



**CITY OF GREELEY
Purchasing**

**Request for Proposal
RFP #F24-01-008**

**Consulting Services for the City of Greeley's Five-Year
Consolidated Plan and Annual Action Plan**

for

Housing and Homeless Solutions Department

**REQUEST FOR PROPOSAL (RFP)
RFP #F24-01-008**

Procurement Contact: Shantelle Griego
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	01/18/2024
Optional Pre-Proposal Virtual Conference	01/26/2024 at 11:00AM via Microsoft Teams Meeting, see meeting link at bottom of page 2
Inquiry Deadline	01/30/2024 by 2:00PM
Final Addendum Issued	02/02/2024
Proposal Due Date	02/19/2024 by 2:00PM
Interviews (tentative)	Week of 02/26/2024
Notice of Award (tentative)	Week of 03/04/2024

Microsoft Teams meeting

Join on your computer, mobile app or room device

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Meeting ID: 278 348 139 573

Passcode: c79uKZ

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2	Sample Contract
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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 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, through the Department of Housing and Homeless Solutions, is soliciting competitive proposals for consultant services for the City's Five-Year Consolidated Plan (FY 2025-2029), including the First Year Action Plan (FY2025-2026).

The City is currently in its final year of the current 5-year Consolidated Plan Period (FY2023-2024). During the previous 5-Year Consolidated Plan (Con Plan) period, the City funded multiple public service organizations, various development projects, homelessness services, public facilities and Administration activities. The City will be taking a fresh look at the community's current needs and determining the direction in which to head with the use of the funds.

Greeley Colorado is in Weld County, along the northern front range, with a population of over 110,000. The City's median household income is approximately \$65,525.

C. Goals

Consolidation Plan

The 5-Year Consolidated Plan and Action Plan will address long/short range plans including, but not limited to, the identification of:

- Goals and objectives
- Gaps in services
- Areas of need
- Resources
- Housing
- Homelessness
- Improved collaboration/public input processes
- Programs/projects
- Other areas as may be identified to assist the city in implementing the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs.

The awarded consultant shall also assist in defining and undertaking the community/stakeholder participation process. The selected consultant will perform professional services under the supervision of the Housing and Homeless Solutions Department.

The Consolidated Plan will cover the five-year period from January 1, 2025, through December 31, 2029. The Consolidated Plan also includes a FY 2025 Annual Action Plan.

Assessment of Fair Housing

An Assessment of Fair Housing will need to be reviewed and updated accordingly for submission to HUD.

The Consultant selected will prepare the Consolidated Plan and a FY 2025 Annual Action Plan pursuant to all current federal laws, regulations, and guidelines and must be fully compliant with the requirements of the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended. The required work is outlined, but not limited to, guidelines for preparing a Consolidated Plan found on the HUD website at: <https://www.hudexchange.info/programs/consolidated-plan/>.

The Consultant selected will review and tabulate data and information supplied by the City, HUD, the U.S. Census Bureau, sub-grantees, other applicable resources and input from citizens and key stakeholders to complete the required Con Plan components per the HUD regulations. A consultant will be selected to prepare and assist with the submittal in the format/form as may be required by HUD.

SECTION II. STATEMENT OF WORK

A. Scope of Services

Consolidated Plan, Action Plan and Citizen Participation Plan

The scope of work to be performed by the consultant for each plan is as follows:

- Develop 5-Year plan for the program year beginning 2025-2039 and the required Annual Action Plan for the 2025-2026 program year in accordance with HUD requirements.
- Prepare a Consolidated Plan in accordance with Chapter 24 of the Code of Federal Regulations (CFR) Part 91, and which addresses 25 CFR Part 570 and other applicable 7 federal regulations and current requirements.
- Perform relevant consultations and data collection to complete the required HUD tables and the analysis of housing and non-housing needs.
- Prepare an Executive Summary for the Consolidated Plan and Action Plan.
- Preparation of a multi-lingual (English, Spanish) Community questionnaire that would be posted on the City's website and with paper copies distributed at key community locations such as libraries.
- Assist City staff to assess the existing community need as necessary to develop new strategies, goals, and priorities.
- Assist City staff with development of new strategies, objectives, priorities, and programs for inclusion in the Consolidation Plan and Action Plan.
- Develop and incorporate a performance measure component as required by HUD regulations.
- Prepare draft multi-lingual (English, Spanish) public hearing notices and other public notices as may be applicable.
- Conduct and synthesize the results of consultations with private agencies, public agencies and community groups as required.
- Assist City staff with the review of the current Citizen Participation Plan to determine whether any changes are needed in order to meet HUD's current requirements.
- Provide a resource binder – and a shared drive with electronic copies of the documents - to include, at a minimum, a list of data sources, copy of data collected, consultations, records, and other supporting documentations used to develop the Consolidated Plan, Annual Action Plan, Citizen Participation Plan, and Policies and Procedures.

The Consultant selected will be required to work with the HUD format as noted herein, but also be able to provide a less technical format or approach when engaging in the citizen participation process. See 24 CFR 570.200 and 24 CFR Part 91.

The required Con Plan must follow any and all amendments and updates, such as utilizing the HUD's Office of Community Planning and Development (CPD) eCon Planning Suite, including the Consolidated Plan template in IDIS Online and the CPD Maps website. The eCon Planning Suite is designed to support grantees and the public to assess their needs and make strategic investment decisions by providing better data and tools and by creating a seamless planning and grants management framework. Overview information is available at <https://www.hudexchange.info/resource/2641/econ-planning-suite-desk-guide-idis-conplan-action-plan-caper-per/>

Consolidated Plan Guidelines

The Con Plan includes, but is not limited to, the following seven sections:

- 1.0 Consultation
- 2.0 Updated Citizen Participation Plan and Process
- 3.0 General: A complete Consolidated Plan consists of information required in 24 CFR 91.200 through 24 CFR 91.230
- 4.0 Housing and Homeless Needs Assessment 24 CFR 91.205
- 5.0 Housing Market Analysis; 24 CFR 91.210
 - 5.1 Socioeconomic Trends
 - 5.2 Housing Trends
 - 5.3 Supply
 - 5.4 Condition of Housing
 - 5.5 Cost of Housing
 - 5.6 Lead-Based Paint Needs
 - 5.7 Any other topic relevant to housing market analysis
- 6.0 Five-Year Strategic Plan 24 CFR 91.215
 - 6.1 Strategies and priority needs and objectives
 - 6.2 Area-Targeted Implementation Plan (if applicable)
 - 6.3 Community Development Needs Assessment
 - 6.4 Neighborhood Revitalization
 - 6.5 Job Training and Creation
 - 6.6 Public Service, Health Youth Needs, Senior, Homelessness
 - 6.7 ADA Accessibility
 - 6.8 Affordable Housing
 - 6.9 Public Housing
 - 6.10 Homelessness, including needs, facilities, and services
 - 6.11 Non-Housing Community Development Plan
 - 6.12 Lead Paint Hazard Reduction Strategy
 - 6.13 Anti-poverty strategy
 - 6.14 Institutional structure

- 6.15 Coordination
 - 6.16 Broadband and Resiliency Requirements required for all consolidated plans submitted on or after January 1, 2018
 - 6.17 Annual Action Plans are not impacted
 - 6.18 As per HUD Grantees, submitting new Consolidated Plan must consult and encourage participation in the development of the Consolidated Plan with four additional stakeholder categories
 - 6.19 For Broadband: Public and private organizations, including broadband internet service providers, and organizations engaged in narrowing the digital divide
 - 6.20 For Resilience: Agencies whose primary responsibilities include the management of flood prone areas, public land, or water resources, and emergency management agencies
- 7.0 Action Plan: 24 CFR 91.220
- 7.1 The Action Plan serves as the planning document for addressing overall community development and housing needs, utilizing the entitlement of CDBG and Home funding available to the City for the 2025/2026 year. Projects selected to receive this funding will be included in the Annual Action Plan.
 - 7.2 Certifications
 - 7.3 Monitoring
 - 7.3.1 Public and Assisted Housing Needs, Special Population Needs

Consultant Presentations/Facilitated Session Guidelines

Citizens Participation Plan and Public Participation Component for Development of the CPD are required (meetings can be held virtually) and include, but are not limited to:

- Consultant shall review and update the City's list of identified potential groups to consult with including, but not limited to:
 - Community leader
 - Representatives and advocates from a cross-section of the community including community-based organizations
 - Service providers for the homeless and disabled
 - Public housing residents, businesses
 - Economic development interests
 - City Departments
 - Other governmental departments and other entities as required by HUD Con Plan 24 CFR 91
- Forums: Consultant shall facilitate at least two (2) forums in the endeavor of gathering information (i.e., soliciting input on housing and community development needs) and providing feedback on the draft Con Plan, which meet HUD's requirements.
- Survey(s): The Consultant will create and distribute a survey in English and Spanish to identify and prioritize the community's housing and non-housing needs for the next five (5) years.
 - The survey will include dissemination to public housing sites, non-profit agencies, housing and service providers, local businesses, lenders, realtors, school district, health industry, homeless advocates and other agencies as required by HUD regulations.
 - The survey will include the residents attending the community forum meetings.

- Additional notation - The City will post the survey(s) on the City's website in addition to the methods used by the consultant. Methods shall be addressed in the proposal submission.
- The consultant will also be responsible for the following tasks involved – assessing and analyzing the survey results and including them in the Consolidated Plan sections as required, including tables or matrices:
 - The consultant shall include narratives in the Consolidated Plan's need assessment sections describing the survey results.
- Presentations/Facilitated Sessions: Presentations are required at community and public meetings and moderation of discussions: This will include:
 - Minimum of two (2) evening and one (1) day neighborhood community meeting
 - Minimum of two (2) Council meetings (identifying needs; and draft/final approval of the Con Plan).
 - Minimum of five (5) interviews with community stakeholders to be determined with the City staff and Consultant, but at a minimum should include representatives from City departments utilizing CDBG funds.
- The Consultant will be responsible for preparing agendas, handouts, surveys, and other presentation materials as appropriate as well as maintain notes and results of each public meeting.

Additional Responsibilities

The Consultant will collaborate with the City's Housing and Homeless Solutions Department to complete a HUD approved Consolidated Plan and FY2025-26 Annual Action Plan.

Project Milestones

A timeline for project milestones including proposed community meetings, surveys, and stakeholder interviews is required- continuing through to HUD approval of the Plans.

Draft & Final Product

Consultant will produce thorough and complete documents that consolidate all elements in a format and organizational structure that meets all federal regulations, guidelines and notifications for submittal to HUD. Including:

- Developing and preparing the Con Plan and FY2025-26 Annual Action Plan in draft form as well as final form for the City to submit electronically to HUD in the eCon Planning Suite after City review and authorization; and
- Preparing maps, tables, charts, illustrations, and photographs to include in the Con Plan and FY2025-26 Annual Action Plan, as needed.
- The draft and final Con Plan and FY2025-26 Annual Action Plan must also be in a PDF document that is easily readable by the public as it is understood by the eCon Planning Suite version, while meeting HUD submission requirements, is not the best document to display or print for public review.
- Submitting the final form Con Plan and FY2025-26 Annual Action Plan to the City for submission to HUD.
- Consultant shall provide all documentation of information gathered for the Con Plan and FY2025-26 Annual Action Plan, including word version, excel, table, etc., and the methodology used, a list of individuals and groups participating in the development of the Con Plan and FY2025-26 Annual Action Plan, and a record of outreach consultation/input activities conducted, and comments received.

- Consultant shall provide one (1) loose and one (1) bound hard copy of the final Con Plan report and FY2025-26 Annual Action Plan and one (1) digital copy.
- Consultant shall also assist in making any revisions required by HUD after submission of the Con Plan and FY2025-26 Annual Action Plan; and
- Troubleshooting with City staff, and if applicable, with HUD relative to using IDIS/eCon Planning Suite software.

Estimated Length of Agreement

The anticipated duration of the agreement will be for approximately nine (9) months, with the term to begin tentatively March 15, 2024 and end December 31, 2024, however these dates are subject to change.

PROPOSAL CONTENT

The following information should be provided in the Proposal:

Summarize your approach and understanding of the project and any special considerations of which the City should be aware. Indicate clearly, the levels of participation you will expect from City staff in the fulfillment of the contract. The contents of this section shall be determined by the proposer but should demonstrate an understanding of the special characteristics of the project.

The City reserves the right to entertain proposals that propose modifications to any term or requirement of the RFP or the template agreement if the City determines that the proposal on balance offers the best value to the City, notwithstanding such modifications to the terms or requirements of the RFP or the template agreement. If there is any specific term or requirement of the RFP or the template agreement that is attached to this RFP that you cannot agree to as a condition of your proposal, you must identify in writing and in detail the specific term or requirement you cannot agree to and any requested alternative language or modification to the same that you request. The failure to identify any term that you cannot agree to as part of your proposal shall constitute your acceptance of all terms of the RFP and the template agreement as presented by the City and the City shall be under no obligation to negotiate modifications to the same after the deadline for submitting proposals.

This section shall outline the proposed approach to the project. This approach or scope of work shall be in Tabs, consisting of:

- Tab 1: COVER/SUMMARY
 - Cover Letter/Executive Summary – include highlights of the proposal, signed by an individual(s) with the authority to enter into any contract, which results from this RFP; Include a Table of Contents- all pages are to be numbered.
- Tab 2: EXPERIENCE & QUALIFICATIONS OF FIRM
 - Company name, address, main telephone, fax numbers, company's history and mission statement; the history of the organization includes: any former name(s) of Offeror, number of years of operation and number of years Offeror has been involved in producing Con Plan research documents and or comparable documents.
 - The Proposer must include a description of any MBE, WBE, DBE or other certifications Offerors may have, including Section 3 Business.
- Tab 3: EXPERIENCE & QUALIFICATIONS OF PERSONNEL
 - Include the name, title, address, telephone number, and resume of the Offeror's project manager and team members. It must include a commitment concerning the availability of the project manager and identified team members. Credentials are subject to verification.
- Tab 4: WORK PLAN & SCHEDULE

- Present high-level workstreams as well as detailed action steps (task(s)), including approach and services to be provided consistent with the Scope of Work provided in the RFP.
- Proposed time schedule for the Consolidated Plan and review of the City's existing Plans, including target dates for public participation (Includes Forum, survey, meeting schedules).
- Tab 5: Exceptions to the requirements of the RFP should be clearly delineated in this section.
- Tab 6: In addition, you are invited to include a maximum of two (2) pages of information not included, nor requested in this RFP, if you feel it may be useful and applicable to this project.
- Tab 7: Required forms referenced, Attachments referenced within the RFP, including any Addenda (if any).
- Tab 9: Detailed Cost of Services The information in this section will aid the City in the refinement of the scope of work during contract negotiations.

STAFF QUALIFICATIONS AND RELATED EXPERIENCE

The City is especially interested in your firm's familiarity and prior/current experience (recent) with housing issues, CDBG & HOME Rules and Regulations as it relates to Con Plan development and its processes. Qualifications and Preferences included but is not limited to analyzing Needs Assessment, Market Survey's, preparing maps and tables; ability to develop Con Plans, availability and commitment to attend all required meetings and meet all deadlines, proficiency in using a computer with Microsoft Word, Excel, Adobe Acrobat/Reader, Internet browser, email, and other database software; creating and collecting data on surveys.

Proposer (Offeror) Qualifications and Experience, including Staff

This section should demonstrate the qualifications of all professional personnel to be assigned to this project by providing:

- Number of years in the business of providing consultant services related to Con Plans completed and ultimately approved by HUD within the last four (4) years.
- Resumes/experience summaries describing their education, credentials, related experience
- Staff's proposed roles for this contract. If your firm intends to subcontract any of the services required under this RFP it should be discussed in this section. Detailed information for each subcontractor must be provided. Consultant must also provide proof that subcontractor(s) is licensed, insured, etc. Note: No work may be subcontracted, nor assigned, without prior written approval of the City.

Related Experience and References

Include descriptive information concerning the experience of the firm. Include information about previous projects (preferably Con Plan) or projects that might be comparable, including the size and type of projects and the scope of services provided. Provide the following information:

- References for at least three (3) most comparable projects for which your firm has provided, or currently is providing, similar services.
- List the projects in reverse chronological order and provide the following information for each project: Indicate for each of these projects:
 - Name of the agency/company name, address.
 - Name of contact person and telephone number (contact person, who, at the time of RFP submittal, will be employed by the owner).

- Type or name of project/plan.
- Brief description.
- Your firm's specific involvement (i.e., consultant, sub-consultant, etc.)
- Status of completion

PROPOSED FEE STRUCTURE AND SCHEDULE

Provide proposed fees, cost information, and recommend a budget plan for all services to be provided in the following format:

- Proposers should review the requirements of this RFP and address all services in this fee schedule that might reasonably be expected to support the project. Indicate how the City will be invoiced for services, i.e., by task completed. This information should be detailed and broken down by type of service and units of work or other applicable measure. Proposers should endeavor to provide a comprehensive, fee schedule, as the City will not include compensation in the contract for items not addressed.
- Include a total cost to provide services, based on the consultant's fee schedule and the scope of work as outlined in this RFP. This cost will be used as a basis for negotiations.
- The fee proposal submitted, along with the proposed project approach, will be used as a basis for any contract negotiations. The actual scope of services and fees included in the contract may be negotiated and may vary to satisfy the City's actual needs.

CONFLICT OF INTEREST

- Disclose any financial, business or other relationship with the City or any member of the City staff that may have an impact on the outcome of the project.
- List current clients who may have a financial interest in the outcome of the project.
- Time is of the essence, and the consultant must be able to adhere to a timeline that will meet the City's deadline to submit the required documents to HUD in mid-December 2024. The Consultant will be required to identify the exact submittal date, submit a progress/milestone deadlines— per the Project's Scope of Work—and coordinate its submittal to HUD with City Staff.

TENTATIVE SCHEDULE:

- RFP Issued: Thursday, January 18, 2024
- Proposal Due Date: Monday, February 19, 2024, by 2:00PM (MST)
- Interviews: Week of February 26 – March 1, 2024
- Award of Contract: Week of March 4, 2024
- Project Start Date: Monday, March 11, 2024
- Completion of All Work Product Friday December 13, 2024
- Project Completion: Submittal of Documents to HUD no later than December 31, 2024 (mandatory)

DOCUMENT SUBMITTALS

1. To be considered, please submit electronic/digital copy of the proposal as a PDF.

2. All proposals must be received via email to Purchasing@greeleygov.com, no later than: Monday February 19, 2024, by 2:00PM (MST). Proposals received after the due date/time will not be considered.
3. Questions/clarification of this RFP document should be addressed via email to Purchasing@greeleygov.com. Questions may be asked at any time prior to, but no later than Tuesday January 30, 2024, by 2:00PM (MST).

B. Period of Award

The completion date of providing the required product and services shall be December 31, 2024.

If the City desires to extend the contract, no later than thirty (30) days prior to expiration, the City's Purchasing Contact may send a notice in writing to the vendor requesting firm pricing for the next twelve-month period. After the City evaluates the firm pricing 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). 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 #F24-01-008

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.

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.

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.

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.

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

The City will consider all proposals and award a contract to the Consultant that provides the best overall value for the City. In determining which proposal offers the best value to the City, the City may consider all of the following factors, no one of which shall more weight than the other:

1. Experience with fully preparing and submitting successful Consolidated Plans and other required documents.

2. Relevant qualifications of personnel.
3. Information obtained via reference checks and from other sources regarding a firm's experience and reputation.
4. Familiarity with applicable local, state, and federal laws.
5. Knowledge of or ability to acquire knowledge of local issues and interested parties in Greeley Colorado area.
6. Approach to public outreach.
7. Approach to overall preparation of the required documents as required by HUD.
8. Proposed schedule/timeline and ability to meet City and HUD deadlines (mandatory).
9. Overall responsiveness to this RFP and ability to satisfy HUD's submittal deadlines and requirements and the baseline requirements of the RFP and the template agreement.
10. Cost of the services. A materially incomplete or non-responsive proposal will be rejected. Please note that the ability of the Consultant team to satisfactorily complete the overall project within the anticipated completion schedule will be considered in the selection process. Cost, while not determinative, may be considered in the selection process.

SELECTION PROCEDURE:

A proposal evaluation committee comprised of City staff will review each proposal. The most qualified Consultant Firm/s may be invited to participate in an interview with City staff, between the dates of February 26, 2024, to March 1, 2024, to review qualifications and expectations prior to selection. Final selection is anticipated to be made prior to or during the week of March 4, 2024.

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. | Experience and Qualifications of Firm..... | 10 Points |
| 2. | Experience and Qualifications of Personnel:..... | 10 Points |
| 3. | Approach to Consolidated Plan and Action Plan:..... | 25 Points |
| 4. | Approach to Citizen Participation Plan and Public Component:.... | 25 Points |
| 5. | Timeline and Project Milestones (Work Plan and Schedule)..... | 10 Points |
| 6. | Value/Cost of Efforts:..... | 20 Points |

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

Original Signature by Authorized Officer/Agent

Type or printed name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

Website Address

City, State, Zip

Proposal Valid Until (at least for 90 days)

E-Mail Address

Project Manager:

Name (Printed)

Phone Number

Vendor Mailing Address

Email Address

City, State, Zip

**EXHIBIT 2
SAMPLE CONTRACT**

(Incorporated by Reference)

Please click the link below to access the sample contract.

[COG Professional Services Contract F24-01-008.pdf](#)

**EXHIBIT 3
SAMPLE CERTIFICATE OF INSURANCE**

Client#: 12170 GRECI

ACORD. CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
05/14/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Company P. O. Box 1234 Anywhere, USA	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: _____														
INSURED Sample Certificate	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Financial Rating of A</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Financial Rating of A		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Financial Rating of A															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <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 <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAMS-MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				<input checked="" type="checkbox"/> WC-STALL-PROP/LIMITS <input type="checkbox"/> DIS-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATION(S) / 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.

CERTIFICATE HOLDER City of Greeley 1000 10th St Greeley, CO 80631-3808	CANCELLATION 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 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 _____