

# Addendum #1



## Project Information

**Project Name:** Non-Potable Construction Projects

**Bid Number:** F23-04-034

**Date:** June 23, 2023

**Project Manager:** Ryan Duve

## Addendum Purpose

**1** The purpose of this Addendum is to change the schedule of events extending the inquiry deadline, final addendum issue date and qualification (proposal) due date as well as add Attachment F, Water Infrastructure Financing and Innovation Act (WIFIA) requirements for federally funded projects.

**2** Attached is the revised Request for Qualifications.



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**CITY OF GREELEY**  
**Purchasing**

**Request for Qualifications**  
**RFQ # F23-04-034**

**NON-POTABLE IRRIGATION INFRASTRUCTURE**  
**ON-CALL PRIME CONTRACTORS**

**for**

**CITY OF GREELEY**  
**WATER & SEWER DEPARTMENT**  
**ENGINEERING DIVISION**

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**REQUEST FOR QUALIFICATIONS (RFQ)  
RFQ # F23-04-034**

Procurement Contact: Alex Adame  
Email Address: Purchasing@greeleygov.com  
Telephone Number: 970-350-9325

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

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

**ONLY ELECTRONIC RFQ RESPONSES WILL BE ACCEPTED DURING THE COVID-19 EVENT**

Email your RFQ Response to [purchasing@greeleygov.com](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 Microsoft Word or PDF file under 20MB. The Qualifications must not exceed 20 total pages, excluding cover letter, index or table of contents, front and back covers, and title pages/separation tabs. Pages shall be 8 ½ x 11 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 included as an appendix are not considered part of the 20 pages.

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

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

<b>Schedule of Events (subject to change)</b>	<b>All times are MST</b>
RFQ Issued	<b>May 12, 2023</b>
Optional Pre-Qualification Conference 1001 11 <sup>th</sup> Ave 2 <sup>nd</sup> Floor Colorado Room, (Virtual link below for those who cannot attend in person)	<b>May 23, 2023, 10:00 AM</b>
Inquiry Deadline	<b>June 28, 2023 before 2:00 PM</b>
Final Addendum Issued	<b>July 5, 2023</b>
Qualifications Due Date	<b>July 10, 2023 before 2:00 PM</b>
Interviews (tentative)	<b>TBD</b>
Notice of Award (tentative)	<b>TBD</b>

**LINK TO PRE-QUALIFICATION CONFERENCE**

Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 265 510 962 35

Passcode: mUXdkG

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 347-966-8471,714027372#](#) United States, New York City

Phone Conference ID: 714 027 372#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

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

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

### **A. Background**

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

### **B. Overview**

The City of Greeley (City) owns and operates a non-potable water system that conveys raw or non-potable water for irrigation and augmentation purposes. The system includes, but is not limited to irrigation ditches, canals, transmission lines, pump stations, storage ponds, and pressurized distribution mains. The City contracts with Prime Contractors to assist with system expansion, repairs and replacement to the non-potable water system infrastructure. Projects typically include constructing new pump stations and lined storage ponds, buried pipelines, ditch repairs, and ditch diversions. Projects also include structural repairs and upgrades to existing facilities replacing sections of buried pipe, replacement of valves, repairing and or lining ditches, canals, and existing ponds, and retrofitting existing pump stations.

This request for qualifications (RFQ) invites qualified Prime Contractors to submit a Statement of Qualifications (SOQ) according to the requirements set forth in this RFQ. Projects are to be constructed under a Master Contract with Work Orders. The SOQs will be reviewed and evaluated by the City's selection committee using the evaluation criteria detailed in this RFQ.

### **C. Goals**

The City is seeking to have a multi-year Master Contract with two to three Prime Contractors to assist the City with completing expansion and replacement of the non-potable water system infrastructure on an on-call basis. The term of the Master Contract is three (3) years with an option for the City to extend an additional two years on an annual basis.

There is potential for multiple projects per year. A Work Order for each project will be negotiated between the City and Prime Contractor. The City's guidelines for executing a Work Order are as follows:

- No competitive pricing/quotation is required for Work Orders under \$50,000, but maybe requested based on City discretion.
- Competitive pricing/quotation must be conducted for Work Orders that exceed \$50,000.

The City is also the majority owner of the Boyd Irrigation Company (BIC). The BIC owns and operates the Boyd Freeman Ditch that conveys water from the Poudre River west of the Rover Run Dog Park (5207 W F Street) to the Poudre Ponds located on the east side of 35<sup>th</sup> Avenue. The BIC may choose to contract with the City's selected on-call Prime Contractors.

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

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

It is expected that the selected on-call Prime Contractors will be constructing new infrastructure as well as replacing existing infrastructure and making repairs related to the City's non-potable water supply system. On-call Prime Contractors may also be involved in preconstruction activities including but not limited to planning and design to provide plans and constructability reviews, cost estimates, and value engineering

recommendations in an effort to reduce construction costs. Preconstruction work will be assigned on an as needed basis with the scope of work to be defined and a Work Order negotiated prior to the time the work on each project.

**Potential projects include the following:**

- Potential Replacement/Repair Projects:
  - Glenmere Park Pond Overflow Structure: Replace concrete overflow structure that appears to have been restored two times by pouring new concrete walls around the existing structure. Replacement will most likely require a coffer dam around the structure.
  - 10<sup>th</sup> Street Line to Poudre Ponds/Ditch Point Repairs: Repair two breaks on 12" gravity line that are located within 10<sup>th</sup> Street Right-of-Way (CDOT Hwy 34 Business). Connect 12" line to 60" storm sewer located near intersection of 4<sup>th</sup> Street and 35<sup>th</sup> Avenue.
  - Grapevine Ditch Realignment: Realign section of piped ditch located near the intersection of 59<sup>th</sup> Avenue and 10<sup>th</sup> Street. Existing and proposed realignment runs through Wells Fargo Bank, 5801 11<sup>th</sup> Street. Approximately 450' of 12" PVC pipe (diameter will need to be verified). May require three new manholes.
  - Isolation Valves Replacement – Replace worn out valves located within street Right-of-Way.
  - Pump Station Upgrades: Electrical, controls, and mechanical upgrades to up to three pump stations (Highland Hills, Mosier Hill, and Linn Grove Cemetery). Existing buildings will be reused.
  - Wet Well Slide Gate Replacements: Replace leaking slide gates or replace with gate valve or butterfly valve at Promontory Main, Twin Rivers, Highland Hills, and Sanborn Park pump stations.
  - Pump Skid Filter Replacements: Replace self-cleaning screens/filters at East Memorial, Balsam Sports, Cottonwood Park, Northridge, St. Michaels, and Ramseier pump stations.
  - Cottonwood Park Pond Liner: Drain, clean, prep, and line existing pond.
  - Replacing pump station roof at Highland Hills Golf Course: Removed concrete roof and replaced with a truss pitched roof.
  
- Potential Expansion Projects:
  - Mosier Hill Development Conversion: Extend piping from Twin Rivers Pump Station distribution system to convert irrigable areas along 58<sup>th</sup> Avenue and 11<sup>th</sup> Street from potable to non-potable water. Includes approximately 5,000 linear feet of distribution piping.
  - Fox Hill Office Park Condos Conversion: Extend piping from Monfort Park Pump Station distribution system to convert irrigable areas within the Fox Hill Office Park Condos development (SE corner of 47<sup>th</sup> Avenue and 20<sup>th</sup> Street) from potable water to non-potable. Includes approximately 3,800 linear feet of distribution line.
  - Drakes Crossing Development Conversion: Extend piping from Youth Sports Pump Station distribution system to convert irrigable areas at Banner Health office located at 2000 70<sup>th</sup> Avenue from potable water to non-potable water irrigation.
  - Centennial Park to 23<sup>rd</sup> Ave. Conversions: Extend piping from Centennial Park (NE Corner of Reservoir Road and 23<sup>rd</sup> Avenue) to convert irrigable areas located along the east side of 23<sup>rd</sup> Avenue.
  
- Potential BIC Projects:
  - Boyd-Freeman Ditch Improvements: The existing ditch is constructed of both 48-inch plastic pipe and open ditch. The ditch is limited in capacity and improvements are needed to increase the capacity to 30 cfs. Improvements may include realigning a section of piping and installing piping in sections of open ditch. The extent of the existing ditch that needs to be improved is approximately 8,000 liner feet.

Attachment E of this RFQ provides additional information regarding each project. Additional projects to each category may be added throughout contract period. The estimated total project costs would range from \$1 million to \$ 4 million per year.

**Construction Restrictions:**

- All construction activities must be coordinated with the Raw Water Operations Department and with ditch companies when it affects the operation of their systems.
- Construction activities will likely be limited during the irrigation season which typically runs from April 1 to October 1.

**Cost Proposals:**

The Prime Contractor shall prepare cost proposals for each project Work Order. The cost proposal shall include material costs, and labor and equipment rates and associated hours broken down per section based on the City's Standard Specifications. The fixed rates submitted in the Proposer's proposal per Section V will be used by the Prime Contractor for preparing Direct Construction Costs. Cost proposals will be prepared based on the Price Proposal Spreadsheet included as Attachment B of this RFQ.

Annually beginning January 1, 2024, the Prime Contractor may request price adjustments. Requests must be justified, in writing, and must be received thirty (30) days prior to the adjustment date. If the Prime Contractor fails to request a price adjustment 30 days prior to the adjustment date, the Prime Contractor may still request a price adjustment, but the adjustment will not be effective until 30 days after the City receives the written request. Price adjustments will be made in accordance with the percentage change in the ENR Construction Cost Index. The percentage difference between the ENR Construction Cost Index issued for January 2023, and the ENR Construction Cost Index issued for each January of the year of adjustment will determine the maximum allowable adjustment of original contract prices. No retroactive contract price adjustments will be allowed. Only final ENR Construction Cost Index data will be used to adjust contract pricing. All price adjustments will be subject to adequate appropriations as required in Section 19.12 of the General Conditions, and no price adjustment will be allowed if appropriation is not made.

**B. Period of Award**

The Contract shall cover the period from July 1, 2023, through Jan 31, 2026, or an equivalent period depending upon date of Contract award. No guarantees are made regarding the scope of work and may be modified at the sole discretion of the City of Greeley. Renewal shall depend on the Prime Contractor's quality of work and negotiated cost proposals.

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 proposer shall submit the Statement of Qualifications checklist provided as Attachment C to this RFQ to verify that the proposer meets all project minimum qualifications as specified by the Owner. This list is established as the minimum requirements to prequalify for the project and the proposer must represent that all minimum requirements have been met to prequalify for the project. The minimum requirements will not be verified until the RFQ has been submitted. If it is found during the RFQ process that the proposer does not in fact meet all of the minimum requirements the proposer will immediately be removed from the qualified contractor list, without scoring the proposal. Include five relevant project examples using Attachment D to this RFQ With the Statement of Qualifications to show that that proposer meets the qualification requirements for the relevant projects.

### 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  
Subject Line: RFQ # F23-04-034

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.

#### E. Modification or Withdrawal of Qualifications

Qualifications may be modified or withdrawn by the offeror prior to the established due date and time.



## F. Minor Informalities

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The Purchasing Manager may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the City.

## G. Responsibility Determination

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

## H. Acceptance of RFQ Terms

A qualification submitted in response to this RFQ shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFQ acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly any variations between its qualifications and the RFQ in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFQ.

## I. Protested Solicitations and Awards

Right to protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract must protest in writing to the City Manager as a prerequisite to seeking judicial relief. Protestors are urged to seek informal resolution of their complaints initially with the Purchasing Manager. A protest shall be submitted within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. A protest with respect to an invitation for bids or request for qualifications shall be submitted in writing prior to the opening of bids or the closing date of qualifications, unless the aggrieved person did not know and should not have known of the facts giving rise to such protests prior to bid opening or the closing date for qualifications.

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

## J. Confidential/Proprietary Information

All qualifications will be confidential until a contract is awarded and fully executed. At that time, all qualifications and documents pertaining to the qualifications will be open for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the Purchasing Contact provided that the submission is in accordance with the following procedures. This remains the *sole responsibility* of the offeror. The Purchasing Contact will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after qualification opening. **Neither a qualification in its entirety, nor qualification price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the Purchasing Contact listed in this RFQ.

## K. Acceptance of Qualifications Content

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

**L. RFQ Cancellation**

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

**M. Negotiation of Award**

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

**N. Contract**

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

**O. RFQ Response/Material Ownership**

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

**P. Incurring Costs**

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

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

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

**R. Non-Discrimination**

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

**S. News Releases**

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

**T. Certification of Independent Price Determination**

1. By submission of this qualification each offeror certifies, and in the case of a joint qualification each party, thereto certifies as to its own organization, that in connection with this procurement:
  - a) The prices in this qualification have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
  - b) Unless otherwise required by law, the prices which have been quoted in this qualification have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and

- c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a qualification for the purpose of restricting competition.
2. Each person signing the Request for Qualification form of this qualification certifies that:
    - a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the qualifications and prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above; or
    - b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the qualifications and prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above.
  3. A qualification will not be considered for award where (1.a), (1.c), or (2.) above has been deleted or modified. Where (1.b) above has been deleted or modified, the qualification will not be considered for award unless the offeror furnishes with the qualification a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.
  4. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

#### **U. Taxes**

The City of Greeley is exempt from all federal excise taxes and all Colorado State and local government sales and use taxes. Where applicable, contractor will be responsible for payment of use taxes.

#### **V. Assignment and Delegation**

Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

#### **W. Availability of Funds**

Financial obligations of the City of Greeley payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void without penalty to the City.

#### **X. Standard of Conduct**

The successful firm shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee as may be necessary.

The City may request the successful firm to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct or any other criminal action.

4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.

Agents and employees of contractor or consultant working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the contractor or consultant shall require each of their employees to wear ID badges or uniforms identifying: the contractor or consultant by name, the first name of their employee and a photograph of their employee if using an ID badge. Their employee shall wear or attach the ID badge to the outer garments at all times.

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

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

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

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

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

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

RFQ responses must be emailed to [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.

Qualifications shall be submitted in a single Microsoft Word or PDF file under 20MB. The Qualifications must not exceed 20 total pages, excluding cover letter, index or table of contents, front and back covers, and title pages/separation tabs. Pages shall be 8 ½ x 11 inches except for up to four (4) pages of 11 x 17 inches. Eleven-point font or larger must be used for the qualifications and appendices. Resumes included as an appendix are not considered part of the 20 pages.

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

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

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

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

## SECTION V. RESPONSE FORMAT

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

### A. Cover Letter

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

### B. Use of Subcontractors/Partners

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

### C. Minimum Mandatory Qualifications

Complete the Statement of Qualifications checklist included as Attachment C to this RFQ. This part of the Proposal confirms that the Statement of Qualifications (SOQ) submitted in response to the request for qualifications is incorporated as part of the Proposal. The checklist will be used to establish the minimum requirements to pre-qualify as a potential Prime Contractor. The proposer must represent that all minimum requirements have been met to prequalify. The minimum requirements will not be verified until the Proposal has been submitted. If it is found during the review process that the Proposer does not in fact meet all of the minimum requirements the proposer will immediately be disqualified.

In addition to the State of Qualifications, provide five (5) relevant project examples using the Key Personnel/Relevant Projects form provided as Attachment D of this RFQ. The project examples must show that the Proposer's Team submitted within their Proposal has the relevant experience and that the Proposer has the resources required to successfully complete the types of projects listed in Section II A., Scope of Services. Include resumes of key personnel as an appendix to the Proposal. The number of pages per resume is not limited, but the information within the resume should be relevant to show that they are qualified in their specified role. Refer to Attachment A definition for list of Key Personnel.

### D. Project Approach. Provide a conceptual description of your approach for managing and performing the work during preconstruction and construction addressing the following topics:

- a. Discuss how the preconstruction and construction processes will interface (including how constructability issues, construction document packaging, value engineering and risk issues will be addressed).
- b. Describe the process that will be used to attempt to utilize quality subcontractors located within Greeley, Weld County, and Northern Colorado.
- c. Describe the process for developing the cost proposals (defined by the Owner and including the approach to establishing contingency).
- d. Prepare a table using the list of potential projects under Section II and provide the percentage of the work that would be self-performed and which subcontractors would be used and their roles.

### E. Contractor's Rates. The Prime Contractor shall provide fixed rates for labor during both preconstruction and construction phase services for the first year (through December 31, 2023) of the contract. The proposer shall fill in the rate schedules provided as Attachment B of this RFQ. Additional spaces have been provided to allow the Proposer to add additional equipment and labor categories. If a piece of equipment or labor category does not apply, then that information does not need to be filled in.

The Proposer shall also fill in the Price Proposal Spreadsheet included in Attachment B. Instructions for filling in the Price Proposal Spreadsheet is included. The rates used to complete the Price Proposal will be used throughout the term of the contract.

In summary, the Proposer shall provide the following:

- a. Labor rate schedules.
- b. Equipment rate schedules.
- c. Price Proposal Spreadsheet.

**F. 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.

**G Qualification Acknowledgement**

Include this form as provided in Exhibit 1.

**H. Certificate of Insurance**

A sample Certificate of Insurance is provided in Exhibit 3.

**I. Debarment Form**

Include this form as provided in Exhibit 4.

**SECTION VI. EVALUATION AND AWARD**

**A. Qualifications Evaluation**

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

If the City requests presentations by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. [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 great detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to qualification information to assist the City in selecting the most qualified offeror for this contract. Following are the evaluation criteria that will be used. Criteria will be assigned a points value.

*[List Evaluation Criteria here:](#)*

Proposal Comparative Evaluation Criteria:	Points Available
Company Qualifications	
Project Team Key Personnel	30
Project Experience	25
Project Approach	15

Contractor's Rates	30
Total	100

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

**B. Determination of Responsibility of the Offeror**

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

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

## **COOPERATIVE PURCHASING STATEMENT**

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



**EXHIBIT 1  
PROPOSAL ACKNOWLEDGEMENT**

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

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

By signing below, you agree to all terms & conditions in this RFQ, except where expressly described in your cover letter.

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

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

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

\_\_\_\_\_  
Title

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

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

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

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

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

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

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

**Project Manager:**

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

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

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

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

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

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

**EXHIBIT 2**  
**SAMPLE CONTRACT**

(Incorporated by Reference)

**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"/> OTHER 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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**EXHIBIT 4**  
**DEBARMENT/SUSPENSION CERTIFICATION STATEMENT**

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

DUNS # (Optional) \_\_\_\_\_

Name of Organization \_\_\_\_\_

Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# Attachment A

## Definition of Terms

The definitions of some of the capitalized terms used in this RFQ are presented below:

**Construction Cost Index (ENR)** - The term "Construction Cost Index" shall mean the *Engineering News Record's* Construction Cost Index for the time period designated by the City. The 20 cities average is used as a benchmark.

**Prime Contractor** – The entity that will enter into the Contract with the Owner and that will be the single point of accountability to the Owner for delivery of the services and the Project.

**Contract Documents** – Documents applicable to and specific to the construction of an individual Project, including the Contract and all other documents executed by the Contractor and Owner covering the performance of the work including but not limited to Specifications, Insurance Requirements, Contract Drawings, Conditions of the Contract (General and Supplementary), Owner Contractor Agreement, all Addenda, all change orders issued after execution of the Contract, Performance and Payment Bonds, and any other special provisions.

**Design Engineer** – An independent engineering firm or owners staff engineer that provides professional design services and be in responsible charge of the design, leading to the completion of documents deemed ready for construction.

**Construction Contract** – The contract, including the agreement and all of its attachments, presented as RFQ Exhibit 2 (Master Construction Services Contract with Work Orders).

**General Conditions** - The General Conditions of the Contract are those terms and conditions contained in this document entitled the "Standard General Conditions of the Contract between Owner and Construction Manager At Risk."

**Key Personnel** – The individuals, employed by Prime Contractor and subcontractors who would fill certain key roles in delivery of the Project and related services, including the following positions: project manager, superintendent, estimator, and safety manager.

**Minimum Qualification Requirements** – The requirements set forth in Attachment C, Statement of Qualifications Checklist of this RFQ that, at a minimum, must be satisfied (or waived by Owner) in order for the Proposal to be evaluated and ranked according to the comparative evaluation criteria.

**Owner** – City of Greeley

**Project** – Non-Potable Irrigation Infrastructure On-Call Prime Contractors.

**Project Team** – The Prime Contractor's and subcontractors' Key Personnel and any additional firms included in the Proposal.

**Proposer** – The entity responding to this RFQ by submitting the Proposal.

**Subcontractor** – Any person, firm or corporation, other than the employees of the Contractor, who contracts

with the Contractor to furnish labor, material or labor and materials, under this Contract.

**Work** – Work is comprised of all construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

ATTACHMENT B-1 EQUIPMENT RATES			
Equipment List	Hourly Operating Rate	Hourly Standby Rate	Notes
Hydraulic Post Driver			
Auger			
16 inch Diameter			
18 inch Diameter			
24 inch Diameter			
36 inch Diameter			
Boom Truck			
Crane			
60 ton			
90 ton			
Excavator			
CAT 312			
CAT 316			
CAT 320			
CAT 325			
Gradall XL 3100 III			
Gradall XL 4100 III			
Gradall XL 5100 III			
Front End Loader			
Cat 924			
CAT 936			
Rubber Tire Backhoe			
Rotary Cutters			
Bush Hog, Model 326			
Bush Hog, Model 3210			
Bush Hog, Model 2815			
Skid Steer			
Skip Loader/Gannon Box			
Trencher			
Water Truck			
500 gallon			
2,000 gallon			
4,000 gallon			

Equipment List	Hourly Operating Rate	Hourly Standby Rate	Notes
Dump Truck			
8 cy			
10 cy			
12 cy			
14 cy			
Vacuum Truck			
Vacuum Trailer			
Street Sweeper			
Forklift			
4000 lbs capacity			
6000 lbs capacity			
10000 lbs capacity			
12000 lbs capacity			
18000 lbs capacity			
Dozer			
CAT D4			
CAT D5			
CAT D6			
Motorgrader			
Air Compressor			
41 CFM			
103 CFM			
130 CFM			
175 CFM			
400 CFM			
575 CFM			
1100 CFM			
1600 CFM			
Brush Chipper			
6 In			
9 In			
12 In			
15 In			
18 In			
Asphalt Paver			
Welder			
Oxygen/Acetylene			



Equipment List	Hourly Operating Rate	Hourly Standby Rate	Notes
Soil Compaction			
Jumping Jack			
Plate Compactor			
3-5 Ton Vibratory Compactor			
5-8 Ton Vibratory Compactor			
8-10 Ton Vibratory Compactor			
54" Vibratory Sheepsfoot Roller			
66" Vibratory Sheepsfoot Roller			
84" Vibratory Sheepsfoot Roller			
Walk Behind Sheepsfoot Roller			
Trench Box			
16'Lx8'H Trench Box			
Generator			
5kw			
16kw			
25kw			
Pumps			
Submersible Pump 2",2hp			
6" Diesel Trash Pump			
Concrete Vibrator/Generator			
Sandblaster			
Storage Trailer			
Office Trailer			
8' x 24'			
8' x 32'			
10' x 32'			
Service Truck			
Pickup Truck			
Total Station			
Light Plant			
Other			

LABOR RATES

ATTACHMENT B-2 LABOR RATES

Labor Schedule	Rate	Notes
Project Executive		
Managers		
Project Manager		
Preconstruction Manager		
Assistant Project Manager		
Construction Manager		
Project Engineer		
Project Superintendent		
Project Superintendent		
Civil Superintendent		
Mechanical Superintendent		
Estimator		
Surveyor		
Foreman		
Pipefitter		
Carpenter		
Laborer		
Equipment Operator		



ATTACHMENT B-3 PRICE PROPOSAL

**Spreadsheet Instructions:**

Enter values only into the cells highlighted yellow. To arrive at the Proposer's calculated estimate of cost, enter the following values into the table:

1. Estimated 90% Design Documents Contingency as a percentage to be used for the project into cell C12.
2. Estimated General Conditions Fee on an arbitrary \$0.5M construction fee for GMP into cell C13.
3. Proposed Overhead Cost percentage to be used for the project into cell C14.
4. Proposed Profit percentage to be used for the project into cell C15.
5. Estimated insurance and bond fees as a percentage of total construction cost into cell C16.
6. Once cells C12 through C16 are populated, the spreadsheet will calculate the estimated total project cost and return the value to cell C17. This amount is a calculated estimate of total project cost and will be used for Price Proposal Evaluation

*Note: General Conditions Cost and Insurance and Bond Cost shall be in accordance with the definitions provided in the RFP.*

Total Construction Services Fee		
Estimate Contractor Contingency	%-age	0.00%
General Conditions Cost	Lump Sum	\$0
Overhead Cost	%-age	0.00%
Profit	%-age	0.00%
Insurance and Bond Cost	%-age	0.00%
Calculated Estimate of Total Project Cost (For Price Evaluation Purposes)		\$550,000

COST CATEGORY		AMOUNT
<b>CONSTRUCTION SERVICES:</b>		
DIRECT CONSTRUCTION COSTS: (Labor, materials, permanent equipment, subcontracts, etc.)		\$500,000
<i>Estimated Contractor Contingency (assuming GMP development at 90% design milestone)</i>	0.00%	\$0
<b>SUBTOTAL DIRECT CONSTRUCTION COST:</b>		\$500,000
<b>INDIRECT CONSTRUCTION COSTS:</b>		
<i>General Conditions Cost (Job Indirect and Job Staff)</i>		\$0
<b>SUBTOTAL DIRECT CONSTRUCTION + INDIRECT CONSTRUCTION:</b>		\$500,000
<i>Overhead Cost (Project and Home Office)</i>	0.00%	\$0
<i>PROFIT (As a percentage of Subtotal Above)</i>	0.00%	\$0
<b>SUBTOTAL DIRECT CONSTRUCTION + INDIRECT CONSTRUCTION + OVERHEAD + PROFIT</b>		\$500,000
<i>Insurance and Bond Cost</i>	0.00%	\$0
<b>SUBTOTAL DIRECT CONSTRUCTION + INDIRECT CONSTRUCTION + OVERHEAD + PROFIT + INSURANCE + BONDS</b>		\$500,000
Owner's Contingency/Allowances		\$50,000
<b>CALCULATED ESTIMATE OF TOTAL PROJECT COST</b>		\$550,000

# Attachment C

## Statement of Qualifications Checklist

Proposer shall submit the Statement of Qualifications checklist to verify that the proposer meets all project minimum requirements as specified by the Owner. The list is established as the minimum requirements to prequalify for the project and the proposer must represent that all minimum requirements have been met to prequalify for the project. The minimum requirements will not be verified until the RFQ has been submitted. If it is found during the RFQ process that the proposer does not in fact meet all of the minimum requirements the proposer will be removed from the qualified contractor list.

### **Minimum Qualification Requirements**

- The Prime Contractor has performed at least five projects in the last five years meeting the following requirements.
- The Proposer's Project Key Personnel has constructed at least five projects in the last five years with at least \$1,000,000 in contract amount of similar scope. Projects may include but not be limited to raw water infrastructure conveyance projects such as buried pipelines, irrigation ditches, pond lining, pump station construction and retrofit. Complete five relevant Project Key Personal/Relevant Project examples using Attachment D.
- Proposed Project Managers and the Field Superintendents demonstrate a minimum of 10 years of applicable experience.
- The Proposer has the bonding capacity to add a minimum of \$5,000,000 bond value to existing bond commitments.
- The Proposer has the ability to self-perform a minimum of 51% of the construction services is required.

By signing below I am certifying that the following requirements have been met. I understand that during the review of the RFQ that if any of the following requirements have not been met that I will be removed from the qualified contractors list.

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

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

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

# Attachment D

## Key Personnel/Contractor Relevant Project Form

Project No. \_\_\_\_\_ (Enter 1, 2, 3, 4, 5...)

Project Name and Location \_\_\_\_\_ Month/Year Completed \_\_\_\_\_

Owner, Main Point of Contact Name, and Phone Number \_\_\_\_\_

Bonding Company and Phone Number \_\_\_\_\_

Brief Project Description

---

---

---

---

---

Project Manager \_\_\_\_\_ Project Superintendent \_\_\_\_\_

Initial/Final Contract Duration (Provide explanation for any delays) \_\_\_\_\_

---

Initial/Final Contract Amount (Provide explanation for any increase) \_\_\_\_\_

---

Explanation of challenging aspects of the project and how these challenges were successfully alleviated.

---

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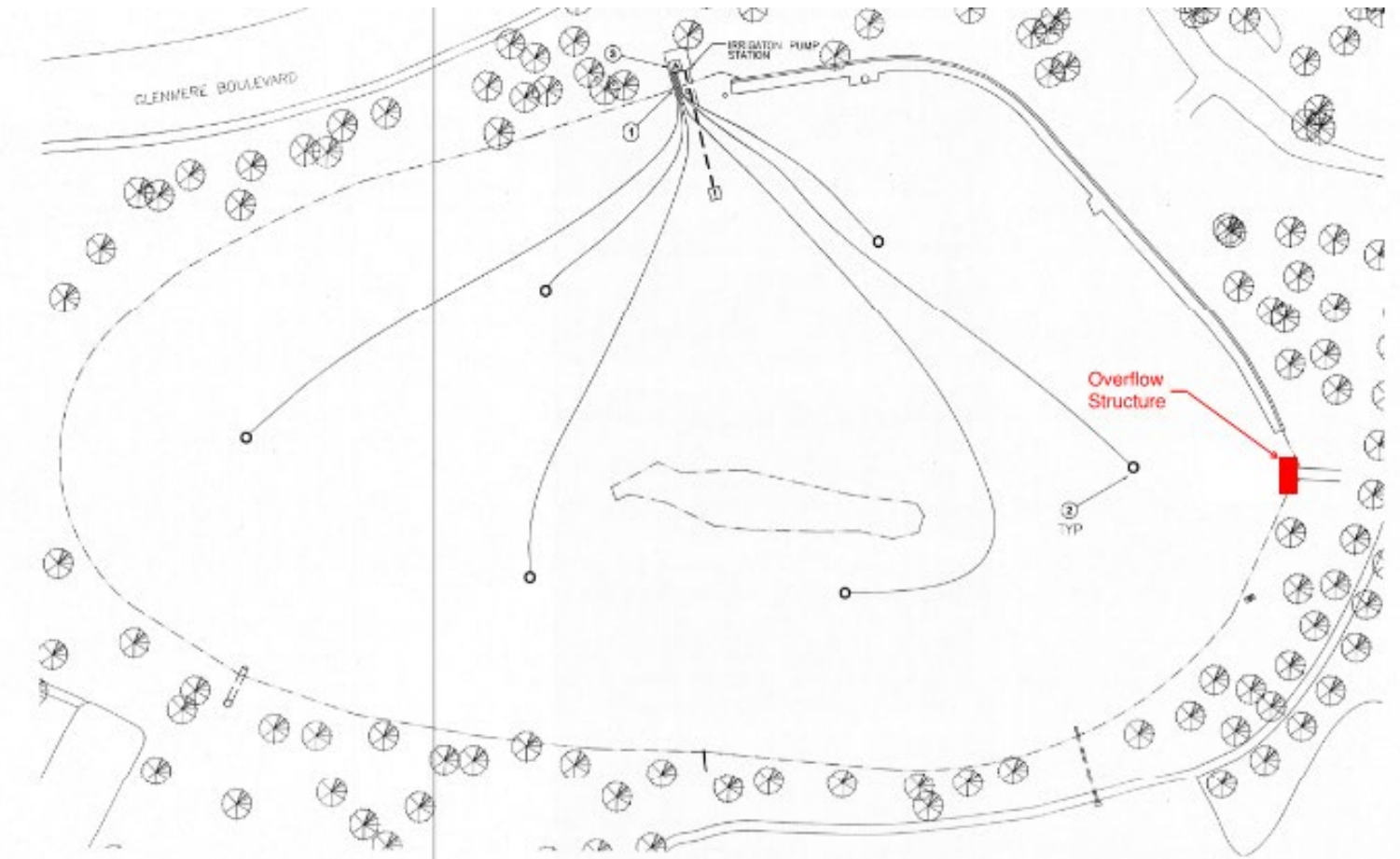
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# **Attachment E**

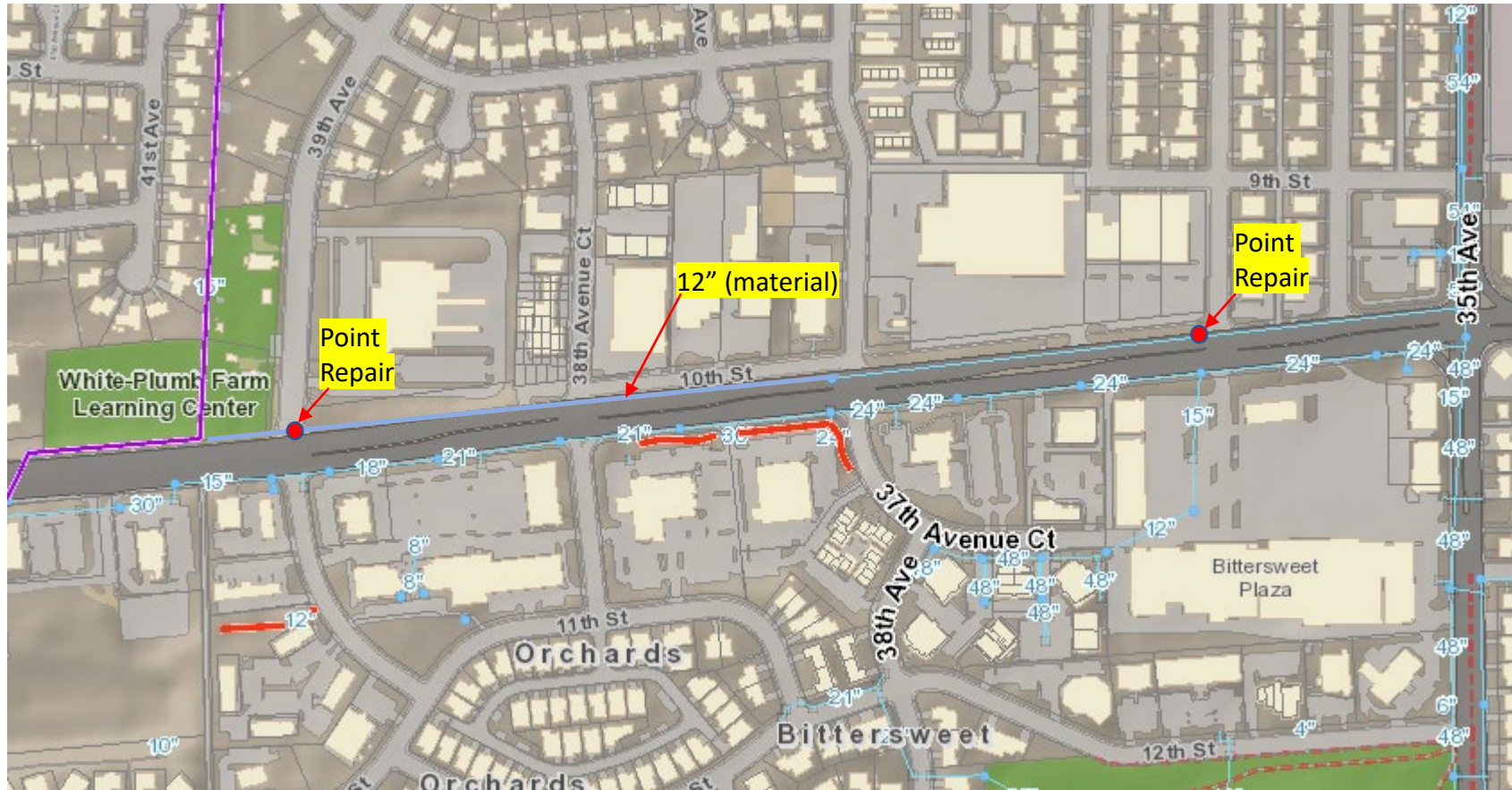
## **Potential Projects Information**

# Glenmere Park Pond Overflow Structure

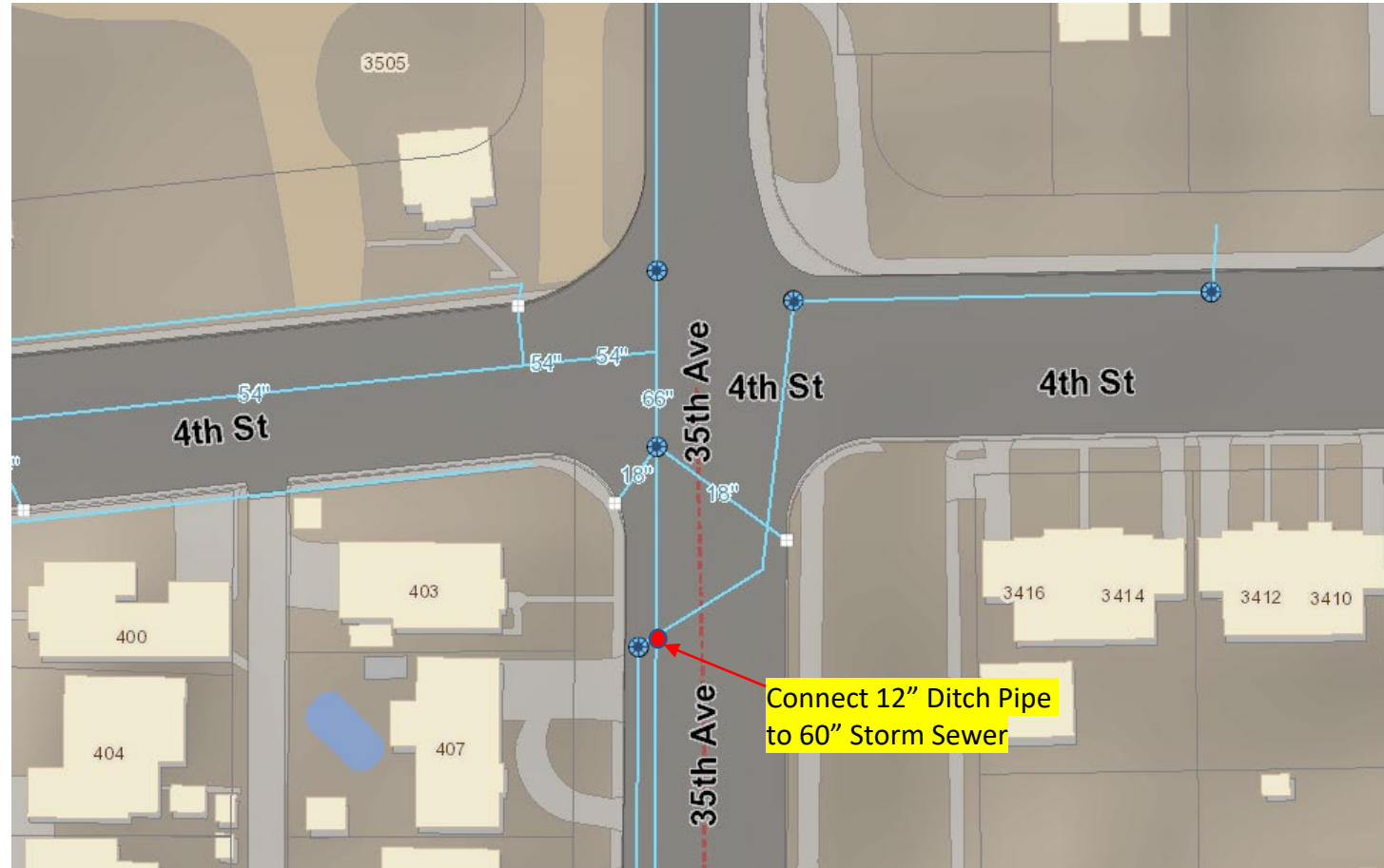




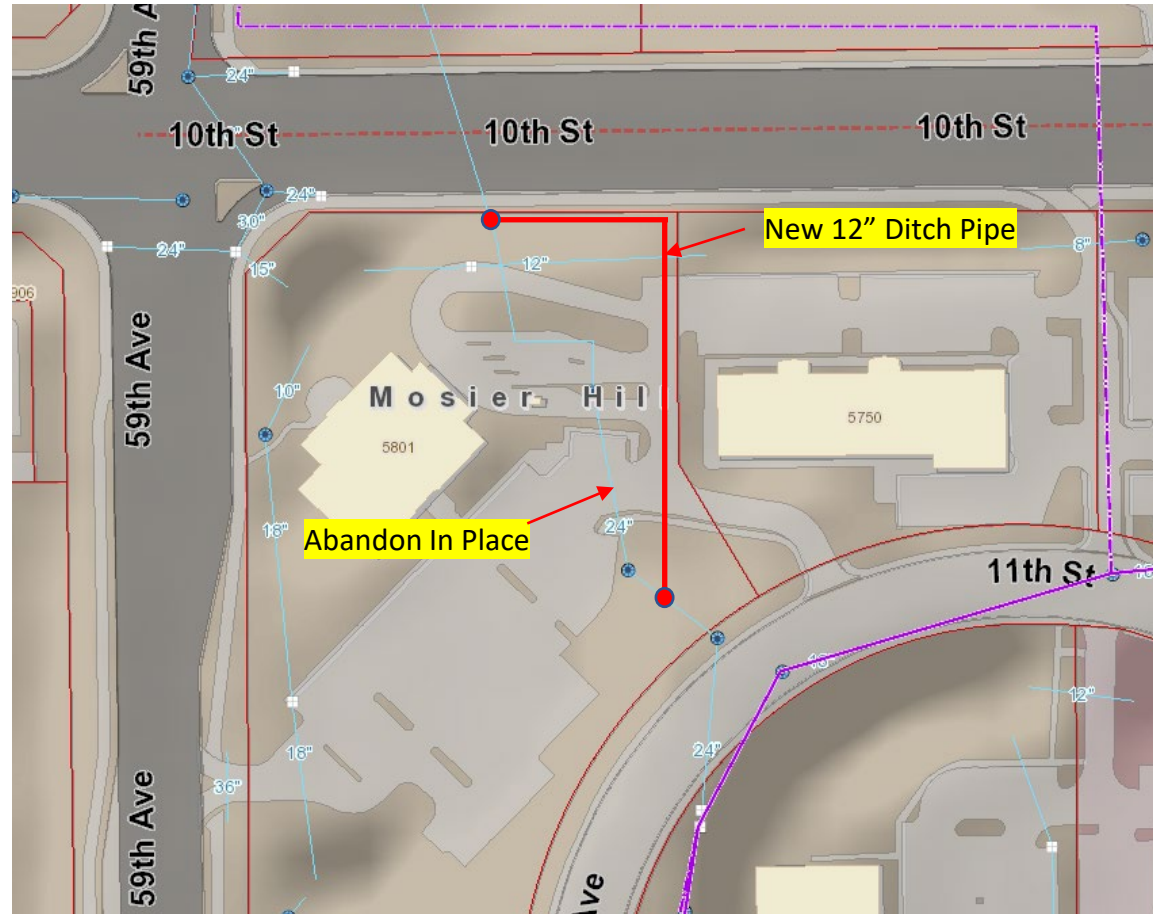
# 10<sup>th</sup> Street Line to Poudre Ponds/ Ditch Point Repairs



# 10<sup>th</sup> Street Line to Poudre Ponds/ Ditch Pipe to Storm Pipe Connection



# Grapevine Ditch Realignment



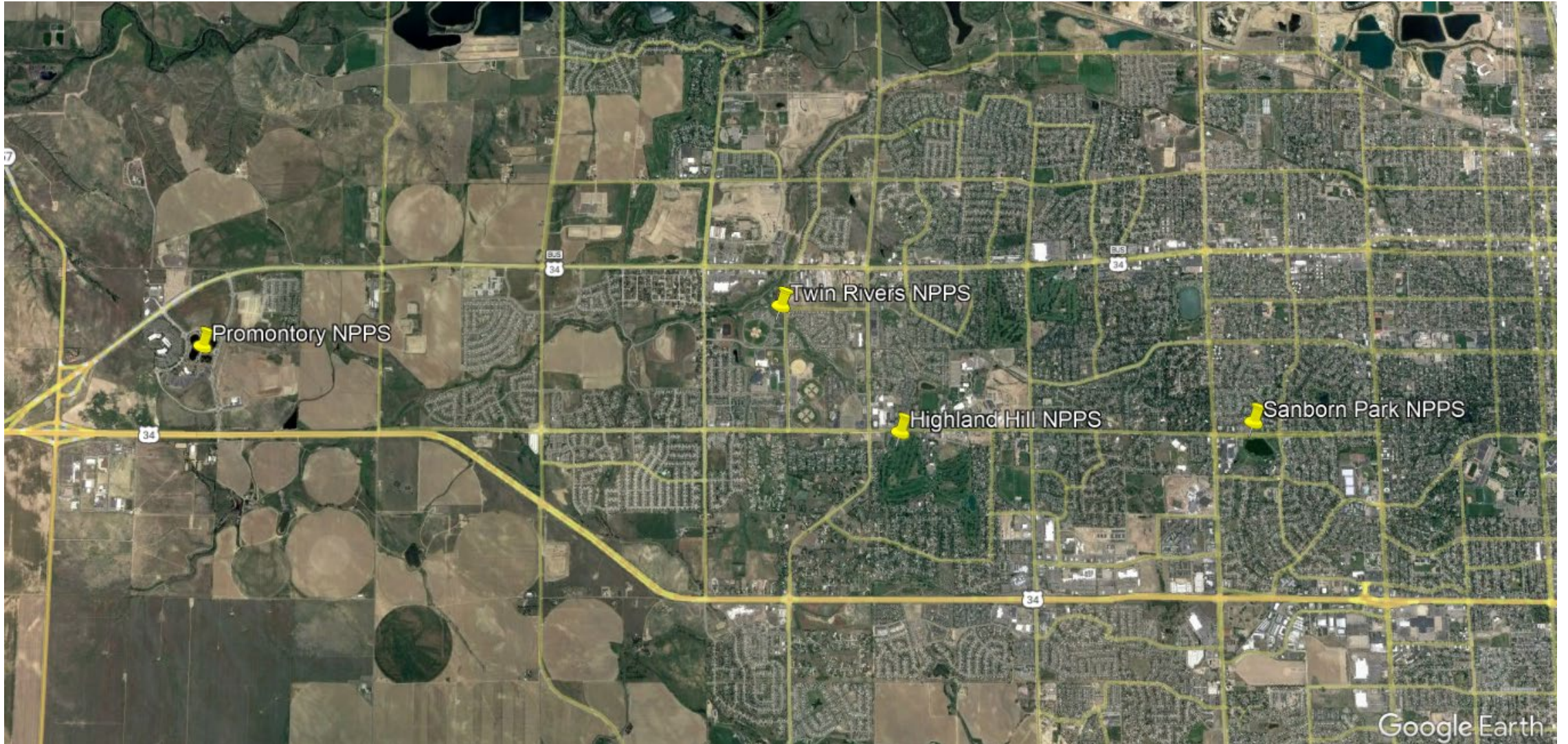


# Pump Station Upgrades



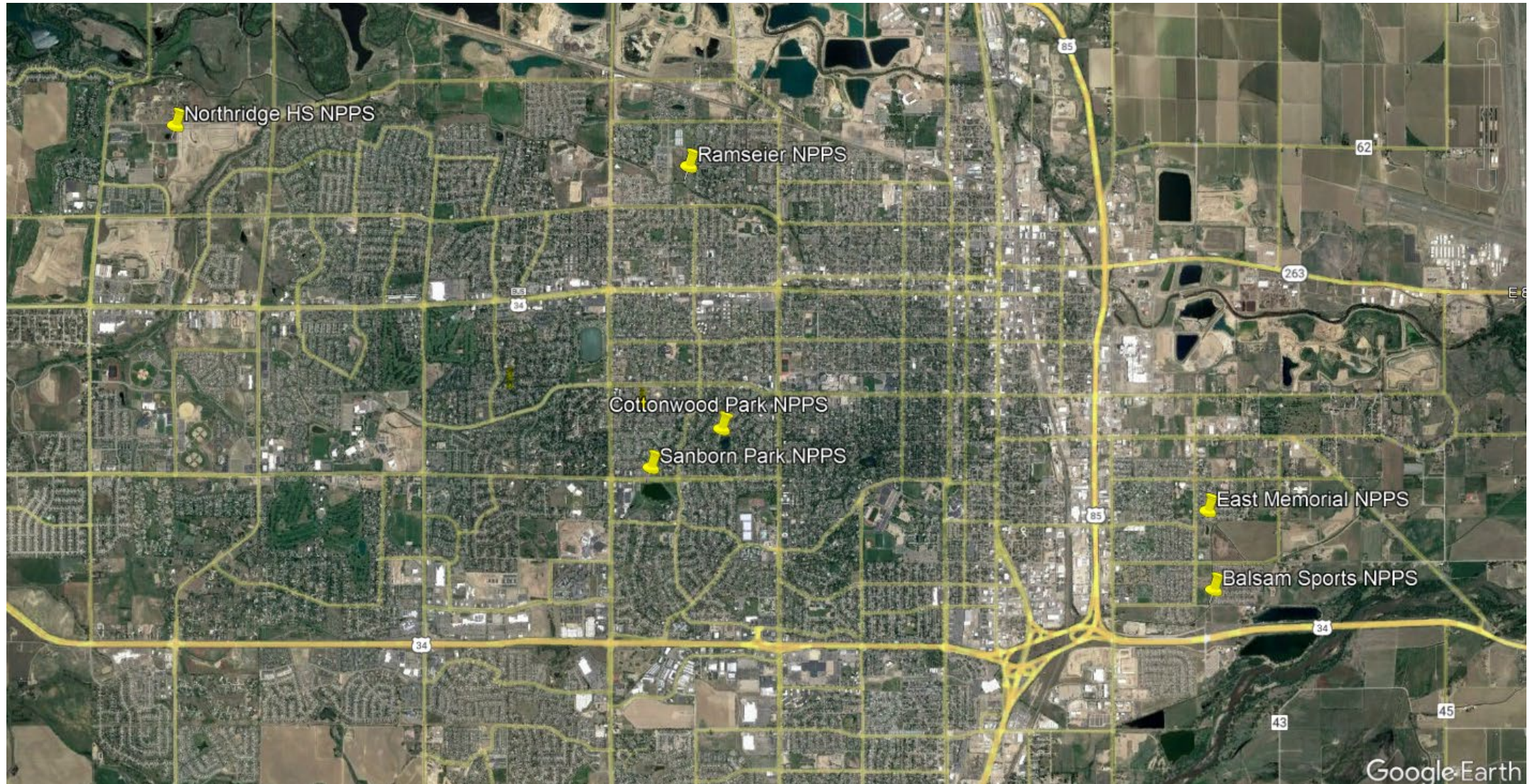


# Pump Station Slide Gate Replacements



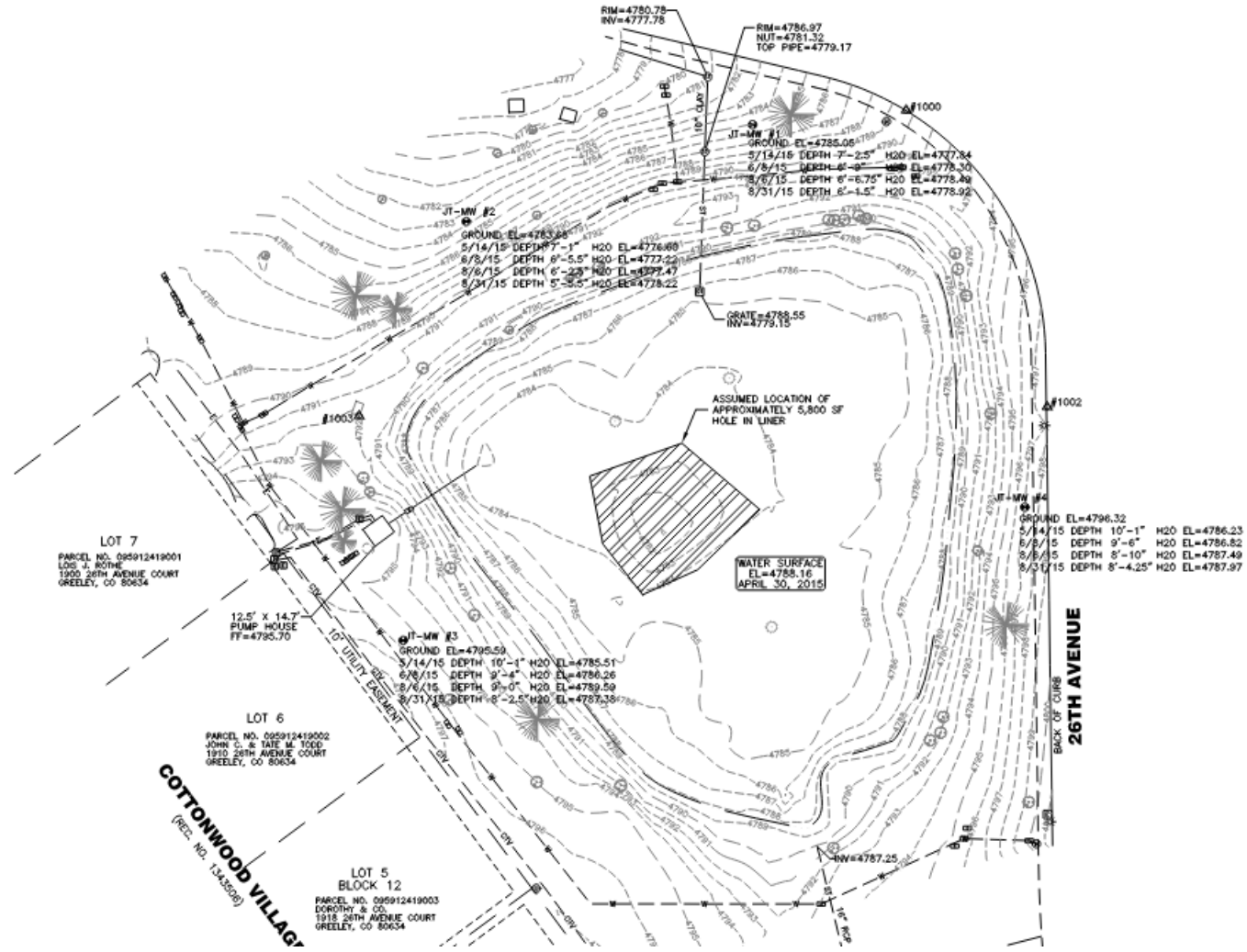


# Pump Skid Filter Replacements

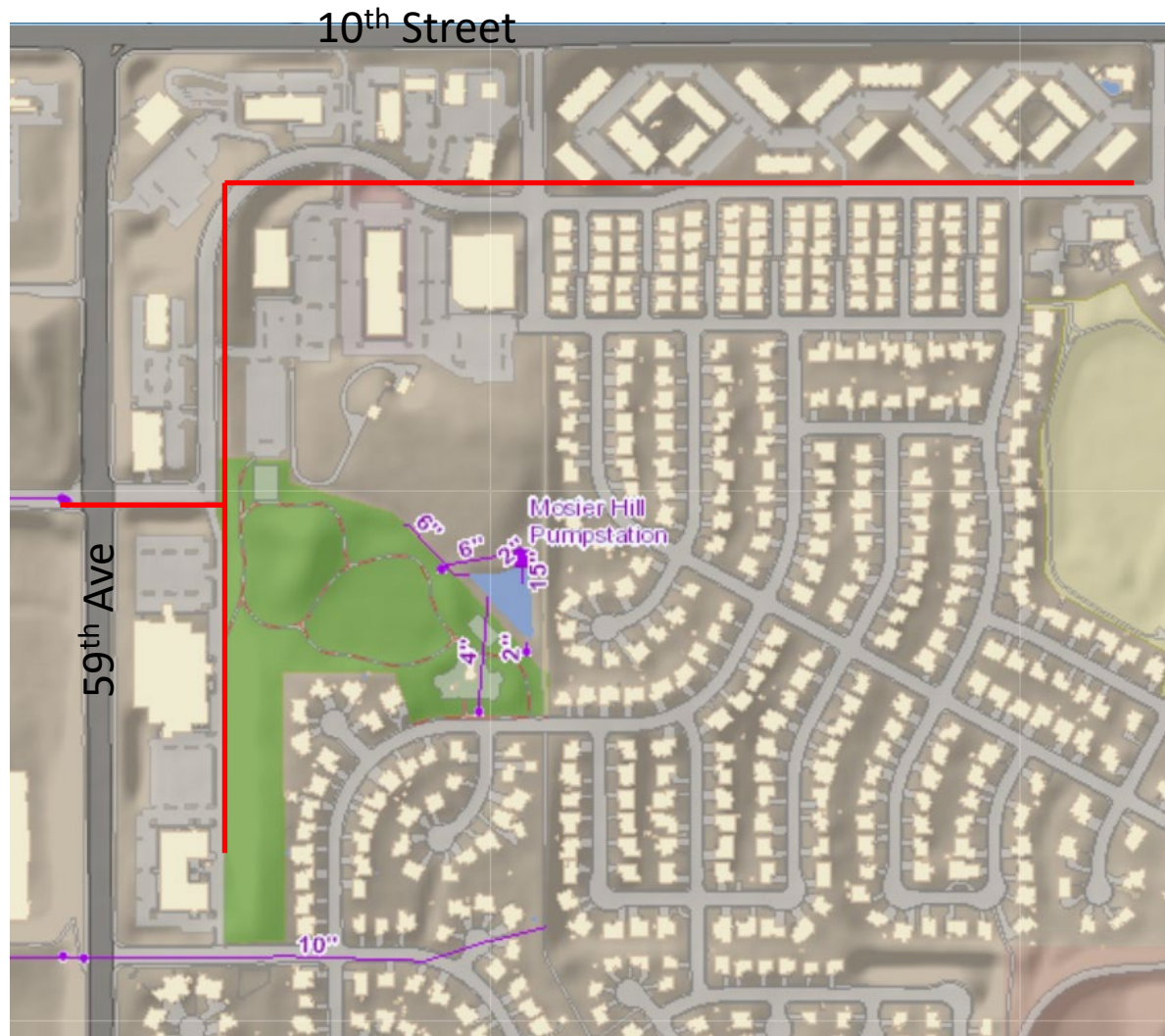




# Cottonwood Park Pond Liner



# Mosier Hill Development Conversion

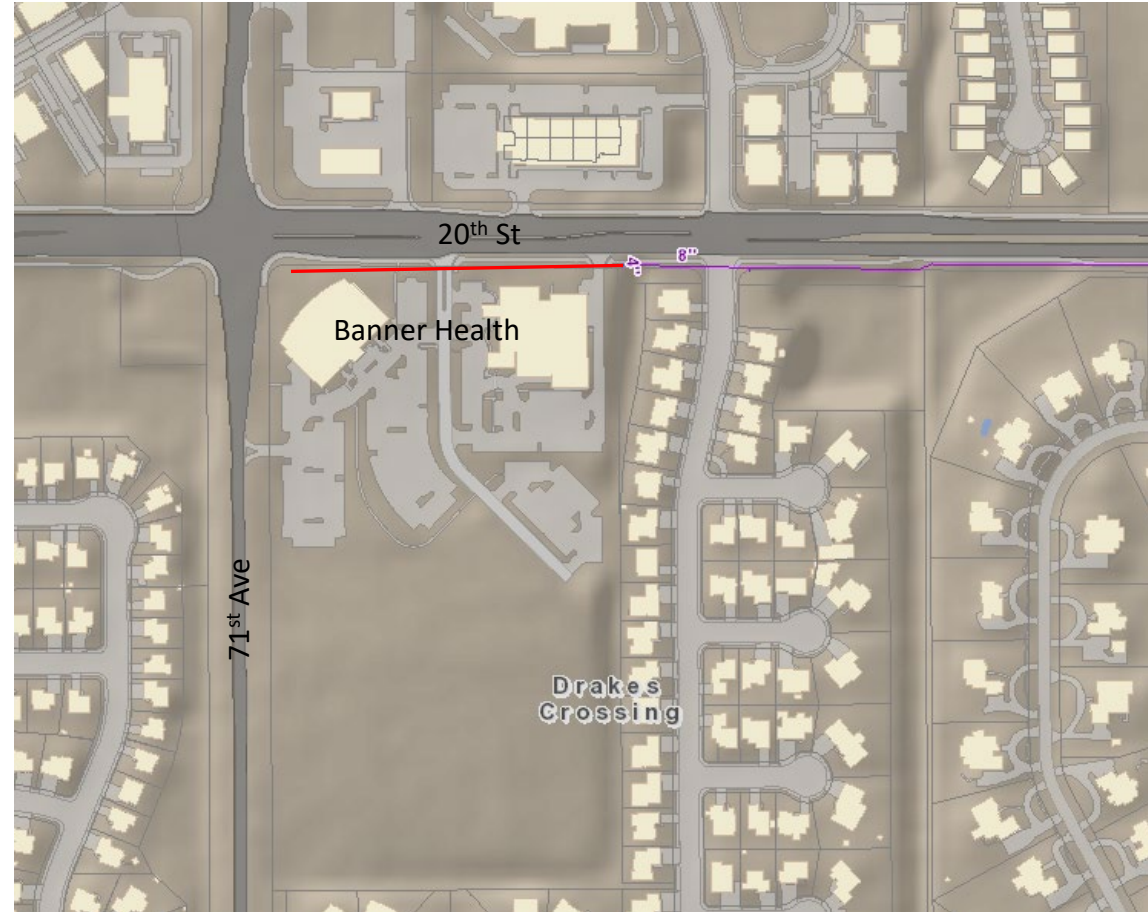




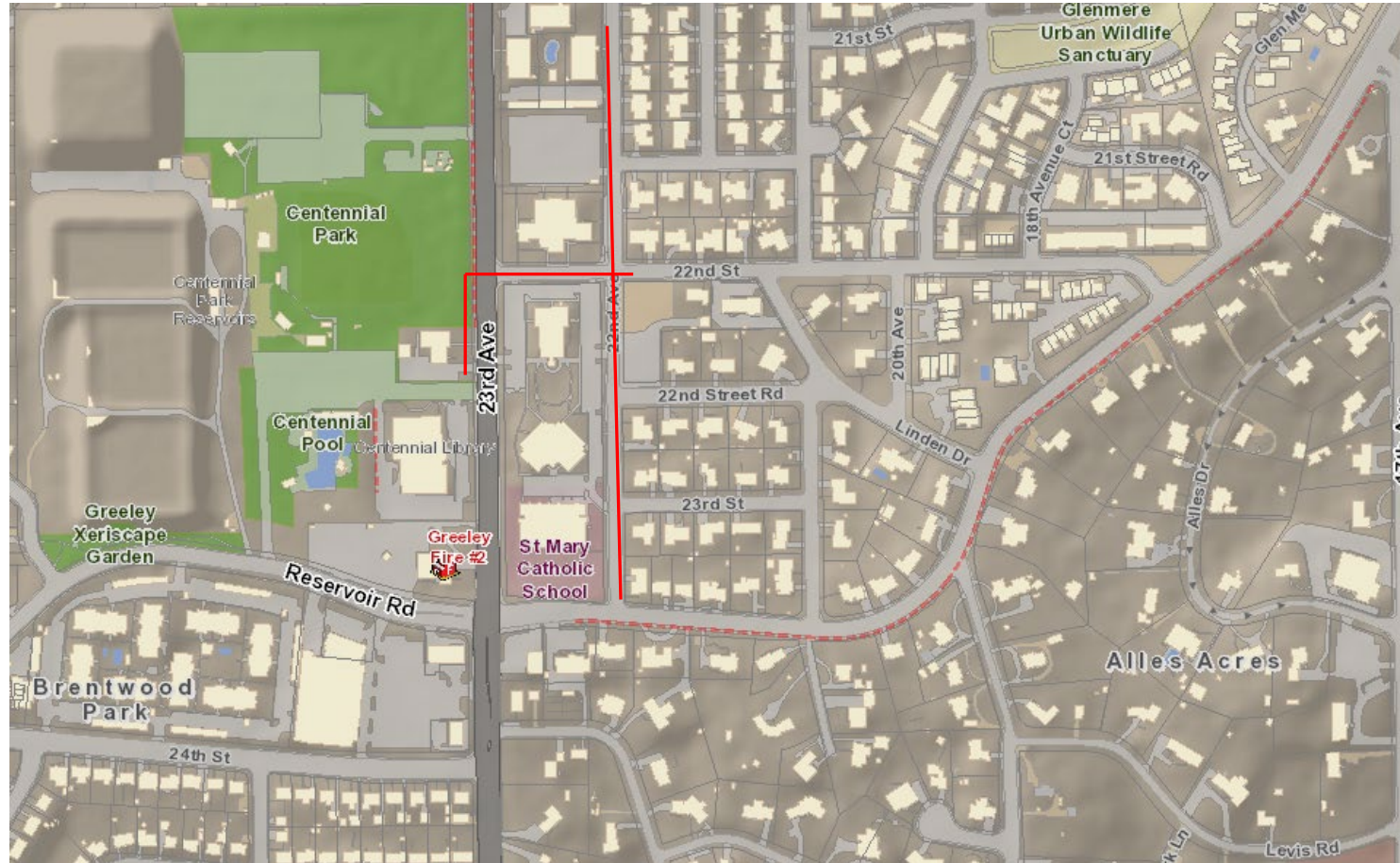
# Fox Hill Office Park Condos Conversion



# Drakes Crossing Development Conversion

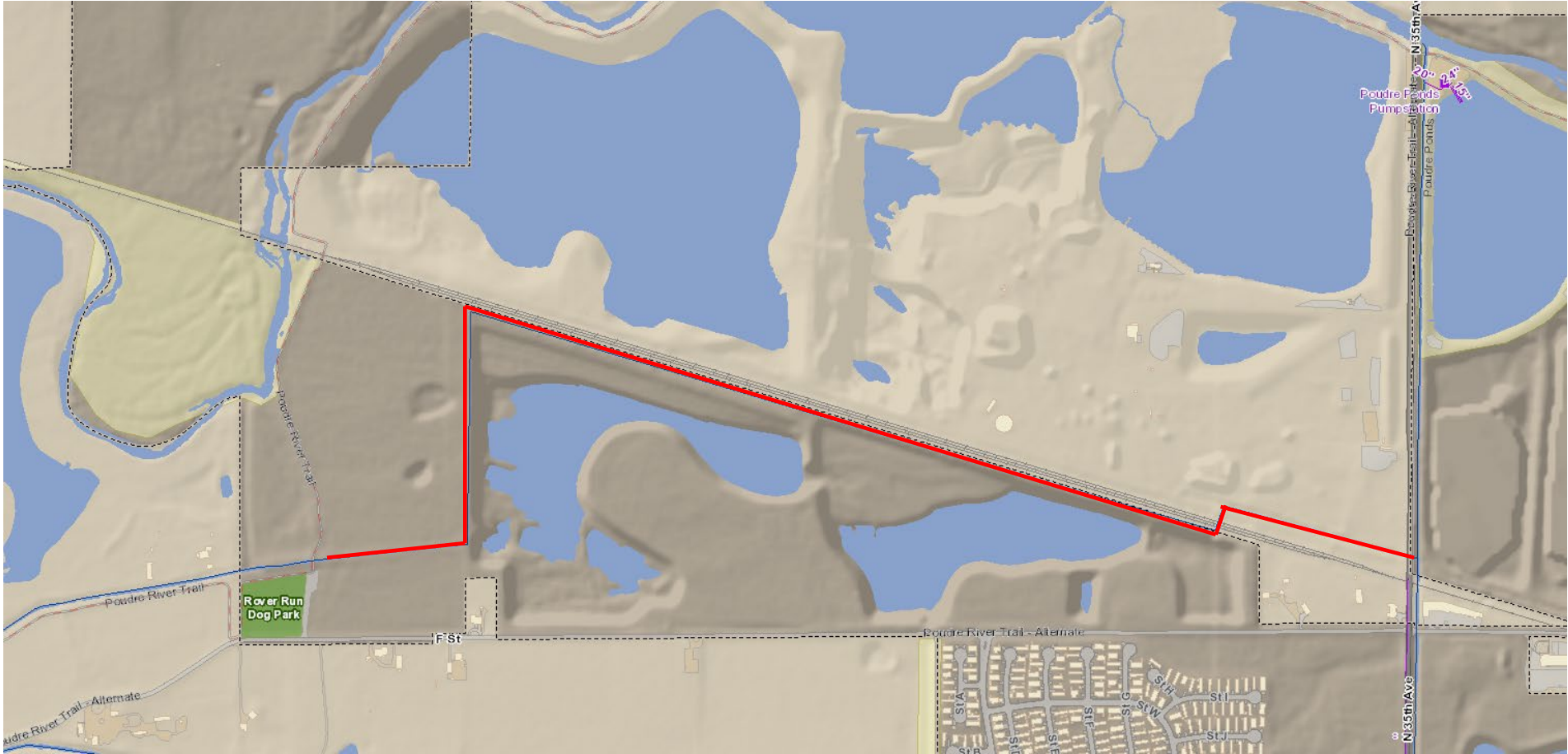


# Centennial Park to 23<sup>rd</sup> Ave. Conversions





# Boyd-Freeman Ditch Improvements



ATTACHMENT F  
WIFIA REQUIREMENTS

The City may use Water Infrastructure Financing and Innovation Act (WIFIA) loans to fund projects associated with this contract. As such, contractors must comply with all federal requirements for projects funded by WIFIA loans.

The following requirements are based on information taken from the “WIFIA Program Borrower Guide to Federal Requirements”. This reference can be downloaded via this address:

[https://www.epa.gov/sites/default/files/2021-03/documents/wifia\\_borrower\\_guide\\_to\\_federal\\_requirements.pdf](https://www.epa.gov/sites/default/files/2021-03/documents/wifia_borrower_guide_to_federal_requirements.pdf)

**ECONOMIC AND MISCELLANEOUS AUTHORITIES** - Contractors and their subcontractors shall register under the governmentwide System for Award Management (SAM). The city will check registrations under SAM. Contractors that are found to be debarred or suspended under Executive Order 12549 are excluded from activities in which projects are funded by WIFIA loans. Therefore, contractors that are debarred or suspended will not be considered for contracts with the city.

**CIVIL RIGHTS, NON-DISCRIMINATION, AND EQUAL EMPLOYMENT OPPORTUNITY AUTHORITIES** - Contractors shall be required to comply with civil rights laws and regulations and be an Equal Employment Opportunity employer to be considered for contracts with the city. Refer to Subpart B-Contractors’ Agreements which is attached to this Addendum for additional information.

**EQUAL EMPLOYMENT OPPORTUNITIES** - Contractors shall also abide by requirements of the “Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity” as described at 41 CFR Part 60-4.

Contractors and their subcontractors shall meet the following good faith efforts. There are no specific requirements for implementing each of the efforts as long as the effort is shown. Contractors shall maintain proper records demonstrating that these good faith efforts were applied during contract procurement.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs, arrange time frames for contracts, and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State, and Local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in items 1 through 5.

AMERICAN IRON AND STEEL (AIS) REQUIREMENT - Contractors shall abide by the American Iron and Steel (AIS) requirements per statute 33 U.S.C. § 3914. Contractors shall maintain up-to-date records on AIS certifications for products purchased and installed on the project. Contractors shall assist the city with providing AIS documentation for installed products to show compliance with AIS requirements to avoid a non-compliance event.

LABOR LAWS AND STANDARDS – WIFIA loans are subject to Davis-Bacon requirements. The current wage determination will be used for projects funded by WIFIA loans in place of the Contractor’s wage rates submitted within their proposal where applicable.

Contractors shall submit certified payrolls on a weekly basis and show that payroll reports are accurate and paid wages are consistent with the contract’s wage determination and overtime requirements.

BUILD AMERICA, BUY AMERICA ACT (BABA) – Contractor shall periodically submit documentation to demonstrate continued compliance with the BABA requirement. Key borrower responsibilities for implementation include. Contractors shall submit BABA certifications for products purchased and installed on the project.

# Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

## Subpart B – Contractors’ Agreements

### SEC. 202

Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers’ representative of the contractor’s commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

The issuance of a loan under the WIFIA program constitutes an action that triggers an environmental review of the project scope covered by the loan