



**CITY OF GREELEY
Purchasing**

**Request for Qualifications
RFQ #F22-11-100**

**12th STREET STORM OUTFALL: PHASE 1 CONSTRUCTION
SERVICES**

for

PUBLIC WORKS/STORMWATER MANAGEMENT

**REQUEST FOR QUALIFICATIONS (RFQ)
RFQ #F22-11-100**

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

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

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

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

Email your RFQ Response to 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 14 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 14 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.

Schedule of Events (subject to change)	All times are MST
RFQ Issued	November 10, 2022
Inquiry Deadline	November 17, 2022, before 3:00 PM
Final Addendum Issued	November 21, 2022
Qualifications Due Date	November 28, 2022, before 3:00 PM via emailed to purchasing@greeleygov.com
Notice of Award (tentative)	December 5, 2022

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EXHIBITS

Exhibit	Title
1	Qualification Acknowledgement
2	Sample Contract
3	Insurance
4	Debarment Form
5	Phase 1A – 90% Plans
6	Phase 1B – 90% Plans

“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.

Following flooding events in 2013 and 2014, the City of Greeley contracted with ICON Engineering, Inc., in Centennial, CO, to update the North Greeley and Downtown Basin Drainage Master Plan. This conceptual plan was adopted in 2017. The most critical project identified in this Master Plan is the 12th Street Storm Outfall. An outfall system in 12th or 13th Street was also the highest recommended Capital Improvement Project in the City of Greeley Comprehensive Drainage Plans by Anderson Consulting Engineers in 2005 and 1998.

The total 12th Street Storm Outfall project has been broken into the Phases as shown in Figure 1 below.

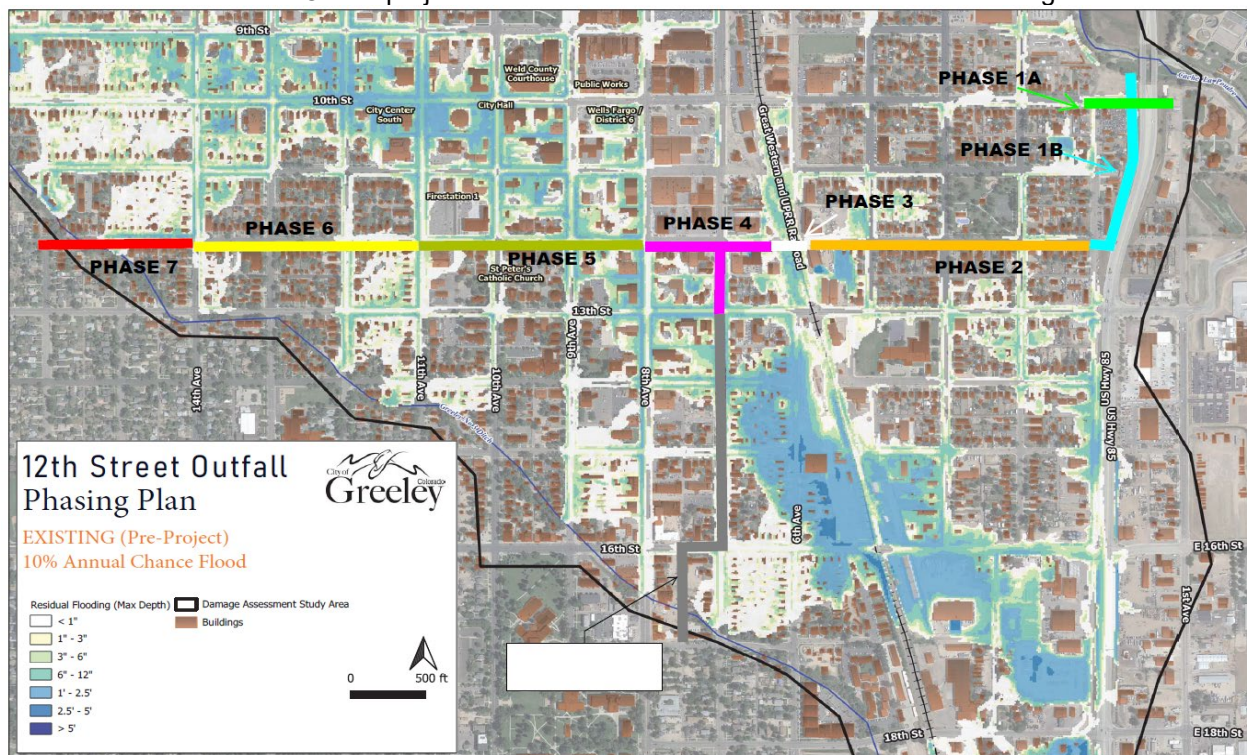


Figure 1 – 12th Street Storm Outfall Phasing Plan

The scope of Phase 1A, which was awarded to Kimley-Horn in September 2020, includes relocation of water and sanitary infrastructure in the vicinity of the Storm Drain Outfall and Water Quality Pond.

The scope of Phase 1B, which was awarded to ICON Engineering in January 2021, includes design of open channel, concrete box culvert storm drain, water quality pond and river improvements.

Both Phase 1A and Phase 1B have reached 90% Design and are in process of final revisions, with a GMP Set anticipated by January 2023.

In addition to Kimley-Horn and ICON, Connell Resources was awarded Pre-construction Services as a Construction Manager at Risk for Phase 1A and 1B. These phases are intended to be constructed together from 2023-24. To date, Connell Resources has not submitted a GMP Proposal.

With Phase 1A and 1B together, the **12th Street Storm Outfall Phase 1** project (Project) is located between the Cache la Poudre River to the north and 12th Street to the south, bound by 2nd Avenue on the west to Highway 85 to the east, as depicted in Figure 2.

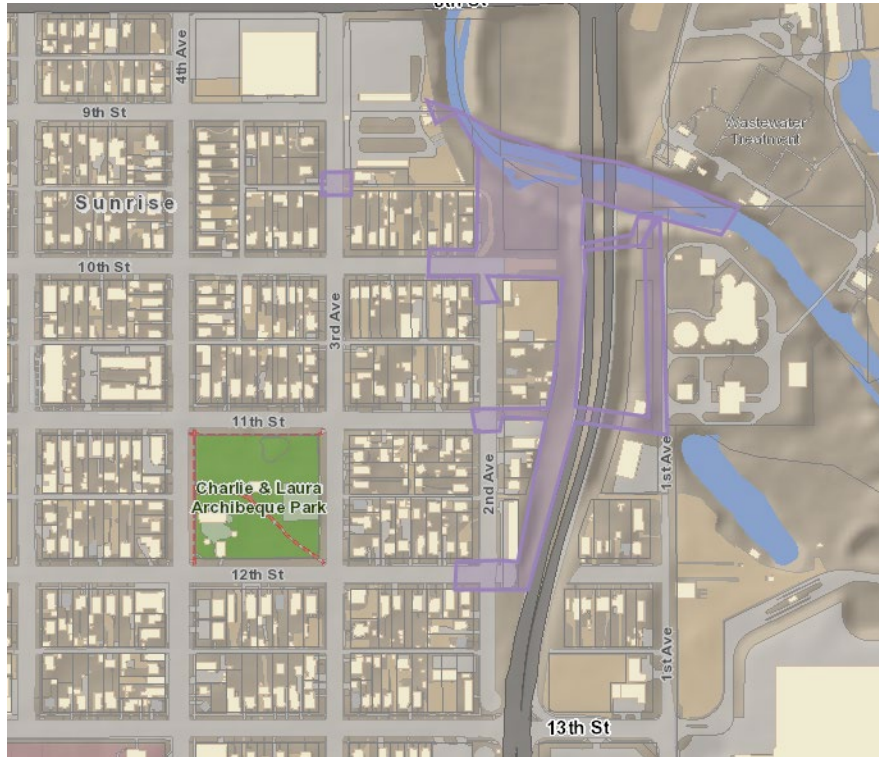


Figure 2 - Project Area

The Project area is zoned as Residential-High Density (R-H) south and west of the 2nd Avenue and 10th Street intersection and Industrial-Medium Density (I-M) north and east of the intersection. The Conservation District (CD) zone is present in areas of the regulatory floodplain. Many of the parcels in the I-M zones are single family residential.

Project work is primarily within City Right-of-Way, City property, CDOT (Highway 85) Right-of-Way, or the Cache la Poudre River and is planned to be constructed between December 2022 and June 2024.

B. Overview

This Request for Qualifications (RFQ) for the City of Greeley's **12th Street Storm Outfall: Phase 1** Project invites submittals according to the requirements set forth in this RFQ, formatted pursuant to the guidelines in Section V. Responses will be reviewed and evaluated using the single-step, qualifications-based selection process described in Section VI.

In general, this RFQ solicits qualifications for Construction Services for **12th Street Storm Outfall: Phase 1**. The scope of these services are outlined in greater detail in Section II, but generally consist of:

- Attendance at Weekly Construction Meetings
- Site Visits and Observations
- Shop Drawing and Submittal Review
- Recommendations to Defective Work

- Field Changes for Design
- As Built Survey and Plan Creation

Construction services shall provide project observation and support and is not intended to provide Owner's Representative, Project Management, or full-time Construction Inspection services for the full length of the project.

The scope of construction for which these construction services include but may not be limited to:

- 48" Pipe Ram boring of steel casing
- 12" HDD boring of fusible PVC water line
- 13' x 6' Reinforced Box Culvert
- Earthwork associated with open channel, pond and river work
- Sanitary sewer, 8-36" diameter
- Water distribution – 8-12" diameter
- Shot-crete and grouted boulder storm outfall rundown
- Grouted boulder walls
- Groundwater dewatering

At completion of the submittal evaluation process, the City of Greeley (Owner) will name a short list of respondents.

This RFQ is subject to revision after the date of issuance via addenda. Any such addenda will be posted on Rocky Mountain Bid Systems (and not distributed directly to potential Respondents). It is each Respondent's responsibility to obtain all RFQ addenda prior to submittal.

In no event will the Owner be liable for any costs incurred by any Respondent or any other party in developing or submitting in response to this RFQ.

C. Goals

The City's goal is to establish a list of qualified firms to provide responsible construction services to assist in delivering a complex project.

SECTION II. STATEMENT OF WORK

A. Scope of Services

The items below may be required for Construction Phase Services:

- i. Coordinate, attend, and document project kick-off meeting.
- ii. Conduct progress meetings on-site with the Contractor, their subcontractors, and the City. Progress meetings will be conducted on weekly basis. Provide meeting minutes.
- iii. Perform weekly site inspections to ensure quality construction and conformity to the plans and specifications. Inspections will include all specialty inspections required of the project including structural steel and concrete, coatings, pipe, manhole, concrete flatwork, electrical, and anything else requiring inspection.
- iv. Provide field engineering support, addressing field changes quickly to avoid construction delays.
- v. Assist the City with on-site project submittal clarifications.
- vi. Comment on reports not meeting specifications and recommend remediation measures if necessary.
- vii. Conduct a final punch list walk to approve substantial completion
- viii. Ensure accurate Operations and Maintenance manuals are transmitted to the City upon completion of the project.
- ix. Compile all job records in an electronic format for submission to the City.
- x. As built survey and plan creation.

B. Period of Award

The completion date of providing the required qualifications and services shall be June 30, 2024.

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

C. Minimum Mandatory Qualifications of Offeror

To be considered responsive, responses by the Firm (prime and/or subcontractor) must meet or exceed *at least one* of the following:

1. The Firm shall have completed construction services on at least one storm outfall project in the last five (5) years.
2. The Firm shall have completed construction services on at least one large diameter sanitary sewer installation in the last five (5) years.
3. The Firm shall have completed construction services for at least one pipe ram installation project in the last five (5) years.
4. The Firm shall have conducted construction services for at least one stream restoration project in the last five (5) years.

In addition, the firm shall have demonstrated experience supporting a Construction Manager-at-Risk project.

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 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, 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 #F22-11-100

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.

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

E. Modification or Withdrawal of Qualifications

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

F. Minor Informalities

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

G. Responsibility Determination

The City will make awards only to responsible 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. An offeror shall identify clearly and thoroughly any variations between its qualifications and the RFQ in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFQ.

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

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

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. 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 will be considered as non-responsive and will not be reviewed.

Qualifications shall be submitted in a single Microsoft Word or PDF file under 20MB. The Qualifications must not exceed 14 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 qualifications and appendices. Resumes included as an appendix are not considered part of the 14 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.

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. 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.

C. 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.

D. 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.

E. Evaluation Criteria

I. Company and Personnel Qualifications

Describe your company's qualifications to perform the work described in Section II.

1. Describe your customer service philosophy
2. Firm's Related Experience: State firm's particular abilities, experience, and qualifications related to this project.
3. Results of Previous Projects: Provide information from at least three (3) projects of similar scope. Include, at a minimum, the following information:
 - a. Client/company name,
 - b. Contact name,
 - c. Phone number,
 - d. Email address,
 - e. Brief description of project,
 - f. Status of project,
 - g. Results of the project.

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

4. Qualifications of Assigned Personnel: Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.
5. Qualifications of Subcontractors: List the names of the subcontractors you expect to use, the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key subcontractor personnel who will be working on the project. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.

II. Approach to Scope of Work

Describe how your company will accomplish the tasks set forth in Section II, above. Your proposal should detail your understanding of the goals of the project, the opportunities that the project may reveal, the constraints that may affect the project, and how you will address these issues to produce an optimal design.

1. Describe your project approach and ideas that you would apply to this project which will enhance the quality of your services.
2. Provide a bullet-pointed list of the services that you intend to provide.
3. Describe your familiarity with the local area and issues and stakeholders directly related to this project.
4. List the number of people that you can commit to working on this project and the amount of time each is expected to spend on the project.

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. General

Responses to this RFQ will be reviewed and evaluated by the Owner's selection committee (with assistance provided by outside advisors if desired by Owner) according to the requirements and criteria outlined in this Section 6. During the evaluation process, written questions or requests for clarifications may be submitted to one or more Respondents

regarding its submittal or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Respondent from further consideration.

B. Responsiveness

Each response to the RFQ will be reviewed to determine whether it is responsive. Failure to comply with the requirements of this RFQ may result in rejection of the submittal as non-responsive. At its sole discretion, however, the selection committee may waive any such failure to meet a requirement of this RFQ and may request clarification or additional information to remedy a failure.

C. Minimum Mandatory Qualifications

Each responsive submittal will be reviewed to determine whether it meets the Minimum Qualification Requirements as referenced in Section II.C and the Comparative Evaluation Requirements outlined in this subsection. At the selection committee's sole discretion, the selection committee may waive any failure to satisfy such requirements and may submittal request clarification or additional information to address any questions that may arise in this regard. Any response that does not satisfy all of the following Minimum Qualification Requirements shall be rejected. If the responsive submittal meets the minimum mandatory qualifications, then a Comparative Evaluation will be applied to determine the short list of responses

The City of Greeley awards contracts to responsible vendors only. The City reserves the right to make its respondent responsibility determination at any time in this process and may not make a responsibility determination for every Respondent. Deletions or incomplete responses in terms of content or aberrations on form may, at the City's discretion, render the Respondent's submittal non-responsive.

The City of Greeley's Municipal Code defines a "Responsible Respondent" 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 a Respondent's responsibility. If the Respondent fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the Respondent non-responsible if such failure is unreasonable. Minimum qualifications are evaluated on a pass/fail basis as part of the minimum submission requirements.

D. Comparative Evaluation Criteria

If the Minimum Qualification Requirements are met, the selection committee will evaluate and rank the submittals on the Comparative Evaluation Requirements. Responses to this RFQ will be scored by applying the weighted comparative evaluation criteria set forth below.

Comparative Evaluation Requirements	Points Available
1. Firm's related Experience:	25 Points
2. Results of Previous Projects.:	10 Points
3. Qualifications of Assigned Personnel:	20 Points
4. Understanding of Project Requirements:	20 Points
5. Familiarity with the local area and the Project:	25 Points

E. Selection

All proposals submitted in response to this RFQ will be evaluated by a committee in accordance with the criteria described above. Total scores will be tabulated and committee member's scores will be normalized to complete the ranking portion of the evaluation. The selection committee will create a list of highest ranking responsive and responsible firms. This list will become effective upon completion of the evaluation process and shall remain in effect for three years. Actual project scope of services will be negotiated on a project-by-project basis with a selected firm prior to the City formally authorizing a firm to proceed with a project. The City anticipates short-listing the three (3) highest ranking firms.

If the City requests additional information by the short listed Respondents, committee members may revise their initial scores based upon additional information and clarification received in this phase. After the evaluation process is complete, the Owner will notify all Respondents of the short list. The City may select one or multiple short listed respondents to offer the opportunity to submit a proposal for complete scope of work or a portion thereof.

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, except where expressly described in your cover letter.

Original Signature by Authorized Officer/Agent

Type or printed name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Qualifications Valid Until (at least for 90 days)

E-Mail Address

Website Address

Project Manager:

Name (Printed)

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Email Address

EXHIBIT 2
SAMPLE CONTRACT

(incorporated by Reference)

[COG Sample Contract F22-11-100.pdf](#)

**EXHIBIT 3
SAMPLE CERTIFICATE OF INSURANCE**

ACORD	Client#: 12170	GRECI	DATE (MM/DD/YYYY) 05/14/2013
CERTIFICATE OF LIABILITY INSURANCE			
<p><small>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</small></p> <p><small>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</small></p>			
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	INSURER(S) AFFORDING COVERAGE INSURER A: Financial Rating of A INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____		NAIC # _____
COVERAGES		CERTIFICATE NUMBER:	REVISION NUMBER:
<p><small>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small></p>			
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$		EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input checked="" type="checkbox"/> WC STALL-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) City of Greeley is named as Additional Insured on General Liability. Waiver of subrogation is included on Work Compensation. This insurance is primary and noncontributory to insurance policies held by the City.			
CERTIFICATE HOLDER		CANCELLATION	
City of Greeley 1000 10th St Greeley, CO 80631-3808		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE	

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EXHIBIT 4
DEBARMENT/SUSPENSION CERTIFICATION STATEMENT

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

DUNS # (Optional) _____

Name of Organization _____

Address _____

Authorized Signature _____

Title _____

Date _____

EXHIBIT 5

PHASE 1A 90% PLANS

LINK:

[Greeley 12th Street Phase 1A Utility Relocations Construction Documents.pdf](#)

EXHIBIT 6
PHASE 1A 90% PLANS

LINK:

[12TH STREET STORM DRAINAGE OUTFALL IMPROVEMENTS.pdf](#)