



**REQUEST FOR PROPOSALS
RFP-13-11**

PROPOSAL DUE DATE: TUESDAY, April 4, 2013 BY 4:00 PM OUR CLOCK

**BROWNFIELDS ENVIRONMENTAL CONSULTANT / TESTING
SERVICES**

SEALED PROPOSALS MUST BE MAILED OR DELIVERED TO:

City of Wheat Ridge Municipal Building
Attention: Jennifer Nellis, CPPB
BID - Purchasing & Contracting Division
7500 W 29th Avenue
Wheat Ridge, CO 80033
Phone: 303-235-2811 Fax: 303-234-5924

**DOCUMENTS PREPARED BY:
COMMUNITY DEVELOPMENT DEPARTMENT
PURCHASING & CONTRACTING DIVISION**

IMPORTANT: PLEASE READ ENTIRE DOCUMENT
Per the attached specifications, terms and conditions.

PLEASE DO NOT REMOVE ANY PAGES FROM THIS BID DOCUMENT

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**CITY OF WHEAT RIDGE
RFP-13-11
BROWNFIELDS ENVIRONMENTAL CONSULTANT / TESTING SERVICES**

Project Overview/Scope: The City is soliciting responses from qualified environmental consulting firms to provide professional environmental services. The U.S. Environmental Protection Agency (USEPA) awarded the City \$200,000 for hazardous substances and \$200,000 for petroleum substances, which has been combined into a single \$400,000 grant project for implementation purposes. Approximately \$350,000 remains available. The anticipated start date is March, 2013. The City anticipates completing expenditure of the funds in 2014. The term of this award is one year, with the option to renew for an additional one-year period, or as needed to complete the term of the agreement with USEPA.

The primary focus of the consultant services is the preparation of environmental assessments for individual properties in areas of the city targeted for reinvestment. It is estimated that the number of assessments and related activities will be:

- 30 – Phase I assessments
- 9 – Phase II assessments and related cleanup plans
- 3 – Community Meetings
- 40 – One-on-one meetings with property owners

The consultant(s) will attend the community meetings with the City and project partner, Wheat Ridge 2020 (WR2020, a nonprofit community and economic development corporation), to explain the concept of environmental assessments as related to real estate transitions and public health issues. The consultant's role in these public meetings will be to explain the specifics of Phase I and II assessments and to answer questions from the audience regarding the assessment process and how the findings of an assessment are used.

Lastly, the consultant(s) will attend approximately 40, one-on-one, meetings with the City, WR2020, and individual property owners interested in participating in the assessment process for their property(ies).

Deadline for Questions: March 21, 2013

Point of Contact: Jennifer Nellis, Purchasing & Contracting Agent, jnellis@ci.wheatridge.co.us or fax 303-234-5924 or phone 303-235-2811. Do not contact the requesting department or the selection committee.

Minimum Requirements: Awarded firm(s) must have a valid City of Wheat Ridge Business/Use Tax license prior to starting the project. This service requires compliance with the "Illegal Alien" Provisions of CRS8-17.5-101. Awarded firm(s) shall not be debarred from receiving Federal funds, as confirmed on www.sam.gov.

Interested firms shall have been in business in the Denver area for a minimum of two (2) years. Those firms shall have adequate staff and expertise to begin work within six (6) weeks of the submittal date.

Proposals Due: TUESDAY, APRIL 4, 2013 BY 4:00 PM OUR CLOCK. THERE IS NO PUBLIC OPENING. Late receipt of bids will not be considered regardless of postmark. It is the responsibility of the offeror to ensure the proposal is received in the Purchasing Office on or before the due date and time.

Submit to: City of Wheat Ridge Municipal Building
Attn: Jennifer Nellis, CPPB
BID - Purchasing & Contracting Division
7500 W 29th Avenue
Wheat Ridge, CO 80033

The City only accepts proposals in hard copy format. Fax, email or other electronic means are not acceptable. Sealed proposals must include: one (1) marked "Original" and three (3) copies for a total of four (4) complete sets.

Mark Envelopes: RFP-13-11 BROWNFIELDS ENVIRONMENTAL CONSULTANT / TESTING SERVICES

Comments: All proposals must be sealed and shall be validated. No proposals will be accepted after the due date and time. Proposals received after the due opening time will be filed unopened. The City of Wheat Ridge reserves the right to reject any and all qualifications or any part and to waive any formalities or informalities to make an award in the best interest of the City.

RFP Documents: Available on the RMEPS a division of BIDNET www.govbids.com or call 1-800-677-1997 x 214 or visit the City Website for project documents and updates: www.ci.wheatridge.co.us

Jennifer Nellis, Purchasing & Contracting Agent

Publish Dates:
RMEPS March 8, 2013

Denver Post March 11, 2013

RFP-13-11
PROPOSAL REQUIREMENTS/SELECTION CRITERIA
BROWNFIELDS ENVIRONMENTAL CONSULTANT / TESTING SERVICES

Point of Contact: All inquiries must be sent to the City's Purchasing & Contracting Agent, Jennifer Nellis, jnellis@ci.wheatridge.co.us or fax 303-234-5924 or phone 303-235-2811. Do not contact the requesting department or the selection committee.

I. INTRODUCTION

A. General

The City of Wheat Ridge (the "City") Municipal Building is located in the northwest area of Denver metropolitan, 7500 W 29th Avenue, Wheat Ridge, CO 80033. The City's area consists of about nine square miles of rolling land adjacent to Interstate 70 transportation corridor between Denver and the Rocky Mountains. The topography is somewhat unique, with a natural ridge traversing the City. The City is a suburban community of approximately 33,000 residents. The City is a home-rule municipality with eight council members, city manager and mayor form of government.

The City of Wheat Ridge is soliciting responses from qualified environmental consulting firms to provide environmental professional contractor services in support of implementation of the City of Wheat Ridge's Community-Wide Brownfields Assessment Project. Environmental consulting firms responding to this RFP must have the capacity to conduct or prepare: Phase I and Phase II assessments, remedial action plans, QAPPs, Sampling and Analysis Plans, and Health and Safety Plans. Qualifications and proposals from firms interested in providing such professional environmental services—including Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE)—are encouraged to respond to this solicitation.

The City of Wheat Ridge is seeking to select environmental consulting firm(s) to assist in fulfilling the grant contract obligations for implementation of the City's Community-Wide Brownfields Assessment Project. The U.S. Environmental Protection Agency (USEPA) awarded the City:

\$200,000 for hazardous substances and \$200,000 for petroleum substances, combined into a single \$400,000 grant project for implementation purposes. The selected environmental consulting firm(s) will have experience in the completion of USEPA approved brownfields environmental assessments and with compliance requirements established for federally funded projects. In addition firm(s) will need to comply with USEPA All Appropriate Inquires Rule (AAI) and with all Colorado Department of Public Health & Environment (CDPHE) requirements.

The grant funds will be used to identify, inventory, characterize, rank and select existing hazardous substance and petroleum substance sites/properties within the City for site specific assessments, and also to develop liability management and remedial strategies that will allow for the safe and viable monitoring and/or redevelopment/reuse of those identified and selected properties. The selected firm(s) will be the primary entity assisting with site identification, inventory and performing characterization, ranking selection, and environmental assessments, and will prepare all required technical documents under the grant. While the grant period is three years (expiring 09/30/15) the City anticipates completing expenditure of the funds in 2013 and 2014. The terms of this grant are directed by a Cooperative Agreement (see Exhibit 1) as entered into with the City and USEPA.

The City, as Project Manager, will be responsible for the overall management of the assessment grant and, with the assistance of Wheat Ridge 2020 (WR2020), a community and economic development organization in partnership with the City, and the selected consulting firm(s), will be responsible for all USEPA reporting requirements. The City will complete quarterly reports, annual financial status reports, and Assessment, Cleanup and Redevelopment Exchange System (ACRES) updates, with assistance as needed provided by the selected firm(s). The City and WR2020 will coordinate the grant activities with the selected firm(s) and will serve as liaison to the USEPA, stakeholders and public at large, through community outreach activities with assistance provided by the selected firm(s) as needed.

This Request for Proposal (RFP) provides the specifications and requirements for prospective applicants to complete a proposal with cost estimates for services. **The deadline for submittal in response to this solicitation is April 4, 2013.**

B. Background / Site Description

Location

The total number of Phase I and Phase II assessments outlined on page 3 in the Project Overview/Scope will be divided among the following geographic areas at the discretion of the City.

The primary focus of the grant funds will be on the Wadsworth Blvd. corridor between 35nd Ave. and 44th Ave. Wadsworth Blvd. is the primary commercial corridor through the City. The majority of properties along this corridor, developed in the 1960s and 1970s, are showing signs of disinvestment. Because of this, the focus is on redevelopment of properties along this corridor. The City designated this area as an urban renewal area in 2002. WR2020 has created an inventory of properties along Wadsworth Blvd. with information from regulatory and public agency records on historical uses of the properties. This inventory will provide a basis for identifying and prioritizing properties with the highest likelihood of contamination to undertake the environmental assessments and clean-up planning on Wadsworth Blvd.

In addition, Wheat Ridge is the site of the end-of-the-line station for the Regional Transportation District's (RTD) FasTracks Gold Line light rail system. The station will be located in an area with a history of industrial land uses. The City actively supports redevelopment at the site to support transit oriented development (TOD). As efforts proceed on the potential redevelopment of the area the City would like to utilize the Brownfields Grant funds to undertake environmental assessments and clean up planning if possible.

There are also other sites in the City being looked at for redevelopment. As work moves forward at these sites the City would like to use the Brownfields Grant funds as opportunities arise in working with property owners and potential developers.

The Past

Wheat Ridge is an inner ring suburb developed primarily in the 1940s to 1960s, prior to many of the current environmental regulations. The City has a history of agricultural, automotive and industrial uses that have most likely left some extent of environmental contamination. Since the City is landlocked it is focused on redevelopment of existing commercial corridors and some industrial properties. Based on these historical uses there are sites throughout the City that could contain environmental contamination and require remediation.

On Wadsworth Blvd. there is a known history of gas stations, auto repair shops, dry cleaners, and greenhouses. The land at the future RTD Gold Line rail station and TOD development is industrially zoned and environmental contamination could potentially be present.

The Present

Wadsworth Blvd. in the target area is currently a mix of commercial and office uses developed primarily in the 1950s and 1960s. The TOD area is now mostly vacant with the exception of a recreational vehicle storage lot. There are also existing and historic industrial use properties. Most sites around the City that would be considered for redevelopment are located on the City's primary commercial corridors. Current land uses along these corridors are primarily retail and auto oriented with some light industrial and residential uses. In the past few years, environmental assessments have been completed at a few sites on Wadsworth Blvd. with funds received by WR2020. Remediation activities are currently underway at one or more of these sites.

The Future

Redevelopment of Wadsworth Blvd. in the target area is envisioned as a higher density mixed use Town Center development that would include commercial and office uses, civic uses as well as multi-family residential. The corridor ideally would be improved to provide multi-modal connections to nearby activity centers. Initial redevelopment has occurred with development of a highly successful senior housing project. Phase II of this project, anticipated to begin in the summer or fall of 2013, is planned to include additional senior housing, as well as retail space.

As mentioned, the Gold Line rail station site is envisioned to be transit oriented development with a focus on employment. A subarea plan was adopted in 2006; however, no specific redevelopment plans are currently in

place for this site. Redevelopment interest is anticipated to increase as completion of the Gold Line nears in 2016.

C. Objectives

The goal is to contract with qualified individual(s) or firm(s) to provide professional environmental assessment and testing services. More than one consultant may be selected through this RFP.

The overall goal of the City's brownfields effort is to ensure that contamination does not threaten public health and the environment during and after redevelopment of properties. The objective of this project is to identify both the contaminants that may exist at various sites and any related clean up options.

As previously mentioned, the City is focused on redevelopment of its commercial corridors. Potential brownfields contamination is often an obstacle to redevelopment for property owners and potential developers. An objective of the City Brownfields Assessment project is to provide resources to address this unknown barrier thereby lessening the challenges associated with difficult redevelopment projects. The City looks towards revitalizing and redeveloping its underutilized commercial areas to provide job opportunities and enhance its tax base to better provide needed services to the community.

The work efforts for this project will fall into five discrete tasks as follows. See further below for a complete list of deliverables under this RFP.

- Task 1.0: Perform Phase I Environmental Assessments
- Task 2.0: Develop EPA Quality Assurance Project Plan (QAPP)/Field Sampling Analysis Plan (SAP)
- Task 3.0: Develop Phase II Work Plan including Health and Safety Plan
- Task 4.0: Conduct Phase II Environmental Site Assessments
- Task 5.0: Develop Clean-up Plans as needed based on results of Phase II Environmental Assessments
- Task 5.0: Assist with conducting Community Outreach/Environmental Education

II. STATEMENT OF WORK

The actual services to be performed will be determined by the City to include, but not limited to the following areas:

A. Methodology for Environmental Assessments

The City of Wheat Ridge will review all environmental assessment proposals, the QAPP, and subsequent work plans to determine if activities will meet the objectives of the brownfields project before the start of assessment activities. The final scope of services will be negotiated and modified as site conditions warrant.

Phase I and Phase II assessments are necessary for the purpose of this RFP.

Phase I:

- Phase I assessments will document previous as well as contemporary uses of the site and the potential for contamination due to site uses and/or migration from surrounding properties.
- Findings from a Phase I assessment typically include observations made on the property, interviews with people familiar with the property, and a review of public documents relevant to the property.
- Phase I assessments will be conducted in accordance with the ASTM Standards on Environmental Site Assessments for Commercial Real Estate (ASTM Designation E1527-97 or E1527-00), as well as applicable requirements of the City and State.
- Phase I assessments must also be in compliance with USEPA's All Appropriate Inquires Final Rule at 40 CFR Part 312.

Phase II:

- Phase II assessments evaluate potential concerns identified in the Phase I assessment.
- Phase II assessments are tailored to meet site-specific needs based on current or future use of the property. At a minimum, this may involve limited sampling and analysis to confirm or rule out potential environmental concerns.
- Phase II sampling will follow guidelines, regulations and requirements of the designated lead regulatory agency, the Colorado Department of Public Health and the Environment.
- Phase II will also adhere to ASTM Standards for Phase II Assessments (ASTM Designation E1903-97 or E1903-97 (2002)), when applicable. Phase II assessments will address asbestos if applicable.
- If Phase II work indicates the need for clean-up, a separate scope of work and cost will be required for each clean-up plan required.
- Sampling activities must be adequate to determine the presence or absence, magnitude, extent, and clean-up options for contaminants that may pose a threat to redevelopment and future land use.
- Phase II work will also adhere to applicable Federal and State regulatory requirements and should include identification of likely exposure pathways—characterizing risks to establish clean-up goals—and evaluation of clean-up options. (Not all Phase II properties will be moved forward for clean-up planning.)

The EPA requires that all Federally funded environmental monitoring, sampling and measurement efforts participate in a centrally managed quality assurance program. Anyone generating data under this quality assurance program has the responsibility to implement procedures to ensure that the precision, accuracy, and completeness of its data are known and documented. To meet this responsibility, a written Quality Assurance Project Plan must be prepared, submitted to, and approved by the EPA prior to the commencement of sampling. See further QAPPs details below.

Analysis of site-specific clean up options will be based on clean-up goals, methods, and costs considered acceptable by the City, property owners, potential developers and/or State/Federal regulators. The selected firm(s) will provide evaluation criteria and several options based on feedback from the Colorado Department of Public Health and Environment, and the City. Specific evaluation criteria that contractors will initially consider include the following:

- Risk to public health, safety, and the environment (during and after redevelopment)
- Implementation
- Effectiveness
- Applicability with Federal, State, and local laws/regulations
- Degree of permanency
- Time
- Cost

B. Quality Assurance

The consultant(s) will be required to prepare a Quality Assurance Project Plan (QAPP) containing required information for approval by the U.S. EPA Region VIII, per document EPA 540-R-98-038, *Quality Assurance Guidance for Conducting Brownfields Site Assessments*, September 1998.

The QAPP must address five general areas:

1. Data Quality Objectives
2. Project Management
3. Measurement/Data Acquisition
4. Assessment/Oversight
5. Data Validation and Usability

The RFP response should describe the measures that will be used to ensure that defensible and quality data are collected and reported for this project. Proposals must describe and provide a rationale for selecting locations, types, quantities, and analyses for proposed samples. Proposals should also include general equipment and methods for proposed sampling and analyses with references to specific Federal, State, and professional practice guidelines. Proposed analysis and measurement methods must be capable of reliably detecting concentrations equal to or below applicable cleanup standards for future land use.

C. Health and Safety Requirements

The project manager or technical lead for the project must have advanced health and safety training as specified in OSHA, 29 CFR 1910.120. The proposed individual must be present on-site during any on-site work and sampling activities. All individuals working at the site must have appropriate health and safety training, including 40-hour Hazardous Waste Site Operations and 8-Hour Refresher courses. A site-specific Health and Safety Plan must be prepared by a certified safety professional or certified industrial hygienist, and submitted prior to performing on-site work.

The RFP response should include an example outline or describe the type of information that will be in the Health and Safety Plan.

D. SBE/MBE/WBE Utilization Requirements

In accordance with USEPA's Program for Utilization of Small (SBE), Minority (MBE), and Women's (WBE) Business Enterprises, the contractor must ensure that the six affirmative steps are followed in extending subcontracting opportunities to qualified MBE/WBE firms (see 40 CFR Part 33). The following MBE/WBE fair share objectives/goals negotiated with EPA by the Colorado Department of Public Health and Environment have been established for this project, and to the fullest extent possible will be met:

	MBE	WBE
Personal Services	6.1 %	6.6 %
Equipment	6.1 %	6.6 %
Supplies:	6.1 %	6.6 %
Construction	6.1 %	6.6 %

The EPA requires that bidders/proposers under Federally funded contracts or subcontracts for supplies, construction, equipment and/or services include solicitation efforts to organizations owned or controlled by socially and economically disadvantaged individuals and women. To evaluate compliance with the Fair Share policy, the bidder needs to demonstrate compliance with the six affirmative steps:

1. Include qualified SBEs, MBEs, and WBEs on solicitation lists.
2. Assure the SBEs, MBEs, and WBEs are solicited whenever they are potential sources.
3. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of SBEs, MBEs, and WBEs.
4. Establish delivery schedules—where the requirements of the work permit—which will encourage participation by SBEs, MBEs, and WBEs.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency, U.S. Department of Commerce, as appropriate.
6. If work is awarded from the prime contractor to a subcontractor, the subcontractor is required to take the affirmative steps outlined above.

The RFP response should identify consultant(s)' capacity to meet these goals.

E. Community Outreach / Environmental Education Plan

Community outreach and involvement will be a key activity for the assessment project. The City's goal for the grant funding is to support and expand Brownfield redevelopment efforts that are being driven by private and municipal development efforts. Marketing the grant opportunities will be important to ensure that possible applicants are aware of this opportunity. Information presented to the community must be in layman's terms and will include summaries of cleanup standards, assessment sampling plans and results, and proposed cleanup options and recommendations as related to project objectives and decisions.

Property owners, business owners and residents, as well as the partner community-based organizations, will be informed prior to and during the assessment project's progress. This task will provide two-way communication by relaying the concerns of the affected community to the City and its partners, and by communicating the benefits of identifying and revitalizing brownfields to the community.

With the City and WR2020 as the leads, the selected firm(s) will assist in community and property owner outreach activities. The City proposes to use written materials, the internet and press releases to communicate the

brownfields assessment project to the community. Public meetings will be held to educate and inform property owners and the public on the project, and to engage property owners in targeted areas to consider use of the Brownfields Grant funds to undertake assessments on their properties. One-on-one meetings will also be held with property owners to explain the Brownfields Grant program and to attempt to address concerns property owners may have about brownfields assessments being undertaken on their properties.

The RFP response should include examples of educational material that will be used to supplement technical aspects of the environmental assessment activities. Personnel who will be involved in on-site community training activities should be identified.

F. Deliverables

The tasks identified for this project are outlined below. The RFP response should describe the elements that will be in the work plans/assessment reports, or present an outline of the work plan/assessment report format. Proposals submitted to the City in response to this RFP must demonstrate how the following tasks will be fulfilled by the respondent:

1. Grant Management and Reporting. Grant administration will primarily be the responsibility of the City and WR2020. However, the selected consultant(s) will provide technical assistance and updates regarding grant activities throughout the project duration as needed, and will keep the City informed and included as all decisions are made related to the project.
Specific activities to be completed under this task include but are not limited to the following:
 - The selected consultant(s) will provide site-specific technical updates to the City in writing within twenty (20) days prior to the due date for all quarterly reports.
 - The consultant(s) will provide site-specific information to the City that is necessary to complete updates to the ACRES database on a monthly basis through the contract period.
 - The consultant(s) will communicate project status and activity updates to the City's Project Manager on a frequent basis throughout the project duration via telephone calls, email and update meetings.
2. Community Outreach. Consultant(s) shall assist the City and WR2020 in community outreach efforts, including the development of informational materials and the facilitation of public meetings. Consultant responses may be used to develop roles and responsibilities of all parties and will be further refined during the contracting / award process.
3. Site Assessments. Assist with updating and maintaining data inventory as previously prepared by WR2020. The selected firm(s) will develop a Geographic Information System (GIS) geo-database for the inventory and will compile and enter additional information collected during the grant period. All database files generated as part of this project will be shared with the City and will become the property of the City. Initially, the firm(s) will develop necessary forms to guide and document data collection and to facilitate an efficient transition into the GIS database. After preparing the form, other sites will be identified by the selected firm(s) and the City through review of the Colorado Department of Public Health and Environment databases of contaminated sites, through public and property owner meetings, and by review of relevant historical documentation and ground surveys.

Specific Activities to be completed under this task include but at not limited to the following:

- The selected firm(s) will be required to prepare and submit Site Eligibility Determinations prior to conducting the Phase I and Phase II assessments. The firm(s) will assist the City and WR2020 in communicating with property owners and negotiating assessment agreements prior to site assessment activities.
- All costs for specific tasks (i.e. performance of Phase I and Phase II Assessments and Hazardous Materials Assessments) will be determined and approved prior to the initiation of any work, and the firm(s) will be responsible for preparing a very brief but descriptive cost proposal that will require authorization by the City.
- The Access, Cleanup and Redevelopment Exchange System (ACRES) will be maintained and updated at the conclusion of each project by the City with input from the selected firm(s).

4. Draft and Final Work Plans for Field Sampling, Analysis and other Plans/Assessments. Site-specific work plans consist of a revised proposal document, as negotiated with the City's representative, that will contain plans for necessary Phase I assessment and Phase II assessment activities, data quality screening objectives, screening levels, the Quality Assurance Project Plan, Health & Safety Plan and the Field Sample Analysis Plan.
5. Draft and Final Phase I Environmental Assessment Reports for all properties being assessed. Written summary of potential environmental concerns, with illustrations, for incorporation into the final environmental assessment report. These materials should document a level of effort consistent with the ASTM Standard E 1527 and be in compliance with the All Appropriate Inquires Final Rule at 40 CFR Part 312.
6. Work Plans for additional investigations (if needed). Additional investigations must be authorized, and work plans will be negotiated with the City.
7. Draft and Final Quality Assurance Project Plan Report, and Health and Safety Plan. The required elements are described in this RFP in Section II.B.
8. Draft and Final Phase II Environmental Assessment Reports as required based on Phase I assessment results. The reports should provide a summary of procedures and results of the Phase I and Phase II assessments, including a definition of the lateral and vertical extent of contamination (and associated exposure pathways and risks, if necessary), which pose a threat to planned reuse. This would include action levels and those samples that exceeded the action levels. The reports should also include recommendations for cleanup or other appropriate actions, with cost estimates. Risk and cost figures will be reported within acceptable (negotiated) levels of confidence. The reports will also contain a brief summary of Quality Assurance/Quality Control performance. Appendices will include boring logs, raw field and laboratory analytical data, sample chain-of-custody records, photograph logs, documentation of proper management of investigation-derived wastes, and abandonment records for boring and monitoring wells. Phase I assessments will be performed in accordance with All Appropriate Inquires (AAI) and ASTM Practice E 1527-05. Phase II assessments will include any Hazardous Material Assessments required for each site.
9. Clean-up Plans with preliminary cost estimates and levels of confidence (as needed). The selected firm(s) will work with the City to plan for clean-up and redevelopment of identified brownfield sites, pursuant to the terms of the grant award. Planning may take the form of identifying soil and groundwater contamination, conceptual site models, site-specific remedial action objectives, identifying State and Federal clean-up regulatory requirements and remedial alternatives, and evaluation of institutional and engineering controls. Meetings will be held with stakeholders in an attempt to identify and review the most appropriate and effective remedial options for each selected brownfield site's future clean-up and redevelopment. The City and selected firm(s) will work closely with CDPHE and USEPA in considering options for clean-up planning. Prior to beginning any work associated with this task, the selected firm(s) will be responsible for preparing a brief but descriptive cost proposal on a site-specific basis that will require approval and authorization by the City to proceed.
10. Progress Reports/Invoice Submittals. Should occur on at least a monthly basis and contain short summaries of progress for all phases of work, data, and findings. Also, information that relates to decisions for subsequent assessment work and redevelopment will be reported in a timely manner.

Specific activities to be completed under this task include but are not limited to the following:

- Recognition of new, potential environmental concerns
- Detection of contaminant concentrations or other features that exceed or may exceed levels requiring cleanup for intended land use
- Preliminary estimates of magnitude, extent, and regulatory implications (or risks, if necessary) of contaminants, in context of redevelopment and intended land use. The contractor will provide levels of confidence for estimated risks
- Preliminary estimates of magnitude, extent, and regulatory implications (or risks), Quality Assurance/Quality Control shortcomings and corrective actions
- Deviations from the QAPP/SAP with explanations
- Health/safety incidents

G. Qualifications

The RFP response shall include descriptions of roles for key personnel expected to work on this project. Resumes of identified personal should be included, and offer information about relevant work experience/locations, education/certifications, and experience in the following areas:

- Managing and performing Phase I and II Environmental Assessments
- Experience administering and using USEPA Brownfield site assessment grant funds
- Familiarity with brownfields or equivalent processes should be described, giving examples of recent projects
- Performing site remediation and closure feasibility assessments (to include estimating associated risks and costs)
- Working with Federal, tribal and State regulatory agencies
- Providing community outreach and environmental education
- Experience on the uses of alternative or innovative technologies

In addition, the RFP response shall describe institutional qualifications (including certifications or licenses) for:

- Boring and monitoring well installations (attach typical log diagram) and abandonment
- Analytical laboratories, including results of participation in performance evaluation programs use of alternative/innovative technologies/equipment (as applicable)
- Environmental professionals
- Asbestos surveys (Colorado Asbestos Hazard Emergency Response Act (AHERA) certification)

H. Schedule and Costs

The RFP response should address schedule and time/material cost estimates for the activities listed below. Unit rates on which costs are based for project deliverables must be included with the proposal.

Submit cost estimates and unit rates for the following activities. Quantities listed below are estimates only and do not represent a guarantee of work awarded. Actual quantities will be subject to assessment determinations, properties identified and allowed, scheduling priorities, number of awarded firms and other qualifications, as outlined elsewhere in this RFP and as authorized by the City and USEPA:

- Final negotiated work plan preparation
- Surveys, field sampling, and analytical testing (If innovative techniques are proposed, submit a cost comparison to conventional methods.)
- Report writing and project management activities
- Quality assurance activities
- Providing environmental clean-up strategies
- Participation in public education activities (includes facilitation of meetings)

For the purpose of cost comparison use the following estimated quantities, including a per meeting or per assessment cost:

- Phase I Assessments, \$ _____ each x **30** = \$ _____
- Phase II Assessments, providing the following:
 - ✓ Detail of estimated hours and hourly rates for personnel assigned to project
 - ✓ Identify potential analytical costs
 - ✓ Phase II ESA HSP, \$ _____ each x **9** = \$ _____
 - ✓ Phase II ESA QAPP, \$ _____ each x **1** = \$ _____
- Phase II FSPP, \$ _____ each x **9** = \$ _____
- Community Meetings, \$ _____ each x **3** = \$ _____
- One-on-One Property Owner Meetings, \$ _____ each x **40** = \$ _____

The following schedule is proposed for reference of anticipated consultant activity. The actual timeline shall be dependent upon property owner and community response, as well as findings of specific properties.

June 2013: Project kick-off meeting with staff team and environmental consultant(s).

June/July 2013: Preparation of Quality Assurance Project Plan.

July 2013: First community meeting. Public workshop introducing the environmental consultant team(s) and describing for residents and property owners what the environmental assessment process will entail.

August - December 2013: Conduct initial environmental assessments.

August – December 2013: Submit Property Profile Reports and Assessment reports as needed.

November - December 2013: Second community meeting. Public workshop held to update the public on the status of the brownfields environmental assessments.

December - January 2013: Conduct additional environmental assessments if needed.

February – March 2014: Third community meeting. Final public workshop held to update the public on results of the environmental assessments and potential remediation plans.

March – April 2014: Develop Phase III Environmental Assessment Cleanup Plans as needed.

I. Adherence To Federal Requirements:

As EPA Assessment Grant monies will be used to fund this work, the Consultant(s) must adhere to all applicable Federal requirements. These requirements include, but are not limited to:

- The contract will be subject to those conditions of the cooperative agreement that relate to eligibility of costs and to contracts, including the administrative cost prohibition (see Exhibit 1).
- The contract is subject to regulations that govern contracts under cooperative agreements (such as, but not limited to, 40 CFR Part 31 requirements for accounting and record keeping, 40 CFR Part 30 requirements for financial reporting, and 40 CFR Part 35 Sub Part O).
- The contract will be subject to general Federal requirements for contracts under cooperative agreements, including mandatory steps for consultants to follow related to areas, such as the Davis-Bacon Act and utilization of Disadvantaged Business Enterprise (DBE).
- The relevant cooperative agreement conditions and applicable regulations are included in this RFP as Exhibit 1.
- All contractors must verify that they are not debarred from receiving Federal funds. While evaluating registered contractors' bids or proposals, the City of Wheat Ridge will consult the most current "List of Parties Excluded from Federal Procurement or Non-procurement Programs" at www.sam.gov to ensure that the firms submitting proposals are not prohibited from participation in assistance programs.
- The Minority-owned Business Enterprise (MBE) goal set under the grant agreement funding this work is 6.1%. The Women-owned Business Enterprise (WBE) goal is 6.6%.

III. PROPOSAL SUBMISSION AND EVALUATION CRITERIA:

A. Submit one (1) marked "Original" and three (3) complete hard copies, for a total of four (4) complete sets. and one (1) CD-ROM with all files in a .pdf format to:

Address: City of Wheat Ridge Municipal Building
ATTN BID: Jennifer Nellis, CPPB
7500 W 29th Avenue, Purchasing & Contracting Division
Wheat Ridge, CO 80033

PROPOSAL DUE DATE: TUESDAY, APRIL 4, 2013 BY 4:00 PM OUR CLOCK. NO EXCEPTIONS.

MARK OUTSIDE OF ENVELOPE: RFP-13-11 BROWNFIELDS ENVIRONMENTAL CONSULTANT / TESTING SERVICES

B. Evaluation Criteria

To simplify the review process and to obtain the maximum degree of comparability, proposals must follow the outline described below and, at a minimum, contain the requested information.

Firms will be judged not only on their past experience for the type of work involved but also on their ability to address issues critical to the success of the project requirements outlined in this RFP. Submittals should be formatted to correspond exactly to the bullets. Indexes for each of the four categories are preferred, in the same order. Proposal should not exceed 75 letter-sized pages. Additional relevant information is encouraged. Proposers must supply a statement that the consulting firm presently has no interest and shall not have any interest—direct or indirect—which would conflict in any manner with the performance of the services contemplated by the agreement with the project. No person having such interest shall be employed by or associated with consultant during the term of this agreement.

The proposer must also state whether they are on the list of contractors that have been debarred from receiving Federal funding. See attached format.

Omissions or incomplete responses in terms of content or aberrations in form may, at the City's discretion, render the proposal non-responsive. If you would like to incorporate the City marketing logo or City seal on your information contact: Heather Geyer, Administrative Services Director/PIO via email: hgeyer@ci.wheatridge.co.us

Submit the following information in your proposal in this order:

1) Signature Page and Forms (REQUIRED WITH SUBMITTAL)

- Complete and sign "Proposer Information and Addendum Acknowledge"
- Illegal Alien Form
- Debarment statement
- Conflict of interest statement

2) Qualifications of the Firm (22%)

To help determine the firm's reputation for personal and professional integrity and competence; ability to work with and comply with Federal, State, and local government agencies and persons in official oversight/compliance capacities; and familiarity and experience with the type of project/process and site, submittals shall address the following:

- An overview of your company's history. Include information on management, firm size, number of employees, years in business, location of work office, other DBA's.
- References (minimum of three): Include the name, current phone number and email of the owner's project manager for each project listed as a reference. Provide total dollar amount and a brief summary of the work performed. List any sub-consultants you may have partnered with.
- Include any supplemental references or supplemental qualifications that may attest to your firm's current ability to provide the required services.
- Demonstrate experience in overseeing and coordinating multiple concurrent projects.

- Regarding experience with projects for public clients, state your familiarity with governmental decision-making and review process.
- Firm's familiarity with the project area.
- Firm's familiarity with brownfield community outreach.
- Does the firm owner or its employees have any relationships which could be construed or perceived as personal, or any organization conflicts of interest?

3) SBE/MBE/WBE Enterprise Participation Qualifications (3%)

- Outline firm's approach to meeting project goals.

4) Experience of Staff and Team (40%)

Submittals shall identify the professional and educational experience of key personnel to be assigned to the project, and the firm's experience with the type of the project/process, project site and demonstrated experience producing approved QAPPs and Health & Safety Plans, and Phase I and II environmental assessments as follows:

- Identify the team that will be working on this project and their roles, including any sub-consultants.
- Provide resumes of staff that will be assigned to this project: indicate experience with similar projects, training, education, knowledge of ASTM standards, certifications including those specifically related to the State of Colorado (include asbestos certifications), length of time with the company. Indicate the office location of all staff that will be assigned to this project.
- Identify the Project Manager for this particular project.
- Present a brief discussion regarding the experience and qualifications of the team working on similar EPA grant funded projects.
- Provide sample(s) of approved QAPP's, Health & Safety Plans and Phase I and II environmental assessment reports, produced by the team.
- Describe individual experiences with the City or other government agencies.
- Include brownfield assessment experiences in the Denver metropolitan area and in other areas of Colorado.
- Describe assessment experience work with the Colorado Department of Public Health and the Environment.
- Provide a description of any unique strengths or experiences.
- Provide certification and testing authority documentation.

5) Approach, Timelines and Current Workload (20%)

Submittals shall demonstrate the ability of firm to provide required services and to perform the required work within the project period.

- Provide a timeline outlining the phases, dates and specific tasks necessary to complete the work.
- Provide information on current and projected (next 12 months) workload and how this project will be accomplished.
- Detail your approach to managing the work.
- Identify any foreseeable problems in the implementation of the program.
- Describe how the objectives identified will be achieved from a staffing perspective.
- Demonstrate your understanding of the technical requirements.
- Provide equipment list and identify testing facilities or sub-consultant services.

6) Fee Schedule (15%)

Costs associated with the scope of work, subject to negotiation with the selected firm upon submittal of a detailed work plan shall be submitted, and evaluated:

- Provide a detailed statement of fees, including individual rates for professional and support staff. Also include an estimate for all reimbursable expenses. Reimbursable expenses should be assumed to be billed at cost, without markup.

- All rates/fees for staff, including fringe benefits, payroll taxes, insurance and overhead costs must be outlined
- Pricing for any or all of the requested services.
- Value-added services: Detail any value-added services, such as reporting, training, public outreach, educational programs, resources, health and safety programs, investments, service at public events.
- Rates are negotiable.

IV. SELECTION PROCESS

The selection committee comprised of the City of Wheat Ridge staff and WR2020 staff will review each proposal and may 1) recommend an award based on the proposals or 2) short list firms and conduct interviews. The City reserves the right to reject all proposals.

If firms are short listed, the process includes: 1) written notification to the short list firms, 2) conduct interviews, 3) check references on the number one ranked firm and 4) negotiate fees.

1. **Short List:** Submittals will be evaluated in accordance with the evaluation criteria above. The panel will review and score the proposals. Firms ranked the highest may be invited to an oral interview.
2. **Oral Interviews:** It is anticipated that oral interviews will be conducted in accordance to the schedule below. Firms will be notified in writing of the short list. Short listed firms will receive interview instructions. Key personnel from the firm and major consultants who will be directly involved with the project should attend the interview. The interview panel will, in particular, be interested in knowing more about previous experiences, meeting deadlines, project approach and in conversing with the individuals who will act as the primary contacts.
3. **Fee Proposals and Final Selection:** The City will attempt to negotiate a contract with the highest ranked firm following the interview stage.

V. ANTICIPATED SCHEDULE OF EVENTS

All times are local and by our clock.

RFP Issued	March 7, 2013
Advertise in The Denver Post	March 11, 2013
Inquiry Deadline	March 21, 2013
Final Addendum Issued	March 26, 2013
Proposal Due Date and Time	TUESDAY, APRIL 4, 2013 by 4:00 pm
Short List	April 15, 2013
Interviews	Week of April 22, 2013
Negotiation of Contract	Week of April 22, 2013
Council Approval	May 13, 2013
Start Date	June, 2013
CAF	4/30 or 5/1

VI. ADMINISTRATIVE AND OFEROR INFORMATION

1. **PROPOSAL OPENING, EVALUATION AND AWARD**
Only the names of each proposer will be read at the opening. Proposals will be examined after opening. Proposals will be evaluated on the basis of the evaluation criteria. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the City and not necessarily on the basis of lowest price. The City reserves the right to make multiple awards if deemed in the best interest of the City. No proposal may be withdrawn for a period of sixty (60) calendar days of the Proposal Opening date.
2. **TAXES**
The City of Wheat Ridge is exempt from City, County, State and Federal Sales/Excise Taxes. Certificates will be issued upon request. Any appropriate taxes shall be shown as a separate item in your Proposal.
3. **PROPOSER QUALIFICATIONS**
No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that

is in arrears to the City of Wheat Ridge, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the City or that is deemed irresponsible or unreliable by the City. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid upon and that they have the necessary financial resources to provide the proposed supply/service called for as described in the attached Section IV, Information for Proposals.

4. **RIGHT TO INVESTIGATE**

The City reserves the right to investigate and confirm the proposer's financial responsibility. This may include financial statements, bank references and interviews with past consultants, employees and creditors. Unfavorable responses to these investigations are grounds for rejection of the proposal.

5. **NO COMMITMENT BY CITY OF WHEAT RIDGE**

This Request for Proposals does not commit the City of Wheat Ridge to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a Proposal to this Request, or to procure or contract for services or supplies. In acceptance of proposals, the City of Wheat Ridge reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the City. This includes solicitation of a best and final offer from one or more of the proposers.

6. **PROPOSAL REPRESENTATION**

Each Proposer must sign the proposal with their usual signature and shall give their full business address on the form provided in this Proposal. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter and shall have the corporate seal affixed thereto.

7. **ANTI COLLUSION CLAUSE**

No officer or employee of the City of Wheat Ridge, and no other public official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all City of Wheat Ridge contracts for this Service.

8. **INSURANCE**

The successful Proposer shall, during the term of this Agreement and until completion thereof, provide and maintain the following types and minimum insurance coverage as follows:

<u>Type of Insurance</u>	<u>Minimum Limits of Liability</u>
Standard Workers' Compensation	Statutory including occupational disease coverage for all employees at worksite
Employers' Liability	\$500,000 per person \$500,000 per accident \$500,000 each disease
Comprehensive General Liability Insurance	\$250,000 each person; \$1,000,000 each occurrence
Errors and Omissions	\$1,000 each occurrence

The successful Proposer shall affect the insurance policies in a company or companies and in a form satisfactory to the Owner. Before commencing any performance under this Agreement, successful Proposer shall deliver, to the City, Certificates of Insurance issued by the insurance company, and/or its duly authorized agents pertaining to the aforementioned insurance, and certifying that the policies stipulated above are in full force and effect.

All policies and/or Certificates of Insurance shall include the City of Wheat Ridge as an additional named insured, except for Workers Compensation, and Errors and Omissions.

Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Agencies

may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C.R.S., as amended.

Workers' Compensation Insurance - The contractor shall provide workers' compensation insurance coverage for all persons employed to perform the work to be done under the contract and assure that all workers will receive the compensation for compensable injuries.

Professional Liability Insurance - Evidence of Professional Liability Insurance will be required upon award of the project.

9. **LAWS AND REGULATIONS**

All applicable State of Colorado and Federal laws, City and County ordinances, licenses and regulations shall apply to the award throughout and herein incorporated here by reference.

10. **SUBCONTRACTING**

No portion of this Proposal may be subcontracted without the prior written approval by the City.

11. **SALES PROHIBITED / CONFLICT OF INTEREST**

No officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Wheat Ridge is prohibited.

12. **MODIFICATION OF AGREEMENT**

No modification of award shall be binding upon the City unless made in writing and signed by authorized agents of both parties.

13. **CANCELLATION**

Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

14. **TERMINATION OF AWARD FOR CAUSE**

If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Proposer shall violate any of the covenants, agreements or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Agency, become its property, and the successful Proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished.

Notwithstanding the above, the successful Proposer shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the successful Proposer and the City may withhold any payments to the successful vendor for the purpose of set off until such time as the exact amount of damages due the City from the successful Proposer is determined.

15. **TERMINATION OF AWARD FOR CONVENIENCE**

The City may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Proposer under the award shall, at the option of the City, become its property. If the award is terminated by the City as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful Proposer, termination of award for cause, relative to termination shall apply.

16. **EQUAL OPPORTUNITY**

The successful firm will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

It shall be a condition that any company, firm or corporation supplying goods or services, must be in compliance with the appropriate areas of the Americans With Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans With Disabilities Act may be required, upon request, by the City.

17. **COMMON LANGUAGE**

Unless otherwise specified in this document, all words shall have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender. The word "firm/bidder/proposer" means any person, partnership, corporation or other entity.

18. **PROPRIETARY INFORMATION**

The evaluation committee will hold information provided by Proposers during the RFP process in confidence until the date of an award. After that date, proposals will become public record. Proposers may request parts of their proposals to remain confidential and shall indicate in the proposal and on the appropriate proprietary or financial pages. All information included in any Proposal that is of a proprietary nature must be **clearly** marked as such. The City shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm.

19. **COMPETITIVENESS AND INTEGRITY**

The Purchasing Office maintains control of its internal and third party communications during the procurement process to prevent biased evaluations and compromises of confidential information and to preserve the competitiveness and integrity of such procurement efforts. Proposers should not disclose their pricing to any employees of the City other than the contact representative. Attempts by proposers to establish informal communication channels regarding this procurement will be viewed negatively and shall result in rejection of the offending firm's offer.

20. **PROPOSAL FORMAT**

All responses to this Request For Proposal shall use the respondent's format except for those pages, which have blanks to be filled in by the respondent or those pages marked for return with proposal. A proposal can be rejected by the City, if the firm fails to completely fill in all blanks for evaluation of the proposal or fails to answer all questions. Proposal should be submitted initially on the most favorable terms. All proposals shall be prepared in a comprehensive manner as to content; however no necessity exists for expensive binders or promotional material. All costs, including travel and expenses incurred in the preparation of this proposal shall be borne solely by the Proposal.

21. **PROPOSAL REJECTION AND/OR PARTIAL ACCEPTANCE:** The City reserves the right to:

- reject any and all proposals
- accept other than the lowest price
- waive minor defects or technicalities, formalities and informalities
- accept in whole or in part such proposal where it is deemed advisable
- make an award on the basis of the apparent greatest benefit to the City
- alter the scope of work reasonably and RFP documents until a contract is executed.

22. **GOVERNING LAW:**

The laws of the State of Colorado shall govern any contract executed between the successful contractor and the City. Further, the place of performance and transaction of business shall be deemed to be in the County of Jefferson, State of Colorado. In the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, Jefferson County, Colorado.

23. **TAXES AND LICENSES BY THE AWARDED CONTRACTOR**

Contractor shall promptly pay, when they are due, all taxes, excises, license fees, and permit fees of whatever nature applicable to work which it performs under this agreement and shall take out and keep

current all required municipal, county, state or federal licenses required to perform this work. Contractor shall furnish the City upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and taxes. Contractor shall promptly pay, when due, all bills, debts and obligations it incurs performing work under this agreement and to allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by the City.

24. **PROMPT PAYMENT DISCOUNTS:**

In determining the most responsive priced proposal(s), the City will consider all acceptable proposals on a basis of the net price to be paid after deduction of the discount specified in the respective proposals. Prompt payment discounts allowing less than 10 days for the discount to apply shall not be considered as a cost factor in the evaluation of proposals. In connection with any prompt payment discount offered, time will be computed from date of receipt of a correct invoice to include the receipt and acceptance of performance.

25. **OWNERSHIP OF CONTRACT PRODUCTS:**

All products produced from the awarded contract shall be the sole property of the City.

26. **FUNDING**

There is in effect within the City of Wheat Ridge, Colorado, Section 2-4 of the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The Contractor is specifically advised of this Section 2-4 of the Code of Laws. This Contract is specifically subject to the provisions of said Code Section. Funding of this contract for any time period after January 1, of the year succeeding the date of entry of this contract is expressly contingent upon appropriations being made by the City Council of the City of Wheat Ridge, Colorado. No promise, expressed or implied, is made that such funding will be approved by the City Council, acting in its legislative discretion.

27. **INDEMNIFICATION:** The Consultant agrees to indemnify and to hold the City and its agents harmless for, from and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons as a result of the negligent performance or failure of the Consultant to provide services pursuant to the terms of this Agreement.

28. **INDEPENDENT CONTRACTOR**

The firm is an independent contractor. Notwithstanding any provision appearing in this RFP, all personnel assigned by the firm to perform work under the terms of this RFP and any subsequent agreement shall be, and remain at all times, employees or agents of the firm for all purposes. The firm shall make no representation that it is the employee of the City for any purpose.

29. **DUE DILIGENCE**

Due care and diligence has been used in the preparation of this information and it is believed to be substantially correct. However the responsibility for determining the full extent to the exposure and the verification of all information shall rest solely with the proposer. The City is not responsible for any errors or omissions in the specification or for the failure on the part of the proposer in determining the full extent of exposure.

30. **DEBRIEFING**

Offerors not selected or placed on a short list may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their firm's proposal upon receipt of notification that their firm was not selected or short listed. Firms that were on the short list but not selected may request a debriefing after they have been notified that another firm was selected. A debriefing is scheduled with the Purchasing Agent.

31. **SECURITY ACCESS CARDS**

The City will issue security access cards to assigned workers. It will be the discretion of the City if the access cards are issued specifically for each worker or a guest card may be issued.

32. **SAMPLE AGREEMENT:** A sample agreement is provided for your review if your firm is awarded. Do not complete nor enclosed with your proposal. It is for information only.

**THANK YOU FOR YOUR INTEREST IN DOING BUSINESS WITH
THE CITY OF WHEAT RIDGE**

**CITY OF WHEAT RIDGE
RFP-13-11
BROWNFIELDS ENVIRONMENTAL CONSULTANT / TESTING SERVICES**

PROPOSER INFORMATION AND ADDENDUM ACKNOWLEDGMENT

FEIN/SSN (Required) _____
Federal I.D. Number

COMPANY _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE _____ FAX _____

AUTHORIZED SIGNATURE _____
This is required. Must be in ink.

TYPED/PRINTED NAME _____

TITLE _____ EMAIL _____

PROPOSER IS RESPONSIBLE FOR FOLLOWING UP ON ALL ADDENDA

ACKNOWLEDGE ADDENDUM: Bidder is responsible for confirming receipt of each addendum, please initial.

#1 _____ #2 _____ #3 _____ #4 _____

INITIAL YOU REVIEWED EACH ADDENDUM FOR THIS PROJECT _____

VISA IS THE PREFERRED PAYMENT METHOD.

DO YOU ACCEPT VISA WITHOUT EXTRA FEES? _____

IF NOT, WOULD YOU ESTABLISH A VISA ACCOUNT FOR PAYMENT PURPOSE? _____

POINT OF CONTACT: Jennifer Nellis, Purchasing & Contracting Agent, jnellis@ci.wheatridge.co.us or fax 303-234-5924.

DO NOT CONTACT THE REQUESTING DEPARTMENT OR MEMBERS OF THE EVALUATION COMMITTEE.

Signature acknowledges that Proposer: 1) has read the bid documents thoroughly before submitting a proposal 2) will fulfill the obligations in accordance to the scope of work or specifications, terms, and conditions 3) is capable of performing quality work to achieve the City objectives and 4) is submitting without collusion with any other individual or firm. You must submit a proposal with an authorized signature.

MUST SUBMIT THIS SIGNATURE PAGE WITH YOUR PROPOSAL

**CITY OF WHEAT RIDGE, CO
CERTIFICATION STATEMENT FOR
ILLEGAL ALIENS, COMPLIANCE TO HB 1343**

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq.
2. The Vendor shall not knowingly employ or contract with an illegal alien to perform work under this purchase order or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien.
3. The Vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b)(I).
4. The Vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate the above referenced purchase order for breach and the Vendor shall be liable for actual and consequential damages to the City of Wheat Ridge.

CERTIFIED and AGREED to this _____ day of _____, 200_____

BID NUMBER: _____

FIRM: _____
(Print Full Legal Name)

Authorized Signature: _____

Print Name: _____

Print Title: _____ Date: _____

Attestation: (A corporate attestation is required.)

BY: _____
Corporate Secretary or Equivalent

Place corporate seal here, if applicable

VENDOR MUST COMPLETE AND SUBMIT THIS FORM WITH PROPOSAL

DEBARMENT CERTIFICATION STATEMENT

The following statement must be reproduced on company letterhead and signed by an authorized representative of the firm and is subject to status reported on the US Contractor registration System for Awards Management at www.sam.gov.

I, _____, an authorized representative of
_____ (company) certify that
_____ (company), DUNS #
_____, is not debarred from receiving Federal funds.

_____ (signature)

_____ (print name)

_____ (title)

_____ (date)

CERTIFICATION of NON-COLLUSION

The undersigned certifies under the penalties of perjury that this proposal, in response to RFP-13-11, is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Name of Respondent (Person or Firm)

Signature of Authorized Agent

Printed Name of Authorized Agent and Title

Date



RFP-13- 11
CONSULTANT SAMPLE AGREEMENT, FOR YOUR REVIEW ONLY

THIS AGREEMENT made this _____ day of _____ 2013, by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the "City" or "Owner" and _____, a _____ corp. of _____, hereinafter referred to as the "Contractor" or "Consultant".

WITNESSETH, that the City of Wheat Ridge and the Contractor agree as follows:

ARTICLE 1 – SERVICES

The Contractor shall serve as the City's Consultant and provide as a minimum all of the professional services required as per **RFP-13-11** _____, as more fully described and included in the Request for Proposal and Contractor's response to the RFP (Exhibit I - attached hereto), both documents are incorporated herein by reference.

ARTICLE 2 – TERM

The work to be performed under this Agreement shall commence promptly after receipt of a fully executed copy of this Agreement to the extent that the Contractor has been authorized to proceed by the City.

THE TERM FOR THIS AGREEMENT IS THROUGH DECEMBER 2013, WITH THE OPTION TO RENEW FOR AN ADDITIONAL ONE-YEAR PERIOD, AT THE SOLE DISCRETION OF THE CITY TO THE CONCLUSION OF THE PROJECT. If your firm has never performed work for the City, the initial term of the agreement may be six (6) months at the sole discretion of the City.

At the end of each year, if the City deems the Contractor's performance is acceptable and the pricing remains the same the agreement may continue with automatic renewals. The agreement may be automatically renewed if:

- The City fails to contact your firm prior to the end of the current term regarding the desire to renew.
- All pricing remains the same.
- The scope of work or specifications are not changed or modified.

If at the end of each year the City desires to rebid or the Contractor's performance is not acceptable the City and Consultant may elect to continue the agreement on a month to month basis until the rebid process is complete.

ARTICLE 3 – PAYMENT AND FEE SCHEDULE

The City hereby agrees to pay the Consultant the amounts required for additional work as deemed necessary at the unit prices set forth in the Consultants proposal, with a total contract amount not to exceed _____, (\$ _____), in accordance to the provisions and subject to the conditions as set forth in this Agreement and the documents referred to above.

It is understood and agreed by and between the parties hereto, that the City shall pay the Consultant for services rendered, \$.00 per hour and as follows: (Insert). There is no charge for computer, telephone, postage, copies or other ordinary costs and expenses.

Pricing shall remain firm for each renewal period.

A. Invoices by Task

Invoices will be submitted monthly by the Contractor for services performed and expenses incurred pursuant to this Agreement during the prior month. The payment will be expedited by the User Department and processed as a VISA transaction within 2 business days of the City approval. The City may elect the

alternative method of payment by the Treasurer's Office through proper accounting procedures. Payment is then made to the Contractor within thirty (30) days of the receipt. A check is mailed.

B. Funding

There is in effect within the City of Wheat Ridge, Colorado, a provision of the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The contractor is specifically advised of the provisions of this portion of the Code of Laws of the City of Wheat Ridge, which was enacted pursuant to Ordinance 787, Series of 1989, and expressly incorporated herein. This contract is specifically subject to the provisions of said Ordinance and adopted Code Section.

ARTICLE 4 – INDEPENDENT CONTRACTOR

In performing the work under this Agreement, the Contractor acts as an independent contractor and is solely responsible for necessary and adequate worker's compensation insurance, person injury and property damage insurance, as well as errors and omissions insurance. The Contractor, as an independent contractor, is obligated to pay federal and state income tax on monies earned. The personnel employed by the Contractor are not and shall not become employees, agents or servants of the City because of the performance of any work by this agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City will have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 5 – INSURANCE

In accordance with Article 4 above, the Contractor shall furnish a certificate of insurance upon notification of award and prior to performance. Work shall not commence under this Agreement until the Contractor has submitted to the City and received approval thereof, a certificate of Insurance showing compliance with the following minimum types and coverage of insurance.

<u>Type of Insurance</u>	<u>Minimum Limits of Liability</u>
Standard Workers' Compensation	Statutory including occupational disease coverage for all employees at worksite
Employers' Liability	\$500,000 per person \$500,000 per accident \$500,000 each disease
Comprehensive General Liability Insurance	\$250,000 each person; \$1,000,000 each occurrence
Errors and Omissions	\$1,000 each occurrence

The successful Proposer shall affect the insurance policies in a company or companies and in a form satisfactory to the Owner. Before commencing any performance under this Agreement, successful Proposer shall deliver, to the City, Certificates of Insurance issued by the insurance company, and/or its duly authorized agents pertaining to the aforementioned insurance, and certifying that the policies stipulated above are in full force and effect.

All policies and/or Certificates of Insurance shall include the City of Wheat Ridge as an additional named insured, except for Workers Compensation, and Errors and Omissions.

Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Agencies may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C.R.S., as amended.

ARTICLE 6 – INDEMNIFICATION

The Contractor agrees to indemnify and to hold the City and its agents harmless for, from and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons as a result of the negligent performance or failure of the Contractor to provide services pursuant to the terms of this Agreement.

ARTICLE 7 – CHANGE ORDERS OR EXTENSIONS

The City may, from time to time, require changes in the scope of services of the Contractor to be performed herein. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the City and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the Request for Proposal, or if no provision exists, pursuant to the terms of the Change Order.

ARTICLE 8 – EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to their age, race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship., The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 9 – CHARTER, LAWS AND ORDINANCES

The Contractor at all times during the performance of this Agreement, agrees to strictly adhere to all applicable Federal, State and Local laws, rules, regulations, and ordinances that affect or govern the work as contemplated under this Agreement.

ARTICLE 10 – LAW AND VENUE

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this contract is with the District Court of Jefferson County, Colorado.

ARTICLE 11 – TERMINATION

The Contractor acknowledges that his failure to accomplish the work as described shall be considered a material breach of the contract and entitle the City to consequential damages resulting from failures, acts, or omissions including but not limited to re-procurement costs, insufficient or improper work.

The City and the Contractor agree that this Agreement may be canceled for cause, by either party with a fifteen (15) day prior written notice. The cost of completing the portion of the work which remains unperformed at the time of such termination shall be deducted from the contract price before payment is made.

The City may terminate the Agreement for its convenience upon thirty (30) days written notice. In the event of such termination, the Contractor will be paid for all work and expenses incurred up until the time of such termination.

All work accomplished by the Contractor prior to the date of such termination, shall be recorded and tangible work documents shall be transferred to and become the sole property of the City, prior to payment for services rendered.

ARTICLE 12 – NOTICES

	City	Contractor
Contact Name		
Phone		
Cell		
Email address		
Address		
City, State, Zip		

ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTORS

The duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, nor subcontracted except with the express written consent of the City. The subcontractors permitted by the City shall be subject to the requirements of this Agreement, and the Contractor is responsible for all subcontracting arrangements and the delivery of services as set forth in this Agreement. The Contractor shall be responsible for the performance of any sub-Contractor.

ARTICLE 14 – SEVERABILITY

To the extent that the Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

ARTICLE 15 – INTEGRATION OF UNDERSTANDINGS

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force and effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing and signed by an authorized representative of the City and the Contractor.

ARTICLE 16 – PROHIBITION ON EMPLOYING OR CONTRACTING WITH ILLEGAL ALIENS

- A. The Contractor hereby certifies that at the time of executing this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that it will participate in either the E-Verify Program or Department Program as those terms are defined in C.R.S. §§ 8-17.5-101(3.7) and (3.3), respectively, (the "Programs") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform the work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.
- D. The Contractor is prohibited from using the Programs procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Contractor obtains actual knowledge that a subcontractor performing the work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that the

subcontractor is knowingly employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, required pursuant to C.R.S. § 8-17.5-102(2)(III)(A), the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- F. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

ARTICLE 17 – AUTHORIZATION

Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein and to perform the duties and obligations described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in **two (2)** copies, each of which shall be deemed an original on the day and year first written above.

ATTEST:

OWNER

JANELLE SHAVER, CITY CLERK

CITY OF WHEAT RIDGE
7500 W 29TH AVENUE
WHEAT RIDGE, CO 80033
303-234-5900

DATE

JERRY DITULLIO, MAYOR

(Seal)

CONTRACTOR

APPROVED AS TO FORM:

Company Name
Street
City, State, ZIP

GERALD DAHL, CITY ATTORNEY

ATTEST TO CONTRACTOR:

AUTHORIZED SIGNATURE

NAME

PRINT NAME

TITLE

TITLE

DATE

DATE

ATTACHMENT "A"
RFP-13-11

BROWNFIELDS ENVIRONMENTAL CONSULTANT / TESTING SERVICES

AFFIDAVIT

Vendor: Only the successful vendor, if an individual or sole proprietor, will be required to complete Attachment A.

I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that:

Check Only One

- I am a United States citizen, **OR**
- I am a Permanent Resident of the United States, **OR**
- I am lawfully present in the United States pursuant to Federal Law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the US prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn Affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under CRS 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Date

I, _____, City of Wheat Ridge employee, observed the identification supplied by the above named individual and affirm that it appears to be valid and is of the following form:

CHECK ONLY ONE

- Colorado Drivers License or State Issued Identification card.
- United States Military or Military Dependent's Card.
- Merchant Mariner Card.
- Native American Tribal Document.
- Valid Drivers License or State Issued Identification Card bearing applicant's photograph issued by one of the following (all states are not listed here; only those that verify lawful presence): AL, AZ, AR, CA, CN, DE, DC, FL, GA, D, IN, Iowa, KA, Jersey, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, and WY.
- Certificate verifying naturalized status issued by an authorized agency of the United States bearing Applicant's intact photograph impressed with the raised embossed seal of the issuing agency.
- Certificate verifying United States citizenship issued by an authorized agency of the United States bearing Applicant's intact photograph impressed with the raised embossed seal of the issuing agency.
- Valid immigration documents demonstrating Lawful Presence and verified through the Systematic Alien Verification for Entitlements, administered by the United States Citizenship and Immigration Services of the Department of Homeland Security. Valid Immigration documents are as follows:
 - Unexpired Foreign Passport bearing an unexpired "Processed for I-551" stamp or with an attached unexpired "Temporary I-551" visa.
 - Unexpired Foreign Passport accompanied by an "I-94" indicating a specific future "until" date.
 - "I-94" with refugee or asylum status.
 - Unexpired "Resident Alien" card, "Permanent Resident" card, "Temporary Resident" card, or "Employment Authorization" card.

Signature

Date

ATTACHMENT "B"

**RFP-13-13
BROWNFIELDS ENVIRONMENTAL CONSULTANT / TESTING SERVICES**

ACCEPTANCE OF CONDITIONS STATEMENT

A. Proposing firm indicates acceptance of the following conditions:

1. City of Wheat Ridge prohibits contracting with firms which employ certain relatives of City employees unless the City Council determines that the making of such a Contract is in the City's best interest.

No City Council member, member of a board or commission, Municipal Judge, City Manager, City Attorney (s), or employee of the City of Wheat Ridge or any such person's spouse, child, parent, brother, sister, dependent or person assuming a relationship being the substantial equivalent of the above, has an existing or pending, direct or indirect, financial, pecuniary or personal interest in the proposing firm or this Request for Proposal, except as follows:

2. I/we hereby agree to all instructions, terms and conditions, and specifications contained herein.

B. I/we acknowledge the following addenda: _____

Proposing Firm Name: _____

Address: _____

Telephone Number: _____

Submitted By: _____

(Signature)

Title: _____

Date: _____

Attest (by officer if corporation) or Notary (if individual): _____

My Commission Expires (if notarized): _____