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**CITY OF GREELEY  
Purchasing**

**Request for Qualifications  
RFQ #F24-10-091**

**Owners Representative for West Side Development**

**for**

**DEPARTMENT OF PUBLIC WORKS**

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**REQUEST FOR QUALIFICATIONS (RFQ)  
RFQ #F24-10-091**

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

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

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

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

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

Qualifications shall be submitted in a single PDF file under 20MB. The Qualifications must not exceed 25 total pages, excluding cover letter, index or table of contents, front and back covers, billing rate schedule, any mandatory required exhibits, and title pages/separation tabs. Pages shall be 8 ½ x 11 inch except for up to four (4) pages of 11 x 17 inches. Eleven-point font or larger must be used for the qualifications and appendices. Resumes and billing rates, if included as an appendix are not considered part of the 25 pages.

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

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

<b>Schedule of Events (subject to change)</b>	<b>All times are MST</b>
RFQ Issued	10/24/2024
Pre-Qualification Conference	Not anticipated at this time
Inquiry Deadline	10/30/2024 by 2:00 p.m. (MST) emailed to <a href="mailto:purchasing@greeleygov.com">purchasing@greeleygov.com</a>
Final Addendum Issued	11/6/2024
Qualifications Due Date	11/13/2024 by 2:00 p.m. (MST) emailed to <a href="mailto:purchasing@greeleygov.com">purchasing@greeleygov.com</a>
Interviews (tentative)	11/18/2024-11/27/2024
Notice of Award (tentative)	12/6/2024

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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 ~\$540M with a fiscal year that starts Jan 1<sup>st</sup>, and employs over 1200 employees. The City of 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.

The Westside Project is a significant development collaboration between The Water Valley Company (TWVC), a prominent Colorado developer, and the City of Greeley. Located on the west side of Greeley (north of US HWY 34, west of US Highway 257 and east of Weld County Road 17), this approximately 800-acre large-scale, mixed-use project aims to capitalize on the city's rapid growth by creating an entertainment district and transit-oriented development (TOD) that integrates residential, commercial, and public spaces like a water park and a new home for the Colorado Eagles. The project is designed to provide new housing options, attract businesses, and enhance the overall livability of Greeley.

This collaboration between TWVC and the City of Greeley was memorialized on July 30<sup>th</sup> through a Memorandum of Understanding (MOU) which outlines the framework for collaboration on the Westside Project. The MOU establishes the responsibilities of both parties, including the City's role in supporting infrastructure improvements, such as transportation and utilities, and TWVC's commitment to delivering high-quality entertainment district elements including an ice hockey arena, hotel, and waterpark, residential, commercial, and public spaces. It also highlights the shared goals of promoting sustainable growth, enhancing mobility through transit-oriented development, and fostering economic opportunities. The MOU serves as a foundational agreement to guide further detailed negotiations and project execution, ensuring alignment between public and private interests.

The infrastructure included in Phase 1 of this project includes intersection improvements at the Weld County Road (WCR) 17 and US 34 intersection, a grade separated 131<sup>st</sup> Ave across US 34, a center loading mobility hub and a transit center. The work also includes significant water, non-potable and sanitary sewer and stormwater improvements to support this development. The total cost of the infrastructure is expected to be in the \$300 million - \$400 million range.

### **B. Overview**

The City of Greeley invites qualified firms to submit statements of qualifications to provide Owner's Representative services for the planned entertainment district and Transit-Oriented Development (TOD) on the west side of Greeley. The selected firm will represent and support the City in managing the development process from concept through completion, ensuring that the project is delivered on time, within budget, and to the highest quality standards.

The project aims to create a mixed-use development that integrates sports and entertainment, residential, commercial, and public spaces around a new intercity transit hub. The development will enhance mobility, promote sustainable growth, and provide a vibrant community space.

Key elements of the project include:

- Entertainment venues including ice hockey arena, hotel, water park, convention space, food & beverage
- A central intermodal transit station with connections to intercity, regional and local transit services
- Water, sewer and stormwater infrastructure
- Other utilities such as power, gas and communications
- Mixed-use buildings featuring retail, office, and residential units
- Public spaces such as a water park, plazas, youth center and stadium
- Sustainable design and construction practices

The owner's representative will act as an extension of the City, for the Westside Project ensuring effective coordination, oversight, and management of this large-scale, mixed-use development. As the project involves complex interactions between public infrastructure, transportation planning, residential, and commercial development, multiple stakeholders including but not limited to Federal entities, surrounding Cities and towns, Weld County, Colorado Department of Transportation and multiple private utilities, the selected owner's representative will need to show significant experience with similar projects of this magnitude. This role is crucial for maintaining project timelines, ensuring adherence to city, state and federal regulations and supporting the City. Having an experienced owner's representative will help protect the city's interests, ensuring that the development aligns with Greeley's strategic growth goals while delivering long-term economic and social benefits.

### **C. Goals**

The goal of the owner's representative for the Westside Project are to ensure the successful execution of the development in alignment with the City of Greeley's strategic priorities. This includes overseeing project milestones, preparing and completing procurement packages, such as RFQs for a Construction Manager/General Contractor (CMGC), ensuring compliance with zoning, safety, and environmental regulations, and maintaining transparent communication between the city, TWVC, and other stakeholders. The owner's rep will also focus on managing costs and schedules, minimizing risks, and ensuring the project enhances transportation infrastructure, mobility, and community livability. Ultimately, the goal is to deliver a well-coordinated, sustainable, and economically beneficial development that meets the long-term needs of City of Greeley's growing population.

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

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

#### **Program Management Overview**

Although the Owners Representative will be called upon to provide a comprehensive array of program planning, management and oversight capabilities, firms should expect to actively lead and support the City to effectively and efficiently manage critical program-level functions in the delivery of the West Side Project. Functions may include, but are not limited to:

- **Early Planning Phase** - The owner's representative will represent the City in conducting a thorough site analysis, reviewing geotechnical conditions, parking and transportation impacts, utility requirements, and noise and light emissions to identify potential risks to the City. They will also evaluate permitting and inspection requirements and ensure that all findings align with the project's budget and timeline. The representative will assist in developing the infrastructure through visioning sessions with the City, ensuring it supports the venue's scale, elements, and aesthetics. This program will be presented in both matrix and narrative form for the City's approval. Additionally, the owner's representative will collaborate with the Master Developer to create a Concept Design Package, which will include site plans, layouts, elevations, and renderings.

The owner's representative will also be responsible for reviewing and approving the construction cost estimates, ensuring they align with the Venue Program, Concept Design Package, and the City's expectations. They will oversee the development of a comprehensive project budget, encompassing all critical components such as land acquisition, design services, construction costs, and contingencies. Finally, the representative will create a Summary Master Schedule, breaking down the project into major components and assigning responsibility for each part, while incorporating the Master Developer's schedule to ensure coordinated and timely project delivery.

- **Pre-Development Phase** - The owner's representative will play a critical role by reviewing and analyzing various studies, including local market demand, master planning, geotechnical, and environmental reports, advising the City on potential risks. They will evaluate and approve key project elements such as the preliminary project development plan, master schedule, site analyses, infrastructure budgets, and comparative site improvement estimates. The representative will also assist in land acquisition negotiations and provide input on tenant options, leases, and economic impact considerations.

Additionally, they will participate in community outreach meetings and document preferred features from comparable venues to inform design decisions.

The owner's representative will be responsible for approving financial models, construction cost evaluations, sponsorship strategies, and funding sources. They will also review risk analyses, prepare risk management plans, and secure necessary coverage policies. Other tasks include assisting the City in establishing project administration guidelines, overseeing the procurement processes for the design and construction teams for work that is the City's responsibility to deliver, and developing approval process flow charts for public agencies and the owner. Finally, the representative will initiate design and preconstruction services, create budget and schedule tracking tools, and establish procedures for managing change orders, budget modifications, and risks.

- Project Administration - The owner's representative's scope of services includes managing consultant selection processes, including developing scope and coordinating the evaluation process with City staff, establishing team communication protocols, legal coordination, and overseeing benchmarking and feasibility studies. They will assist the City in hiring additional consultants such as design teams, construction managers, and public relations professionals. The representative also participates in public and legislative workshops, coordinates legal reviews, and monitors the progress of market, financial, and building program analyses. They establish project procedures, manage project files, coordinate financial controls, and ensure timely design reviews and updates in line with the City's objectives. The selected consultant may also be responsible for support in grant writing for federal and state grants as well as supporting any federal and state intergovernmental agreements, including but not limited to TIFIA processes.
- Project Construction - The owner's representative will handle construction monitoring, including reviewing estimates, value engineering, constructability studies, independent cost estimating, applicable federal rules and regulations such as Davis Bacon and Buy America, and finalizing the project budget. They will assist with zoning and entitlement processes, engage with internal City departments, and help set up procurement strategies. The owner's representative is responsible for managing insurance programs, monitoring local and disadvantaged/minority/women-owned business (D/M/WBE) participation, federal grant requirements and overseeing site preparation, environmental surveys, and remediation.
- Project Post-Construction - The owner's representative will be involved in ensuring all projects are closed out in an organized manner with all as-built information, warranties, O&M manuals, etc received and repositied with the City. The owner's representative will review and approve all construction draw requests ensuring that applicable lien waivers, documentation and work completed is consistent with the project budget and overall project intent. The -owner's representative will also review all change orders and make a recommendation to the City regarding acceptance/ approval. Their involvement extends through tenant relocation, construction administration, commissioning programs, and project closeout, ensuring that all financial accounts and construction documentation are finalized efficiently. This will include completing all requirements as necessary for any state or federal audits.

## **B. Period of Award**

The completion date of providing the required qualifications and services shall be December 31<sup>st</sup>, 2029.

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. The City may send subsequent notices in writing requesting firm pricing for subsequent twelve-month periods as the case may be, all in the City's best interests. 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.

## **SECTION III. ADMINISTRATIVE INFORMATION**

### **A. Issuing Office**

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

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

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

### **C. Inquiries**

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

E-Mail: [Purchasing@greeleygov.com](mailto:Purchasing@greeleygov.com)  
Subject Line: RFQ #F24-10-091

Response to offerors' inquiries will be published as addenda on the Rocky Mountain Bid System in a timely manner. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFQ.

Should any interested offeror, sales representative, or firm find any part of the listed qualifications, specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the Purchasing Contact of such matters immediately upon discovery.

### **D. Insurance**

The successful contractor will be required to provide a Certificate of Insurance (Exhibit 3) or other proof of insurance naming the City of Greeley as "additional insured". Coverage must include COMMERCIAL GENERAL LIABILITY coverage with minimum limits of \$2,000,000, and WORKER'S COMPENSATION coverage with limits in accordance with State of Colorado requirements.

COMPREHENSIVE AUTOMOBILE LIABILITY with minimum limits for bodily injury and property damage coverage of at least \$1,000,000, plus an additional amount adequate to pay related attorneys' fees and defense

costs, for each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of this agreement.

The City shall be named as additional Insured for General and Auto Liability Insurance.

Awarded offeror must present the City with proof of PROFESSIONAL LIABILITY COVERAGE with a minimum limit of \$1,000,000.

#### **E. Modification or Withdrawal of Qualifications**

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

#### **F. Minor Informalities**

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

#### **G. Responsibility Determination**

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

#### **H. Acceptance of RFQ Terms**

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

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

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

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

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

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



**K. Acceptance of Qualifications Content**

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

**L. RFQ Cancellation**

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

**M. Negotiation of Award**

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

**N. Contract**

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

**O. RFQ Response/Material Ownership**

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

**P. Incurring Costs**

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

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

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

**R. Non-Discrimination**

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

**S. News Releases**

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

**T. Certification of Independent Price Determination**

1. By submission of this qualification each offeror certifies, and in the case of a joint qualification each party, thereto certifies as to its own organization, that in connection with this procurement:
  - a) The billing rates in this qualification have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
  - b) Unless otherwise required by law, the billing rates which have been quoted in this qualification have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
  - c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a qualification for the purpose of restricting competition.
2. Each person signing the Request for Qualification form of this qualification certifies that:
  - a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the qualifications and prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above; or
  - b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the qualifications and prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above.
3. A qualification will not be considered for award where (1.a), (1.c), or (2.) above has been deleted or modified. Where (1.b) above has been deleted or modified, the qualification will not be considered for award unless the offeror furnishes with the qualification a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.
4. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

#### **U. Taxes**

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

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

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

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

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

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

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

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

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol and/or marijuana, 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.

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, 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.

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

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

## **SECTION V. RESPONSE FORMAT**

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

### **A. Cover Letter**

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

### **B. Use of Subcontractors/Partners**

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

### **C. Minimum Mandatory Qualifications**

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

### **D. Company Information**

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

### **E. Evaluation Criterion**

Responses to the below should highlight your firm's demonstrated experience serving as an owner's representative on large, complex projects, particularly entertainment districts and transit-oriented developments (TOD) and mixed-use developments; experience with public sector clients, especially municipalities, and familiarity with local, state, and federal regulations; expertise in construction management, and project budgeting, risk management, and coordination with multiple stakeholders.

#### **Evaluation Criterion #1 - Company and Personnel Qualifications**

1. Describe your customer service philosophy.
2. List the number of people that you can commit to working on this project, the proposed project organizational chart and the amount of time each is expected to spend on the project.
3. Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager. For each key personnel, an overview of their role in the project should be highlighted.

4. 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.
5. Describe the methods and timeline of communication your firm will use with the City's project manager, other involved City staff, and other interested parties.

#### **Evaluation Criterion #2 – Project Understanding and Approach to Scope of Work**

1. Describe any project approaches or ideas that you would apply to this project and that you feel would enhance the quality of your services.
2. Describe how the team will handle quality control.
3. Describe how the team would provide innovative or value-added services to enhance project delivery.

#### **Evaluation Criterion #3 - Experience and Expertise**

1. Describe the teams demonstrated experience serving as an owner's representative on large, complex projects, particularly arena and sports anchored, transit-oriented developments (TOD), entertainment and mixed-use developments.
2. Experience with public sector clients, especially municipalities, and familiarity with local, state, and federal regulations. Experience with TIFIA (Transportation Infrastructure Finance and Innovation Act) funding should be outlined in the response.
3. Expertise in construction management, project budgeting, risk management, and coordination with multiple stakeholders.
4. Relevant past project examples, especially in similar geographic areas or community contexts like Greeley.
5. Describe the manner in which you would carry out coordination of the projects multiple development elements efficiently and effectively as those elements are set forth under "Program Management Overview," above.
6. Set forth your time estimation (general schedule) for each phase as follows: (a) Early Planning Phase; (b) Pre-Development Phase; (c) Project Administration; (d) Project Construction; and (e) Project Post-Construction.
7. The project timeline is critical for the success of this project (design must start in January 2025), please outline how your firm is equipped to facilitate an expedited timeline.
8. Provide information from at least three accounts of similar scope. Include, at a minimum, the following information:

1) company name, 2) contact name, 3) phone number, 4) fax number, 5) email address, 6) brief description of project scope, timeline and value, 7) status of project.

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

#### **F. Qualification Acknowledgement**

Include this form as provided in Exhibit 1.

#### **G. Certificate of Insurance**

A sample Certificate of Insurance is provided in Exhibit 3.

#### **H. Debarment Form**

Include this form as provided in Exhibit 4.

## SECTION VI. EVALUATION AND AWARD

### A. Qualifications Evaluation

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

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

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

1.	Company and Personnel Qualifications	20 Points
2.	Project Understanding and Approach to Scope of Work	30 Points
3.	Experience and Expertise	50 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 proposal.

### 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 through at least December 31<sup>st</sup>, 2025. Direct expenses, whether by prime or sub-consultant will be direct pass through to the City and no markup will be allowed on direct expenses. Mileage, hotel and per diem expenses will be per Federal/IRS guidance. **Billing rates will not be part of the evaluation process and will not be considered by the selection team. The City will negotiate mutually acceptable terms and escalation in the billing rates per subsequent year(s) of the contract.**

### C. Determination of Responsibility of the Offeror

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

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

## **COOPERATIVE PURCHASING STATEMENT**

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

**EXHIBIT 1  
QUALIFICATION ACKNOWLEDGEMENT**

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

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

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

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

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

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

\_\_\_\_\_  
Title

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

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

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

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

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

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

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

**Project Manager:**

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

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

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

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

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

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



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

[COG Master Consultant-Professional Services w Task Orders for F24-10-091.doc](#)



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

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

UEI # (Optional) \_\_\_\_\_

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

Address \_\_\_\_\_

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

Title \_\_\_\_\_

Date \_\_\_\_\_

EXHIBIT 5  
PROPOSED DEVELOPMENT MAP

