

CITY OF GREELEY Purchasing

Request for Qualifications RFQ #F25-03-014

Full Design Services for MERGE Project - RFQ

for

PUBLIC WORKS & TRANSPORTATION DEPARTMENT

REQUEST FOR QUALIFICATIONS (RFQ) RFQ #F25-03-014

Procurement Contact: Email Address: Telephone Number: Margaret Almanzar <u>Purchasing@greeleygov.com</u> 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 <u>purchasing@greeleygov.com</u>. Only emails sent to purchasing@greeleygov.com will be considered as responsive to the request for qualifications. <u>DO NOT</u> submit your RFQ Response to multiple email addresses. Emails sent to other City emails may be considered non-responsive and may not be reviewed.

Qualifications shall be submitted in a single PDF file under 20MB. The Qualifications must not exceed 30 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 $\frac{1}{2}$ 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, if 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	3/6/2025
Pre-Qualification Conference	Not anticipated at this time
Inquiry Deadline	3/17/2025 by 2:00 PM emailed to
	purchasing@greeleygov.com
Final Addendum Issued	3/27/2025
Qualifications Due Date	4/3/2025 by 2:00 PM emailed to
	purchasing@greeleygov.com
Interviews (tentative)	4/18/2025
Notice of Award (tentative)	4/22/2025

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EXHIBITS

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1	Qualification Acknowledgement
2	Sample Contract, RAISE and RURAL terms and conditions
	and exhibits
3	Insurance
4	Debarment Form
5	US 34 PEL 2019
EXHIBIT	Project EXHIBITS & Links
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6	Project Limits
7	Environmental Scoping Form
8	RAISE Performance Measures
9	Draft 1601 Documentation
10	Draft City of Greeley Design Criteria
11	Draft City of Greeley Vision Zero Action Plan
12	Backup CAD files (AECOM 2019 & BMI 2024)
13	CDOT DBE/ESB Good Faith Effort form (modified)

"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 112,000 which makes it the 9th-most populous city in Colorado. The City has an annual budget of ~\$541M with a fiscal year that starts Jan 1st, and employs over 1,200 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 9,000 students and six colleges as well as Aims Community College, which has served the community since 1967.

B. Overview

The proposed Mobility Enhancements for Regional Growth and Equity (MERGE) project is a public transitoriented project that includes construction of a new regional mobility hub between two grade-separated interchanges at 35th Avenue and 47th Avenue. The mobility hub allows for critical regional/local connectivity as well as safe pedestrian and micro-mobility friendly connection between the north and south sides of the City of Greeley. The MERGE project thus incorporates multiple transportation components to meet the needs of a fastgrowing, diverse, and young community. The project removes the separation US Highway 34 creates between the north and south portions of the City of Greeley. Recent growth in surrounding communities, including the City of Greeley, has caused an increase in traffic. The City of Greeley is dedicated to removing mobility barriers, ensuring equity and accessibility for all, reducing greenhouse gas emissions, and looking to the future needs of the community and the North Front Range Metropolitan Planning Organization (NFRMPO). The project was identified as a top priority in the 2019 US 34 Planning and Environmental Linkages (PEL) Study completed by CDOT and attached as **Exhibit 5**.

The proposed concept is attached as Exhibit 6. The City was awarded a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant by the USDOT. This grant provides partial funding for the two interchanges at 35th Avenue and 47th Avenue only. The City was also awarded a Rural Surface Transportation Grant (RURAL). This grant provides partial funding for the project components shown in Exhibit 6. Information about these grant applications can be found at www.greeleygov.com/merge.The mobility hub also has funding federal pass through funding as part of the Congestion Mitigation and Air Quality (CMAQ) funding and the State of Colorado's Multi Modal Options Fund (MMOF) funding. Furthermore, as a result of the ballot initiatives passed by the residents of the City of Greeley, the City will be coordinating with the USDOT to avail of federal Transportation Infrastructure Finance and Innovation Act (TIFIA) funding on the project. As a result, all work shown in Exhibit 6 except for the offsystem bus station and the trail connection to the south of the underpass will be covered under the NEPA effort and federally funded. The City will construct the remaining infrastructure with funding from local and other sources. The work subject to state and federal funding will be performed under a permit process with CDOT. The work comprises of full design services including: public outreach, environmental clearances, geotechnical, stormwater, water and sewer, utility relocation, Right-of-Way acquisition, preliminary and final design, lighting, coordination with ditch companies, design of the mobility hub and services during bidding. The City intends to use all federal and state funding towards construction of the project and will be using City funds towards the design effort.

C. Goals

The RAISE and RURAL grant agreements need to be obligated by September 30th, 2028. The City intends to start construction on the project well before the statutory obligation date by at least a year. As a result, one of the goals of the project is to develop a project schedule that can meet this expectation. Exhibit 6 shows the general extents of the project that will be constructed using federal funds and will require NEPA clearance. Additionally, due to the funding agreements, the project will comprise three distinct components as follows and may be delivered using separate contractual agreements:

• Design of ancillary projects, such as the off-system local bus station and trail connections, traffic calming, access to businesses, grant writing, etc. that will be funded by the City and will need to be completed to

accommodate traffic concerns and access to businesses as determined by the Maintenance of Traffic Plan.

- Design of the two interchanges as shown within the areas generally shown in Exhibit 6 in the project concept map under the funding made available from the RAISE and RURAL grant, TIFIA and City funds as a direct recipient.
- Design of the center loading US 34 Mobility Hub and associated underpass being funded as a combination of RURAL grant as a direct recipient, TIFIA, State pass through federal funds, state and City funding sources.

The following provides additional background information about the project.

- The work will generally follow the CDOT project delivery process, except any local projects that are required to be completed prior to the main project construction.
- The use of the federal RAISE and RURAL grants and TIFIA funding is expected to be utilized during construction activities, however, this will require the extents of the project constructed using federal funds to be cleared under NEPA and packaged to maximize TIFIA benefits to the City. The environmental scoping form is attached as **Exhibit 7**. The expected level of effort for each category will be determined during the scoping effort.
- The construction of the project is expected to be performed using Construction Manager/General Contractor (CM/GC) process. The selected consultant team will work with the City to develop a RFQ for CM/GC procurement.
- The RAISE grant requires the project measure a few selected metrics from the Performance Measures document included as **Exhibit 8.** The final selection of the metrics to be measured will be part of the discussions with the selected consultant team, City, Colorado Department of Transportation (CDOT) and Federal Highway Administration (FHWA). The design should accommodate any elements needed to meet the performance measurement requirements.
- The City has received approval for the project from the Colorado Transportation Commission as part of the 1601 process. The TDM strategies identified as part of the 1601 process are presented in Exhibit
 9. Applicable Transportation Demand Management (TDM) strategies as presented in the TDM plan should be incorporated in the project.
- The City intends to continue applying for State and Federal grants to offset the use of TIFIA and local funds. The selected consultant team will be expected to provide grant writing services.
- The City is interested in using some form of Alliance Contracting (NCHRP Synthesis 466, <u>https://nap.nationalacademies.org/catalog/22202/alliance-contracting-evolving-alternative-project-</u> <u>delivery</u>) on this project if approved by the FHWA. The selected consultant is expected to be willing to participate in this innovative project delivery process.

SECTION II. STATEMENT OF WORK

A. Scope of Services

It is the City's intent to hire a single Professional firm and/or team capable of executing the following duties:

- Creating rigorous project management, change management, document management and budgetary control system for the project.
- Developing context sensitive design approaches to complex problems
- Public and stakeholder support including graphics, renderings, public and business meetings, and material development
- Coordination with the Culture, Parks and Recreation department for trail design and art/aesthetics coordination
- Innovative stormwater design such as bioswales, underground detention, integrated curb/storm drainage, etc. to improve water quality and reduce/drain stormwater to a subsurface system with connections to the outfall as needed. These designs must focus on capturing, treating, and conveying stormwater runoff to reduce surface flooding, promote infiltration, and direct water to a subsurface drainage system.

- Civil, structural and roadway design including: interchange design, specifically accelerated bridge construction, and use of low carbon transportation materials
- Construction staging development
- Traffic engineering recommendations, including mobility and public transportation needs
- Value Engineering
- Utilities engineering to include Professional Engineer (PE) stamped Subsurface Utility Engineering (SUE) plans
- ROW plan development including all associated tasks (title research, boundary survey, etc.)
- Geotechnical and pavement engineering
- Preliminary and final Water and Sanitary sewer improvement design within the project limits.
- Environmental clearances and coordination associated with local, state and federal regulations in accordance with the Environmental Scoping Document included in Exhibit 7.
- Coordination with FHWA and CDOT
- Development of preliminary and final engineering plans and construction estimate, ROW impacts and phasing plans enabling the construction of the Project with minimal impacts to traffic, adjacent property owners, adjacent businesses and other stakeholders
- Design will follow the CDOT project delivery process and use CDOT standard specifications, as modified, where applicable.
- Grant writing
- A team capable of designing a state-of-the-art multimodal mobility hub system including vertical structures, information systems compatible with various apps, electric vehicle and mobility devices charging, supported by use of renewable energy sources to the maximum extent possible. The design of the mobility hub should meet LEED certification requirements.
- Assist the City's Real Estate Management division in Right-of-Way acquisitions, if needed.

The following is an outline of a general scope of work and may not constitute the full scope of work required to complete the project. The final scope of services will be negotiated with the selected consultant as part of the contracting process. The City reserves the right to add other tasks as may be required to complete the project. The work may be delivered under separate contracts and each contract may include some or all the scope of services in this RFQ,

The team may add phases that they deem necessary to the final scope of work and discuss any critical phases in their proposal.

Project Kickoff

- Establish project management plan principles. A strong project management experience is crucial for the success of this project. The team should be able to establish clear roles and responsibilities, change management, budgetary management and document management processes that will establish the project framework to deliver the project while managing budgetary reporting and auditing requirements. This may require coordination with the City's Finance and Information Technology Department.
- The consultant shall be familiar with the CDOT/FHWA agreement and project delivery processes and shall assist the City in completing the applicable agreements as applicable during project implementation.
- Prepare project schedule with critical path highlighted and applicable milestones. Include time for City and FHWA/ CDOT review as applicable.
- Establish the framework for digital file sharing, BIM modeling and integration with ArcGIS. The plans should be developed using the latest version of Autodesk software. Consultant should be able to provide files in MicroStation format, if and as needed by CDOT.
- Initiate Subsurface Utility Engineering (SUE) including surveyed potholing of existing utilities
- Coordinate with utility companies (City and private) to ensure accurate information is presented
- Coordinate with utility companies (City and private) to determine scope of utility infrastructure improvements such as undergrounding or joint utility trench
- Develop property analysis map including ownership, property lines, relevant easements and current tenants based on title commitments
- Participating in project kickoff meeting with City, CDOT and other pertinent stakeholders
- Develop project kickoff meeting agenda and minutes

- Review conceptual design materials
- Provide a QA/QC plan for the project

Project Kickoff and Scoping Phase Deliverables:

- Overall project schedule
- Kickoff meeting agenda
- Kickoff meeting minutes
- QA/QC plan
- Design Criteria Documents

Public and Stakeholder Involvement

The Consultant, with the support of the City, will develop and implement a Communication and Public Outreach Plan which addresses public involvement and stakeholder coordination. The process will include potentially affected interests such as City Council, multiple City departments, stakeholders, Citizen Budget Advisory Committee, Citizen Transportation Advisory Board, Weld County School District 6, UC Health Hospital, ditch companies and area property and business owners. The proposal should explain the Consultant's approach to public involvement and innovative ideas to increase public participation. The intent is to build on the outreach performed to date and increase public participation.

Professional tasks to support City's public and stakeholder involvement process include:

- Coordination with the City's Communication and Engagement Department
- · Outreach to neighborhoods and business owners
- Graphics production and reproduction
- Attendance and participation at project events (such as open houses)
- Preparation of presentation materials
- Attendance at public meetings
- Managing project updates to City of Greeley's Speak Up Greeley
- Dashboards showing project status

Concept Refinement

The preferred concept shall be refined and revised with additional public and stakeholder involvement. This shall include reviewing past Public Involvement efforts, coordination with the City's Communications and Engagement Department for additional outreach and updating the concept, if needed. This includes the refinement of the mobility hub and its components.

Environmental Clearances

The selected consultant team will coordinate with the FHWA and CDOT environmental staff to obtain the necessary clearances for the project in general accordance with the Environmental Scoping Document as attached to this RFQ (Exhibit 7). It is expected that the project will need an Environmental Assessment (EA) document.

Grant Writing

The selected consultant team is expected to provide grant writing services for any state and federal grant that may provide funding opportunities for the project.

Procurement Support

The consultant will assist the City to prepare the request for qualifications (RFQ) for procuring a CM/GC to deliver the project. This may require use of online procurement services. Coordination with the City's Purchasing Department and City Attorney Office may be required to establish the contract terms and conditions for an Alliance Contract.

Preliminary Engineering Phase (30% Design/FIR)

This phase consists of the development of a preliminary engineering plan set and final ROW plan set. Some or all tasks associated with ROW plan development may be performed by the City and/or at the City's discretion, however, the Consultant should include the capability to perform all Professional tasks below in the Scope of Services. The following design considerations shall be addressed:

- Safety improvements
- Property impacts
- Thorough utility design including storm sewer, water quality, and outfall location(s)
- Structural design of the interchange bridges, retaining walls, underpass, etc as needed for the structure selection reports and FIR.
- Multimodal facilities, including the center loading and off-system local bus station, the underpass, trail system, information technology (IT) needs, proposed energy efficiency solutions, etc.
- Utility coordination and joint undergrounding of all subsurface utilities.
- Defining all necessary acquisition areas (ROW, permanent easements, temporary construction easements, etc.). The consultant will prepare exhibits and descriptions for City Council approval process for Authorization to use Eminent Domain. All acquisitions will follow the Uniform Act process.
- Geotechnical investigation and design
- Landscape and irrigation design
- Stormwater improvements
- Water and Sanitary sewer improvements
- •
- Project team will coordinate with City Art program
- · Construction staging and maintenance of traffic plan development
- Local improvement projects as needed to address/mitigate concerns documented from the outreach activities

Associated Tasks (not all inclusive, this is to provide a general idea of the work expected, the actual scope of services will be determined during the scoping and negotiation process as applicable for each portion of the work):

- Minimize impacts to adjacent property owners and businesses while accomplishing goals of the project
- Facilitate coordination with utility companies (City and private)
- Geometric improvements at intersections and driveways, access control
- Determine potential ROW impacts
- Review title commitments
- Establish existing ROW per title commitments
- Investigation of existing property pins
- Develop existing property lines and easements
- Provide legal descriptions and exhibits for ROW, temporary construction easement (TCE) and permanent easement acquisitions
- Tabulation of monumentation for the proposed ROW and easements
- Prepare monumentation sheets for ROW plan set
- Installation of monuments (optional at City's discretion)
- Review of ROW plan set and coordination with Professional to implement comments
- Stamping and signing ROW plan set
- All tasks are necessary to deliver preliminary engineering design (30%) plans, and cost estimates. Plans must be produced in accordance with the following documents to meet CDOT FIR plan requirements:
 - o CDOT Standard Specifications for Road and Bridge Construction
 - CDOT Standard Plans, M&S Standards
 - American Association of State Highway and Transportation Officials (AASHTO) guidelines
 - Americans with Disabilities Act (ADA) guidelines
 - Proposed Right-of-Way Access Guidelines (PROWAG)
 - City of Greeley Street Design and Standards (Exhibit 10)
 - City of Greeley Water and Sewer Design Criteria and Standards
 - City of Greeley Stormwater Design Manual and Standards
 - LEED Criteria for the mobility hub
 - City of Greeley Vision Zero Action Plan (VZAP) (Exhibit 11)
 - Available CAD files are provided in Exhibit 12.
 - Coordinate with the Public Works Mobility Division for multimodal and BRT plans
- Plans, and cost estimates will be submitted to the City electronically

- All tasks necessary to obtain applicable City, CDOT, and Federal clearances. Some clearances may need to be obtained prior to the start of ROW acquisition process including any NEPA related coordination.
- Identify extent of ROW, TCE and permanent easement needed. Identify property impacts associated with needed acquisitions. Consultant will provide digital copy (CAD format) of proposed acquisition areas (temporary and permanent)
- Develop ROW plans in CDOT format. Plans must be approved by City and CDOT. Consultant will be responsible for coordinating with CDOT to address all comments. ROW plans will be stamped and signed by responsible consultant staff. Tasks associated with ROW plan development include
 - All drafting necessary for the ROW plan set
 - Development of proposed ROW and easement line work
 - Development of site-specific mitigation plans for each parcel.
- Develop preliminary drainage report
- Thorough utility design (see below for additional utility design requirements for SUE plans)
 - Coordinate with utility companies (City and private) including but not limited to: City Water and Sewer, City Stormwater, City Fiber Optic, City Traffic, Xcel Energy, Comcast, Lumen, Allo, water districts, sanitation districts
 - Determine extent and location of any utility relocations
 - o Develop preliminary level stormwater improvement plans
 - Consider relevant Master Drainage Plans within area and preliminary design of associated elements within project limits.
 - Incorporate City Utility design/work into plans as necessary
- Structural design and preparation of structure selection reports, associated geotechnical explorations and designs for the interchanges, retaining walls, underpass, mobility hub vertical structure, etc.
- · Pavement investigation and design, and geotechnical boring logs
 - To include subsurface exploration (borings) with laboratory test results
 - To include recommendations for Hot Mix Asphalt (HMA) and Portland Cement Concrete (PCC) pavement sections
- Develop landscape and irrigation plans
- Develop preliminary lighting plans
- Develop preliminary plans for the center loading mobility hub including any IT needs identified
- Attend and conduct progress meetings. Meeting minutes shall be developed and provided by Consultant
- Prepare agenda for FIR meeting
- Attend FIR meeting with City and other stakeholders
- Prepare minutes for FIR meeting
- Develop Preliminary Quantity and Opinion of Cost
- City encourages "real time reviews" when working with Professional. Design items should be submitted prior to formal reviews in order to make the process more efficient

Subsurface Utility Engineering (SUE) Requirements

Due to Colorado State Law SB 18-167 regarding utility investigation during design, the Professional (or subconsultant) will be required to perform a Subsurface Utility Engineering (SUE) plan in accordance with State law. This shall include a utility plan developed to Quality Level B or better per American Society of Civil Engineers (ASCE) standards and stamped by a licensed Professional Engineer (PE) in the State of Colorado. If Quality Level B is not attainable, PE shall draft and stamp letter explaining why Quality Level B is not attainable. The Professional shall be responsible for obtaining all applicable City permits and State permits and licenses required to perform potholing and/or locating activities, including but not limited to: City/Contractor License, Traffic Control Permits, Excavation permits.

Design Documents (FOR)

The Consultant in coordination with the CM/GC and other project team members shall supply design documents with the intent of adding clarity and finalizing the scope of the project that generally meet the CDOT FOR intent as applicable. Documentation supporting the design drawings shall be created including special provisions, specifications, and any other written document necessary to fully construct the project. CDOT defines the Final Office Review (FOR) as a final review of construction plans, specifications, and cost estimates for completeness and accuracy by the project team. FOR plans are to be a fully completed plan set, including all tabulations and details necessary for construction, and all current special provisions. The project may need multiple design

packages based on the project phasing such as utility relocation/replacement plans, plans for local projects, long lead time packages, etc.

Each package shall include (at a minimum):

- Review Set. The Consultant shall create a design development review set per the applicable standards and specifications for each package being developed. This set shall include but may not be limited to general notes, grading, demolition, geometric design, structural design, pavement design, drainage, storm water management, survey control sheets, plan and profiles, cross sections, signage and striping, phasing, typical details, lighting photometrics, lighting plan, landscape and irrigation designs, erosion control plan and more. The set shall include details, cross sections, and all other design items required to complete the work included in each package.
- Quantity and Opinion of Cost. The Consultant shall provide a refined quantity take-off and opinion of probable cost within a most likely range of 5%-10%. This will be essential to make sure the CM/GC's Gross Maximum Price is reasonable and within expectations.
- Constructability Review. The Consultant shall perform a constructability review of the design to identify the risk of special areas of interest. Results of the constructability review shall be documented in a formal report and issued with the review set. Design optimizations shall be incorporated into the final plans.
- Specifications. The Consultant shall develop specifications to support the design drawings. The specifications shall include materials, testing procedures, testing frequency, workmanship requirements, codes, procedures and any other item required to fully construct the project.
- Special Provisions. The Consultant shall create special provisions for the project as required to support
 the design drawings. The special provisions shall include any information required for the contractor to
 fully construct the project that is not listed elsewhere in the design documents. The special provisions
 shall include the basis of payments, unit of measurements, required permits, specifications associated
 with each pay item, and definition of any other special consideration for the contractor to fully construct
 the project. The special provisions shall be in accordance with CDOT Special Provision requirements.
- Drainage Report. The Consultant shall refine the drainage report to supplement the drainage design of the project. The Professional shall submit the drainage report to the City for formal initial review. Responses to all comments made by the City shall be tabulated and included with the FOR drainage report submittal.
- Geotechnical Report. A geotechnical report supporting the FOR plans shall be created for evaluation and review by the City.
- City/CDOT/FHWA Submittal. The Consultant shall submit the final sets to the City/CDOT/FHWA as
 applicable for preliminary review. Based on the agency comments, the Consultant shall revise the set
 and resubmit the set with a tabulated list of the agency comments and how each comment was
 addressed.

Final Design Documents (IFB)

The consultant, in coordination with the CM/GC shall prepare IFB documents for the project. The IFB documents shall be used for final GMP on the project, compared to the Independent Cost Estimate prepared by a third party and shall be sealed and stamped by a Professional Engineer licensed in the State of Colorado employed by the consultant and intimately involved in the design of the project. The consultant shall assist the City in determining if the project costs as provided by the CM/GC are reasonable or if other bidding procedures should be considered.

The IFB shall include:

• The IFB set shall include but may not be limited to general notes, grading, demolition, geometric design, structural design, pavement design, drainage, storm water management, survey control sheets, plan and profiles, cross sections, signage and striping, phasing, typical details, structural design details, IT details, lighting photometrics, lighting plan, landscape and irrigation designs, erosion control plan and more.

A process like the one described for the Design Documents will be used for the review and delivery of the various IFB documents. All applicable reports shall be 100% complete and submitted with each package.

Services During Bidding

The Consultant shall assist in the contractor bidding of the project as appropriate. This task shall be established as a Specific Rate (Not to Exceed) as required, at the direction of the City per project package as determined in the construction phasing process. If concerns are raised with the design documents during the contractor

proposal phase and these concerns are found to be a deficiency with the design, the Consultant shall correct these design deficiencies in a timely manner at no cost to the City.

- Contractor RFI. The Professional shall assist the City in answering contractor RFI's during the construction proposal phase of the project. This task shall include the Professional attending the proposal pre-bid meeting for the project.
- Issued for Construction (IFC) Documents. The Professional shall supply IFC documents for the project to be used by the contractor to construct the project. The IFC documents shall consider comments from the Contractor Bidding phase of the project as well as any additional design revisions.
- Design Document Optimization. Based on contractor comments during the construction proposal phase and at the direction of the City, the Professional shall modify the project design documents. Modifications to the design documents may include the design drawings, specifications, special provisions, or any other documents associated with the project. This task includes design optimization items only and not items deemed as deficiencies. This task includes preparing any addendums and the final IFC plan set.
- Final IFC Sealed and Stamped Set. The Professional shall issue the IFC design documents for use by the contractor for construction of the project. These documents shall include all drawings, reports, provisions (general or special), specifications, or other items as required to fully construct the project. The IFC documents shall be sealed and stamped by a Professional Engineer licensed in the State of Colorado. This set shall include electronic and paper copies as required by the City.

All submittals, reviews, approvals, etc on the project will be performed through the document management system established for this project.

B. Period of Award

The completion date of providing the required qualifications and services shall be determined as part of the scope and fee negotiation depending on the type and number of contracts being executed on this project. For estimating purposes, the design scope of this project is expected to be 24-36 months.

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 (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 State of Colorado, if required for certifying plans, reports, etc. This includes all sub-consultants on their team.

The Prime consultant shall be prequalified with CDOT.

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). 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:

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E-Mail: Purchasing@greeleygov.com
Subject Line: RFQ #F25-03-014
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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 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

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. Applicable terms

and conditions and exhibits of the RAISE and RURAL grant as currently available are included in the Exhibit 2. The Terms and Conditions and exhibits (as updated by the FHWA at contract authorization) are part of the contract and flow down to sub-consultants. In case of any contradictions between the City of Greeley terms and conditions and the conditions of the RAISE and RURAL grants, the grant conditions will supersede. **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 nondiscrimination on the basis of race, color, religion, national origin, age or sex. Refer to Section V.B of this RFQ for additional information required as part of this RFQ.

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. **The notice to proceed will not be issued until approval from FHWA is received.**

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.
- 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 <u>purchasing@greeleygov.com</u>. Only emails sent to <u>purchasing@greeleygov.com</u> will be considered as responsive to the request for qualifications. <u>DO NOT</u> 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 PDF file under 20MB. The Qualifications must not exceed 30 total pages, excluding cover letter, index or table of contents, front and back covers, billing rate schedule, and title pages/separation tabs. Pages shall be 8 $\frac{1}{2}$ x 11 inch 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 and billing rates, if 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. Submittals 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.

DBE/ESB Goals: There is no established DBE/MBE/ESB goal on this solicitation, but a good faith effort should be illustrated. The City encourages the use of DBE/MBE/ESB sub consultants on all solicitations. Civil Rights Act of 1964 Title VI. CDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it shall affirmatively ensure that for any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises shall be afforded full and fair opportunity to submit bids in response to this invitation and shall not be discriminated against on the grounds of race, color, or national origin in consideration for an award. By submitting a proposal for this contract, the Consultant agrees to the following assurance:

- 1. The Consultant, Subrecipient, or Subconsultant must not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract.
- 2. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts.
- 3. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, or other such remedy as the City deems appropriate, which may include, but is not limited to:
 - a. Withholding monthly progress payments
 - b. Assessing sanctions/disincentives
 - c. Liquidated damages
 - d. Disqualifying the Consultant from future bidding as non responsible

The statement of qualifications should include a good faith effort form as included in Exhibit 13.

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 – Project and Technical Experience

1. Describe in detail three (3) public road/interchange design projects comparable to the requirements contained herein that have been successfully completed in the last ten (10) years. These qualifying projects must be contracted to or completed by the Prime, not subconsultants. The development of

bridging documents for CM/GC solicitations should not be referenced. A successfully completed project shall include: that the project was completed within the contract time, including any owner approved time extensions, that the project was completed at or below the contract award amount, including any subsequent owner approved cost change orders, that the project was completed in accordance with the contract documents. These projects must demonstrate a history of excellent performance in providing well organized, accurate and fully coordinated construction documents.

- 2. Project descriptions should include:
 - Narrative Maximum of one (1) page per project with up to two (2) additional pages of graphics;
 - The narrative shall contain a detailed description of the project of sufficient detail to allow determination of project size and scope and the salient features of each project to include a discussion on how the client's economic, and operational objectives were satisfied. Also include names and locations of projects; design time (contractual/actual), design cost (initial/actual), construction contract cost (if available), design schedule milestones (initial/actual) and the completion date of the design and construction project if available;
 - Identify the project manager and lead designer;
 - Provide a specific example of problems encountered and solutions devised;
 - Define the relative percentage of each project that was completed in-house and by subconsultants; and
 - Each narrative should also include contact name, phone number, and email address for the main point of contact for each project. (Submitter hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.)
- 3. Describe your firm's quality control program and provide an example of how your quality control program saved client funds or improved the quality of the end product.
- 4. Provide a list of additional similar projects and a maximum of 1 page of photographs for each which may demonstrate a depth of experience. Provide a brief scope, project costs, and owner's contact information.
- 5. Awards and letters of commendation received.
- 6. References: All offerors shall include with their proposals a minimum of three (3) current references. This list shall include company name, person to contact, address, telephone number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of the proposal as non-responsive. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

Evaluation Criterion #2 – Project Team

The entire project team, including the AE Design Firm, its designated project manager, lead designer, and all subconsultants who will work on the project, will be evaluated. The Project Manager is the individual who will have primary responsibility for the project delivery. The evaluation will include the qualifications of the Project Manager and Lead Staff identified in the Statement of Qualifications. As a result, any change in staffing for these positions will only be allowed with the prior approval of the City. It is expected that should any change occur, the replaced staff will have similar, if not greater experience in delivering the project. Provide the following:

- 1. Project Manager's resume and portfolio of related projects. Portfolio of related projects is a list of projects, separate from the resume, demonstrating the Project Managers experience on managing projects similar to the scope of work contained in this RFQ
- 2. Clearly identify the project team, who will be involved, what they will do, and their specific experience in that role. Be precise about the division of responsibility among member firms. Clearly indicate the roles and responsibilities of each firm in the project team. Identify which team members possess the following credentials: Professional Engineer (PE), Professional Land Surveyor, (PLS), PTOE, RSP, etc. as applicable Proof of licensure (License Number, State, Applied for, etc.) shall be provided in the proposal document.
- 3. An organizational chart or staffing plan showing the "chain of command" of the proposed project team, including individuals responsible for pertinent disciplines, proposed on the team. Identify major functions

to be performed and their reporting relationships in managing the Project. Organization chart should also identify key member licenses and certifications.

- 4. Lead Designer(s)'s resume and portfolio of related projects including design philosophy, portfolio, awards and resume covering the past ten (10) years to include firm lead designer was with at the time of the designs. Portfolio or related projects is a list of projects, separate from the resume, demonstrating the lead Designers Managers experience designing projects similar to the scope of work contained in this RFQ.
- 5. Resumes of key project staff members only to include education and licenses and certifications. Role in project should be identified in the resume.
- 6. Subconsultant's portfolio of related projects and resumes of key project team members.

Evaluation Criterion #3 - Project Understanding

Include at a minimum:

- Task description to include a statement of key issues and challenges in the project.
- Understanding of the major elements of project.
- Approach to project management, change management, budgetary processes and document control.
- Work-flow diagram and outlined work plan.
- Proposed design schedule inclusive of design review periods and estimated time for administration actions, confirm that the twenty-four (24) month timeframe to have an approved plan as identified in Section 1. C. Goals is sufficient.
- Describe how your organization intends to meet or exceed the requirements of this RFQ.
- Demonstrate extensive knowledge of CDOT policies and procedures, environmental regulations, policies, and procedures, preparation of construction documents for federally funded construction projects and NEPA requirements.

Evaluation Criterion #4 - Public Outreach and Communications

Communications and Public Outreach are a crucial part of this project. Include at a minimum:

- Describe in detail your approach to public involvement, outreach and communications.
- List comparable projects where public outreach was conducted.
- Identify personnel who will coordinate and lead public hearings and public meetings associated with this project.
- Demonstrate personnel experience conducting public outreach
- Provide examples of exhibits and literature used as part of public outreach.

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 at a minimum, the three highest ranked teams will be short listed for interview presentations.

The interview team will be separate from the selection committee. Each offeror shortlisted for an interview will be provided equal consideration and ranked independently of the selection committee scoring (i.e. scoring is not cumulative). The final ranking of the selected offerors will be determined by the interview team scores. 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.

1.	Project and Technical Experience:	35 Points
2.	Project Team:	25 Points
3.	Project Understanding	20 Points
4.	Public Outreach and Communications	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. 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. 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. The contract may be either cost plus fixed fee or specific rate (billing rate).

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

(Incorporated by Reference and as included herein) Includes Terms and Conditions of the RAISE and RURAL Grant as made available by the FHWA Includes Exhibits for the RAISE and RURAL grants as made available by the FHWA

Sample Professional Services Contract RFQ #F25-03-014.pdf

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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.

JEI # (Optional)				
Name of Organization				
Address				
Authorized Signature				
Title				
Date				

EXHIBIT A PROJECT EXHIBITS & LINKS

Please click the link below to access the project exhibits and links.

EXHIBITS & Links - MERGE RFQ