

# CITY OF GREELEY Purchasing

Request for Qualifications RFQ #F24-03-020

### LINCOLN PARK DESIGN SERVICES

for

CULTURE, PARKS, AND RECREATION DEPARTMENT PARKS DIVISION

#### REQUEST FOR QUALIFICATIONS (RFQ) RFQ #F24-03-020

Procurement Contact: Alec Keiser

Email Address: Purchasing@greeleygov.com

Telephone Number: 970-336-4246

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

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

Email your RFQ Response to <a href="mailto:purchasing@greeleygov.com">purchasing@greeleygov.com</a>. Only emails sent to purchasing@greeleygov.com will be considered as responsive to the request for qualifications. <a href="mailto:DO NOT">DO NOT</a> submit your RFQ Response to multiple email addresses. Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

Qualifications shall be submitted in a single Microsoft Word or PDF file under 20MB. The Qualifications must not exceed 30 total pages, excluding cover letter, index or table of contents, front and back covers, and title pages/separation tabs. Pages shall be  $8 \frac{1}{2} \times 11$  inch except for up to four (4) pages of  $11 \times 17$  inches. Elevenpoint font or larger must be used for the qualifications and appendices. Resumes included as an appendix are not considered part of the 30 pages.

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

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

Schedule of Events (subject to change)	All times are MST
RFQ Issued	March 15, 2024
Optional Pre-Qualification Conference Via	March 27, 2024 at 11:00am
Microsoft Teams	via Microsoft Teams Meeting
Inquiry Deadline	April 4, 2024 by 3pm
Final Addendum Issued	April 10, 2024
Qualifications Due Date	April 15, 2024 by 3pm
Interviews (tentative)	April 24, 2024
Notice of Award (tentative)	April 26, 2024

## Microsoft Teams meeting

Join on your computer, mobile app or room device

Click here to join the meeting Meeting ID: 229 690 372 468 Passcode: 36drs8

Download Teams | Join on the web

Or call in (audio only)

<u>+1 347-966-8471,,523970601#</u> United States, New York City

Phone Conference ID: 523 970 601#

Find a local number | Reset PIN

Learn More | Meeting options

#### **TABLE OF CONTENTS**

Section	Title
I	Background, Overview & Goals
II	Statement of Work
III	Administrative Information
IV	Qualification Submission
V	Response Format
VI	Evaluation and Award

#### **EXHIBITS**

Exhibit	Title
1	Qualification Acknowledgement
2	Sample Contract
3	Insurance
4	Debarment Form

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

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

#### A. Background

The City of Greeley is a home rule municipality with a council-manager form of government and is the county seat and the most populous municipality of Weld County, Colorado. Greeley is in northern Colorado and is situated 52 miles north-northeast of the Colorado State Capitol in Denver. According to the U.S. Census Bureau, the population of the city is roughly 111,000 which makes it the 12th-most populous city in Colorado. The City has an annual budget of ~\$490M with a fiscal year that starts Jan 1<sup>st</sup>, and employees over 1100 employees. Greeley is a major city of the Front Range Urban Corridor and home to the University of Northern Colorado which is a public baccalaureate and graduate research university with approximately 12,000 students and six colleges as well as Aims Community College, which has served the community since 1967.

Lincoln Park is a 5.7-acre neighborhood park in downtown Greeley. The park is bordered by 9th and 10th Avenue and 7th and 9th Streets. Surrounded by a mixture of public buildings and businesses, Lincoln Park has always marked the center of Downtown Greeley. Over its 150-year history, it has undergone many changes and been used for many community events.

The first plan for Greeley was drawn in April 1870 and included a two-block park in the central part of town. By 1882, the business district began to form around the park. By 1910, Lincoln Park firmly established in the hearts of Greeley residents as a place to gather for concerts, harvest festivals, sports, and other community events. After a turbulent history around preserving the park, in 1984, the City committed \$5.2 million to a downtown renovation. Lincoln Park's inclusion in this ambitious project symbolized the City's realization that the park was a vital and necessary component of Greeley's downtown. From this, the first Lincoln Park Master Plan was created and adopted in 1991.

In 1996, Lincoln Park was formally designated as a local site of historic significance by the Historic Preservation Commission. In 2000, the City readopted the Lincoln Park Master Plan as part of its Comprehensive Plan. Then in 2002, Greeley passed a resolution reaffirming the City's commitment to the preservation of Lincoln Park. This resolution identified funds to add enhancements consistent with the classical design themes while still recognizing contemporary uses and functions of the space. Today, this beloved park continues to be used by the public for entertainment, recreation, and civic gatherings. With events like the Arts Picnic, Neighborhood Nights, Festival of Trees, and so much more, Lincoln Park continues to build upon its legacy as an invaluable open space for the people of Greeley.

#### B. Overview

The City of Greeley recognizes the rich history of Lincoln Park and its longstanding role as a gathering space for the community. The City is embarking on an exciting initiative to redesign Lincoln Park to better serve the needs of its vibrant community and to enhance the experience of public events hosted within the park. As a cornerstone of Downtown Greeley, and the community as a whole, Lincoln Park has long been cherished by residents and visitors alike for its natural beauty, classical design, and recreational opportunities. However, recognizing the evolving needs and preferences of our diverse population, the City has identified the opportunity to reimagine the park's layout and amenities to better align with contemporary expectations and foster a greater sense of inclusivity and engagement.

The primary objectives of this redesign effort are multifaceted. Firstly, the City aims to create a more versatile and adaptable space that can accommodate a wide range of events put on by public and private partners. By enhancing the park's infrastructure and amenities, the City seeks to facilitate seamless event management while ensuring the safety and comfort of attendees. Additionally, the redesign will prioritize accessibility, making Lincoln Park a welcoming destination for individuals of all backgrounds, ages, and abilities.

The City recognizes this project as a catalyst for community cohesion and social interaction. Thoughtful design will honor the heritage of this park while embracing opportunities for revitalization. By incorporating elements that pay homage to its past, such as preserving historical landmarks and adding interpretive signage, the redesign will create a sense of continuity and connection with the community's roots. At the same time, the new, forward-looking design will maximize the space's potential to meet the evolving needs of residents and visitors, ensuring its relevance and vitality for years to come.

Collaboration lies at the heart of this endeavor, with the city actively seeking input and feedback from residents, local businesses, and community organizations throughout the design process. By engaging stakeholders in a collaborative dialogue, we aspire to co-create a park that reflects the aspirations and values of our diverse community. Ultimately, the redesigned Lincoln Park will stand as a testament to our collective vision for a more vibrant, inclusive, and resilient cityscape, enriching the lives of current and future generations.

#### C. Goals

To identify a highly qualified bidder to conduct the Design Services for Lincoln Park.

#### SECTION II. STATEMENT OF WORK

#### A. Scope of Services

The scope of services shall be divided into eleven major components:

- General Project Coordination and Management;
- Survey Mapping;
- Public Outreach and Engagement
- Conceptual Master Plan;
- 30% Design Documents;
- 50% Design Documents;
- 75% Design Documents;
- 95% Design Documents:
- Contractor Bidding:
- Issue for Construction Documents; and
- Construction Administration

The City expects Project Coordination shall be done throughout the life of the project, with construction proposal support expected to be minimal, but as required on an as-needed basis.

#### B. Period of Award

The completion date of providing the required qualifications and services shall be July 1st, 2025.

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

The Consultant Team shall employ the services of a team of currently licensed engineers, landscape architects and support personnel with at least three (3) similar completed projects in the past ten (10) years.

The Consultant shall assign project managers with at least two (2) similar projects in the past ten (10) years.

Proven capacity in public outreach and engagement.

#### 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 #F24-03-020

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.

#### 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 <a href="mailto:purchasing@greeleygov.com">purchasing@greeleygov.com</a>. Only emails sent to <a href="mailto:purchasing@greeleygov.com">purchasing@greeleygov.com</a> will be considered as responsive to the request for qualifications. <a href="mailto:DO NOT">DO NOT</a> 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 30 total pages, excluding cover letter, index or table of contents, front and back covers, and title pages/separation tabs. Pages shall be  $8\frac{1}{2}$  x 11 inches except for up to four (4) pages of 11 x 17 inches. Elevenpoint font or larger must be used for the qualifications and appendices. Resumes included as an appendix are not considered part of the 30 pages.

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

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

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

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

#### **SECTION V. RESPONSE FORMAT**

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

#### A. Cover Letter

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

#### B. Use of Subcontractors/Partners

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

#### C. Minimum Mandatory Qualifications

Include an itemized description of how your company meets each of the minimum mandatory qualifications outlined in Section II, C. Failure to meet or exceed these requirements will disqualify your response.

#### D. Company Information

- 1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
- 2. Identify the year in which your company was established and began providing consulting services.
- 3. Describe any pending plans to sell or merge your company.
- 4. Provide a comprehensive listing of all the services you provide.

#### E. Evaluation Criteria

#### **Evaluation Criterion #1 – 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 the following disciplines: Landscape Architecture, Civil Engineering, Communications and Engagement. If the Consultant intends to use other personnel or sub-consultants these entities and staff must also be identified.

#### **Evaluation Criterion #2 – Project Experience**

A description of the special experience, capabilities, resources, and techniques that the Consultant Design Team can contribute. Indicate all experience similar to the goals for Lincoln Park and the proposed Scope of Work. Show experience with public engagement, master planning, historic preservation, design documentation, and major construction, particularly relating to public parks. List pertinent projects such as master plans, park designs and built projects that show expertise with this type of work. A minimum of three projects and a maximum of five projects performed in the last 10 years should be submitted. Each project submitted must include at least one reference (including names, addresses and phone numbers) that can demonstrate the Consultant's successful work experience for the municipal clients.

#### **Evaluation Criterion #3 - Approach to Scope of Work**

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

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

#### List Evaluation Criteria here:

- 1. Team Qualifications (40 points)
- 2. Project Experience (40 points)
- 3. Approach to Scope of Work (20 points)

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

#### B. Determination of Responsibility of the Offeror

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

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

#### **COOPERATIVE PURCHASING STATEMENT**

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

# EXHIBIT 1 QUALIFICATION ACKNOWLEDGEMENT

The offeror hereby acknowledges receipt of addenda numbers \_\_\_\_\_ through \_\_\_ Falsifying this information is cause to deem your Qualification nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences. By signing below, you agree to all terms & conditions in this RFQ. Original Signature by Authorized Officer/Agent Type or printed name of person signing Company Name Title Phone Number Vendor Mailing Address Fax Number City, State, Zip Qualifications Valid Until (at least for 90 days) E-Mail Address Website Address **Project Manager:** Name (Printed) Phone Number Vendor Mailing Address Fax Number

Email Address

City, State, Zip

#### EXHIBIT 2 SAMPLE CONTRACT

(Incorporated by Reference)

#### **EXHIBIT 3** SAMPLE CERTIFICATE OF INSURANCE

Client#: 12170		GREC							
ACORD. CERTIFICATE OF LIA	BILITY	NSUR	ANCE		W007777) W2013				
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS									
CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the									
certificate holder in lieu of such endorsement(s).									
PRODUCER	NAME:								
ABC Insurance Company	PHONE (A/C, No, Ext): (A/C, No):								
P. O. Box 1234	E-MAIL ADDRESS:								
Anywhere, USA	PRODUCER CUSTOMER ID &								
	INSURER(S) AFFORDING COVERAGE NAIC #				NAIC#				
Sample Certificate	INSURER A : Financial Rating of A								
	INSURER B:								
	INSURER C:								
	INSURER D:								
	INSURER E: INSURER F:								
COVERAGES CERTIFICATE NUMBER:	INSURER F:		REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEE	EN ISSUED TO THE IN			PERIOD	)				
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF AN CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY 1									
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BE	EN REDUCED BY PAID	CLAIMS.	o double of force free free						
INSR LTR TYPE OF INSURANCE NSR WYD POLICY NUMBER	MWDD/YYYY	MWDDTTTT	LIMI	rs					
GENERAL LIABILITY			EACH OCCURRENCE	\$1,00	0,000				
X COMMERCIAL GENERAL LIABILITY			PREMISES (Ea occurrence)	\$100,					
CLAMS-MADE X OCCUR			MED EXP (Any one person)	\$5,00					
<del>   </del>			PERSONAL & ADVINJURY	\$1,00					
			GENERAL AGGREGATE	\$2,00	-1				
GENT. AGGREGATE LIMIT APPLIES PER:			PRODUCTS - COMP/OP AGG	\$2,00	0,000				
AUTOMOBILE LABILITY			COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	0.000				
X ANY AUTO			BODILY INJURY (Perperson)	\$	0,000				
ALL OWNED AUTOS			BODILY INJURY (Persocident)	, ,					
X HRED AUTOS			PROPERTY DAMAGE	GE g					
			(Peraccident)	8					
X NON-OWNED AUTOS				\$					
UMBRELLA LIAB OCCUR			EACH OCCURRENCE	8					
EXCESS LIAB CLAMS-MADE			AGGREGATE	\$					
DEDUCTBLE				8					
RETENTION \$				8					
WORKERS COMPENSATION			X WC STATU- TORY LIMITS ER	-					
AND EMPLOYERS LABLITY ANY PROPRETORPARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A			E.L. EACH ACCIDENT	s100,	000				
(Mandatory In NH)			E.L. DISEASE - EA EMPLOYE	s100,	000				
If yes, describe under DES CRIPTION OF OPERATIONS below			E.L. DISEASE- POLICY LIMIT	<b>\$500</b> ,	000				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks									
City of Greeley is named as Additional Insured on General Liability									
Work Compensation. This insurance is primary and noncontributor	ry to insurance po	olicies held	by the City.						
CERTIFICATE HOLDER	CANCELLATION								
	CHANGE AND OF THE ABOVE DESCRIPTION OF THE OF CHANGE OF								
City of Greeley	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN								
1000 10th St	ACCORDANCE WITH THE POLICY PROVISIONS.								
Greeley, CO 80631-3808	AUTHORIZED REPRESENTATIVE								

ACORD 25 (2009/09) 1 of 1 The ACORD name and logo are registered marks of ACORD #S786373M786364

DSM

## 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)	
lame of Organization	
Address	
Authorized Signature	
itle	
Date	