



REQUEST FOR QUALIFICATIONS

RFQ F24-12-107

Capital Financing Conduit Borrower

for

City Manager's Office

January 6, 2025

**REQUEST FOR QUALIFICATIONS
RFQ F24-12-107**

Procurement Contact: Levi Dyer
Email Address: Purchasing@greeleygov.com
Telephone Number: 970-350-9333

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

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

ONLY ELECTRONIC RFQ RESPONSES WILL BE ACCEPTED.

Email your RFQ Response to purchasing@greeleygov.com. Only emails sent to 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 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.

Schedule of Events (subject to change)	All times are MST
RFQ Issued	January 6, 2025
Inquiry Deadline	January 16, 2025 at 2:00PM
Final Addendum Issued	January 20, 2025
Qualifications Due Date	January 30, 2025 at 2:00PM
Interviews (tentative)	Week of February 3 rd
Notice of Award (tentative)	Week of February 10 th

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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 1st, and employs over 1,100 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 and The Water Valley Company, serving as the Fee Developer ("TWVC"), are partnering on the development of property located in Greeley, Colorado into a mixed-use, transit oriented, entertainment district development that includes a new arena and ice center, a new transit center/multimodal hub with connections to local, intercity and national bus service, retail, lodging (which is anticipated to include a water park hotel), and mixed-income and affordable housing (collectively, the "West Side Project"). The West Side Project is intended to be a catalyst for development on the west side of the City that will provide significant social and economic benefits to the City and its residents, including job creation, public transportation options and increased tax revenue.

TWVC is a long-standing local company that possesses significant and relevant experience in commercial, residential, entertainment / recreation, and public infrastructure real estate development, collaboration with public entities, the creation and use of public / private financing methods, and marketing, branding, and managing projects of a similar size, scope, and nature to be a valuable partner to the City in connection with the possible development of the West Side Project.

SECTION II. STATEMENT OF WORK

A. Scope of Services

The City anticipates utilizing a financing structure that includes the use of tax-exempt conduit bond financing in an estimated amount of \$700 million dollars to complete the arena, ice center and waterpark hotel (collectively the "Assets"). The City would be the beneficiary of the financing, and all Assets would revert to City ownership upon the repayment of the debt. It is intended that a "Conduit Issuer" will issue debt to a "Conduit Borrower" to enable the financing of the West Side Project. It is anticipated that the Conduit Issuer in a conduit bond financing will issue the bonds and loan the bond proceeds to the Conduit Borrower. The Conduit Borrower will generally be responsible for the payment of debt service on the Conduit Bond issue and would be contractually obligated to maintain the tax-exempt status of the bonds issued by the Conduit Issuer and would be generally responsible for maintaining the tax exemption on the bonds. The bond documents would also provide for delegation of certain responsibilities to the Conduit Borrower. Prior to debt repayment, the "Conduit Borrower" would be the owner of the developed assets and responsible for management and operation of the developed assets. This may include contracting 1) with the fee developer for construction of the assets and 2) for the operations of the arena/ice rink, hotel, and waterpark with the City as an interested party to the agreements.

B. Period of Award

The anticipated transaction assumes a long-term relationship with the selected Conduit Borrower. The full repayment of the bonds is expected to be by September 1, 2063.

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 Qualifications 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

Submissions will be considered only from responders that meet the following minimum qualifications:

1. The offeror must have a minimum of ten (10) years of relevant experience and be able to demonstrate successful financial closing and completion of projects similar to the West Side Project.
2. The offeror shall commit to an on-going relationship with the City, to include City representation on the managing board and operating committee for the West Side Project.
3. The offeror must have direct experience as a Conduit Borrower with a proven track record of performance.
4. The offeror must have the personnel and resources available to commence work immediately upon notification to proceed.
5. The offeror will be responsible for complying with any requirements of State and Federal tax laws associated with the tax-exempt financing.

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). The Purchasing Contact will post notices that will include, but not be limited to, Qualifications 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 e-mail before the written inquiry deadline concerning this RFQ to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-Qualifications 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 F24-12-107

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 manufacturer find any part of the listed 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 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 Statement of Qualifications submitted in response to this RFQ shall constitute a binding offer and acknowledges acceptance by the offeror of all terms and conditions as set forth herein. 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 attached as Exhibit 1.

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.

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 Qualifications opening. Neither a Qualification in its entirety, nor Qualifications 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 Qualifications (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 Qualifications in lieu of accepting the Qualifications as is.

N. Contract

A copy of the awarded contract the City will use for the services specified in this RFQ is attached as Exhibit 2. The attached contract 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 Qualifications each offeror certifies, and in the case of a joint Qualifications each party, thereto certifies as to its own organization, that in connection with this procurement:

- a) The prices in this Qualifications 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 Qualifications 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 Qualifications for the purpose of restricting competition.
2. Each person signing the Request for Qualifications form of this Qualifications certifies that:
- a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the 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 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 Qualifications 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 Qualifications will not be considered for award unless the offeror furnishes with the Qualifications 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.
3. 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 Qualifications submitted hereunder are subject to public disclosure by the City pursuant to CORA and City ordinances. Vendors may submit one (1) additional complete Qualification clearly marked "FOR PUBLIC VIEWING." In this version of the Qualifications, 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. Qualifications may not be marked "Confidential" or 'Proprietary' in their entirety. All provisions of any contract resulting from this request for Qualifications will be public information.

4. Accessibility and ADA Website Compliance:

- a. Compliance: The Contractor shall comply with, and the Work and Work Product provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability, as established pursuant to Section § 24-85-103 (2.5), C.R.S (collectively, the “Guidelines”). The Contractor shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- b. Testing: The City may require the Contractor’s compliance to be determined by a third party selected by the City to attest that the Contractor’s has performed all obligations under this Agreement in compliance with §§ 24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability as established pursuant to Section § 24-85-103 (2.5), C.R.S.
- c. Validation and Remediation: The Contractor agrees to promptly respond to and resolve any instance of noncompliance regarding accessibility in a timely manner and shall remedy any noncompliant Work Product, Service, or Deliverable at no additional cost to the City. If the City reasonably determines accessibility issues exist, the Contractor shall provide a “roadmap” for remedying those deficiencies on a reasonable timeline to be approved by the City. Resolution of reported accessibility issue(s) that may arise shall be addressed as high priority, and failure to make satisfactory progress towards compliance with the Guidelines, as agreed to in the roadmap, shall constitute a breach of contract and be grounds for termination or non-renewal of this Agreement.

AA. 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 Qualifications 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.

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 Qualifications non-responsive.

RFQ responses must be emailed to purchasing@greeleygov.com. Only emails sent to purchasing@greeleygov.com will be considered as responsive to the request for Qualifications. Do not submit your Qualifications 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 is 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

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

D. Company Information

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

E. Evaluation Criteria

Evaluation Criterion #1 - Company and Personnel Qualifications

1. Describe your customer service philosophy.
2. 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) Email Address, 5) Brief description of project scope and value, 6) Status of project.

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

3. List the number of people that you can commit to working on this project and the amount of time each is expected to spend on the project.

4. Provide the names and resumes of the key personnel that will be performing the proposed services, including the lead manager.
5. 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.
6. Provide a specific timeline or schedule for the work. Spell out milestone markers if needed.
7. Describe the methods and timeline of communication your firm will use with the City's Program Manager, project manager, other involved City staff, and other interested parties.

Evaluation Criterion #2 – Approach to Scope of Work

1. Describe any project approaches or ideas that you would apply to the West Side Project that you feel would enhance the quality of your services.

Evaluation Criterion #3 - Prior Experience

1. Provide experience of the key staff and firm with projects of similar scope and complexity.
2. Describe demonstrated success on past projects of similar scope and complexity.

F. Qualifications 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 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 Qualifications information to assist the City in selecting the most qualified offeror for this contract. Following is the evaluation criteria that will be used. Criteria will be assigned a points value.

Evaluation Criteria Scoring:

- | | | |
|----|--|-----------|
| 1. | Company and Personnel Qualifications _____ | 25 Points |
| 2. | Approach to Scope of Work _____ | 25 Points |
| 3. | Prior Experience _____ | 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 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.

EXHIBIT 1
QUALIFICATION ACKNOWLEDGEMENT

The offeror hereby acknowledges receipt of addenda numbers _____ through _____. N/A

Falsifying this information is cause to deem your Qualifications 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

Website Address

City, State, Zip

Qualifications Valid Until (at least for 90 days)

E-Mail Address

Project Manager:

Name (Printed)

Phone Number

Vendor Mailing Address

Email Address

City, State, Zip

EXHIBIT 2
CONTRACT

Will be negotiated upon award

Please click the link below to access the Sample Contract.

[Sample Contract RFQ #F24-12-107.pdf](#)

EXHIBIT 3 – SAMPLE CERTIFICATE OF INSURANCE

ACORD
TM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2013

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.

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).

PRODUCER ABC Insurance Company P. O. Box 1234 Anywhere, USA	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Sample Certificate	INSURER A : Financial Rating of A		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	Y					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$100,000 \$5,000 \$1,000,000 \$2,000,000 \$2,000,000 \$
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$ \$ \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE AGGREGATE	\$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y				☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$100,000 \$100,000 \$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 and Automobile Liability. Waiver of subrogation is included on Workers Compensation. This insurance is primary and noncontributory to insurance policies held by the City.

CERTIFICATE HOLDER

CANCELLATION

City of Greeley
 1000 10th St
 Greeley, CO 80631-3808

No material change or cancellation of this policy shall be effective without thirty (30) days prior written notice to the City of Greeley or ten (10) days for non-payment.

AUTHORIZED REPRESENTATIVE

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: _____

Name: _____

Signature: _____

Title: _____

Date: _____