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**CITY OF GREELEY  
Purchasing**

**Request for Qualifications  
RFQ #F24-10-092**

**Construction Manager/General Contractor for 7<sup>th</sup> Street and  
12<sup>th</sup> Street Outfalls Railroad Crossing**

**for**

**DEPARTMENT OF PUBLIC WORKS**

**REQUEST FOR QUALIFICATIONS (RFQ)  
RFQ #F24-10-092**

Procurement Contact: Margaret Almanzar  
Email Address: [Purchasing@greeleygov.com](mailto:Purchasing@greeleygov.com)  
Telephone Number: 970-350-9794

**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.**

Email your RFQ Response to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com). Only emails sent to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com) will be considered as responsive to the request for qualifications. **DO NOT** submit your RFQ Response to multiple email addresses. Emails sent to other City emails 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 25 total pages, excluding cover letter, index or table of contents, front and back covers, billing rate schedule, any mandatory required exhibits, 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 and billing rates, if included as an appendix are not considered part of the 25 pages.

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

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

<b>Schedule of Events (subject to change)</b>	<b>All times are MST</b>
RFQ Issued	10/30/2024
Inquiry Deadline	11/7/2024 by 2:00 p.m. emailed to <a href="mailto:Purchasing@greeleygov.com">Purchasing@greeleygov.com</a>
Final Addendum Issued	11/14/2024
Qualifications Due Date	11/21/2024 by 2:00 p.m. emailed to <a href="mailto:purchasing@greeleygov.com">purchasing@greeleygov.com</a>
Interviews (tentative)	12/2/2024-12/13/2024
Notice of Award (tentative)	12/19/2024

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2	Sample Contract
3	Insurance
4	Debarment Form
5	12 <sup>th</sup> Street Storm Drainage Outfall Improvements: Phase 3 Phase 2-4: 50% Design Set
6	Geotechnical Data Report (Revised)
7	North Greeley and Downtown Master Plan
8	7 <sup>th</sup> Street Outfall Site Exhibit

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

## SECTION I. BACKGROUND, OVERVIEW, AND GOALS

### A. Background

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

### B. Overview

The City of Greeley (City) is soliciting Statement Of Qualifications (SOQ) for Construction Manager/General Contractor (CM/GC) services for Phase 3 of the 12<sup>th</sup> Street Outfall project. The work may also include the crossing portion of the 7<sup>th</sup> Street Outfall project under the UPRR and GWRR corridors. As the City has grown it has experienced significant flooding within the Downtown Basin. To plan for and mitigate the impacts of this flooding the City has adopted the North Greeley and Downtown Stormwater Master Plan (See Exhibit 7). The Master Plan has identified several outfalls to address the water quality and flooding impacts to the City. The study identified the 12<sup>th</sup> Street Outfall as the most critical stormwater project to be implemented.

The 12<sup>th</sup> Street Outfall consists of 7 phases (see below). Construction of Phase 1, which includes a box culvert, water quality channel and a water quality pond is currently nearing completion. The next phases (Phase 2, 3, and 4) of the 12<sup>th</sup> Street Outfall are currently in design with an expected construction start of late 2025 – 2026.



Phases 2, 3, and 4 consist of a 6'x13' stormwater box culvert within 12<sup>th</sup> Street right of way from the tie-in point of Phase 1 at 2<sup>nd</sup> Avenue traveling west to 8<sup>th</sup> Avenue. This Request For Qualifications (RFQ) is specifically for Phase 3 which is the portion that crosses both United Pacific Railroad (UPRR) and Great Western Railroad (GWRR). Currently the stormwater design consists of two 72" steel pipes under UPRR and a 6'x13' box culvert under GWRR tracks. All available information is presented in Exhibit 5 and Exhibit 6. It is the intention of the City to bring a CM/GC into this project that excels in Installing large storm water pipes under railroad tracks via trenchless methods.

In addition to the stormwater installation a separate 12" water line is intended to be installed in parallel with the stormwater system by Trenchless methods. This water line will be installed at the same time as the stormwater system and is considered a part of this project.

Since the work involves significant coordination and experience installing utilities under active UPRR and GWRR corridors, the City is considering installing another crossing for the 7<sup>th</sup> Street outfall under the UPRR and GWRR as shown in the attached site exhibit as part of this procurement (see exhibit 8). The City is in the process of selecting a consultant to design and develop the plans for this crossing as well. There are obvious benefits to getting both projects done due to the similarities between both projects and common coordination with UPRR and GWRR.

The North Greeley and Downtown Master Plan states that a crossing structure equivalent to an 8'x4' box culvert is required to convey the 10-year design storm at the railroad crossing for the 7<sup>th</sup> Street Outfall project. The Master Plan indicates a trenchless "jacked box" crossing and includes assumptions regarding dewatering, permeation grouting, guide rails, and contact grouting as part of the cost estimate. As previously noted, the City is currently in the process of selecting a consultant for the actual design and development of plans for this project.

Phase 2 and Phase 4 of the 12<sup>th</sup> Street Outfall project consist of a 6'x13' stormwater box culvert east and west of Phase 3 respectfully. Phase 2 and 4 will not only have installation of a stormwater box culvert but will also have installation of waterlines, sewer lines, reconstructing the roadway, and installing landscaping. If the selected CM/GC is interested, capable and is successful in delivering Phase 3 of the 12<sup>th</sup> St outfall and the 7<sup>th</sup> Street crossing, the City reserves the right to also directly award a construction contract of Phase 2 and Phase 4 of the 12<sup>th</sup> Street outfall after completion of Phase 3 to the selected CM/GC team subject to successful negotiations. Further details will be provided for those Phases at that time.

It is expected that the selected CM/GC (also referred to as Proposer or Contractor) will provide Construction Management services during planning, design & construction phases and is intended to be the General Contractor during the construction phase. However, it should be noted that the construction contract is not guaranteed, and the City reserves the right to solicit separate bids.

Phase 3 of the 12<sup>th</sup> Street project and the 7<sup>th</sup> Street crossing are designated as a CM/GC best value type contract. The City will evaluate the relative ability of each Proposer to perform the required services based on the submitted SOQ information, past experience and proposed approach to project delivery. Any value addition information or alternative technical concepts submitted by the proposer will become the property of the City and the City reserves the right to use those at its discretion with the Contractor selected for negotiation.

For this project, the City will short-list the top responsive and eligible Proposers. Short-listed Proposers will be invited to interview with the City. The City reserves the right to determine the number of Proposers invited to interview. Upon completion of the interviews, one firm will be selected to provide Pre-Construction services for the Project and to propose a Guaranteed Maximum Price ("GMP") to execute the construction documents and complete the project. If the City fails to negotiate a Guaranteed Maximum Price at the 100% Design Development milestone with the selected Pre-Construction CMGC, it reserves the right to terminate the selected CMGC and procure construction services via alternate methods or suppliers.

The proposers will be ranked bases on the interview process and the City will commence negotiations with the top ranked proposer to be the CM/GC for the Phase 3 of the 12<sup>th</sup> Street Outfall and the 7<sup>th</sup> Street crossing project. Subject to financing, schedule and as determined during the negotiation phase, the City may choose to enter in to separate contracts for the 12<sup>th</sup> Street Outfall project and the 7<sup>th</sup> Street Outfall crossing project.

Preliminary cost estimates are as follows:

- 12<sup>th</sup> Street Outfall Phase 3 - \$5,492,544.75
- 7<sup>th</sup> Street Outfall - \$5,311,530.00
- 12<sup>th</sup> Street Outfall Phase 2 & 4 - \$23,628,698.13

Proposers will be solely responsible for all costs and expenses of any nature associated with responding to the RFQ and if selected the associated RFP, including attending required meetings and providing supplemental information.

### **C. Goals**

The goals for Phase 3 of the 12<sup>th</sup> Street Project and the 7<sup>th</sup> Street crossing include:

- Project Champion to ensure efficient inter-coordination with the design team, stakeholders, the City, UPRR and GWRR.
- A smooth and seamless approval process with UPRR and GWRR.
- A positive working relationship with UPRR and GWRR during construction and the ability to coordinate and work with UPRR and GWRR during construction.
- Proactive communications with the public, external and internal stakeholders and with elected City officials with real-time information and key data presented in an efficient manner.

- An extensive project management plan with real time cost, schedule, project risks, communications and change management components that can be set up on a project dashboard easily accessible by the public and other stakeholders.

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

### **A. Scope of Services**

Phase 3 of the 12<sup>th</sup> Street Outfall Project will include installation of stormwater and water lines under GWRR and UPRR tracks, both of which are intended to be completed by trenchless methods. The 7<sup>th</sup> Street crossing will involve crossing under the GWRR and UPRR. See below for information on the project team, project challenges, and expectations.

The project team consists of a variety of City departments as well as designers, consultants and subject matter experts in various fields such as stormwater design, waterline design, roadway design, geotechnical design, railroad communication and coordination, and public outreach. This project has a large group of stakeholders and the Proposer should have the ability to coordinate and communicate effectively to realize the City goals.

#### Challenges

- The area of construction will be within UPRR and GWRR ROW and has a significantly shallow slope (less than 0.5%) with coarse alluvium. See the attached profile and geotechnical report.
- Expedited project delivery – The City considers the work high risk, high priority projects and will consider the use of innovative methods, including alternative pipe materials to deliver the project that meets the City goals, longevity, ease of maintenance and satisfies railroad requirements.

#### CM/GC Expectations

- Communication and collaboration
  - Be an integral member of the Project teams and advise on method and materials, coordination with the railroads, and be technically capable of construction under the project constraints.
  - Participation in all design development meetings to provide insights into efficient construction means and methods.
  - Provide input to the team regarding current construction industry practices, labor market, as well as material and equipment availability.
  - Furnish design consultant with options for alternative materials or equipment, along with current pricing data and availability, to assist them in making informed design decisions early in the process. The intent of this information sharing is to reduce the need to change design late in project development.
  - Offer ideas and cost information for alternative design options to the designer to be evaluated during the design phase.
  - Aid in ensuring that the work conforms to the budget and schedule constraints.
  - Assist the design consultant and City in resolving problems, conflicts, and/or deficiencies identified during the review and evaluation of design drawings.
  - Aid the City in identifying all project risks including considering innovative insurance options, associated costs, risk allocation, and implementing a risk management strategy.
  - Provide input on potential early work packages that can improve project delivery and/or allow the project to stay on schedule.
  - Provide recommendations to the consultant for plans or construction documents to ensure completion of the project in the most cost-effective, functional, and construction time efficient manner possible.
  - Support design consultant in all stages of project design.
  - The contractor will work as an integral part of the project design team. The Construction Manager is expected to develop, implement, and maintain a spirit of cooperation and open communication among parties. The intent is that project goals and objectives are clearly understood, potential problems are resolved promptly, and upon completion, the project is deemed a success by all.
- Construction

- Have the ability to work directly with UPRR and GWRR during construction to solve and/or mitigate construction challenges.
- Have experience working with railroads (UPRR and GWRR preferred) successfully installing water and large stormwater lines (double barrel, 72" or greater, and connections to box culverts) under railroads via trenchless methods.
- Construct efficient, cost effective, economical and serviceable structures.
- Expedite project delivery and construction.
- **Project Management**
  - Shall have a dedicated team that is able to provide project management data, communication tools, and messaging consistent with project management standards, such as outlined by Project Management Institute (PMI). The data shall be presented in live dashboards showing key information on project status.
  - Assisting with preparing grant and funding applications.
- **Preconstruction**
  - Provide value engineering services by advising on design, construction methods, material and labor constraints.
  - Evaluate the design as it is originally intended and compare it to the scope of work with both the required budget and schedule to determine if the scope can be executed within those constraints.
  - Perform design reviews to:
    - Identify errors, omissions, or ambiguities.
    - Improve the constructability and economy of the design submittal.
  - Provide input on potential alternatives for solutions to address the deficiencies and challenges with the existing project site.
  - Review and verify the quantities generated by the design consultant for the estimate.
  - Provide information, cost estimates, and alternative options to help facilitate decisions regarding existing conditions, construction impacts, and staging.
  - Provide input on potential alternatives for solutions to address the deficiencies and challenges with the existing project site.
  - Perform feasibility investigations on potential options or construction approaches.
  - Supplement preconstruction services using subcontractors to provide the necessary expertise.
  - Review in-progress design plans and provide input and/or alternate design concepts and offer suggestions with respect to means and methods, materials, innovations, and construction sequencing.
  - Review in-progress design documents and offer suggestions to improve completeness or clarity.
  - Provide rough order of magnitude estimate of the expected project cost.
  - Provide an approved bid price at the conclusion of the preconstruction phase.
  - Assemble a team of specialists that have proven experience delivering complex construction projects with similar challenges.
  - Successful experience working with Independent Cost Estimators (ICE) to mutually agree on construction schedule and project costs. Provide cost certainty combined with cost effective and economical design.
  - Complete a risk management process intended to identify, assess, treat and monitor the risks associated with this project.

**B. Period of Award**

The completion date of providing the required qualifications and services shall be June, 30, 2027.

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 contractor requesting information for the next twelve-month period. After the City evaluates the information, 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 or terminate the contract are at the option of the City.

**C. Minimum Mandatory Qualifications of Offeror**

The CM/GC (including sub-consultants) shall meet the following minimum mandatory qualifications for the proposal to be considered for evaluation. Any submittal not meeting a minimum qualification will be disqualified and cannot be considered for further evaluation.

- A clean record on SAM.gov or ability to get registered with SAM.gov within 30 days of the notice of selection.
- Have any required licenses and permits necessary to provide the services in the State of Colorado, if required for certifying plans, reports, etc. This includes all sub-consultants on their team.

### **SECTION III. ADMINISTRATIVE INFORMATION**

#### **A. Issuing Office**

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

#### **B. Official Means of Communication**

All official communication from the City to offerors will be via postings on an electronic solicitation notification system, the Rocky Mountain Bid System ([www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com)). The Purchasing Contact will post notices that will include, but not be limited to, qualification document, addenda, award announcement, etc. It is incumbent upon offerors to carefully and regularly monitor the Rocky Mountain Bid System for any such postings.

#### **C. Inquiries**

Prospective offerors may make written inquiries by email before the written inquiry deadline concerning this RFQ to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-qualification conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFQ (be sure to reference RFQ number) should be referred to:

E-Mail: [Purchasing@greeleygov.com](mailto:Purchasing@greeleygov.com)  
Subject Line: RFQ #F24-10-092

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. This insurance is for the Construction Manager portion of the work. The City will enter into a separate contract for the GC portion with its applicable terms and conditions.

**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 offerors. 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 offeror 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 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 billing rates 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 offeror 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**

Sample copies of the contract award the City will use to contract for the services specified in this RFQ are attached as Exhibit 2. The attached contracts are only a sample and is not to be completed at this time. **A submission for this RFQ indicates acceptance of the terms and conditions of the contract. .**

**O. RFQ Response/Material Ownership**

All material submitted regarding this RFQ becomes the property of the City of Greeley, unless otherwise noted in the RFQ.

**P. Incurring Costs**

The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

**Q. Utilization of Award by Other Agencies**

The City of Greeley reserves the right to allow other State and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City of Greeley in the current term or in any future terms.

**R. Non-Discrimination**

The offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

**S. News Releases**

Neither the City, nor the offeror, shall make news releases pertaining to this RFQ prior to execution of the contract without prior written approval of the other party. Written consent on the City's behalf is provided by the City of Greeley's Department of Communications and Engagement.

**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 billing rates 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.

#### **Y. Damages for Breach of Contract**

In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to contractor's breach of any provision of this Contract, contractor shall be liable for actual and consequential damages to the City.

#### **Z. Other Statutes**

1. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes, 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation such provisions is present.
2. The signatory hereto avers that to his/her knowledge, no City of Greeley employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

### **SECTION IV. QUALIFICATION SUBMISSION**

Following are the response requirements for this RFQ. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content or aberrations in form may, at the City's discretion, render the qualification non-responsive.

RFQ responses must be emailed to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com). Only emails sent to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com) will be considered as responsive to the request for qualifications. **DO NOT** submit your RFQ Response to multiple email addresses. Emails sent to other City emails will be considered as non-responsive and will not be reviewed.

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

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

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

Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the Statement of 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. 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 Criterion #1 - e.g., Company and Personnel Qualifications

- Describe your customer service philosophy.
- ID key personnel assigned to the project and provide resumes (resumes do not count against the indicated page limit)
  - Provide a logical organizational chart that includes the key personnel and all support staff.
  - Provide a summary of the project duties and qualifications of the assigned key personnel and other critical support staff. This summary should focus on the scope of work items for this specific project.
- For each of the key personnel described, provide:
  - Previous and/or current relevant project experience, as it relates to these services. Including a description of their project duties performed in these relevant projects, and the similarities of the work to this project.
  - Please note that changes to personnel from the ones provided in the SOQ will not be permitted without prior approval and notification to the City. The City reserves the right to require replacement personnel to have equal or more experience than the personnel identified in the SOQ.
- List the names of the subcontractors you expect to use, the services to be provided by the subcontractors, projects and the results that have been completed with the subcontractors, and the anticipated percentage of the project the subcontractors would complete. Also, include the names and resumes of the key subcontractor personnel who will be working on the project.

### Evaluation Criterion #2 - e.g., Related Experience

- Provide information from at least three previous and/or current projects of similar scope. This may include similar site conditions as well as similarity in large diameter storm and/or water lines under Railroad

tracks. These projects should inform the City on what the project was, how the projects were similar to the City's projects, and the outcome of the project. Indicate if current personnel proposed on the SOQ were involved in the projects and in what capacity. Include, at a minimum, the following information:

- 1) client, 2) contact name with phone number and email address, 3) year project was completed (scheduled vs completion), 4) brief description of project scope and value (initial and final cost), 5) status of project.

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

### **Evaluation Criterion #3 – e.g., Approach to Scope of Work**

- Provide a description of your proposed project management approach to the work. Describe any innovative tools and strategies you plan to implement to track project progress.
- Based on the data given describe the method you would use to perform the work. This description should include justification for the preferred method.
- Based on the data given and understanding that the plans are not finalized, describe any modifications to the current plan that you would make. This description should include explanation of why modifications to the current plan are preferred.
- Describe any project approaches or ideas that you would apply to this project and that you feel would enhance the quality of your services.
- Describe how the team will handle quality control, specifically how construction issues would be monitored and resolved, how design plans would be checked and cross-referenced and bid documents ensured to be complete, accurate, and coordinated with subcontractors.
- Describe how you would approach permitting and approval process through UPRR and GWRR.
- Describe how you would approach construction challenges with UPRR, GWRR, designers, stakeholders, and City staff.
- Identify key project risks and describe your plan to mitigate those risks.
- Discuss a project schedule and identify the specific approach to meeting or exceeding that schedule along with identifying key milestones.
- Identify any early work packages that can be used to accelerate project completion or decrease schedule risk.

### **Evaluation Criterion #4 - e.g., Public Outreach and Stakeholder Engagement**

- Describe your approach to public outreach and stakeholder engagement. Describe any innovative tools and strategies the team plans to employ on this project to maximize public outreach.
- Provide examples of projects that have used live dashboards to convey information to relevant stakeholders.
- Describe the proposed coordination plan that outlines communication procedures between members of the Construction Managers team, City of Greeley staff, the selected design consultant, and an Independent Cost Estimator (ICE).

**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 selection committee in accordance with the criteria described below. Total scores will be tabulated, and the highest ranked firm will enter into negotiations.

If the City requests presentations by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. Please note that presentations have been tentatively scheduled per the Schedule of Events on the first page of this RFQ. If your company is invited to give a presentation to the committee, these dates may not be flexible.

In preparing responses, offerors should describe in 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.	Company and Personnel Qualifications:	20 Points
2.	Related Experience	25 Points
3.	Approach to Scope of Work:	40 Points
4.	Public Outreach and Stakeholder Engagement	15 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. Billing Rates and Direct Expenses**

The offeror shall submit a billing rate schedule listing the professional classifications of staff and their hourly billing rates. This includes any sub-consultants being proposed as part of the offerors' team as applicable to the CM portion. Any other pricing information will not be considered. Billing rates shall be valid for at least one year from the date of the RFQ. Direct expenses, whether by prime or sub-consultant will be direct pass through to the City and no markup will be allowed on direct expenses. Mileage, hotel and per diem expenses will be per Federal/IRS guidance. **Billing rates will not be part of the evaluation process and will not be considered by the selection team.**

**C. Determination of Responsibility of the Offeror**

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

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



## **COOPERATIVE PURCHASING STATEMENT**

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

**EXHIBIT 1  
QUALIFICATION ACKNOWLEDGEMENT**

The offeror hereby acknowledges receipt of addenda numbers \_\_\_\_\_ through \_\_\_\_\_.

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

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

\_\_\_\_\_  
Original Signature by Authorized Officer/Agent

\_\_\_\_\_  
Type or printed name of person signing

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Vendor Mailing Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Qualifications Valid Until (at least for 90 days)

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Website Address

**Project Manager:**

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Vendor Mailing Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Email Address

**EXHIBIT 2  
SAMPLE CONTRACT**

[COG Professional Services Contract\\_v6.doc](#)



**EXHIBIT 4**  
**DEBARMENT/SUSPENSION CERTIFICATION STATEMENT**  
**(Include one for each sub-consultant as applicable)**

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 \_\_\_\_\_

## **EXHIBIT 5**

12<sup>th</sup> Street Storm Drainage Outfall Improvements: Phase 3 Phase 2-4: 50% Design Set

[Exhibit 5 12th Street Outfall - Phase 2-4 50% Design Plans-.pdf](#)

## **EXHIBIT 6**

Geotechnical Data Report (Revised)  
(Incorporated by Reference)

[Exhibit 6 20109\\_GDR\\_12th Street Outfall 1A - 90%.pdf](#)

## **EXHIBIT 7**

North Greeley and Downtown Master Plan  
(Incorporated by Reference)

[Exhibit 7 North Greeley and Downtown Storm Drainage Master Plan 2017.pdf](#)



## **EXHIBIT 8**

7<sup>th</sup> Street Outfall Site Exhibit  
(Incorporated by Reference)

[Exhibit 8 RFQ CMGC 12th St Phase 3\\_Print.pdf](#)