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**CITY OF GREELEY  
Purchasing**

**Request for Proposal  
RFP # CPRD23-04-001**

**Anna Gimmetstad Feasibility Study**

**for**

**Culture, Parks, and Recreation Department/Recreation Division**

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**REQUEST FOR PROPOSAL (RFP)**  
**RFP #CPRD23-04-001**

Email Address: Alex.Reaves@greeleygov.com  
Telephone Number: 970-350-9560

**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.*

Email your RFP Response to [Alex.Reaves@greeleygov.com](mailto:Alex.Reaves@greeleygov.com). Only emails sent to [Alex.Reaves@greeleygov.com](mailto:Alex.Reaves@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.

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.

<b>Schedule of Events (subject to change)</b>	<b>All times are MST</b>
RFP Issued	July 13 <sup>th</sup> , 2023
Optional Pre-Proposal Conference include date/time and location	June 29 <sup>th</sup> , 2023 at 2:00pm
Inquiry Deadline	July 10 <sup>th</sup> , 2023 at 4:00pm
Final Addendum Issued	July 17 <sup>th</sup> , 2023
Proposal Due Date	July 31 <sup>st</sup> , 2023 at 4:00 p.m.
Interviews (tentative)	Week of August 7 <sup>th</sup> , 2023
Notice of Award (tentative)	Week of August 14 <sup>th</sup> , 2023

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

## **SECTION I. BACKGROUND, OVERVIEW, AND GOALS**

### **A. Background**

The City of Greeley is a home rule municipality with a council-manager form of government and is the county seat and the most populous municipality of Weld County, Colorado. Greeley is in northern Colorado and is situated 52 miles north-northeast of the Colorado State Capitol in Denver. According to the U.S. Census Bureau, the population of the city is roughly 111,000 which makes it the 12th-most populous city in Colorado. The City has an annual budget of ~\$490M with a fiscal year that starts Jan 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's Culture, Parks, and Recreation Department/Recreation Division is seeking proposals for the services of a qualified consultant to prepare a feasibility study. The feasibility study is to determine and develop a robust community and aquatics facility feasibility study to identify and evaluate the current building location or potential alternative site within the Anna Gimmestad Park.

### **Current Situation**

Anna Gimmestad modular unit has been in place since 2002. The Anna Gimmestad modular unit is a facility within the Recreation Division of Culture, Parks, and Recreation in the City of Greeley. The Anna Gimmestad Community Center focuses on youth programming during out-of-school time. The anchor programs for this facility are the After School Program and Fun in the Sun Program. The area around Anna Gimmestad has grown expeditiously as well as City of Greeley.

### **C. Goals**

- Develop a robust community and aquatics facility feasibility study to identify and evaluate the current building location or potential alternative site within the Anna Gimmestad Park site
- The final plan should include a full site analysis with all estimated costs, including design, constructing, permitting, soft costs, parking requirements, long-term operation and maintenance costs and projected revenues for 10 years for the site.

## **SECTION II. STATEMENT OF WORK**

### **A. Scope of Services**

#### **Public Outreach & Community Engagement:**

- The awarded bidder shall engage the community and conduct necessary research analysis to identify community needs for the facility. In conjunction with our City of Greeley Community Engagement Department along with our Rodarte Advisory Board and Exploratory Committee.
- This committee and advisory board will consider concept plans developed by the contractor, sites and corresponding costs and make a recommendation as necessary and appropriate.
- Engagement should include underrepresented populations such as children, young adults, ethnic and racial minorities, low-to-moderate income residents, and older adults.

#### **Demographics and Market Analysis:**

- Consultants will need to conduct a market and trends analysis to help refine the building program plans.

**Site Selection and Analysis:**

- A site analysis should include a preliminary geotechnical site evaluation, an environmental evaluation of the natural and built environment, parking sufficiency, location appropriateness, and other due diligence process that will inform the site’s feasibility and associated costs specific to the site.

Site options for consideration include the following:

- Aquatics and Community Center (large facility)
  - Anna Gimmestad Park (city owned)

**Facility Concept Plans**

Based on the community feedback and recommendations the consultant will work with Community Engagement, Rodarte Advisory Board, and the Exploratory Committee in identifying the desired amenities to be incorporated into the community and aquatics facility. The consultant is asked to create concept designs with corresponding costs for both capital and operating expenses. This facility will require suitable administrative and storage spaces and will be built using universal design standards.

Table 1: Draft Building Program Plans

Draft Building Program Plans
Aquatics and Community Center (Large Facility, approx . 90,000 sq ft)
<ul style="list-style-type: none"> <li>• Aquatics               <ul style="list-style-type: none"> <li>○ 25 – yard lap pool</li> <li>○ Warm water leisure pool with recreation elements (splash pad, lazy river, etc.)</li> <li>○ Warm water instructional pool</li> <li>○ Party room</li> <li>○ Locker rooms</li> <li>○ Family changing room</li> </ul> </li> <li>• 3 court gym</li> <li>• Group fitness room(s)</li> <li>• Fitness/weight room</li> <li>• Multipurpose room(s)</li> <li>• Classroom(s)</li> <li>• Drop-in childcare</li> <li>• Commercial kitchen</li> </ul>

- Evaluate the current building location or potential alternative site within the Anna Gimmestad Park site for construction of a new facility that will include a robust aquatics facility to accommodate existing and future programs and services.
- Community center also needs to meet the State of Colorado Child Care licensing requirements.

- Also develop a robust separation between license childcare center rooms and recreation facility that contains aquatics, group fitness, fitness/weight room, gymnasium, and drop-in childcare.
- The final plan should include a full site analysis with all estimated costs, including design, constructing, permitting, soft costs, parking requirements, long-term operation and maintenance costs and projected revenues for 10 years for the site.

**B. Period of Award**

The completion date of providing the required product and services shall be November, 17th, 2023. Work may begin after a fully executed contract has been signed between the City of Greeley and the Awarded Proposer. All Awards are tentative pending a signed contract with the City of Greeley Colorado.

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

**SECTION III. ADMINISTRATIVE INFORMATION**

**A. Issuing Office**

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

**B. Official Means of Communication**

All official communication from the City to offerors will be via postings on an electronic solicitation notification system, the Rocky Mountain Bid System ([www.rockymountainbidsystem.com](http://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: Alex.Reaves@greeleygov.com  
 Subject Line: RFP #CPRD23-04-001

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

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

**D. Insurance**

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

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

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

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

#### **E. Modification or Withdrawal of Proposals**

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

#### **F. Minor Informalities**

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

#### **G. Responsibility Determination**

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

#### **H. Acceptance of RFP Terms**

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

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.

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 [Alex.Reaves@greeleygov.com](mailto:Alex.Reaves@greeleygov.com). Only emails sent to [Alex.Reaves@greeleygov.com](mailto:Alex.Reaves@greeleygov.com) will be considered as responsive to the request for proposals. **DO NOT** submit your RFP Response to multiple email addresses. Emails sent to other City emails will be considered as non-responsive and will not be reviewed.

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

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

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

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

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

## SECTION V. RESPONSE FORMAT

The following items are to be included in your proposal, in the order listed. Deviation from this may render your proposal non-responsive.

### A. Cover Letter

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

### B. Use of Subcontractors/Partners

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

### 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 Company and Personnel Qualifications 50 points

1. Describe your customer service philosophy.
2. Provide information from at least three accounts of similar scope. Include, at a minimum, the following information:
  - 1) Company Name, 2) Contact Name, 3) Phone Number, 4) Email Address, 5) Brief description of project scope and value, 6) Status of project.

The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
3. List the number of people that you can commit to working on this project and the amount of time each is expected to spend on the project. (List any discipline you would like to see - examples for a design service might be - design of HVAC, mechanical systems, electrical systems, architectural, structural, geotechnical, etc.)
4. Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.
5. List the names of the subcontractors you expect to use, the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key subcontractor personnel who will be working on the project.

6. Provide a specific timeline or schedule for the work. (Spell out mile marks if needed. Example: including development of preliminary design & cost estimates, meetings with City staff, completion of final design, cost estimates and bidding documents.) 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 25 points**

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

#### **Evaluation Criterion #3 - Value/Cost of Efforts 10 points**

1. Provide a cost for the consulting services and products broken down per task listed under the **Scope of Services**, above. Please see Anna Gimmetstad Fixed Pricing Sheet exhibit 2 as an example. 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 #4 – References/Relevant Past Projects 15 points**

1. Provide a copy of 2-3 relevant feasibility studies. Provide a complete list of client references for similar projects.

#### **F. Proposal Acknowledgement**

Include this form as provided in Exhibit 1.

#### **G. Certificate of Insurance**

A sample Certificate of Insurance is provided in Exhibit 4.

#### **H. Debarment Form**

Include this form as provided in Exhibit 5.

### **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. 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 proposal information to assist the City in selecting the most qualified offeror for this contract. Following is the evaluation criteria that will be used. Criteria will be assigned a points value.

Evaluation Criteria:

1.	Company and Personal Qualifications	50 Points
2.	Approach to Scope of Work	25 Points
3.	Value/cost Efforts	10 Points
4.	References/Relevant Past Projects	15 Points

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

**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 RFP process and may not make a responsibility determination for every offeror.

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

## **COOPERATIVE PURCHASING STATEMENT**

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

**EXHIBIT 1  
PROPOSAL ACKNOWLEDGEMENT**

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

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

By signing below, you agree to all terms & conditions in this RFP, 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

\_\_\_\_\_  
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 FIXED PRICING SHEET**

**Anne Gimmestad Fixed Pricing Sheet**

<b>Community Engagement</b>	<b>Spatial Assessments</b>	<b>Architectural Assessment</b>	<b>Conceptual design</b>
Cost (in \$)	Cost (in \$)	Cost (in \$)	Cost (in \$)
Estimated or Fixed Cost (please specify which)	Estimated or Fixed Cost (please specify which)	Estimated or Fixed Cost (please specify which)	Estimated or Fixed Cost (please specify which)
Items Needed	Items Needed	Items Needed	Items Needed
Quantity of items	Quantity of items	Quantity of items	Quantity of items



**EXHIBIT 3  
SAMPLE CONTRACT**

(Incorporated by Reference)

(<https://greeleyco->

[my.sharepoint.com/:b/g/person/alec\\_keiser\\_greeleygov\\_com/EfziJNVYnJNCsOrTWZLo\\_YBIGPA3Qgl3SYshnPKzORiMA?e=q2gudf](https://my.sharepoint.com/:b/g/person/alec_keiser_greeleygov_com/EfziJNVYnJNCsOrTWZLo_YBIGPA3Qgl3SYshnPKzORiMA?e=q2gudf))

**EXHIBIT 4  
SAMPLE CERTIFICATE OF INSURANCE**

Client#: 12170		GRECI	
<b>ACORD</b>			DATE (MM/DD/YYYY) 05/14/2013
<b>CERTIFICATE OF LIABILITY INSURANCE</b>			
<p><small>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.</small></p> <p><small>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).</small></p>			
<b>PRODUCER</b> ABC Insurance Company P. O. Box 1234 Anywhere, USA		<b>CONTACT NAME:</b> 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 : Financial Rating of A INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>	
		<b>REVISION NUMBER:</b>	
<p><small>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.</small></p>			
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		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		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 EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input checked="" type="checkbox"/> WC STALL-TORY LIMITS <input type="checkbox"/> 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. Waiver of subrogation is included on Work Compensation. This insurance is primary and noncontributory to insurance policies held by the City.			
<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>	
City of Greeley 1000 10th St Greeley, CO 80631-3808		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE	

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**EXHIBIT 5**  
**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 \_\_\_\_\_