

# REQUEST FOR QUALIFICATIONS (RFQ) for CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC) for New Evans Police Station

## Owner:

**City of Evans** 1100 37<sup>th</sup> Street Evans, CO 90620 (970) 475-1170

## **Owner's Representative:**

Artaic Group 2650 18<sup>th</sup> Street, Suite 301 Denver, CO 80211

## **Milestone Dates:**

Mandatory Prebid Meeting: November 8, 2024; 11:00 am MT

Responses Due: November 19, 2024; 5:00pm MST (Via electronic submittal)





## **Request for Qualifications**

## Invitation

The City of Evans ("City" or "Owner") is requesting qualifications from Construction Manager/General Contractor (Contractor) firm(s) interested in providing pre-construction and construction services for the new Police Station located in Evans, Colorado. The RFQ for the project is posted to Rocky Mountain Epurchasing (BidNet) and can be found at <a href="https://www.bidnetdirect.com/colorado/city-of-evans">https://www.bidnetdirect.com/colorado/city-of-evans</a>.

All official communication with Candidates and questions regarding this RFQ will be via email to the Owner's Representative at the delivery addresses listed below.

Project Manager: John Usery

E-mail: john.usery@artaicgroup.com

All Candidate inquiries will be responded to collectively prior to the "Clarification Deadline" in the schedule noted below. A clarification with replies to all questions will be posted on Rocky Mountain Bid Net. NO OTHER CONTACT SHALL BE MADE REGARDING THIS REQUEST FOR QUALIFICATIONS WITH ANY OTHER CITY OF EVANS STAFF, COUNCIL MEMBERS, AGENTS, CONSULTANTS, ETC. DURING THE REQUEST FOR QUALIFICATIONS PROCESS.

## I. OWNER'S BACKGROUND & PROGRAM INFORMATION

## A. Owner Background

The City of Evans, Colorado, with a population north of 22,000 is a thriving city located in the Front Range of Northern Colorado. Located strategically at the crossroads of the South Platte River and Union Pacific Railroad, Evans is ripe for future economic growth in the energy, agriculture, health care, and construction sectors. It is also well positioned at the intersection of US Highway 85 and 34, providing a corridor between Denver and Evans to the south, and easy access to Interstate 25 to the west.

Evans is located in Weld County and is in the heart of the largest oil production facilities in the State of Colorado. In 2021-2022 alone, Weld County produced more than 1.3 million barrels of oil, far exceeding any other county in Colorado. Weld County is also the third largest county in the State of Colorado, spanning more than 4,000 square miles. Beginning in 2020, the oil and gas industry in Colorado accounted for more than 270,000 jobs across the state (source Denver Post). Evans is home to oil giants PDC Energy, Cimarron Energy, Atmos Energy, and many more. Construction and health care are also dominant employers in the area.

The City is working to improve the community's quality of life and to raise the bar for government services. As the City continues to grow, scaling, enhancing, and improving services while maintaining strong community bonds are a high priority. The City is excited to be expanding facilities for Police as a vital next step in accomplishing these goals.

# **B.** Project Description

The City of Evans (Owner) contracted with the D2C Architects as the Architect of Record for the new police station. D2C worked with the City to develop an initial program. The initial program (See Exhibit C attached) includes a space needs summary based on staff input, utilization and size of existing spaces, and functional needs for additional spaces. These findings outlined the need of a police operations building that is approximately 34,500 square feet to accommodate population and staffing growth for 20 years. In 2021





voters passed a ballot measure to provide funding to construct and maintain a new facility that can accommodate 65-75 staff. The City has since acquired property for the new police station.

## Evans residents pass Ballot Measure 2B | City of Evans Colorado

The new facility will be a stand-alone structure which will meet or exceed established industry best practices for a public safety building. Following completion of the new police building, city administration will expand into the 9,000 square foot space vacated by the Police Department at the Evans Community Complex. The selected candidate will be responsible for a redesign of the existing facility to meet staff needs. The project will be constructed under a CM/GC project delivery method.

# **Supporting Documents**

Please use the following link to access the Exhibits associated with this RFQ.

**LINK TO EXHIBITS** 

https://artaicgroup.egnyte.com/fl/E1fcrsJ2DY

- Exhibit A Project Schedule
- Exhibit B Project Location
- Exhibit C Initial Building Program
- Exhibit D Qualifications Submittal Form

## **Procurement Schedule**

TASK	DATE	
RFQ Available	October 28, 2024	
Mandatory Pre-Bid Meeting (Anticipate 1 Hours)	November 8, 2024; 11:00 AM	
RFQ Clarification Deadline	November 11, 2024; 5:00pm MST	
RFQ Clarification Responses Issued	November 12, 2024	
RFQ Responses Due	November 19, 2024; 5:00pm MST	
Interview Invite to Short-Listed Contractors	December 4, 2024	
Interviews & Proposals Due	December 13, 2024	
Candidate Notified of Selection	December 16, 2024	
Contract Approved by City council	January 7, 2024	

A mandatory Pre-Bid Meeting will be held in person on **November 8, 2024,** at **11:00 AM**. All potential candidates are required to attend. The meeting will be located at the **Evans City Hall at 1100 37th St, Evans, CO 80620.** 

## **Submission Instructions**

- 1. Statements of Qualifications must be submitted via electronic through Rocky Mountain EPurchasing (Bidnet) no later than the deadline of **November 19, 2024, at 5:00 p.m**.
- 2. The City of Evans reserves the right to reject any statements of qualifications and to accept the statements of qualifications deemed most advantageous to the best interest of the City.
- Statements of Qualifications shall be marked as follows: Construction Manager as General Contractor Services RFQ – Evans Police Station
- 4. Check List The information required in section III of the RFQP must be submitted.





#### Responses should be addressed to:

Brian Stone, Economic Development Director 1100 37<sup>th</sup> Street, Evans, CO 80620-2036

# II. PROJECT TEAM, EXPECTATIONS, AND PROJECT SCOPE

## A. Project Team Members

#### 1. OWNER TEAM

- Owner City of Evans: The City is the project owner and contracting agency. The Contractor will
  contract with the City for both the pre-construction and construction services.
- Owner's Representative Artaic Group: Artaic Group will provide administrative project
  management during the design/pre-construction and construction phases of the project. Artaic
  Group will lead OAC meetings during both design/pre-construction, and record and distribute
  meeting notes.

#### 2. DESIGN TEAM

Design Consultant – D2C Architects

The City of Evans procured D2C Architects to design the new police station and renovate the existing police station at the completion of the project. D2C will be involved through Construction and project Closeout.

#### 3. CM/GC TEAM - TBD

The selected CM/GC will be responsible for providing the pre-construction, procurement, and construction services detailed in this RFQ.

## **B.** Expectations

- 1. PARTNERING: The Owner Team expects a partnering relationship with the selected Contractor. The expectation is that the Contractor will become an integral part of the Project Team that has been working on this project up to this point. The current team operates in an environment of trust, cooperation, and teamwork with a shared goal of creating a valuable and beautiful new space that supports community events in Evans. The team expects the CM/GC to join the team, contribute positively to the working environment, and be invested in the vision for the project.
- 2. **KEY STAFF:** The Owner Team expects the Contractor to commit key staff members to be consistently involved in the project throughout its duration. At a minimum, this staff should include a project manager and a site superintendent. These staff should be included in the Statements of Qualifications and shall be assigned to the project throughout the pre-construction and construction portions of the project.
- 3. CONTRACTING: The selected Contractor will be contracted initially to work with the Project Team through the completion of the design/pre-construction phase. The Owner Team's intent is to work with the selected CM/GC contractor to develop a Guaranteed Maximum Price (GMP) at the end of the design/pre-construction phase. The GMP will be the basis for a contract amendment with the CM/GC contractor for the construction phase. In the event a GMP Construction Agreement cannot be negotiated, or if the Owner Team is dissatisfied with the pre-construction/design phase services, the Owner Team reserves the right to terminate the contract at the end of the pre-construction services and competitively bid any portion of the Work.





# C. Scope of Work

The selected Contractor will be retained for pre-construction services to ensure a comprehensive and collaborative approach to design, entitlements, utilities and storm water management, and cost estimating. The Owner intends to enter into a Guaranteed Maximum Price (GMP) agreement with the CM/GC for the new Police Station.

The Contractors' Scope of Work will generally consist of the requirements in the AIA A133-2019 and AIA A201-2017 General Conditions contract.

#### 1. PRECONSTRUCTION SERVICES

Contractor shall immediately begin preconstruction services upon Contract award.

**Preconstruction Meetings** – The Contractor is expected to attend and actively engage in preconstruction coordination activities and meetings including but not limited to design, owner or community informational meetings. There will be weekly OAC meetings during preconstruction.

**Progress Document Reviews & Estimating** – Contractor shall be actively engaged in all design reviews, working collaboratively with the team to frequently examine costs and work with the design team to provide construction cost estimates. At a minimum, contractor shall provide cost estimates at the following milestones:

- 100% Schematic Design
- 100% Design Development
- 50% Construction Documents
- 100% Construction Documents

Contractor is also expected to provide narratives and through explanations with costs estimates, including a clear list of exclusions and clarifications as well as any allowances and alternates. The Project Team will collaborate to achieve the project budget.

**Value Analysis & System Analysis** –Value Analysis for cost-saving or value enhancements will be required. A trend log, including potential alternates and value engineering, shall be managed, and communicated by the Contractor to the team members.

Constructability Reviews – The Contractor shall perform constructability reviews at each design phase and provide redlines and feedback on all project related information that is produced during preconstruction. Contractor shall provide input regarding procurement, lead time/supply chain consideration, construction sequencing, and alternative construction materials and methods. Contractor shall research materials and methods as necessary.

**Bidding** – Contractor will solicit a minimum of three (3) subcontractor bids for all trades excluding proprietary materials and make recommendations for the selection of subcontractors and suppliers. Selection of major subcontractors will be made by the CM/GC and the Owner Team together. Selections will be based on both competitive bid pricing and qualifications. If the CM/GC and the Owner Team do not agree, the Owner Team shall make the final determination. Contractor will be responsible for writing subcontracts and purchase orders for all elements of the work, ordering materials, and completing buyout as required to achieve overall project schedule. Project will be sales/use tax exempt.

**Establishing the Guaranteed Maximum Price (GMP)** – All scopes of work shall be competitively bid and presented to the owner as a guaranteed maximum price (GMP) for final authorization. The GMP shall





include the total of all hard costs, including but not necessarily limited to, subcontracts, the Contractor's general conditions, fee, and construction contingency.

It is expected that an Initial GMP be established based on the 100% Design Development drawings. This IGMP is intended to facilitate procuring long lead items and engaging subcontractors to assist with shop drawings.

**Schedule** – Contractor will establish a detailed construction schedule for all projects within the program, including all major milestones and identifying long lead items and critical path activities.

**Compliance** – Contractor will assist in addressing all issues requiring compliance with applicable laws, building codes, regulations, and requirements set forth by City of Evans building code, City of Evans Planning Department, and other applicable authorities having jurisdiction.

#### 2. CONSTRUCTION SERVICES

Contractor shall construct the project in accordance with the final construction documents and specifications as well as within the agreed upon project schedules.

**Submittals** – Contractor shall identify and coordinate the submittal process in collaboration with the Design Team.

**Site** – Contractor is responsible for all the safety and security of all aspects of the project site. Contractor will coordinate with the Owner's QA/QC material testing firm to provide appropriate notice of inspection requests. Provide all traffic control necessary throughout construction.

**Schedule** – Contractor shall manage the construction program schedule, including the individual project schedules and regularly presented 3-5 week look ahead schedules, weekly, and provide an updated program schedule monthly with each application for payment. Contractor shall build owner milestones and vendor requirements, such as 3rd party inspections, FF&E, low voltage, and utilities, into the master schedules.

**Budget** – Contractor is responsible for the overall program budget (hard costs only) and will provide monthly budget updates to the Owner, Owner's Representative and Design Team. Pay applications will be submitted in a timely fashion so that the design team and owner's representative shall have time to review before submitting to the Owner for payment. Contractor will need to facilitate a monthly pay app review meeting with Owner, Design Team, Lending Agent, and Owner's Representative. Pay application must adhere to lending agent requirements. A change order and contingency log shall be developed and tracked to keep the team aware of potential costs and shall be reviewed on a weekly basis.

**Site Management** – Provide qualified full-time site supervision and management of site personnel and subcontractors to meet or exceed the defined project schedule and the expected level of quality of the work.

**Erosion and Sediment Control** – Provide and maintain water control, dewatering, storm water management, and erosion control best management practices (BMPs) to comply with all regulations.

**Documentation** – Maintain and provide the Owner all construction related documentation such as RFI's, submittals, schedules and inspections. Contractor will also be responsible for coordinating and reporting any actions, documentation and submissions for the selected sustainability program, if applicable.

**Quality** – The Contractor shall establish and manage a quality control process for all aspects of the projects ensuring the highest quality workmanship.





**Completion & Warranty** – Close-out and warranty services will be in accordance with contract documents. An 11-month and 23-month warranty walk shall be included, along with warranty-related corrective work following the walk.

**Sustainability Program** - Applicable experience should be applied to this project regarding analysis of first cost, life cycle cost and operational cost of the space, and in areas where more efficient or more sustainable options can be implemented into the project at little or no cost.

**Utility Coordination** - Contractor is expected to assist the owner, owner's representative and design team with utility coordination with the various utility providers.

# III. SUBMITTAL REQUIREMENTS

Submittal shall respond to each item noted below. Please limit response information to relevant information only.

### 1. COVER LETTER / LETTER OF INTEREST (1-page limit)

#### 2. FIRM INFORMATION (2-page limit)

Provide a brief history of the firm including the following information:

- Number of years in business
- Location of office servicing project
- Location of main office, if different
- Confirm the maximum dollar value in which your firm can be bonded, and the amount currently bonded with confirmation statement from bonding company
- Provide your firm's EMR, and your firm's EMR for the previous 2 years
- Information on any claims or lawsuits your firm has had in the past 10 years
- Confirmation your firm will include all items outlined in the Scope of Work in Section II and tasks detailed in the draft Contract
- Indicate if your company intends to self-perform any work and if so, which scopes.

#### 3. QUALIFICATIONS & AVAILABILITY OF PROPOSED TEAM

- Provide organizational chart for your proposed team, including roles and responsibilities for each team member
- Provide resumes for all key team members
- The proposed project manager and superintendent shall each have a minimum of 10 years experience in managing public projects as well as experience in a similar role on CM/GC projects
- Outline the team member's experience working on similar projects in the same capacity
  - a. Include a list of representative projects and identify project experience that occurred while employed elsewhere
- Please note proposed key team members are expected to be involved throughout the duration of the project and may not be changed without written authorization from the Owner

#### 4. SIMILAR PROJECT EXPERIENCE

Provide project profiles for up to five similar projects in progress or completed by your firm in the last 5 years. You should highlight projects the that include any combination of the following:

- Project Description
- Type of project (New Construction, Renovation or Other)
- Project Square Footage
- Duration of Project & Completion Year





- Delivery Method (CM/GC, D/B or Hard-Bid)
- Value of Contract
- Owner and Architect Name
- Contractor's Project Team/Personnel
- Information if the project was not delivered on time and on-budget.

Provide a list, matrix, table or similar format which shows any of your team's additional experience with similar projects. This list should be limited to the ten (10) most applicable projects your firm has started or completed in the last 5 years. The bulleted information requested above should be included in the matrix.

Discuss your firm's familiarity with the project area and local construction market.

#### 5. SCHEDULE

Provide an overall construction schedule that clearly identifies key milestones for all projects within the program. Please provide a short narrative confirming your team's ability to meet the start dates and durations. Please note concerns, areas of risk, and/or reasons the schedule may need to be modified. Also provide any opportunities to expedite ordering of materials or construction durations to assist the owner in determining the most efficient schedule for the project.

#### 6. EXAMPLE COST ESTIMATE

Provide an example Cost Estimate to better demonstrate your approach to preconstruction services. Thes cost estimate should include the following elements:

- Budget Breakout using CSI Master Format divisions
- Cost comparison between design phases (for example the difference between an SD estimate and DD estimate).
- Detailed Alternates and Value Engineering options
- Costs per square foot analysis

#### **7. PROJECT APPROACH** (3-page limit)

Explain your approach to effectively managing the budget and schedule. How will you guide the project team through efficient decisions that will ultimately benefit the Owner.

Explain your company's approach to the CM/GC delivery method.

- **Pre-Construction Phase:** What is your approach to estimating, value analysis, system analysis, constructability reviews, etc. across the entire program?
  - Describe innovative approaches to deliver quality given budget and schedule constraints.
  - Describe your approach to developing value engineering alternatives through the preconstruction phase to enhance the product while potentially saving cost. Describe how being part of the team during design affects this approach.
  - Describe your transparency when developing a cost for this project in cooperation with the project team.
- **Construction Phase:** Explain how your team manages scheduling, cost control and forecasting, change order management, subcontractor oversight, QA/QC, punch list and warranty.
  - Describe in detail your approach and processes to quality assurance and quality control.
  - Discuss quality control methodology, including adherence to local procedures, construction documentation coordination and completion, and assurance of construction quality.
  - Provide examples of occasions where your firm had to address quality issues (including those by a subcontractor) and what steps were taken to address them and prevent them occurring in the future.





Provide your firm's OSHA reportable accident rate and current workman's compensation insurance multiplier for the last 3 years. Provide the OSHA reportable accident rate on project managed by the proposed superintendent and project manager over the 3-year period.

#### 8. REFERENCES

Provide a list of up to five (5) references from key comparable projects. Similarities can include municipal projects, Police Stations, Law Enforcement Facilities, and similar civic spaces. Projects listed should have been started or completed in the last 7 years.

Reference information should include:

- Reference Name and Title
- Reference Phone Number
- Reference Email
- Reference Project Description/Title
- Proposed Team Members who worked on referenced project

The Owner reserves the right to check additional references beyond those provided in the submittal.

#### 9. FEES

**Fees are not to be submitted at this time**. Shortlisted Contractors will be invited for interviews and will submit fee proposals/General Conditions details at that time.

## IV. SUBMITTAL SCORING MATRIX

Statements will be evaluated based on the criteria listed below along with percentage weight for each category totaling up to 100%. The selection committee will review each firm's approach to ascertain their understanding of the project and issues to assure that a proper effort will be devoted to the project, and to entertain the firm's special perspective on approach, techniques, and work efforts.

SUBMITTAL SECTION	POINTS
Cover Letter	5 Points
Firm Information	5 Points
Qualifications & Availability of Proposed Team	25 Points
Similar Project Experience	20 Points
Schedule	10 Points
Example Cost Estimate	10 Points
Project Approach	25 Points
References	10 Points
TOTAL	110 Points

## V. SHORTLIST & INTERVIEWS

From the scoring results, the selection committee will shortlist up to 3 firms for interview. The interview format will include a presentation, some model questions, then interactive Q&A with the selection committee. Candidates





will also be asked to provide fees, general conditions, and comments on the City's Contract agreement. More detailed interview format information will be provided to the short-listed Contractors.

## VI. PROVISIONS

# A. Acceptance & Rejection

The Owner reserves the right to request additional information which, in the Owner's opinion, is necessary to ensure that the Owner has complete information with regard to the Contractors background, competence, business organization, and financial resources to assist in determining credentials and qualifications.

The Owner reserves the right (a) to terminate the Request for Qualifications process at any time; (b) to reject any or all Statements of Qualifications; and (c) to waive formalities and minor irregularities in the Statements of Qualifications received. The Owner reserves the right to reject any and all Statements of Qualifications in response to this Request for Qualifications that are deemed not to be in the Owner's best interests. The Owner further reserves the right to amend this Request for Qualifications at any time and will notify all recipients accordingly.

# **B. RFQ Submission & Information**

Statements of Qualifications due at the specified date and time must be received at Owner's location by that date and time to receive consideration. Statements of Qualifications received after the specified date and time are considered late and will not be eligible for review by the Selection Committee. The owner is not responsible for any late Statements of Qualifications received by mail or any other method of delivery.

The Owner is not responsible for costs incurred in the preparation of this Statements of Qualifications. Statements of Qualifications will not be returned and become the property of the Owner once submitted. By submitting a Statements of Qualifications all Candidates agree to the terms and conditions of this RFQ and the RFQ will become part of the awarded Candidates contract. The Owner and the Owner's legal council will review the agreement and negotiate terms prior to commencement of work.

Candidates acknowledge all submissions to this RFQ may be subject to the Colorado Open Records Act (CORA).

Addenda may be issued for this RFQ. It is assumed by the Owner that any Candidate providing a submission is responsible for receiving and reviewing all information provided by addenda and Candidate shall acknowledge receipt of addenda in their response to this RFQ.

## C. Insurance

The Contractor(s) shall provide insurance coverage for the Project which shall not be less than the amounts listed below as set forth in the Request for Qualifications; such insurance coverage shall include professional liability, general liability, automobile liability and workers' compensation. Insurance shall be maintained in full force and effect during the performance of the work, at the Contractor's own expense:

- 1. Worker's Compensation Insurance in such amounts as required to provide statutory benefits as required by the laws of the state where the premises are located, including Employers' Liability with a limit of not less than \$500,000.
- 2. Comprehensive General Liability Insurance, through companies satisfactory to Owner, from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the work itself), arising out of or in connection with any operations under the project contract. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form:





-	General Aggregate:	\$2,000,000
-	Products – Completed Operations Aggregate:	\$2,000,000
-	Each Occurrence:	\$1,000,000
-	Personal Injury:	\$1,000,000
-	Damages to Premises & Fire Damage:	\$1,000,000

- **3.** Automobile Liability Insurance for all owned, hired, leased or borrowed vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and/or property damage. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
- **4.** Professional Liability Insurance with minimum combined single limits of \$1,000,000 each claim and \$2,000,000 aggregate.
- 5. Umbrella coverage shall be maintained on an occurrence basis in excess of the underlying insurance described in sections a-d above. Coverage shall follow the terms of the underlying insurance, including the additional insured and waiver of subrogation provisions. The amounts of insurance required in Sections above may be satisfied by the CM/GC purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.

- Each Occurrence: \$2,000,000 - Aggregate: \$4,000,000

- **6.** If the CM/GC is directly or indirectly working with pollution /environmental hazards, the CM/GC must provide Pollution Liability Insurance coverage and must include contractual liability coverage. Policy limits shall be in the amount of \$2,000,000 each occurrence and \$4,000,000 aggregate.
- **7.** Such other coverage as may be required by Owner from time to time.
- **8.** Each policy shall name the City of Evans, as additionally insured; and that it may not be cancelled or changed without at least thirty (30) days prior written notice to the Owner.
- **9.** Contractor Professional Liability insurance is not anticipated as needed unless specific design is requested from the Contractor.
- **10.** The Contractor and their insurance carrier(s) shall agree to a Waiver of Subrogation.

## D. Builder's Risk

Builder's Risk property insurance shall be carried by the Contractor and shall be in the amount equal to or greater than the contract price. The Builder's Risk shall be carried until the project is complete and evidence of such insurance shall be provided to the Owner.

# E. Performance & Payment Bonds

Owner will require the CM/GC to provide a performance bond and a separate labor and material payment bond, each of which shall (a) be executed by a corporate surety licensed to do business in the State, (b) be in





customary form, (c) be in the amount payable to such subcontractor pursuant to its project contract and (d) be payable to the Owner. If, at any time prior to completion of the Work covered by any such bond, the surety shall be disqualified from doing business within the State, a new bond shall be provided from an alternate surety licensed to do business in the State. The amount of each bond shall be increased or decreased, as appropriate, to reflect changes to the construction costs. A copy of each such bond and all modifications thereto shall be furnished to the State within 60 days of the effective date of the related Project Contract.

# F. Contract Agreement

If for any reason the selected Candidate, exceeds the project budget, presents unacceptable contract terms, or the Owner determines, at its sole discretion, the contractor is not the best fit for the project, and if subsequent negotiations with the selected Candidate are unsuccessful, the Owner reserves the right to negotiate with the next highest-scoring Candidate.

# G. No Confidentiality

Please be aware that Statements submitted to the City in response to this RFQ shall be subject to the Colorado Open Records Act, Section 24-72-201, et seq., C.R.S. All information included in the Statements may be subject to public inspection and disclosure under the Colorado Open Records Act ("CORA") and Statements should expect that the Statements may be viewed by the general public and competitors following the deadline for submission. Merely marking information as "confidential", "proprietary", or otherwise stating an intent to protect the information from disclosure is not necessarily sufficient to prevent disclosure by law.

## H. Amendment and Withdrawal of Statements of Qualifications

By submission of clear and detailed written notice, a submitter may amend or withdraw its Statements of Qualifications prior to the submission deadline. Statements of Qualifications may not be withdrawn after the submission deadline.

## I. Addenda to the RFQ

The City reserves the right to amend this RFQ by an addendum at any time prior to the date set for receipt of Statements. Addenda will be posted on the Rocky Mountain E-Purchasing System web site as soon as available and it shall be the responsibility of bidders to obtain all addenda. Firms registered for the paid notification service on the Rocky Mountain E-Purchasing System shall be notified of addenda either by fax or email depending on the service that they have subscribed to. It shall be the responsibility of firms registered for the no charge, no notification service on the Rocky Mountain E-Purchasing System to monitor the Rocky Mountain

E-Purchasing System for any addenda. If revisions are of such magnitude to warrant, in the City's opinion, the postponement of the date for receipt of Statements, an addendum will be issued announcing the new date.

## J. Late Statements

Any submission received after the submission deadline will not be accepted or considered.

End of Request for Qualifications -

