in the selection and placement of the insurance companies qualified to underwrite the City's various insurance programs.
- Verification of insurance policies, thoroughly checking policy wording to ensure that the City has received desired coverages in compliance with the specifications.
- Interpreting insurance policies, answering questions regarding insurance clauses in contracts, assisting/coordinating with the handling of claims, and issuing certificates of insurance.
- Advice on new construction, analysis of fire rates, and review of recommendations from fire inspectors.
- Assistance in establishing insurable statement of values.
- Providing current information about losses, insurance market's financial security of insurers, and risk management practices.
- Assistance with preparation of insurance applications and specification for union contracts.
- Providing oral and written communications and reports.

Risk Control Services

- Describe your approach to loss control and the services to be provided:

- a. Property: Describe in detail how you will assist the City to design and implement property loss control techniques that will reduce the potential for loss.
- b. Professional Services: Describe in detail how you will assist the City design and implement risk management to reduce the loss for this area of our business.
- c. Describe your approach to the providing or managing unbundled loss control services.

Claims Management

- Describe your approach to claims management and the services to be provided:
 - a. Discuss how you will assist in claim audits and other file reviews as deemed necessary for current insurer services. Provide details of the services provided and available for this type of program.
 - b. Discuss your experience and approach to analyzing and improving claims management programs.
 - c. Describe your involvement in the selection of unbundled claims services.
 - d. What role does your organization play in first party property claims?
 - e. Describe how you will assist the City to actively manage open claims to ensure timely and cost-effective closure.
 - f. How many accounts do each of your claim's persons serve on average?
 - g. How many claims are your claims persons actively monitoring on average?

Quality Control

- Discuss how your organization will ensure accuracy and timely delivery of:
 - a. Property Insurance Brokerage Services
 - i. Submissions to markets.
 - ii. Binders/advices of insurance.
 - iii. Policies, program agreements, resume of insurance and other "insurance related" documents.
 - d. Certificates of insurance, posting notices, etc.
 - iv. Detail how your organization monitors insurer market quality and solvency. How is this information disseminated?

Other Insurance/Risk Management Related Services

- a. Describe the step-by-step process your Firm would use to set up and administer an effective Risk Management Information System (RMIS) including software, if any that would be part of this process.
- b. Describe how your Firm would provide analysis of the City data to assist us in obtaining the most favorable position with respect to insurance rates.
- c. How do you determine limits and retention levels to recommend to your clients?
- d. Provide samples of your presentations such as your proposals and claims reviews.

The broker shall include a detailed understanding of Scope of Services listed above in their proposal.

SECTION II. STATEMENT OF WORK

A. Scope of Services

- 1) Negotiate coverage terms, placement, and the placement of coverage with insurers for the City of Greeley's Property & Casualty Insurance Program with the following (but not limited to) coverages:
 - a. Property
 - b. General Liability
 - c. Automotive
 - d. Crime
 - e. Public Officials Liability
 - f. Worker's Compensation
 - g. Pollution
 - h. Cybersecurity
 - i. Employed Lawyer's Professional Liability
 - j. Fiduciary Liability
 - k. Builders Risk
- 2) Review insurance policies, endorsements, and related documentation for conformity with the insurer's proposals and provide revisions if/when necessary.
- 3) Prepare certificates of insurance when requested by the City of Greeley.
- 4) Verify the accuracy of each certificate, binder, endorsement, premium audit, and premium adjustment and other documents received by the City of Greeley's insurer(s) and collect revisions from insurer(s) when needed.
- 5) Prepare a schedule of the City of Greeley's insurance policies, including the name of the insurer(s), policy numbers, terms, limits of liability, deductibles, retentions, payment plans, and estimated cost of premiums.
- 6) Monitor the financial strength of insurer(s) providing City of Greeley's coverages, and inform the City of Greeley in the event that the AM Best Rating falls below "A-".
- 7) Assist the City of Greeley in developing and maintaining the underwriting related information required to obtain insurance coverage.
- 8) Provide advice, technical assistance and counsel to City of Greeley as requested.
- 9) Work with the City of Greeley Risk & Safety Division to provide periodic forecasts of ultimate losses to the City of Greeley.
- 10) Claims Loss & Control
 - a. Monitor the loss control assistance provided by the City of Greeley's insurer(s), evaluate the insurers' recommendations submitted and attempt to negotiate amendments as requested by the City.
 - b. Provide detailed loss data to the City of Greeley on a periodic basis, based on data from the insurer(s) or, if available, from Offeror's databases.
 - c. Analyze City of Greeley's loss data to determine trends in causes and sites of incidents and provide the data analysis to the City of Greeley on a periodic basis.
 - d. Monitor the claim services provided by the City of Greeley's insurer(s), including assistance with claims submission interpretation of insurance policies.
 - e. Attend claims review meetings convened by the City of Greeley's insurer(s) as requested by the City.
 - f. Analyze reserve amounts allocated for claims by insurer(s) and notify the City of Greeley as to increases.
 - g. Regularly monitor problematic claims.
 - h. Conduct loss control surveys at City of Greeley facilities.
- 11) Risk & Safety Training

- a. Provide a digital library of templated risk and safety materials such as policies, procedures, guidelines, with LMS/tracking capability and/or potential integration options. etc.
- b. Provide a digital library of risk and safety training materials that can be utilized when required by the Risk & Safety Management Division.
- c. Advise on offerors that could potentially assist the Risk & Safety Management Division relating to training.
- d. Advise on best practices and/or assist in the designing of trainings related to risk and safety.
- e. Advise on industry best practices should an element related to risk and safety training should state and/or federal mandate be implemented.
- f. Update and advise on status of Colorado's OSHA requirements should it turn to an OSHA state.
- g. Advise on education and/or training relating to trends identified when conducting Workers Compensation audits.

B. Period of Award

The awarded Insurance Broker will commence services on January 1, 2024, with a completion date of December 31, 2028.

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 offeror requesting firm pricing for the next twelve-month period. After the City evaluates the firm pricing proposal from the offeror, 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

Offeror shall satisfactorily demonstrate significant experience with governmental agencies in the areas of brokerage services for property and casualty insurance. Offeror must demonstrate the ability to meet the following minimum criteria to be considered responsive to the RFP:

- Offeror shall have provided insurance brokerage services similar in size and complexity for a minimum of three (3) state, county, or municipal governmental agencies within the past five (5) years;
- Offeror's lead consultant or broker must have served as a lead on a project of similar size and complexity with at least one (1) governmental agency in the past three (3) years; and
- Offeror and all joint venture partners, sub-consultants and subcontractors must possess and maintain all licenses required by state, local and federal laws to perform the work described in this RFP.

SECTION III. ADMINISTRATIVE INFORMATION

A. Issuing Office

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

B. Official Means of Communication

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

C. Inquiries

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

E-Mail: Purchasing@greeleygov.com
Subject Line: RFP# F23-05-046

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

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

D. Insurance

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

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

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

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

E. Modification or Withdrawal of Proposals

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

F. Minor Informalities

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other offerors. The Purchasing Manager may waive such informalities or allow the offeror 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 RFP process and may not make a responsibility determination for every offeror.

H. Acceptance of RFP Terms

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

I. Protested Solicitations and Awards

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

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

J. Confidential/Proprietary Information

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

K. Acceptance of Proposal Content

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

L. RFP Cancellation

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

M. Negotiation of Award

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

N. Contract

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

O. RFP Response/Material Ownership

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

P. Incurring Costs

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

Q. Utilization of Award by Other Agencies

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

R. Non-Discrimination

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

S. News Releases

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

T. Certification of Independent Price Determination

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

4. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

U. Taxes

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

V. Assignment and Delegation

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

W. Availability of Funds

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

X. Standard of Conduct

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

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

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

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

Y. Damages for Breach of Contract

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

Z. Other Statutes

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

SECTION IV. PROPOSAL SUBMISSION

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

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

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

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

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

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

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

SECTION V. RESPONSE FORMAT

The following items are to be included in your proposal, in the order listed. Deviation from this may render your proposal non-responsive. To enable the City to conduct a uniform review of the information submitted in response to this RFP, bidder must address the following information in the following order, numbered to directly correspond with the number of the section below. The City reserves the right to reject submittals that do not follow the required format. Include concise, complete information which will demonstrate that your firm is uniquely qualified to provide the products and services specified in this Solicitation. ALL signatures on required documents must be in blue ink:

- Cover sheet. Include the completed Cover Sheet from this Request for Proposal.
- Cover letter. Completed and signed. Provide Consultant qualifications.
- Addendums(s). Signed, if applicable.
- Submission form
- Required document requirements
- Proposal/response
- Evaluation criteria documentation
- Pricing
- W9
- Additional attachments

A. Cover Letter

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

B. Use of Subcontractors/Partners

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

C. Minimum Mandatory Qualifications

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

D. Company Information

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

E. Evaluation Criteria

Evaluation Criterion #1 - Past experience with municipalities with a population over 110,000 people

1. Provide information from at least three accounts of similar scope and population
 - 1) Company Name, 2) Contact Name, 3) Phone Number, 4) Email Address, 5) Brief description of account scope and value, 6) Status of account.

The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.

Evaluation Criterion #2 - Experience with high profile and high dollar amount claims

1. Provide examples of settlement payouts over \$100,000 with high profile personnel.

Evaluation Criterion #3 - Company and Personnel Qualifications

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 account.
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 insurance providers you expect to use, the services to be provided by the insurance providers and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key insurance provider personnel who will be working on the project.
5. Provide a specific timeline or schedule for the work. (Spell out mile marks if needed. Example: including development of preliminary design & cost estimates, meetings with City staff, cost estimates and bidding documents.) 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 #4 - Location

1. The City desires to award an Insurance Broker located within 100 miles of Greeley, CO

Evaluation Criterion #5 - Value/Cost of Efforts

1. Provide a cost for the consulting services and products broken down per task listed under the **Scope of Services**, above. Show a breakdown of all reimbursable expenses required to complete the work. If applicable, the subcontractors' costs 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.

Evaluation Criterion #6 - Low Claims discounts

1. Provide discount structure for low claims (if applicable)

F. Proposal Acknowledgement

Include this form as provided in Exhibit 1.

G. Certificate of Insurance

A sample Certificate of Insurance is provided in Exhibit 3.

H. Debarment Form

Include this form as provided in Exhibit 4.

SECTION VI. EVALUATION AND AWARD

A. Proposal Evaluation

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

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

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

Evaluation Criteria:

- 1. Past experience with municipalities with a population over 110,000 people _____ 30 pts
- 2. Experience with high profile and high dollar amount claims _____ 20 pts
- 3. Company and Personnel Qualifications _____ 10 pts
- 4. Firm located within 100 miles of Greeley _____ 15 pts
- 5. Value/Cost of Efforts _____ 15 pts
- 6. Low claims discounts _____ 10 pts

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

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

COOPERATIVE PURCHASING STATEMENT

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

**EXHIBIT 1
PROPOSAL ACKNOWLEDGEMENT**

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

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

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

Original Signature by Authorized Officer/Agent

Type or printed name of person signing

Company Name

Title

Phone Number

Offeror Mailing Address

Website Address

City, State, Zip

Proposal Valid Until (at least for 90 days)

E-Mail Address

Project Manager:

Name (Printed)

Phone Number

Offeror Mailing Address

Email Address

City, State, Zip

**EXHIBIT 2
SAMPLE CONTRACT**

(Incorporated by Reference)

[F23-05-046 - Exhibits](#)

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 _____

**EXHIBIT 5
POLICY SUMMARY**

(Incorporated by Reference)

[F23-05-046 - Exhibits](#)

**EXHIBIT 6
STATEMENT OF VALUES**

(Incorporated by Reference)

[F23-05-046 - Exhibits](#)

**EXHIBIT 7
LOSS DATA**

(Incorporated by Reference)

[F23-05-046 - Exhibits](#)