



**REQUEST FOR QUALIFICATIONS
RFQ-JN-15-06**

SUBMITTAL DUE DATE: THURSDAY, March 5, 2015 BY 4:00 PM

Consultant Services: CDOT Inspection Coordinator

SUBMITTALS MUST BE MAILED OR DELIVERED TO:

City of Wheat Ridge Municipal Building
Attention: Jennifer Nellis, CPPB
7500 West 29th Avenue, Purchasing Division
Wheat Ridge, CO 80033
303-235-2811

IMPORTANT: PLEASE READ ENTIRE DOCUMENT

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

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE _____ FAX _____

TYPED/PRINTED NAME _____

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

TITLE _____

RECEIPT OF ADDENDUM, HOW MANY _____ PLEASE INITIAL _____
Firm is responsible for inquiring on all Addenda

No oral, telegraphic, facsimile or telephone submittal will be accepted.

Signature acknowledges that Vendor has read the documents thoroughly. Page one must be signed and submitted.

POINT OF CONTACT: Jennifer Nellis, Purchasing & Contracting Agent email jnellis@ci.wheatridge.co.us or fax 303-234-5924 or phone 303-235-2811.

All inquiries must be sent to the Purchasing Division. Do not contact the requesting department.

SUBMIT PAGE ONE/ SIGNATURE PAGE WITH YOUR PROPOSAL

**CITY OF WHEAT RIDGE
REQUEST FOR QUALIFICATIONS
RFQ-JN-15-06
Consultant Services: CDOT Inspection Coordinator**

Project Description: The City of Wheat Ridge Public Works Department seeks a qualified individual or firm to provide consulting services in support of construction of the federally funded Kipling Multi-Use Trail, i.e. sidewalk sections between 32nd Ave and 44th Ave., in Wheat Ridge. Services required will include project management coordination of various contracted activities, as directed; and coordination/review of the quality assurance testing firm that will be hired separately by the City. The construction is expected to commence in April, 2015; however, the City may allow a delayed construction start date of up to 90 days. The awarded contractor will have 175 working days to finish the project; therefore, professional services of the CDOT Inspection Coordinator will be required through project close-out.

Minimum Requirements: Must be on CDOT's list of pre-qualified consultants prior to submitting proposal. The selected firm shall provide CDOT certified inspector services. Interested firms shall have a minimum of 3 – 5 years documented experience working on CDOT projects in a similar capacity, including project management, completion of CDOT forms, construction inspection services.

Contractor/Consultant Qualifications: Bidder must complete and submit the Contractor Qualification Form provided with the bid document. Failure to complete this form and submit with bid may result in the disqualification of the contractor. The City's acceptance of this bid shall be based on information provided by the contractor in this form. Bid amount and qualifications are evaluated subsequent to bid opening to determine the successful bidder. The City does not pre-qualify contractors.

Compliance: Consultants shall comply with the amended provision of CRS 8-17.5-101 regarding employment of illegal aliens to perform on public contracts. Davis-Bacon Provisions shall apply. Consultant cannot be banned or debarred, per current sam.gov information.

Submittals Due: Thursday, March 5, 2015 by 4:00 p.m. (local time)

City of Wheat Ridge Municipal Building
Attention: Jennifer Nellis, CPPB
7500 West 29th Avenue, Purchasing Division
Wheat Ridge, CO 80033

Mark Envelopes: RFQ-JN-15-06 Consultant Services: CDOT Inspection Coordinator

Comments: Firms must provide five (5) copies in order to facilitate the review process. Late receipt of submittals will not be considered regardless of postmark. Faxes and emails are not acceptable as submittals. All proposals will be validated. No submittals will be accepted after the due date. Submittals received after the due date will be filed unopened. The City of Wheat Ridge reserves the right to reject any parts of a submittal and to waive any formalities or irregularities to make an award in the best interest of the City. No public opening.

Documents: Available on Bidnet www.govbids.com or by calling Purchasing at 303-235-2811 or at the City Web Site, www.ci.wheatridge.co.us

Point of Contact: Jennifer Nellis, Purchasing & Contracting Agent email jnellis@ci.wheatridge.co.us or fax 303-234-5924 or phone 303-235-2811.

Publish Dates:

Jennifer Nellis, Purchasing & Contracting Agent

Daily Journal: February 9, 2015
February 16, 2015

ATTEST:

Janelle Shaver, City Clerk

City Web Site: February 9, 2015

CITY OF WHEAT RIDGE
RFQ-JN-15-06
Consultant Services: CDOT Inspection Coordinator

I. INTRODUCTION

The City of Wheat Ridge is located on the west side of the Denver metropolitan area, at 7500 West 29th Avenue, Wheat Ridge, CO 80033. It has a population of approximately 33,000 people.

The construction of Kipling Multi-use Path, 32nd Ave. to 44th Ave., will be awarded in March 2015. The work required of the consultant firm for project management and inspection coordination services may include night or day; weekends; holidays; or a split-shifts basis as required through project close-out.

II. SUMMARY PROJECT DESCRIPTION

A. AUTHORIZATION TO PROCEED:

Work shall not commence until the consultant receives the written Notice to Proceed. Work shall be completed within the allotted contract time. Time charged shall be exclusive of time lost for:

- Reviews and approvals
- Responses/direction from Wheat Ridge

B. ROUTINE REPORTING AND BILLING:

The consultant shall provide the following on a routine basis:

- Coordination of all contract activities by the Consultant's Project Manager when required
- Coordination of the testing firm hired by the City to perform Quality Assurance testing

C. STATUS OF PROJECT:

The consultant shall monitor the status of work, and advise the Wheat Ridge Project Engineer/Manager of any potential need for supplementing their contract. Failure to monitor work status and provide timely notification may result in discontinuing the consultant's services relative to the task order until a supplemental agreement can be affected. Inspection observations shall be documented and approved by the Wheat Ridge Project Engineer in accordance with the references cited below.

D. PROJECT STANDARDS:

All sampling, testing, and documentation shall be in accordance with:

- Colorado Department of Transportation (CDOT) Field Materials Manual, Construction Manual,
- CDOT M&S Standards and
- applicable Project and Standard Special Provisions in the construction project contract -
Kipling Multi-use Path, 32nd Avenue to 44th Avenue, Wheat Ridge, CO
CDOT #18583
Wheat Ridge Project #S-03-11 (CONSTRUCTION – ITB-15-01) and
- applicable CDOT Standard Specifications for Road and Bridge Construction.

The applicable CDOT Field Materials Manual, including Colorado Procedures and Colorado Procedure-Laboratory, shall be the one currently in use when the construction project is advertised. If the required method is not described in the CDOT Field Materials Manual, the required work shall be completed in accordance with the current AASHTO

Standard Specifications for Transportation Materials and Methods of Sampling and Testing (as revised and supplemented) or the ASTM Standards.

Proposed work procedures shall be coordinated with the Wheat Ridge Project Engineer prior to the start of work and shall be in accordance with City of Wheat Ridge erosion control policies and project Storm Water Management Plan.

III. CONSULTANT SERVICES

Consultant services shall include:

- Consultant shall provide construction management and engineering personnel to oversee project progress and ensure all proper documentation is obtained from the contractor, including materials testing reports by the contractor and city testing firm, and inspection reports.
- Consultant shall coordinate all testing as required by the CDOT form 250.
- Consultant shall ensure that a CDOT certified inspector shall be utilized for all inspections done by the consultant. The inspection Consultant must be thoroughly familiar with CDOT specifications, manuals, forms and documentation requirements. Personnel provided by the Consultant who do not meet all of the specified requirements, or who fail to perform their work in an acceptable manner, shall be removed from the project when determined and directed by the Wheat Ridge Project Engineer.
- Consultant shall provide all necessary materials and equipment including cell phones, vehicles and computer. Computers shall be fully capable of running MS Office Suite, including necessary communications hardware, software and Internet Service.
- Personnel qualifications, staffing level, and number and types of vehicles shall be subject to the approval of the Wheat Ridge Project Engineer. The Consultant shall assign personnel for the duration of the project unless otherwise requested or approved by the Wheat Ridge Project Engineer.
- Consultant shall provide construction inspection to ensure compliance with plans and specifications.
- Consultant shall review construction Contractor submittals including false work and shoring, mix designs, approved products, scale tickets, etc.

IV. PROJECT MANAGEMENT & CONSTRUCTION INSPECTION TASKS

Consultant personnel shall assist the Wheat Ridge Project Engineer in performance of contract administration, construction inspection activities and other project-related activities, as directed by the Wheat Ridge Project Engineer. Responsibilities may include but are not limited to completion or assistance of the following:

- Participation in weekly progress meetings when requested with contractor, sub-contractors, utilities, and other interested parties;
- Conduct conferences (agenda(s) in CDOT Construction Manual) for:
 - Structural concrete pre-pour,
 - Bridge pre-set meeting,
 - Concrete pavement pre-paving,
 - HMA pre-paving;
- Perform traffic control inspections;
- Anticipating project problems and suggesting solutions to the Wheat Ridge Project Engineer;
- Initial, follow-up, completion, and final inspections of work in progress, including interim and final measurements;

- Prepare and submit monthly progress reports to CDOT
- Notifying contractor and Project Engineer of non-compliance with the contract plan and specifications;
- Resolve Contractor claims and disputes;
- Performance of special tests, investigations, or monitoring which are required to fulfill the intent of the CDOT inspection program;
- Completing inspection documentation using CDOT forms for the development of progress payments for the contractor in accordance with CDOT's prescribed procedures;
- Submittal of standard documentation reports no later than the following working day;
- Preparation of routine correspondence to the contractor, CDOT Staff, local agencies, etc.;
- Providing liaison and communication to contractor field crews;
- Assisting in preparing punch lists of uncompleted work, non-conformance reports, and deficiency notices;
- Maintaining accurate field notes during construction reflecting actual construction details to be used in preparation of the as-constructed plans;
- Ensure all proper CDOT project documentation is provided by the contractor for a federally funded project;
- Miscellaneous project-related duties as directed by the Wheat Ridge Project Engineer;
- Review erosion control on the project and review the inspection log to ensure proper steps were completed as required by the Storm Water Management Plan.

V. PROJECT MATERIALS, COMPLIANCE, FINALS TASKS

Consultant personnel shall assist the Wheat Ridge Project Engineer in performance of contract administration, construction inspection activities and other project-related activities, as directed by the Wheat Ridge Project Engineer. Responsibilities may include but are not limited to completion or assistance of the following:

- Check final materials documentation;
- Complete and distribute final materials documentation;
- Fulfill project bulletin board and pre-construction packet requirements;
- Complete the form 250 with all documented tests and exceptions.
- Conduct Equal Employment Opportunity and labor compliance verification employee interviews, and complete CDOT Form 280;
- Monitor Disadvantaged Business Enterprise participation to ensure compliance with the "Commercially Useful Function" requirements;
- Conduct interviews when project utilizes on-the-job trainees, and complete CDOT Form 200 – OJT Training Questionnaire;
- Check certified payrolls (Contact the region EEO/Civil Rights specialists for training requirements);
- Submit FHWA Form 1391 – Highway Construction Contractor's Annual EEO Report;
- Conduct final project inspection. Complete and submit CDOT Form 1212 – Final Acceptance Report (resident Engineer, with mandatory Local Agency participation);
- Write final project acceptance letter;

- Prepare and distribute final as-constructed plans;
- Prepare EEO certification;
- Check final quantities, plans, and pay estimate, check project documentation, and submit final certifications;
- Check material documentation and accept final material certification (see Chapter 9);
- Obtain CDOT Form 17 from the Contractor and submit to the Resident Engineer;
- Obtain FHWA Form 47 – Statement of Materials and Labor Used from the Contractor;
- Complete and submit CDOT Form 1212 – Final Acceptance Report (by CDOT);
- Complete and submit CDOT Form 950 – Project Closure.

Project specific work will be defined by task order, prior to work commencing.

VI. CONSULTANT PERFORMANCE AND QUALIFICATIONS

A. MANAGEMENT OF CONSULTANT AND PROJECT CONSTRUCTION INSPECTION:

The Consultant and Wheat Ridge Project Engineer shall meet, coordinate and schedule the required work. The consultant shall complete all work in accordance with their approved schedule.

B. PROJECT STAFFING AUTHORITY:

The Wheat Ridge Project Engineer is in direct charge of the work and is responsible for administration of the project contract as defined in the CDOT Standard Specifications. This includes approving and setting work hours for both project construction and inspection.

C. LABOR, MATERIALS, AND EQUIPMENT:

The Consultant shall furnish all personnel required to perform the work in a timely manner, as approved by the Wheat Ridge Project Engineer. Personnel provided by the Consultant who do not meet all of the specified requirements, or who fail to perform their work in an acceptable manner, shall be removed from the project when determined and directed by the Wheat Ridge Project Engineer.

The Consultant shall furnish all materials, and equipment required to perform the work in a timely manner:

- Clipboard, string line, 4-foot carpenter level
- Miscellaneous equipment shall include calculator, office supplies, and personal safety equipment
- Cell phone
- Project transportation

D. SPECIAL QUALIFICATIONS FOR CONSULTANT PERSONNEL / CONSTRUCTION PROJECT INSPECTORS

Consultant personnel must possess current and valid Colorado Driver's license(s). The construction inspector must be certified in the areas of inspection to be performed by the CDOT Construction Inspector Qualification Program.

VII. SELECTION PROCESS, ANTICIPATED SCHEDULE, UDBE, AND SUBMITTAL REQUIREMENTS

A. SELECTION PROCESS

The City anticipates making an award decision after evaluation of qualification submittals yet reserves the option to award based on two stages. The City may or may not conduct interviews, but will check references and verify submittal information. If two stages are needed: 1) written submittals shall be screened, scored and a short-list

developed; and 2) short-listed firms shall be invited to participate in oral interviews. The City will attempt to negotiate a contract with the highest ranked firm following the qualifications submittal or interview stage. The City of Wheat Ridge reserves the right to reject any parts of a submittal and to waive any formalities or irregularities to make an award in the best interest of the City.

1. Professional Services Submittals: In order to facilitate review, five (5) copies of submittals must be provided. Submittals must be received at:

Address: City of Wheat Ridge Municipal Building
ATTN: Jennifer Nellis, Purchasing & Contracting Agent
7500 West 29th Avenue
Wheat Ridge, CO 80033

Mark outside of envelope: RFQ-JN-15-06 Consultant Services – CDOT Inspection Coordinator

Submittals Due Date: Thursday, March 5, 2015 by 4:00 pm (local time)

2. Screening Panel/Short List: Submittal will be evaluated in accordance with policies by a panel of individuals selected. The panel will review and score the submittals. Firms ranked the highest may be invited to an oral interview. Interviews are not anticipated.

3. Oral Interviews: Oral interviews, if needed, will be conducted the week of March 16, 2015. Interview times and location to be announced at the time of short list.

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 about the project approach proposed and in meeting the individuals who will act as the primary contacts with City staff.

4. Fee Proposal: All firms submitting qualifications shall also submit a separate fee proposal in a sealed envelope.

The fee proposal should include a staff plan with retail rates applied by person/position and manhours (assume 160 hours per month equals full time) to equal the proposed fee as represented on the Fee Proposal Form. Consultants shall comply with the amended provision of CRS 8-17.5-101 regarding employment of illegal aliens to perform on public contracts. Davis-Bacon Provisions shall apply. Consultant cannot be banned or debarred, per current sam.gov information.

Also include a detailed estimate of reimbursable expenses which coincide with the reimbursable expense estimate total on the Fee Proposal Form. Reimbursable expenses should be assumed to be billed at cost, without markup pursuant to cost principals of 2 CFR, Part 225 for federally funded projects.

5. Point of Contact: Firms are specifically requested to refrain from contacting individuals who may be members of the short-list screening and/or oral interview evaluation committee. All questions and inquiries must be sent to Jennifer Nellis, Purchasing & Contracting Agent, fax number 303-234-5924 or email jnellis@ci.wheatridge.co.us.

B. ANTICIPATED SCHEDULE

Following is a detailed schedule of events for the RFQ process and an outline of the anticipated schedule for the balance of the project.

Advertisement	2/9/15 and 2/16/15
Questions Due	2/23/15
Final Addenda	2/26/15
RFQ Submittal Due	3/5/15 by 4:00 pm
Short List	3/11/15
Interviews, if needed	week of 3/16/15
Contract Negotiation	week of 3/23/15
Council Approval, if required	4/13/15
Notice to Proceed	week of 4/27/15

C. UNDERUTILIZED DISADVANTAGED BUSINESS ENTERPRISES PARTICIPATION

The City encourages UDBE participation. All DBEs will be considered to be UDBEs. Include specific DBE/UDBE qualification information in your submittal.

D. SUBMITTAL REQUIREMENTS

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 RFQ document. Submittals should be formatted to correspond exactly to the following information requirements. Resume's and project specific responsibilities are required. Clear and concise responses are appreciated. The total all-inclusive page limit is 75 pages letter size.

Firms shall submit fee proposals with their initial submittal in a separate sealed envelope. Fee proposals will remain sealed. Only the fee proposal from the top-ranked firm shall be opened, and reviewed for contract negotiations. If a contract with the top-ranked firm cannot be negotiated, the second-ranked firm's fee proposal will be reviewed, and contract negotiations initiated. This process shall continue until an agreement is reached, or all submittals are rejected. The City shall award on a best value basis.

Elements that will be considered by the panel when scoring your submittal:

PROJECT TEAM (25% of Total Score)

Identify the proposed project manager, key staff, and any subconsultants. Present a brief discussion regarding how the team's qualifications and experience relate to the specific project.

- Qualifications and relevant individual experience
- Unique knowledge of key team members relating to the project
- Experience on projects as a team
- Key staff involvement in project management and on-site presence
- Time commitment of key staff

FIRM CAPABILITIES (15% Total Score)

- Are the lines of authority and coordination clearly identified
- Are essential management functions identified
- Are the functions effectively integrated (e.g. sub-consultant's role delineated)
- Current and projected workload

PRIOR EXPERIENCE (35% of Total Score)

Use this portion of your submittal to describe relevant experiences and demonstrated success with the project types described in this RFQ document and various services to be provided.

- Experience of the key staff and firm with projects of similar scope and complexity
- Demonstrated success on past projects of similar scope and complexity
- References: Include the name and current telephone number of the owner's project manager for every project listed, total dollar amount and brief summary of work performed
- Experience with projects for public clients including the following issues:
 - Familiarity with governmental decision-making and review process
 - Experience overseeing and coordinating multiple concurrent projects
 - Extensive construction phasing

PROJECT APPROACH (22% of Total Score)

For the projects and services outlined in the RFQ document, describe how you plan to accomplish the following project control and management issues:

- Approach toward client communication and reporting

Specific strategies for a phased project

Budget Methodology/Cost Control

- Establish and maintain estimates of probable cost within owner's established budget.
- Control consultant contract costs.
- Coordinate reconciliation of estimates with City staff and funding mechanisms.
- Coordinate value engineering activities.

Quality Control Methodology

- Insure City procedures are followed.
- Improve energy efficiency through the use of an integrated design process, life cycle costing, the use of an energy standard (ASHRAE/IES 90.1-1989) and the specification of energy efficient materials, systems and equipment.
- Insure the project is built for durability and maintainability.

Schedule

- Manage the required work to meet the schedule.

Approach toward working with a CM/GC

WORK LOCATION (3% of Total Score)

Describe where the program manager and any subconsultants will do the key work elements of this project.

Proximity of firm's office and subconsultants' offices as it may affect coordination with the City's project manager and the potential project location

Firm's familiarity with the project area

Knowledge of the local labor and material market

INSURANCE

Provide a statement agreeing to provide and maintain insurance per the agreement requirements.

IX. ADMINISTRATIVE AND OFFEROR INFORMATION

1. SUBMITTAL OPENING, EVALUATION AND AWARD

Only the names of each proposer will be read at the opening. Submittals will be examined after opening. Submittals will be evaluated on the basis of the evaluation criteria. The firm selected for the award will be chosen on the basis of qualifications and 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. SALES & USE TAXES

Do not include sales or use taxes in your bid. Please contact the Sales Tax Division for current status related to sales and use taxes for City projects.

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 II, Statement of Work.

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 submittal.

5. NO COMMITMENT BY CITY OF WHEAT RIDGE

This Request for Qualifications 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

submittal 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 proposers 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 Including Occupational Disease Coverage	Statutory in conformance with the compensation laws of the State of Colorado
Employer's Liability	\$500,000 each person; \$500,000 each accident; \$500,000 each disease
Comprehensive General Liability Insurance	\$250,000 each person; \$1,000,000 each occurrence
Professional Liability, Errors and Omissions	\$1,000,000 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 Professional Liability, 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. A copy of the workers compensation policy is required to be submitted to the City as part of this Proposal.

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 RFQ 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 Qualifications 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 respondent.
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 RFQ, all personnel assigned by the firm to perform work under the terms of this RFQ 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 may be scheduled with the Purchasing and Contracting 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 THE CITY OF WHEAT RIDGE

CITY OF WHEAT RIDGE
RFQ-JN-15-06
Consultant Services – CDOT Inspection Coordinator

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? _____

POINT OF CONTACT: Jennifer Nellis, Purchasing 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 QUALIFICATIONS/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 _____, 20_____

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 QUALIFICATIONS/PROPOSAL

CITY OF WHEAT RIDGE
RFQ-JN-15-06
Consultant Services – CDOT Inspection Coordinator
SAMPLE AGREEMENT

THIS AGREEMENT made this _____ day of _____ **2015**, by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the “City” or “Owner” and _____, a _____, located at _____, _____, hereinafter referred to as the “Contractor or Consultant”.

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

ARTICLE 1 – SERVICES

The Consultant shall serve as the City’s Consultant and provide as a minimum all of the professional services necessary for completion of **RFQ-JN-15-06 Consultant Services – CDOT Inspection Coordinator**, as more fully described in the Request For Qualifications (Exhibit I) and the response of the Consultant to the RFQ (Exhibit II) attached hereto and 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 Consultant has been authorized to proceed by the City. Completion shall be by _____.

ARTICLE 3 – PAYMENT AND FEE SCHEDULE

It is understood and agreed by and between the parties hereto, that the City shall pay the Consultant for services provided and the Consultant shall accept a total of \$ _____ as full payment for such services, or a not-to-exceed amount of \$ _____ based on agreed hourly rates and approved expenses.

- A. Invoices
Invoices will be submitted by the Consultant monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. The processing of payment will be expedited by the Treasurer’s Office through proper accounting procedures. Payment will be made to the Consultant within thirty (30) days of the receipt of the approved invoices for services rendered.

- 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 Consultant 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 Consultant, as an independent contractor, is obligated to pay federal and state income tax on monies earned. The personnel employed by the Consultant are not and shall not become employees, agents or servants of the City because of the performance of any work by this Agreement.

The Consultant 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 Consultant, 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 Consultant shall furnish a certificate of insurance upon notification of award and prior to performance. Work shall not commence under this Agreement until the Consultant has submitted to the City and received approval thereof, a certificate of Insurance showing compliance with the following minimum types and coverages of insurance.

Type of Insurance	Minimum Limits of Liability
Standard Workers' Compensation & Employers' Liability Including Occupations Disease Coverage	Statutory in conformance with the compensation laws of the State of Colorado
Employer's Liability	\$500,000 each person; \$500,000 each accident; \$500,000 each disease
Comprehensive General Liability Insurance	\$250,000 each person; \$1,000,000 each occurrence
Professional Liability, Errors and Omissions	\$1,000,000 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 Professional Liability, 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 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.

ARTICLE 7 – CHANGE ORDERS OR EXTENSIONS

The City may, from time to time, require changes in the scope of services of the Consultant to be performed herein. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon in writing by the City and the Consultant. The Consultant 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 Consultant shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 consultant will be paid for all work and expenses incurred up until the time of such termination.

All work accomplished by the Consultant 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

Any notice or communication given pursuant to this Agreement to the City shall be made in writing to:

For the City: Name 7500 W 29th Avenue. Wheat Ridge, CO 80033.
Phone (303) Fax (303) Email

For the Consultant: Name Address
Phone (303) Fax (303) Email

ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTORS

The duties and obligations of the Consultant 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 Consultant is responsible for all subcontracting arrangements and the delivery of services as set forth in this Agreement. The Consultant shall be responsible for the performance of any subconsultant.

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 affect 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 Consultant.

ARTICLE 16 – 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, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date 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

JOYCE JAY, MAYOR

(Seal)

CONSULTANT

APPROVED AS TO FORM:

**Firm
Address
City, State ZIP**

GERALD DAHL, CITY ATTORNEY

AUTHORIZED SIGNATURE

ATTEST TO CONSULTANT:

NAME

PRINT NAME

TITLE

TITLE

DATE

DATE

FEE PROPOSAL FORM
RFQ-JN-15-06
Consultant Services – CDOT Inspection Coordinator

SUBMIT ON THIS PAGE OR ATTACH YOUR DETAILED PRICE SCHEDULE.
Fees shall be subject to negotiation.

NAME OF FIRM: _____

ADDRESS: _____

CHECK LIST

The following information and forms must be included with your submittal in this order. Did you include:

	YES	NO
• Signature Page (page 1)	_____	_____
• Acknowledge Addendum (if any) on Signature Page	_____	_____
• Illegal Alien Certification Form	_____	_____
• Debarment Certification Letter	_____	_____
• Insurance Commitment Statement	_____	_____
• Qualifications	_____	_____
• Experience	_____	_____
• Current Workload, Approach	_____	_____
• Fee Schedule (in separate sealed envelope)	_____	_____

PRICING – Provide Details

LUMP SUM \$ _____ or

HOURLY RATE POSITION \$ _____ / _____
 Estimated Hours _____

HOURLY RATE POSITION \$ _____ / _____
 Estimated Hours _____

PROPOSED RETAINER or INSPECTION FEES \$ _____

FOR A NOT-TO-EXCEED AMOUNT of \$ _____

Including reimbursable expenses, estimated as follows:

AUTHORIZED SIGNATURE AND TITLE:

DEBARMENT CERTIFICATION STATEMENT

The following statement must be reproduced on company letterhead, signed by an authorized representative of the firm and included with vendor's qualifications submittal.

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

_____ (signature)

_____ (print name)

_____ (title)

_____ (date)

**RFQ-JN-15-06
QUALIFICATIONS EVALUATION**

Qualification based selection. Rate proposals as follows:

- 0.0 – 1.0 = Unacceptable
- 1.1 – 2.0 = Unfavorable
- 2.1 – 3.0 = Acceptable
- 3.1 – 4.0 = Favorable
- 4.1 – 5.0 = Outstanding

Evaluator: #1

Date: _____

Name of Firm: _____

SCORE (OVERALL QUALIFICATIONS)	MULTIPLIER	X	RATING =	SCORE
1. PROJECT TEAM QUALIFICATIONS	.25	X	_____ =	_____
2. FIRM CAPABILITIES	.15	X	_____ =	_____
3. EXPERIENCE ON SIMILAR PROJECTS	.35	X	_____ =	_____
4. APPROACH (INNOVATIVE IDEAS OR ALTERNATIVES)	.22	X	_____ =	_____
7. LOCAL OFFICE & LOCATION OF KEY PERSONS	.03	X	_____ =	_____

TOTAL SCORE: _____