



**CITY OF GREELEY  
Purchasing**

**Request for Qualifications  
RFQ #F24-03-027**

**Preliminary Design Services  
9<sup>th</sup> St & 10<sup>th</sup> St Mobility Improvements Project**

**for**

**DEPARTMENT OF PUBLIC WORKS**

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**REQUEST FOR QUALIFICATIONS (RFQ)  
RFQ #F24-03-027**

Procurement Contact: Shantelle Griego  
Email Address: [Purchasing@greeleygov.com](mailto:Purchasing@greeleygov.com)  
Telephone Number: 970-350-9333

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

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

**ONLY ELECTRONIC RFQ RESPONSES WILL BE ACCEPTED.**

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 exhibits required, 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	3/18/2024
Pre-Qualification Conference	Not anticipated at this time
Inquiry Deadline	3/27/2024 – by 2:00 p.m.
Final Addendum Issued	4/1/2024
Qualifications Due Date	4/9/2024 – by 2:00 p.m.
Interviews (tentative)	Not anticipated at this time
Notice of Award (tentative)	4/15/2024

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**EXHIBITS**

<b>Exhibit</b>	<b>Title</b>
1	Qualification Acknowledgement
2	Sample Contract
3	Insurance
4	Debarment Form
5	Preferred Concept

***“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 project is located along 9<sup>th</sup> Street and 10<sup>th</sup> Street (US34 BUS EB/WB) from 23<sup>rd</sup> Avenue to 8<sup>th</sup> Avenue, including the intersection at 23<sup>rd</sup> Avenue. Conceptual work has already been completed, which resulted in the selection of a preferred concept to carry forward to preliminary design. While the City of Greeley (City) does not anticipate right-of-way (ROW) acquisition, temporary construction easements may be needed. The preferred design concept is presented in Exhibit 5. It is the intent of the City to let the project for construction in 2026. Although the CDOT project delivery schedule does not require plans until the FOR (80% complete, ROW plans), the Professional should plan for a schedule as indicated in this RFQ for City review. This RFQ is for preliminary design services that will take the design to a 30% completion with preliminary ROW needs identified (FIR stage).

The conceptual design effort involved heavy stakeholders and public engagement. The main topic that arose during public engagement was related to speed, multimodal travel options, safety, park/open space, lighting, access to businesses, so this must be a key consideration of the design. There will be a need to coordinate with other City Departments, such as Communications and Engagement, Water and Sewer, Culture Parks and Recreation as well as external stakeholders such as the Greeley Irrigation Company and the Downtown Development Authority. **Continued and increased Public Involvement resulting in further concept development is critical to the success of this project.**

This project is being funded with both local funds as well as State and Federal funding. Coordination with CDOT to vet the preferred design alternative and obtain direction on required environmental clearances will be needed as the streets are a CDOT asset. The project will be let by the City; however, the project will follow CDOT project delivery process, standards and specifications where applicable. City of Greeley Standards and Specifications will be used where CDOT standards and specifications are unavailable. The consultant is encouraged to refer to the City of Greeley's [Greeley-on-the-Go Transportation Management Plan](#) for the City's approach to transportation planning and design.

Subject to funding availability, the City reserves the right to progress the work to final design with the selected consultant under a separate amendment to the initial contract.

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

- Developing context sensitive design approaches to complex problems
- Public and stakeholder support including graphics, renderings, and material development
- Coordination with the Water and Sewer department regarding any underground utility improvements such as water and sewer
- Coordination with the Culture, Parks and Recreation department for trail design and art coordination
- Coordination with the Public Works related to stormwater utility improvements
- Civil and roadway design including intersection design, specifically roundabout design
- Construction staging development
- Traffic engineering recommendations, including mobility and public transportation needs
- 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 stormwater design

- Environmental clearances and coordination associated with local, state and federal regulations
- Coordination with the Colorado Department of Transportation (CDOT)
- Development of preliminary 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

### **C. Goals**

The primary goals of the project are:

- Traffic Calming on the 9<sup>th</sup> St/10<sup>th</sup> St corridors
- Increased transportation equity between different modes of transportation
- Revitalize the corridors through aesthetics and placemaking
- Improve the visibility and appearance of the corridors as a gateway corridors to downtown Greeley
- Improve access to businesses and economic vitality along 9<sup>th</sup> Street
- Improve the accessibility of 10<sup>th</sup> Street to serve the primarily residential areas along this corridor
- Construction phasing and maintenance of traffic with minimal disturbance to the businesses along the corridors

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

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

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

#### **Project Kickoff**

- Prepare project schedule with critical path highlighted and applicable milestones. Include time for City and CDOT review as applicable.
- 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
- Participate 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 Documents

#### **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 and verifying the concept will serve the intended purpose.

### **Preliminary Engineering Phase (30% Design/FIR)**

This phase consists of 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)
- Multi-modal facilities
- Utility coordination and undergrounding
- Defining all necessary acquisition areas (ROW, permanent easements, temporary construction easements, etc.). 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
- Fiber conduit design
- Project team will coordinate with City Art program
- Construction staging plan development

#### Associated Tasks:

- 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 the 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 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:
  - 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)
- 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. ROW plans will include the following sheets:
  - Title Sheet (including project location map)
  - Tabulation of Properties
  - Project Control Diagram

- Land Survey Control Diagram
- Tabulation of Boundary Evidence
- Monumentation Sheets
- ROW Plan Sheets
- Ownership Map
- 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/Wastewater, City Stormwater, City Fiber Optic, City Traffic, Xcel Energy, Comcast, CenturyLink, Allo, water districts, sanitation districts
  - Determine extent and location of any utility relocations
  - Develop preliminary level stormwater improvement plans
  - Consider relevant Master Drainage Plans within area
  - Incorporate City Utility design/work into plans as necessary
- 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
- 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 can be submitted prior to formal reviews in order to make the process more efficient

The Consultant should plan on providing separate preliminary water and sewer relocation plans. Subject to funding availability, the City may choose to proceed with final design of the water and sewer relocation with the selected Consultant as an amendment to the initial contract.

### **Subsurface Utility Engineering (SUE) Requirements**

Due to Colorado State Law SB 18-167 regarding utility investigation during design, the Professional (or sub-consultant) 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, 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.

### **Clearances**

For NEPA documentation the project will likely qualify as a Programmatic Categorical Exclusion. Consultant will include effort for any necessary environmental clearances and coordinating with the CDOT to obtain necessary environmental clearances for the project.

### **Public and Stakeholder Involvement**

The Consultant and 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 Transportation Advisory Board, DDA 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:

- 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

## **B. Period of Award**

The completion date of providing the required qualifications and services shall be **December 31<sup>st</sup>, 2024**.

If the City desires to extend the contract to 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 the 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 to arrange meetings related to such.

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

All official communication from the City to offerors will be via postings on an electronic solicitation notification system, the Rocky Mountain Bid System ([www.rockymountainbidsystem.com](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 #F24-03-027



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 submission. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFQ acknowledges acceptance by the offeror of all terms and conditions as set forth herein.

#### **I. Protested Solicitations and Awards**

Right to protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract must protest in writing to the City Manager as a prerequisite to seeking judicial relief. Protestors are urged to seek informal resolution of their complaints initially with the Purchasing Manager. A protest shall be submitted within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. A protest with respect to an invitation for bids or request for qualifications shall be submitted in writing prior to the opening of bids or the closing date of qualifications, unless the aggrieved

person did not know and should not have known of the facts giving rise to such protests prior to bid opening or the closing date for qualifications.

1. Stay of procurement during protests. In the event of a timely protest under Subsection (A) of this Section, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the City Manager makes a written determination on the record that the award of a contract without delay is necessary to protect substantial interest of the City. (Ord. 75, 1984 §2 (part))

#### **J. Confidential/Proprietary Information**

All qualifications will be confidential until a contract is awarded and fully executed. At that time, all qualifications and documents pertaining to the qualifications will be open for public inspection, except for 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. **A qualification in its entirety will not be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the Purchasing Contact listed in this RFQ.

#### **K. Acceptance of Qualifications Content**

The contents of the qualification (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful offeror to perform in accordance with these obligations may result in cancellation of the award and such offeror may be removed from future solicitations.

#### **L. RFQ Cancellation**

The City reserves the right to cancel this RFQ at any time, without penalty.

#### **M. Negotiation of Award**

In the event only one (1) responsive qualification is received by the City, the City reserves the right to negotiate the award for the services with the offeror submitting the qualification in lieu of accepting the qualification as is.

#### **N. Contract**

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

The 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. Qualifications that are determined to be at a variance with this requirement may not be accepted.

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

## SECTION V. RESPONSE FORMAT

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

### A. Cover Letter

Include a cover letter introducing your company, summarizing your qualifications. This letter should also provide principal contact information for this RFQ, including address, telephone number, fax number, e-mail, and website (if applicable).

### B. Use of Subcontractors/Partners

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

### C. Minimum Mandatory Qualifications

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

### D. Company Information

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

4. Provide a comprehensive listing of all the services you provide.

**E. Evaluation Criteria**

**1. Team Qualifications**

- a) Provide a detailed resume of the project manager along with three references. The project manager shall not be changed without the prior approval of the City upon notification of selection.
- b) Describe the team's experience in multimodal transportation design, innovative intersection design, roundabout design, landscape and streetscape design, environmental analysis, CDOT coordination, environmental clearances, utility coordination, geotechnical, sanitary and stormwater system design, community placemaking, public engagement. Provide examples.
- c) List the number of people that you can commit to working on this project and the amount of time each is expected to spend on the project.
- d) Provide the names and resumes of the key personnel that will be performing the proposed services.
- e) Briefly discuss similar projects the members on your team have completed in the past five years. This listing should be limited to the five most applicable projects and include the name and contact information of the client, year completed, construction cost, design cost. The City reserves the right to contact the individuals listed as references.
- f) List the names of the subcontractors you expect to use, the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key subcontractor personnel who will be working on the project.

**2. Approach to Scope of Work**

- a) Describe how the team would work with CDOT on clearances.
- b) Describe how your team facilitates diverse stakeholder engagement.
- c) Describe how the team will handle quality control and how issues would be monitored and resolved.
- d) Describe the methods and timeline of communication with the City's project manager.
- e) Describe any project approaches or ideas that you would apply to this project and that you feel would enhance the quality of your services.
- f) Provide a proposed project development schedule.

**3. Relevant Project Experience**

- a) Provide an example of a project that required environmental clearances that were delivered within the project schedule.
- b) Provide an example of a project with similar scope and constraints.
- c) Provide your experience working on innovative, potentially contentious construction projects.
- d) Provide examples of construction staging with roundabout construction that reduced impacts to businesses.
- e) Provide examples of projects that were delivered on time and on budget with associated CDOT clearances and utility work.

**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 not been tentatively scheduled per the Schedule of Events on the first page of this RFQ. However, if presentations are needed and your company is invited to give a presentation to the committee, the dates will be coordinated with you.

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. Team Qualifications- 40 Points
2. Approach to Scope of Work- 35 Points
3. Relevant Project Experience- 25 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.**

### 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)

[COG Professional Services Contract\\_Sample\\_F24-03-027.pdf](#)

**EXHIBIT 3  
SAMPLE CERTIFICATE OF INSURANCE**

Client#: 12170		GRECI															
<b>ACORD</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>															
			DATE (MM/DD/YYYY) 05/14/2013														
<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b></p>																	
<p><b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</b></p>																	
<b>PRODUCER</b> ABC Insurance Company P. O. Box 1234 Anywhere, USA		<b>CONTACT NAME:</b> PHONE (A/C No., Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____ PRODUCER CUSTOMER ID #: _____															
<b>INSURED</b> Sample Certificate		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Financial Rating of A</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Financial Rating of A		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A : Financial Rating of A																	
INSURER B :																	
INSURER C :																	
INSURER D :																	
INSURER E :																	
INSURER F :																	
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>															
		<b>REVISION NUMBER:</b>															
<p><b>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</b></p>																	
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & AD/VIOLURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000												
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$												
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$												
	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A			<input checked="" type="checkbox"/> WC STALL-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000												
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) City of Greeley is named as Additional Insured on General Liability. Waiver of subrogation is included on Work Compensation. This insurance is primary and noncontributory to insurance policies held by the City.																	
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>														
City of Greeley 1000 10th St Greeley, CO 80631-3808			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE														

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 #S786373/M786364

DSM

**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**  
**9<sup>th</sup> St/10<sup>th</sup> St Preliminary Concept**  
**(LINK)**

[Concept draft.pdf](#)