



**CITY OF GREELEY
Purchasing**

**Request for Qualifications
RFQ #F23-02-008**

On-Call Architectural & Design Services

for

PUBLIC WORKS/FACILITIES

**REQUEST FOR QUALIFICATIONS (RFQ)
RFQ #F23-02-008**

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 PDF file under 20MB. The Qualifications 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 qualifications and appendices. Resumes and billing rates included as appendices are not considered part of the 20 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	February 2, 2023
Pre-Qualification Conference	Not Anticipated at this time
Inquiry Deadline	February 9, 2023, by 2:00 p.m. to purchasing@greeleygov.com .
Final Addendum Issued	February 14, 2023
Qualifications Due Date	March 3, 2023, by 2:00 p.m. to purchasing@greeleygov.com .
Interviews (tentative)	Not Anticipated at this time
Notice of Award (tentative)	Week of March 20, 2023

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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, Colorado is seeking Statement of Qualifications (SOQ) from qualified firms to provide comprehensive architectural and design services including planning and project management services for City facilities and future capital and planning projects. The requested services will be utilized on various projects with various funding methods within the City. The City intends to develop a list of qualified firms to utilize on a demand services basis. The on-call list will be in effect for three (3) years for firms to provide the requested services on an as-needed basis.

Proposers must demonstrate that both the firm and the proposed staff have the experience and expertise to provide the services requested. Such evidence includes, but is not limited to, the proposer's demonstrated competency and experience in delivering services of a similar scope and type, and the local availability of the proposer's personnel and resources.

C. Goals

The City of Greeley is currently experiencing significant growth and has plans for future projects that may include but are not limited to police and fire stations, parks, recreational buildings, fueling stations, administration buildings, historic building(s) improvements, facility renovations and other types of projects to be determined later. The City has completed a facility condition assessment, along with several additional space planning/feasibility studies and plans to complete facilities master plan in the near future. The City is currently in the process of securing services of an architectural firm to provide a short term (30, 60, 90-day) plan to address the immediate space and maintenance needs of the City. The City intends to utilize the services of one of the selected architects to further develop a strategic plan to address the long-term (5-year, 10-year, 20-year and 30- year) facility needs.

Experience in municipal facility planning, project management and architectural design is required. Projects may vary in size. No minimum or maximum amount of work is guaranteed under this solicitation, and work will be procured on an as-needed basis. The City is looking for the best-value candidate firms/team and reserves the right to contract with a minimum of three firms for the work proposed. As particular projects arise, task-specific amendments ("Work Orders") will be negotiated under the Master Service Agreement (Exhibit 2). Sub-consultants are not guaranteed work under this contract.

SECTION II. STATEMENT OF WORK

A. Scope of Services

In addition to architectural and engineering design, the selected firm(s) shall be capable of providing studies, reports, spatial assessments, master planning, conceptual designs, specifications, permitting, building information modeling (BIM) and cost estimates. Proposers and subconsultants must be licensed in the state of Colorado to perform services in Colorado, along with any subconsultants.

The contract will require that the firm provide paper copies and editable digital file deliverables for all work related to the projects to the City of Greeley. The digital project files shall be submitted in AutoCAD or Microsoft Office Suite file formats. In addition, the firm shall supply PDF files of all deliverables.

Selected firms may be asked to perform design and planning services in accordance with the outline below. Each project will have a specific scope. Smaller projects may require portions of the scope and processes defined below. The proposers shall perform all architectural and/or engineering services required to complete any projects assigned by the City of Greeley including but not limited, the following tasks and services:

1. FACILITY NEEDS PLANNING

Phase 1: Update Facilities Conditional Assessment

- Prior to the start of on-site assessments, the Consultant shall review the available reports and studies previously done and develop the next steps. The City does not anticipate redoing entire portions of the previously performed studies and assessments but realizes that needs and requirements have changed post the COVID pandemic and that some portions of the studies may need to be updated
- The update shall be performed by individuals trained and licensed and/or certified in construction, engineering or architecture for the specific building systems they are assessing
- The assessment shall be conducted in accordance with well-established industry standards
- The Consultant shall obtain from the City, where available, existing drawings and plans and review those drawings and plans for each facility prior to its on-site assessment. It should be noted that in some cases complete records for a particular building may not be available
- The Consultant shall perform a non-destructive visual inspection of each facility to identify systems-level deficiencies and life-cycle conditions
- The Consultant shall update physical condition deficiencies
- The Consultant shall update the facilities conditional assessment document which shall include, but shall not be limited to the following for each facility:
 - An update to the narrative summary of the facility and building system shall be documented in addition to the standard quantitative information
 - Update the categorization of immediate, short-term, and long-term capital repair and replacement requirements with project timelines to include:
 - i. Assessment of current structural conditions of City-owned/operated building
 - ii. Assessment of each building's compliance with the current NFPA 101 Life Safety Code and other applicable building codes
 - iii. Estimated life expectancy of the building
 - iv. Identification of major repairs which require immediate undertaking (present-5 years out)
 - v. Estimate of likely cost of necessary immediate repairs
 - vi. Identification of major repairs which will likely be necessary in the foreseeable future (5, 10, 20, and 30 years out)
 - vii. Estimate of likely costs of the long-term repairs and maintenance
 - viii. Assessment of current mechanical systems and components thereof
 - ix. Assessment of the functioning condition of each system and the components thereof
 - x. Estimation of life expectancy of each system and/or components thereof
 - xi. Estimation of the likely cost of repairing each system and/or components thereof

Phase 2: Space and Programming Needs Assessment

- The Consultant shall conduct interviews with designated City representatives to elicit individual perspectives of problems needing solutions and observations of past, current, and expected future operational and facility needs and deficiencies
- For each building, the Consultant shall provide building programming to:
 - Identify the nature of work performed in or function of each workspace
 - Identify on an inter-departmental basis and an intra- and inter- divisional basis what working relationships exist and the level of intensity of those working relationships

- Identify the physical proximity needs of the aforesaid inter-departmental and inter- and intra-divisional working relationships
- Assess whether the proximity of work performed in one space and interrelated with work performed in another space promotes or inhibits the effectiveness and efficiency of the overall work performed in the two or more spaces
- Prepare/assist the City in preparing and/or updating a Remote work policy as it relates to facility needs
- Identify the number of employees using each space
- Identify ancillary and accessory programming requirements, such as, but not limited to, data and communications, conference/meeting rooms, printer/copier areas, and file & storage space. Also include functional spaces, such as restrooms, mechanical spaces, vestibules, stairwells, elevators, hallways, and similar space allocations.
- Identify security issues and concerns and ways they can be addressed.
- Assess whether the space is currently adequate given the nature of the work performed therein or the function thereof.
- Assess the locations of public safety facilities in relation to emergency service response times.
 - Assess whether the space will be adequate into the foreseeable future (5, 10, 20, and 30 years out) given the nature of the work performed therein or function thereof and the possible expansion of the work or the number of employees performing such work from the facility or remotely
 - Assess each facility's exterior features that support the facility on its site, including public and entry access, ADA requirements, on-site storage, and vehicle accommodations
 - Assess parking capacity for public and staff needs including parking for bicycles
 - Assess public accessibility to public meeting spaces and departmental services
- Final phase 2 deliverable shall be program update/statement of requirement documents including, but not limited to:
 - Assessment of departmental and division space needs and requirements
 - Assessment as to whether current spaces are functioning to undertake the work of the City efficiently and effectively
 - Identification of any efficiency and cost-effective layout alterations that may provide space for additional employees to possibly defer additional construction activity
 - Forecasts for departmental growth and space needs
 - Critical adjacencies between and within Departments
 - Desired support areas and amenities
 - Departmental security and safety needs
 - Desired image of the organization and desired outward image of current and future facilities

Phase 3: City Government-Wide Facilities Master Plan

- Facilitate a process to gain consensus among City departments on a preferred master plan strategy or group of strategies
- Using updated information developed in Phase 1 and Phase 2, provide a master plan which takes into consideration the City's anticipated future needs for space and the organizational use of such space, including development or use of space not currently owned, operated or used by the City, if such additional space is deemed necessary to the cost effective and efficient operation of City government
- Update/Develop a short-term (1-4 years), mid-term (5-15 years) and long term (15-30 years) sequence of events establishing the necessary stages of design, construction, redevelopment, and/or remodeling activity, as the case may suggest, for the preferred strategy taking into consideration the need to maintain services and operations throughout implementation
- Final documents shall include, but are not limited to:
 - Master Plan Strategies
 - Preliminary project budgets
 - Preliminary project schedules
 - Other Relevant/Diagrammatic information

2. BUILDING DESIGN

Design of buildings may include, but not be limited to the following:

Architectural, structural, mechanical, plumbing, communications/data, electrical design, FFE and all engineering for a complete facility. All drawings and specifications shall bear the Colorado stamp of the appropriate design professional for each discipline. In some situations, the City may choose to use the consultant to prepare a scope of services to hire a separate engineering design or design/build teams to provide engineering services. The consultant shall assist the City as needed to prepare the SOQ, review submittals and assist the City in the selection process.

Size and use recommendations for the building or buildings shall be made by the consultant based on input from the City and made available for the project.

The scope may include, but is not limited to the following:

- Programming and/or space planning of new or existing facilities
- Develop/assist in creating specifications and aesthetics that reflect the values and culture of City of Greeley
- Assist with prioritization of size, function, amenities, etc., especially as it relates to budget
- Performing architectural/engineering and space planning design that may include preliminary design (including feasibility study/programming where appropriate), design development through all design phases and a final design including construction drawings and specifications as needed for submission to the relevant Reviewing Agencies/Authorities Having Jurisdiction (AHJs)
- Coordinate/partner with Colorado Energy Office to investigate funding available for renewal energy and sustainable building processes
- Development of floor plans for review and approval by the City, including furniture layouts
- Refinement of the facility based on input from City staff
- Recommendations of design and structure type that provide an energy and cost-effective approach to construction of the building and site resulting in a high value project
- Mechanical design
- Electrical design including power, lighting, and low voltage
- Plumbing design
- Interior and exterior directional and identification signage
- Structural design including the preparation of the schedule of special inspections required by the International Building Code (current edition)
- Review of special inspections conducted by the special inspections' agency for compliance with contract requirements
- Peer Review of designs provided to the City by other design, engineering, and construction firms
- Certification that the special inspections conducted during design meets the design requirements
- Provisions for fire alarm system and fire suppression system as required by current NFPA and City code
- Work closely with the City to consider, analyze and provide recommendations for value engineering suggestions and alternate pricing options
- Infrastructure to support phones, data and A/V systems
- Consideration for inclusion of LEED elements that incorporate sustainable environmental practices and energy conservation
- Direct communication between all design disciplines, i.e., quality control and coordination between each design discipline prior to each design submittal
- Any items not listed above that are required to obtain the applicable permits, and to properly convey the design and construct the facility
- Setting up BIM system to be used throughout the development cycle of the project

2. SITE DESIGN

Site design may include, but is not limited to:

- Conceptual master plans for building facilities and park facilities
- Topographic survey and boundary survey
- Location of existing utilities
- Design of utilities to serve the project
- Site design and all details required to support the overall project design
- Demolition plans for the existing structures and appurtenances to be demolished
- Existing conditions plan that includes the topographic survey and all existing features
- Layout and staking plan for new buildings and improvements including parking
- Parking lot design, including lighting
- Design of circulation space suitable for each facility
- The design of all required grading, storm drainage, water quality and storm water detention if required
- Preparation of hydrology study(s) as required
- Identification of stream buffer(s) and permitting required for buffer encroachment
- Identification, delineation and associated permitting for wetlands
- Design of all erosion control measures, and tree save areas as applicable
- Preparation of the Erosion, Sediment and Pollution Control Plan as required by the NPDES permit
- Preparation of the NOI, seven-day inspection of erosion BMP's, and preparation of the NOT required by the NPDES Permit
- Tree preservation/replacement plan complying with the City's requirements
- Landscape plantings
- Fire main and hydrants as needed to comply with applicable regulations
- Geotechnical Engineering to support the design
- Greenway design

3. COST ESTIMATING AND PROJECT PRIORITIZATION

The Consultant may be asked to assist the City by preparing conceptual cost estimates for projects to determine the project budget. Ultimately, projects must be built within the established construction budget and the consultant will work closely with the City throughout the design process to ensure cost effective construction techniques and details are incorporated into the design within the established budget.

The Consultant may be asked to include cost benefit analysis or return on investment analysis for various elements of the design as needed to make decisions related to budget options.

4. BIDDING ASSISTANCE

The Consultant may be requested to assist the City by providing the following services:

- Compilation of final bid documents and project manual including specifications
- Distribution of bid documents to potential bidders
- Provisions for deliverables defined by the City
- Attendance at pre-bid meetings
- Written response to questions during the bidding period
- Review of bids

5. CONSTRUCTION ADMINISTRATION

The Consultant may be an integral part of the construction with the City Staff ensuring the designs are implemented properly, arranged in logical sequence and in accord, along with local practices. Routine responsibilities may include the following: provide information for NOI; seven day site visit required by the NPDES permit; site visits to observe construction and verify compliance with contract documents; attendance of regular site meetings; participate in resolving construction issues that may arise; review of submittals; review of change

order requests for validity and cost; response to requests for information; review and certification of pay requests; preparation of punch-list; issuance of certificate of substantial completion; confirmation of punch list completion; final inspection for issuance of NOT; and any other matters related to construction of a facility.

B. Period of Award

The completion date of providing the required qualifications and services shall be February 17, 2023.

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.

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 #F23-02-008

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 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, except the contract terms. 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 billing rates 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 consultant working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the consultant shall require each of their employees to wear ID badges or other means identifying: the consultant, the first name of their employee and a photograph of their employee if using an ID badge. If using an id badge, the 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.

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

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

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

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

SECTION V. RESPONSE FORMAT

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

A. Cover Letter

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

B. Use of Subconsultants/Partners

There may be areas for use of subconsultants or partners in this project. If you are utilizing this approach, your qualifications must list the subconsultants/partners, their area(s) of expertise, and include all other applicable information herein requested for each subconsultant/partner. Please keep in mind that the City will contract solely with your company, therefore subconsultants/partners remain your sole responsibility. The terms of the contract will flow down to the subconsultants. The City does not guarantee work for subconsultants.

C. 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.

D. Evaluation Criterion

1. **Team Qualifications** A description of the personnel resources and qualifications of the firm/team. The expertise required to accomplish the services may be represented either within the offeror's in-house

staff or by a team of architectural, engineering, and specialty firms. In team submissions, the Offeror(s) must identify its previous experience working with any sub-consultant team members. The documentation of resources and qualifications shall include a Project Organization Chart that identifies key personnel to be involved in delivering services, and their respective roles. Resumes shall be included on all such personnel. At a minimum, resumes should be included for: Principal-in-Charge, Contract Administrator, and the Project Manager or senior position for each of the following disciplines: Architecture or Multi-Disciplinary, Planning, Interior Design, Structural Engineering, Civil Engineering, Geotechnical Engineering, Mechanical Engineering, Plumbing Engineering, and Electrical Engineering. If the Offeror(s) intends to use other personnel or sub-consultants for Surveying, Landscape Architecture, Cost Estimating or other specialized services, these entities and staff also must be identified.

2. **Project Experience.** A description of the special experience, capabilities, resources, and techniques that the Offeror(s) can contribute. Indicate all experience of the Offeror(s) and its teamed sub-consultants have in work arrangements similar to the proposed in the Scope of Work such as standby or on-call services. Show experience with planning studies, major construction and renovation, particularly regarding recreational buildings, parks, and municipal facilities. List pertinent projects such as master plans, park and recreation construction, historic building restoration, municipal facility design and construction, public safety facility design and construction, hardscape and landscape enhancements, spatial assessments, renovations, and other projects that show expertise with the types of work requested. A minimum of five projects performed in the last 5 years should be submitted.
3. **References.** The Offeror(s) must submit a minimum of five references (including names, addresses, phone numbers and the relevant projects) that demonstrate successful multidisciplinary work for municipal clients. To the extent possible, the references should include the work of the specific individuals listed in the proposal. If it is a team submission, and all key individuals are not represented in the prime's listing, other references should be included to ensure that at least one reference is available on all the key individuals. All references shall be current (within 5 years). Please notify your references that the City may be contacting them regarding work your firm has performed.
4. **Project Management.** A description of the experience of the Offeror(s) in managing projects for other government agencies. Specifically indicate the experience, understanding and familiarity of the Contract Administrator and Project Managers with local, state, and federal government permit requirements that are typically encountered on similar projects.

E. Rates

Provide a list of billing rates for all classifications the proposer anticipates using on work assigned under this RFQ as a separate Appendix. The billing rates shall be valid for at least until December 2023. Show a breakdown of all reimbursable expenses required to complete the work. If applicable, the subconsultant(s) rates must be shown as separate items. Reimbursable expenses will be paid on an as-incurred basis with no mark up. This appendix will not count towards the page limit.

F. Qualification Acknowledgement

Include this form as provided in Exhibit 1.

G. Certificate of Insurance

A sample Certificate of Insurance is provided in Exhibit 3.

H. Debarment Form

Include this form as provided in Exhibit 4.

SECTION VI. EVALUATION AND AWARD

A. Qualifications Evaluation

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

If the City requests presentations by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. If your company is invited to give a presentation to the committee, these dates may not be flexible.

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

	Criteria	Points
I	Team Qualifications - Firm/Staff Qualifications, including but not limited to the relative experience, quality, and strength of the team who will perform the work. The defined ability of the Project Manager in administering multidisciplinary teams and the specific technical abilities and experience of each of the task leads and senior personnel will be evaluated.	30
B	Project Experience - Similar Clients/Contracts, including but not limited to the experience and capabilities of the Service Provider as it relates to projects/programs of a similar nature and scope. The demonstrated ability of the Service Provider with on-call services. The history of the Service Provider’s personnel or the personnel from the Service Provider’s team working together.	30
C	References - Technical Expertise and Experience including but not limited to applicability of Offeror’s references to the requested services. Quality of references and degree to which references support the capabilities and experience of key assigned personnel design.	30
D	Project Management – Project management philosophy but not limited to the experience in managing similar contracts. Experience and familiarity with local, State and Federal Government permits	10
Total		100

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

B. Determination of Responsibility of the Offeror

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

The City of Greeley’s Municipal Code defines a “Responsible Offeror” as one who has “the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.” The City reserves the right to request information as it deems necessary to determine an offeror’s responsibility. If the offeror fails

to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

COOPERATIVE PURCHASING STATEMENT

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

**EXHIBIT 1
QUALIFICATION ACKNOWLEDGEMENT**

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

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

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

[Sample Contract F23-02-008.pdf](#)

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.

UEI # (Optional) _____

Name of Organization _____

Address _____

Authorized Signature _____

Title _____

Date _____