



**CITY OF GREELEY**  
**Purchasing**

**Request for Qualifications**  
**RFQ #F25-01-005**

**Boomerang Golf Course Concessionaire**

**for**

**Culture, Parks, and Recreation Department**

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**REQUEST FOR QUALIFICATIONS (RFQ)  
RFQ #F25-01-005**

Procurement Contact: Alec Keiser  
Email Address: Purchasing@greeleygov.com  
Telephone Number: 970-336-4246

**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.*

Email your RFQ Response to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com). Only emails sent to 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 Microsoft Word or PDF file under 20MB. The Qualifications must not exceed 30 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 qualifications and appendices. Resumes included as an appendix are not considered part of the 30 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	1/23/25
Optional Pre-Qualification Conference On location (7309 W 4th St, Greeley, CO 80634)	1/30/25, 9:30-10:30am
Inquiry Deadline	2/4/25 by 3pm
Final Addendum Issued	2/7/25
Qualifications Due Date	2/14/25 by 3pm
Interviews (tentative)	2/21/25
Notice of Award (tentative)	2/29/25

*Please Note that interviews may or may not be held depending on the overall quality and number of proposals. If selected for an interview, your organization will be notified by 2/17/25.*

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## EXHIBITS

Exhibit	Title
1	Qualification Acknowledgement
2	Liquor Licensing Hearing Schedule
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**

### **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 recognizes that the food and beverage experience at our facility is important to the overall success of the golf operation. The facility is seeking an organization or individual to create a comfortable, inviting, and fun environment for our customers to enjoy. The food and beverage concessionaire must ensure that patrons will receive outstanding customer service whether at the restaurant or on the golf course.

#### Boomerang Links Golf Course

7309 W 4<sup>th</sup> Street Greeley, CO 80634  
Constructed by First Golf Corporation in 1991.  
18 hole Links style golf course over 125 acres,  
Championship Tee – 6940 yards  
Forward Tee – 5115 yards

#### Boomerang Links Golf Course Clubhouse

Built 1990  
7636 Total sq. ft. / 3818 sq. ft. cart storage & supplies (basement)  
1620 sq. ft. inside dining area  
    Restaurant inside seating 60 people  
    Restaurant outside deck seating 1250 sq feet  
    Seating for 45 people

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

The City is seeking a qualified vendor for the purpose of conducting the Concessionaire's concession operations, for the Boomerang Links Golf Course. The Awarded Proposer shall be considered as an independent contractor, and the City shall incur no liability with such concession-related operations. In this section we have provided an over of all the responsibilities of the Awarded Proposer (referred to as Concessionaire). Please provide your responses to all items listed in the Concessionaire Responsibilities in your business plan. For more details about the business plan, please see the end of Section II, Statement of Work. However, the City will be responsible for the following items:

1. The City will be responsible for paying all utilities (water, sewer, gas, trash removal, and electricity)
2. The City will be responsible for maintaining the security system inside the clubhouse building.

3. The City will be responsible for maintaining the HVAC systems in the clubhouse.
4. The City will be responsible for maintaining all plumbing inside the clubhouse unless the problem is directly related to a piece of restaurant equipment.

### **Concessionaire Responsibilities (Scope of Services)**

The Concessionaire agrees to pay the City of Greeley the amounts listed below monthly with each month's payment due within 10 days after the closure of the month. The monthly billing will be submitted to the City's Finance Department by the City's Golf Representative and the Concessionaire will be billed from the submitted monthly billing.

- a. The initial terms of this agreement are \$33,000 annually to be paid in 12 equal installments of \$2750.
  - b. The annual amount due each year will increase 5% every three years while this agreement is in effect.
  - c. If the construction and opening of a new clubhouse takes place at any time during this agreement, the City of Greeley reserves the right to renegotiate the annual fee paid to the City by the Concessionaire.
2. The Concessionaire will provide a top-quality Concession operation for the sale and service of food and beverages to the general public and patrons of the Premises and Concession Facilities at such prices and under such standards of operation as will assure prompt, courteous, and convenient services to the general public and patrons.
  3. The Concessionaire acknowledges the desire and obligation of the City to provide the public top-quality food and beverages and the highest level of service to the daily fee golfers, golf leagues, golf tournaments, and visiting patrons of Highland Hills.
  4. Concessionaire shall maintain stocks of supplies on hand for all occasions in order to supply the needs for the patrons of the golf course restaurant. The City agrees to provide storage space for the Concessionaire to secure supplies.
  5. Concessionaire shall annually on April 1st submit menus and pricing to the City Representative for comparison with municipal golf courses in the Northern Colorado region.
  6. The Concessionaire acquires no status, rights, or benefits of an employee of the City. Furthermore, it is specifically understood and agreed that, for the purpose of conducting the Concessionaire's concession operations, the Concessionaire shall be considered as an independent contractor, and the City shall incur no liability with such concession-related operations.
  7. The Concessionaire shall keep adequate and proper business records of all expenses and receipts of the concession operations. All such business records shall be open and available for inspection and audit by the City.
  1. The Concessionaire shall obtain, collect, and pay for all taxes and licenses necessary in connection with the operation of the concession, but not limited to, a County Health Department Food Services establishment license, State and City liquor licenses, City business license, occupational tax, sales tax, or other required tax, permits or licenses.
    - a. On contingency of the contract, the liquor license for the concessions must be approved.
  2. In addition to conformance with all applicable state, county, and local regulations, the operation of the concession, shall at all times conform with all rules, regulations, policies and procedures adopted by the City or any of its boards or departments having jurisdiction over the golf course.
  3. The Concessionaire shall follow and abide by all City of Greeley policies and ordinances.

14. Hours of Operation, Management, and Daily Operations

- a. The concession facilities shall be open for business at all necessary hours to provide and ensure that reasonable food and beverage service levels as defined by the City's Representative are available. The minimum required service levels will vary as outlined below.
  - i. Golf Course Peak Season (April 15 through September 30)
    - 1. Concession will be open 30 minutes prior to the first tee time to 9 am daily. Concessionaire may choose to remain open later than 9 pm.
  - ii. Golf Course Non-Peak Season (October 1 through April 14)
    - 1. Concession will be open 9 am to 6 pm if the course is open for play. Concessionaire may choose to remain open later than 9 pm.

15. General Manager

- a. The concessionaire will employ an individual as the full-time manager for the concession facilities and shall provide the name and experience of said manager to the City's Representative. The Concessionaire shall notify the City of any change in the Concessionaire's Concession Manager and provide the city with the name and experience of the proposed replacement.
- b. The General Manager's primary responsibility will be to work full-time on site and oversee daily concession operations.

16. Beverage Cart

- c. Concessionaire will own, operate, and maintain their own beverage cart. The Concessionaire will submit a Peak Season beverage cart operation schedule to the City's Representative for approval by April 1<sup>st</sup> of each calendar year.
- d. During golf tournaments, the beverage cart will operate on the golf course from the beginning of the event until the end of the event.

17. Kitchen and Restaurant Equipment

- e. All kitchen equipment will be maintained with a clean appearance and in good working order. Cleanliness and repairs of all equipment is the responsibility of the Concessionaire. Damaged tables and chairs will be the responsibility of the Concessionaire. It is the Concessionaire's responsibility to maintain and keep an adequate supply of dishes, glasses, linen, eating utensils, and all other kitchen and restaurant supplies necessary to serve the needs of the customers.

18. Cleanliness Standards

- f. The Concessionaire shall comply with all applicable health and sanitation laws and regulations, including:
  - i. All State of Colorado acts and regulations governing food service operations.
  - ii. All applicable City and county public health and sanitation regulations.
- g. At all times, the Concessionaire shall permit and facilitate inspection of the food/beverage areas by the City's Representative and by public health authorities.
- h. The Concessionaire shall provide a copy of all health department inspections to the City's Representative within 48 hours after the inspection form is issued.
- i. The Concessionaire shall be responsible for thorough cleaning of the entire kitchen and restaurant area including and without limitation the grill and exhaust, floors, ceilings, drink dispensers, counters, coolers and freezers.
- j. The Concessionaire shall be responsible for all maintenance and quarterly cleaning (following guidelines set by the City of Greeley Facilities Division) of the kitchen exhaust systems. The Concessionaire shall provide the City's Representative a schedule of dates the exhaust system is to be cleaned for approval no later than 14 days prior to the scheduled cleaning.

- k. The Concessionaire shall be responsible for monitoring and professional removal of grease from the grease trap located in the clubhouse.
- l. Concessionaire shall be responsible for the daily cleaning of the clubhouse restrooms. The Concessionaire shall also ensure that an adequate supply of paper products and hand soaps are available for customers to use.
- m. Concessionaire shall consistently maintain the appearance of the restaurant in an acceptable condition as determined by the City. Concessionaire will also be responsible for ensuring that all City equipment is maintained and kept in good working condition. Concessionaire shall supply all necessary equipment and supplies needed to clean these areas and equipment.
  - i. Concessionaire shall have the carpets cleaned professionally using a City of Greeley approved vendor once per year.
  - ii. If for any reason the Concessionaire cannot maintain an acceptable condition or appearance of the restaurant serving area, outside area, or kitchen area the City will have the area commercially cleaned at the Concessionaire's expense.
- n. The Concessionaire will be responsible for all repairs to kitchen equipment. If any City owned kitchen equipment is deemed unfit and requires replacement, the City's Representative will make the decision to replace the equipment. Any equipment that is replaced will be paid for by the City.
- o. The Concessionaire will be responsible for used oil storage and disposal. If used foil is stored on site it must be stored in approved storage vessel.

19. Exclusive Pour

- p. The City of Greeley has an exclusive pour agreement with Pepsi. The Concessionaire shall be required to serve only Pepsi products during the duration of this contract. If the terms of the exclusive pour contract changes or is awarded to another vendor in the future, the Concessionaire shall be required to abide by the new agreement.

20. Golf Associations

- q. The indoor seating area of the restaurant shall be made available to all golf associations for meetings. All association meetings will start before 9 am and a must be concluded no later than 10:30 am.

21. Private non-golf events

- r. Concessionaire shall be allowed to host private events that do not conflict with normal operations and must be approved by the City's Representative.

22. The concessionaire will have the exclusive right to serve all food and beverages at Boomerang Links. Outside food and beverage service will only be allowed upon approval of both the Concessionaire and the City's Representative.

23. Other Direct Restaurant Responsibilities

- s. Concessionaire will be responsible for all restaurant TV, internet, phone, POS systems, restaurant web pages, and advertising.

24. Snow Removal

- t. City of Greeley responsible for golf course sidewalks and parking Monday-Friday 6am-3pm and Saturday/Sunday 6am-10am
- u. If the golf course restaurants remain open on winter evenings, they are responsible for snow removable and ice on sidewalks.
- v. The Concessionaire will be provided a copy of the City of Greeley Golf Division's snow removal plan to follow.

## Qualification Documents

- For your submission, please provide the following information:
  - Resumes of Key Staff
    - 5 resumes Maximum
    - Each Resume should not exceed 3 pages in length
  - 3-5 Professional References
    - Please provide contact information for each Reference
  - Please provide 1-3 examples of your current/previous menus
  - If you currently hold a liquor license, please attach a copy as an exhibit to your submission
  - Provide a copy of your Certificate of Business and/or a business license
  - Please provide a summary of any Health and Safety violations from the past three years

## Business Plan

- Explain what experience you and your team have provided in concession services at the golf courses or similar venues. Please be specific in terms of length of experience (years, seasons, etc.) and roles (owner, supervisor, cook, etc.)
- Provide information about your experience and current relationships with food and beverage suppliers.
- Provide (3) references, preferably from others with whom you have contracted in the last 5-10 years.
- Please describe your customer service philosophy.
- A description of your creative ideas to provide first-rate concessions. What will draw patrons to your services? What will keep them coming back? What will be your specialty?
- Provide a proposed menu with prices for all items and services.
- Provide a statement regarding your interest and ability to provide catering for large golf outings, tournaments, and functions.
- Provide a beverage cart plan.
- Provide a detailed schedule of the cleaning and maintenance of both premises and equipment provided by our operation.
- Provide proof of current liquor license or the ability to acquire one.
- Provide information about your experience and current relationships with food and beverage suppliers.
- Explain what experience you and your team have provided in concession services at the golf courses or similar venues. Please be specific in terms of length of experience (years, seasons, etc.) and roles (owner, supervisor, cook, etc.)
- Have you ever failed to complete any work awarded to you or defaulted on a contract? If so, please explain.
- Please describe your customer service philosophy.
- Give a brief description of your creative ideas to provide first-rate concessions. What will draw patrons to your services? What will keep them coming back? What will be your specialty?
- Provide a proposed menu with prices for all items and services.
- Provide a statement regarding your interest and ability to provide catering for large golf outings, tournaments, and functions.
- Provide a beverage cart plan.
- Provide a detailed schedule of the cleaning maintenance of both premises and equipment provided by our operation.
- Provide proof of current liquor license or the ability to acquire one.



**B. Period of Award**

The completion date of providing the required qualifications and services shall be December 31<sup>st</sup>, 2030. The initial term of the contract shall be for 5 years with one (1) optional 5-year renewal.

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**

Minimum of 3-5 years’ experience of restaurant operation or catering for a facility of comparable size.

**SECTION III. ADMINISTRATIVE INFORMATION**

**A. Issuing Office**

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

**B. Official Means of Communication**

All official communication from the City to offerors will be via postings on an electronic solicitation notification system, the Rocky Mountain Bid System ([www.rockymountainbidsystem.com](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.

**C. 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  
Subject Line: RFQ #F25-01-005

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.

#### **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.

#### **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 vendors. 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.

#### **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 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 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 qualification opening. **Neither a qualification in its entirety, nor qualification price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the Purchasing Contact listed in this RFQ.

**K. Acceptance of Qualifications Content**

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

**L. RFQ Cancellation**

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

**M. Negotiation of Award**

In the event only one (1) responsive 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**

Once a notice of Award is posted for this RFQ, each intended awardee will enter into contract negotiations with the City of Greeley. All Awards are conditional pending a fully executed 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 Public Information Office.

#### **T. Certification of Independent Price Determination**

1. 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 prices 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 prices 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.
2. 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. 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. 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. Qualifications that are determined to be at a variance with this requirement may not be accepted.

Late qualifications will not be accepted. It is the responsibility of the offeror to ensure that the 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.

### A. Cover Letter

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

### B. Use of Subcontractors/Partners

There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your 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 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 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**

Please put your Business Plan and Required Documents (as outlined in Section II) in this section of your submission. Your submission will be evaluated on the following criteria:

**Evaluation Criterion #1, Overall Personnel Experience (25 points)**

Each Submission will be evaluated on the Quality of Resumes, References, and Relevant industry Experiences as outlined in Section II, Required Documents and Section II, Business Plan.

**Evaluation Criterion #2, Business Plan (50 points)**

Each Submission will be evaluated on the overall quality of the Business Plan as described in Section II, Required Documents and Section II, Business Plan.

**Evaluation Criterion #3, Overall Qualifications (25 points)**

Each submission will be evaluated on the overall quality of services that the Proposer provides to the City as described in Section II, Vendor Responsibilities and as described in Section II, Required Documents.

**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**

**A. Qualifications Evaluation**

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

If the City requests presentations by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. Please note that presentations have been

tentatively scheduled per the Schedule of Events on the first page of this RFQ. If your company is invited to give a presentation to the committee, these dates may not be flexible.

In preparing responses, 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 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:**

- Evaluation Criterion #1, Overall Personnel Experience (25 points)
- Evaluation Criterion #2, Business Plan (50 points)
- Evaluation Criterion #3, Overall Qualifications (25 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. Determination of Responsibility of the Offeror**

The City of Greeley awards contracts to responsible vendors only. The City reserves the right to make its offeror responsibility determination at any time in this RFQ process and may not make a responsibility determination for every offeror.

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



## **COOPERATIVE PURCHASING STATEMENT**

The City of Greeley encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions. To the extent, other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors; the City of Greeley supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for 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**

**LIQUOR LICENSE HEARING SCHEDULE**



**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 \_\_\_\_\_