



**REQUEST FOR PROPOSALS
RFP-16-11**

**PROPOSAL DUE DATE:
THURSDAY, APRIL 25, 2016 BY 4 PM OUR CLOCK**

**ADA TRANSITION PLAN
Consulting Services**

SEALED PROPOSALS MUST BE MAILED OR DELIVERED TO:

City of Wheat Ridge Municipal Building
Attn: 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:
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION
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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ADDENDUM (if applicable)

REQUEST FOR PROPOSALS
RFP-16-11
ADA Transition Plan
Consulting Services

Project Overview/Scope: The City is requesting proposals from qualified accessibility consultants to provide the City with an ADA Transition Plan considering current policies and practices and using our established right of way inventory. The anticipated start date is mid-June, 2016, and the desired completion date is within 120 working days. The proposed budget for this work is between \$30,000 to \$45,000, final amount to be based on a negotiated scope.

Deadline for Questions: March 30, 2016 by noon.

Point of Contact: Jennifer Nellis, Purchasing Agent, jnellis@ci.wheatridge.co.us (email preferred method of communication), fax 303-234-5924, or phone 303-235-2811. Do not contact the requesting department or any member of the selection committee.

Minimum Requirements: Awarded firm must have a valid City of Wheat Ridge Business/Use Tax license prior to starting the project. Minimum requirements for this project include management and execution of projects of similar scope and complexity, including final written Transition Plans, where understanding of the Americans with Disabilities Act (ADA) and development of policies, practices and programs impacting accessibility are a major consideration. References are required. Interested firms shall have adequate staff and expertise to begin work within six weeks of the submittal date.

Proposals Due: THURSDAY, APRIL 14, 2016 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 proposer to ensure the proposal is received in the Purchasing Office on or before the due date and time.

Mark envelopes: RFP-16-11 ADA Transition Plan Consulting Services

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

The City only accepts proposals in hardcopy format. Fax, email, or other electronic means are not acceptable. Sealed proposals must include: one (1) marked "Original" and four (4) copies of the proposal, for a total of five (5) complete sets.

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

RFP Documents: Official documents are available on the Rocky Mountain ePurchasing Society (RMEPS) website, a division of BIDNET – www.rockymountainbidsystem.com, 800-835-4603 option #2, and on the City website, www.ci.wheatridge.co.us. Project updates and awards will be posted on the City website.

Publish Dates:

Jennifer Nellis, Purchasing Agent, CPPB

RMEPS/ City website

3/23/16

RFP-16-11
PROPOSAL REQUIREMENTS / SELECTION CRITERIA
ADA Transition Plan Consulting Services

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

I. INTRODUCTION

A. General

The City of Wheat Ridge (the “City”) Municipal Building is located in the northwest Denver metropolitan area, with municipal offices at 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, and a city manager and mayor form of government.

B. Background

The City requested proposal responses to RFP-16-02 earlier this year and, due to lack of responses, has re-evaluated the budget, scope and time needed for a successful project. The City does have a documented inventory of sidewalks, curb ramps, bicycle/pedestrian trails, traffic control signals, and transit facilities available as Exhibits 1 and 2. Please review and/or download these individual documents.

C. Objectives

The goal of this RFP is to contract with a qualified individual or firm to provide guidance to the City regarding ADA Transition Plan requirements and evaluation of accessibility in the City Right-of-Way (ROW). The City is seeking assistance to develop guidelines and procedures for an ADA Transition Plan in response to federal and state ADA requirements, and also to reflect the City’s long term goals for accessibility and mobility

The City’s Transition Plan will guide the planning and implementation of necessary program, activity, and facility modifications over the coming years.

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:

- The City of Wheat Ridge is required, under Title II of the Americans with Disabilities Act (ADA) and 28CFR35.105, to perform a self-evaluation of its current transportation infrastructure and develop policies practices, and programs in addressing this mandates.
- The self-evaluation will help identify policies and practices that impact accessibility within the Public Right of Way and examine how the City can implement improvements.
- The self-evaluation shall also examine the condition of the City’s Pedestrian Circulation Route/Pedestrian Access Route) (PCR/PAR) and identify potential need for PCR/PAR infrastructure

improvements, including establishing priorities based on available resources. This will include the sidewalks, curb ramps, bicycle/pedestrian trails, traffic control signals, and transit facilities.

- Any barriers to accessibility and the proposed remedy to the identified barrier shall be set out in this transition plan.
- The City has collected data for this project, which is being shared here in Examples 1 and 2. This data has also been recorded in our GIS database. The established right of way inventory includes measurements (dimensions, slopes, etc.) and documentation of barriers.
- Current City policy and Public Works Department practices include/require design and build to ADA standards on all ROW construction or reconstruction projects. This includes all overlay maintenance projects.

DELIVERABLES:

The Consultant will ultimately deliver a final report documenting recommended policies, practices and priorities to address and improve accessible paths of travel in the public ROW for people with disabilities and for all pedestrians in the City of Wheat Ridge. This tool shall be a component of the City's self-evaluation. This self-evaluation and associated tasks and elements is also referred to as an ADA Transition Plan.

The City understands that the awarded Consultant will be interested in independently validating a sample of the curb/ramp inventory collected by the City to gage the quality of the entries in the data base. After sampling, the Consultant will provide the City with written acceptance of the data, or may identify deficiencies needing correction and/or a proposal for more data collection.

The City anticipates a need for the awarded consultant to attend two stakeholder meetings, to run those meetings, seeking input from Wheat Ridge citizens and other interested parties, and to provide handouts or educational materials as appropriate, and to report the findings.

The Consultant shall also make one presentation to our City Council members at a regularly scheduled meeting at a date and time yet to be determined.

The Consultant shall prepare a written ADA Transition Plan for the City of Wheat Ridge. The document(s) shall be delivered first as draft(s), and a final document/policy report shall be produced following comments made by City staff.

The requested written ADA Transition Plan for the City of Wheat Ridge includes developing and recommending program policy. Each section of the program policy shall be researched for best practices and recommendations for program inclusion to achieve Title II compliance and provide a reference for developing Capital Improvement Project (CIP) priorities and budget commitments. The report shall be formatted as follows:

I. Overview

II. Federal, State, and City Legal Accessibility Requirements

III. Policies and Practices

IV. Public Engagement/Inspection of Plan

V. Self-Evaluation

a. Self-Evaluation of Relevant Policies

- b. Self-Evaluation of Infrastructure

VI. Transition Plan Business Methodology, Budget, Remediation Schedule, and Monitoring

- a. Interim Access Repairs and Emergency Response
- b. Management Structure
- c. Method to Address Deficiencies Identified
- d. Budget Projections
- e. Multi-year Plan to Correct Deficiencies
- f. Periodic review and evaluation update
- g. Monitoring and Evaluation

VII. Transition Plan Implementation

VIII. Documentation of Plan

IX. Grievance Procedures

X. Appendices (as supporting information):

- a. Self-Evaluation Results
- b. Schedule / Budget Information
- c. Public Outreach Materials
- d. Public Notice
- e. Contact Information
- f. Agency ADA Design Standards and Procedures
- g. Glossary of Terms
- h. Grievance Procedure
- i. Grievance Form

III. PROPOSAL SUBMISSION AND EVALUATION CRITERIA

A. Proposal Submission

Submit one (1) proposal marked “original” and four (4) additional printed copies, for a total of five (5) complete sets to:

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

PROPOSAL DUE DATE: THURSDAY, APRIL 14, 2016 BY 4:00 PM OUR CLOCK. NO EXCEPTIONS.

MARK OUTSIDE OF ENVELOPE: RFP-16-11, ADA Transition Plan Consulting Services

B. Evaluation Criteria

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

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 in your submittal, please contact: Jayme McRimmon, Administrative Support Technician, via email:

jmcrimmo@ci.wheatridge.co.us

Please submit the following information in your proposal, in this order:

Signature Page and Forms

- a. Proposer Information and Addendum Acknowledgement
- b. Illegal Alien Form
- c. Non-Discrimination Assurance Form
- d. Non-Collusion Affidavit

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 and include staffing commitments, anticipated schedules, references, samples and detailed fee proposals. A tabbed page for each of the categories is preferred, in the same order. Additional relevant information is encouraged, though proposals should not exceed 75 letter-sized pages in length.

1) Qualifications of the Firm (25%)

- e. Provide an overview of your company's history. Include information on management, firm size, number of employees, years in business, location of working office, and other DBA's.
- f. Provide references: include the name, current phone number and email address of the owner's project manager for each project listed. Provide total dollar amount and a brief summary of the work performed, listing any sub-consultants you may have partnered with.
- g. Demonstrate experience in overseeing and coordinating multiple, concurrent projects.
- h. Discuss your firm's experience in assisting municipalities with ADA requirements and the development and writing of Transition Plans.
- i. Provide a statement agreeing to provide and maintain insurance per the RFP requirements, if awarded.
- j. Disclose any relationships the owner or employees may have that could be construed or perceived as personal or organizational conflicts of interest.

2) Experience of Staff and Team (25%)

- a. Identify the team members and their respective roles, including any sub-consultants.
- b. Provide resumes of essential staff; indicate experience with similar projects, credentials of training, education, and certifications, and lengths of time with the company,
- c. Present a brief discussion regarding the experience and qualifications of the team working on similar projects together. Outline experience and references of the project manager on similar projects in the same capacity.
- d. Describe individual experiences with the City or other government agencies. Detail experience in the Denver metropolitan and other areas in Colorado.
- e. Describe the unique strengths and relevant experience your firm offers.

3) Approach, Timelines, and Current Workload (30%)

- a. Describe how the objectives identified will be achieved.
- b. Demonstrate your understanding of the technical requirements.
- c.
- d. Detail your approach in managing work to meet project deadlines, or an expedited schedule if needed.
- e. Identify any foreseeable problems in the implementation of the program.
- f. Provide 2 samples of items similar to those requested in this RFP produced by the proposing firm.
- g. Discuss your customer service philosophy and your firm's approach toward client communication and reporting.

- h. Provide information on current and projected (next 6 months) workload and how this project will be accomplished within that framework, outlining various phases, if any.

4) Fee Schedule (15%)

- a. Provide a detailed statement of fees including individual rates for partners and support staff, if any time is proposed as an hourly rate. Include all reimbursable expenses, which should be assumed to be billed at cost, without mark-up.
- b. List pricing for any or all of the requested services on a not-to-exceed basis.
- c. Detail any value-added services such as reporting, training, public outreach, educational programs, resources, health and safety programs, investments, or service at public events.
- d. Rates/fees proposed are negotiable.

5) Miscellaneous (5%)

- a. Include any supplemental references or qualifications that may attest to your firm's current ability to provide the required services.
- b. Other considerations.

The City reserves the right to base its evaluation on a "Should Cost" analysis to reflect the real costs to the City arising out of, or incidental to the award. The City shall look to substance more than format and shall perform its cost and price evaluation on the basis of probable real costs.

IV. SELECTION PROCESS

The selection committee may either recommend an award based on the proposals alone, or elect to short-list firms and conduct interviews.

The short-list process includes written notification to the short-listed firms, interviews with up to five firms, reference checks on the top-ranked firm, and the negotiation of fees.

- 1) **Short List**: Submittals will be evaluated in accordance with the evaluation criteria above. The panel will review and score all proposals received. Firms with the highest scores may be invited to participate in oral interviews with the evaluation committee.
- 2) **Oral Interviews**: It is anticipated that oral interviews will be conducted in accordance to the schedule below. Short-listed firms will be notified in writing and invited to interview. Key personnel from the firm and major consultants who will be directly involved with the project should attend the interview. The selection committee will, in particular, be interested in knowing more about the firm's previous experiences, the perceived ability to meet specified deadlines, and the overall project approach, and will appreciate the opportunity to converse with individuals who will act as the primary contacts for the project.
- 3) **Fee Proposals and Final Selection**: The City will attempt to negotiate a contract with the highest ranked firm, following the interview process and may request more defined scope, schedule and/or revised fees.

V. ANTICIPATED SCHEDULE OF EVENTS

All times are local, and by our clock. Proposals will be validated (stamped) with time and date upon receipt.

Event	Anticipated Date
RFP Issued	March 23, 2016
Inquiry Deadline	March 30, 2016 by noon
Final Addendum Issued	April 1, 2016
Proposal Due Date and Time	April 14, 2016 by 4 P.M. our clock
Short List	April 20, 2016
Interviews	May 2, 2016
CAF Due	May 13, 2016
Council Approval	May 23, 2015
Start Date	Mid-June, 2016
Completion Date	120 Working Days

VI. ADMINISTRATIVE AND OFFEROR INFORMATION

1) PROPOSAL OPENING, EVALUATION, AND AWARD

There is no public opening. Names of each proposer will be posted on the city website. Proposals will be examined after opening, and 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, or no award. No proposal may be withdrawn for a period of sixty (60) calendar days of the Proposal Opening date.

2) SALES AND USE TAXES

Do not include sales or use tax in your proposal, as the City of Wheat Ridge is exempt from City, County, State, and Federal sales and excise taxes. Certificates will be issued upon request.

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 or service bid upon and that they have the necessary financial resources to provide the proposed supply or service.

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 interview with past consultants, employees, and creditors. Unfavorable responses to these investigations are grounds for rejection of the proposal.

5) NO COMMITMENT BY THE CITY OF WHEAT RIDGE

This Request for Proposals does not commit the City of Wheat Ridge to award any costs or to 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 and shall give his or her 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:

Type of Insurance	Minimum Limits of Liability
Worker's Compensation, Coverage A	Statutory, including occupational disease coverage for all employees at work site.
Employer Liability, Coverage B	\$500,000 per person \$500,000 per accident \$500,000 each disease
Commercial General Liability (<i>including Premises-Operations, Independent Contractor's Protective, Broad Form Property Damage, and Contractual Liability</i>) <ul style="list-style-type: none"> • Bodily Injury • Property Damage 	\$1 million per occurrence \$2 million aggregate \$1 million per occurrence \$2 million aggregate
Professional Liability (errors and omissions)	\$1 million per occurrence
Comprehensive Automotive Liability (<i>owned, hired, and non-owned vehicles</i>) <ul style="list-style-type: none"> • Bodily Injury • Property Damage 	\$1 million per occurrence \$1 million per occurrence
<p><i>General Liability and Standard Workers' Compensation & Employer's Liability policies and/or Certificates of Insurance shall include the City of Wheat Ridge as an additional named insured.</i></p> <p><i>Insurance shall include provisions preventing cancellation without 30 days prior notice by certified mail to the City.</i></p>	

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 the 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.

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 for all persons employed to perform work to be done under the contract, and assure that all workers will receive compensation for compensable injuries.

Professional Liability Insurance (Errors and Omissions)

Evidence of professional liability insurance will be required upon award of this 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.

The Proposer shall confirm its compliance with the 80% Colorado labor requirement of the Keep Jobs in Colorado Act, H.B. 13-1292, including C.R.S. 8-17-101, et seq., as applies.

10) **SUBCONTRACTING**

No portion of this proposal may be subcontracted without the prior written approval of 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 has 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—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 City—become its property, and the successful proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, or prepared documents/materials 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 (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, materials(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 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) **DISADVANTAGED BUSINESS ENTERPRISES**

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. As a recipient of Federal funds, subject to United States Department of Transportation Title VI Regulations at 49 CFR Part 21 the Civil Rights Act of 1964, the City of Wheat Ridge and its responsible agents, contractors and consultants assure that no person shall on the grounds of race, color or national origin be excluded from participation in the opportunity to bid, or be discriminated against in consideration of award of this project. The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, 49 CFR Part 21.

18) **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 words “firm,” “bidder,” “vendor,” “contractor,” “consultant,” and “proposer” refer to any person, partnership, corporation, or other entity.

19) **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 as such 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. 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. An entire proposal shall not be considered proprietary.

20) **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 contract 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.

21) **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 submitting 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 materials. All costs—including travel and expenses incurred in the preparation of this proposal—shall be borne solely by the proposer.

22) **PROPOSAL REJECTION AND / OR PARTIAL ACCEPTANCE**

The City reserves the right to the following:

- 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 of Wheat Ridge.
- Alter the scope of work reasonably and RFP documents until a contract is executed.

23) **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—more specifically, Jefferson County, Colorado.

24) **TAXES AND LICENSES BY THE AWARDED CONTRACTOR**

The 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. Additionally, the 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.

25) **PROMPT PAYMENT DISCOUNTS**

In determining the most responsive price 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.

26) **OWNERSHIP OF CONTRACT PRODUCTS**

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

27) **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 1st 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.

28) **INDEMNIFICATION**

The consultant agrees to indemnify, defend, and to hold the City and its agents, officials, officers and employees 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 to the extent caused by the negligent performance or failure of the consultant to provide services pursuant to the terms of this agreement.

29) **INDEPENDENT CONTRACTOR**

The consulting 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 reason.

30) **EMPLOYMENT OF LABOR**

The Consultant and each of the approved sub-consultants shall hire qualified workers for the project who are citizens of the United States or legal resident aliens with first preference being given, insofar as practicable, to those having served in the armed forces of the United States and having been honorably discharged or released from active duty therein.

The Consultant shall employ only competent persons to do the work, and whenever requested in writing by the City Representative, the Consultant shall discharge any person who commits trespass or in, in the opinion of the City Representative, disorderly, dangerous, unfaithful, insubordinate, incompetent or otherwise unsatisfactory.

31) **DUE DILIGENCE**

Due care and diligence has been used in the preparation of this information and it is believed to be substantially correct. The responsibility, however, 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.

32) **DEBRIEFING**

After the project award has been made, vendors may contact the City Purchasing Agent to request a debriefing on the selection process, as well as a discussion of the strengths and weaknesses of their firm's proposal.

33) **SECURITY ACCESS CARDS**

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

34) **SAMPLE AGREEMENT**

A sample agreement is provided in the RFP documents for informational purposes only. Do not complete or enclose with your submitted proposal.

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



RFP-16-11

ADA Transition Plan Consulting Services

PROPOSER INFORMATION AND ADDENDUM ACKNOWLEDGMENT

FEIN / SSN (Required) _____
Federal ID number

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIPCODE _____

PHONE _____ FAX _____

AUTHORIZED SIGNATURE _____
REQUIRED—MUST BE IN INK

PRINTED NAME _____

TITLE _____ EMAIL _____

PROPOSER IS RESPONSIBLE FOR FOLLOWING UP ON ALL ADDENDA

ACKNOWLEDGE ADDENDA: Proposer is responsible for confirming receipt of each addendum; please initial as applicable.

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

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

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

Signature acknowledges that proposer:

- 1) Has read the RFP documents thoroughly prior to 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.

Bidder must complete and SUBMIT this form with your bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

**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 provision of CRS 8-17.5-101 et seq.
2. The vendor shall not knowingly employ or contract with an illegal alien to perform this work, or enter into a contract with a subcontractor who 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 an award for breach of contract, 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____

RFP NUMBER AND TITLE: _____

FIRM SUBMITTING PROPOSAL: _____
(print full legal name)

Authorized Signature: _____

Printed Name: _____

Attestation: (a corporate attestation is required)

BY: _____
(Corporate secretary, or equivalent)

Place Corporate seal here, if applicable

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

CITY OF WHEAT RIDGE, CO
NON-DISCRIMINATION ASSURANCE FORM
TITLE VI REGULATIONS AT 49 CFR PART 21

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin by any entity receiving Federal financial assistance.

The City of Wheat Ridge is a recipient of Federal financial assistance and as such, it—as well as all of its responsible agents, contractors and consultants—is required by the United States Department of Transportation Title VI Regulations at 49 CFR Part 21 (the Regulations) to assure nondiscrimination. The City of Wheat Ridge assures that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, or national origin under any program or activity conducted by the City.

All bidders are hereby notified that the City of Wheat Ridge will affirmatively ensure that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. This applies to all solicitations for bids for work or material subject to the Regulations, and for all proposals for negotiated agreements.

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

1. The bidder shall comply with the provisions of Title VI of the Civil Rights Act of 1964.
2. The bidder assures the City of Wheat Ridge that disadvantaged business enterprises are afforded full opportunity to submit bids as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color or national origin in consideration for award.
3. The bidder shall comply with all reasonable requests made in the course of an investigation of Title VI, the Regulations and this assurance by the Colorado Department of Transportation, the US Department of Transportation or the City of Wheat Ridge, as a sub-recipient of Federal financial assistance.
4. The bidder agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, the Regulations and this assurance.

FIRM: _____
(Print full legal name of company)

AUTHORIZED SIGNATURE: _____

Printed Name and Title: _____

Date Certified and Agreed: _____

Attestation: (A corporate attestation is required)

Place corporate seal below:

BY: _____
Corporate Secretary or Equivalent

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

CITY OF WHEAT RIDGE, CO
NON-COLLUSION AFFIDAVIT
RFP-16-11
ADA TRANSITION PLAN CONSULTING SERVICES

COMPANY SUBMITTING BID _____

STATE OF: _____

COUNTY OF: _____

_____ of lawful age, being duly sworn, on oath says that (s)he is the agent authorized by the Bidder to submit the attached bid. Affidavit further states that the Bidder has not been a party of any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or any Federal, State or Municipal official or employees as to quantity, quality, or price in the prospective Contract, or any other items of said prospective Contract; or in any discussions between bidders and any Federal, State or Municipal official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

NAME _____

TITLE _____

Subscribed and sworn to before me this ____ day of _____, 2016

NOTARY PUBLIC SIGNATURE

My Commission Expires:

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.



RFP-16-11
ADA TRANSITION PLAN CONSULTING SERVICES
SAMPLE AGREEMENT, FOR REVIEW ONLY

THIS AGREEMENT made this ____ day of **MONTH, YEAR**, by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the "City" or "Owner" and _____ (company name _____, _____ (company address) _____), hereinafter referred to as the "Contractor."

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

ARTICLE 1 – SERVICES

The Contractor shall serve as the City's contractor and provide as a minimum all of the professional services required as per **RFP-16-11, ADA TRANSITION PLAN CONSULTING SERVICES**, as more fully described in the Request for Proposal and Contractor's response to the RFP (Exhibit 1) 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 the agreement, to the extent that the Contractor has been authorized to proceed by the City.

Completion shall be within **120 working days** or by _____.

The City may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Consultant, if needed.

ARTICLE 3 – PAYMENT AND FEE SCHEDULE

It is understood and agreed by and between the parties hereto, that the City shall pay the Contractor for services provided, and the Contractor shall accept a not-to-exceed amount of **(written dollar amount)**, **(\$ numerical dollar amount)** as full payment for such services.

It is understood and agreed by and between the parties hereto, that the City shall pay the Consultant for additional services rendered, if approved in advance, at **\$.00 per hour** not to exceed **(written dollar amount)**, **(\$ numerical amount)**. There is no charge for computer, telephone, postage, copies, or other ordinary costs and expenses.

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 two business days of 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 receipt. A check is mailed to the Contractor.

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, personal injury and property damage insurance, as well 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 bona fide 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 coverages of insurance:

Type of Insurance	Minimum Limits of Liability
Worker's Compensation, Coverage A	Statutory, including occupational disease coverage for all employees at work site.
Employer Liability, Coverage B	\$500,000 per person \$500,000 per accident \$500,000 each disease
Commercial General Liability (<i>including Premises-Operations, Independent Contractor's Protective, Broad Form Property Damage, and Contractual Liability</i>) <ul style="list-style-type: none"><li data-bbox="277 1612 467 1648">• Bodily Injury <li data-bbox="277 1707 532 1743">• Property Damage	\$1 million per occurrence \$2 million aggregate \$1 million per occurrence \$2 million aggregate
Professional Liability (errors and omissions)	\$1 million per occurrence

<p>Comprehensive Automotive Liability (owned, hired, and non-owned vehicles)</p> <ul style="list-style-type: none"> • Bodily Injury • Property Damage 	<p>\$1 million per occurrence \$1 million per occurrence</p>
<p style="text-align: center;"><i>General Liability and Standard Workers' Compensation & Employer's Liability policies and/or Certificates of Insurance shall include the City of Wheat Ridge as an additional named insured.</i></p> <p style="text-align: center;"><i>Insurance shall include provisions preventing cancellation without 30 days prior notice by certified mail to the City.</i></p>	

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, defend, and to hold the City and its agents, officials, officers and employees 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 to the extent caused by the negligent performance or failure of the Contractor to provide services pursuant to the terms of this agreement.

ARTICLE 7 – 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 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

Contact Information	City	Contractor
Name:		
Office Phone:		
Cell Phone:		
Email Address:		
Address:		
City, State, Zipcode		

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, as well as the delivery of services as set forth in this agreement. The contractor shall be responsible for the performance of any subcontractor.

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. 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 understanding 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 CONTRATING WITH ILLEGAL ALIENS

Illegal Aliens – Public Contracts for Services

CRS 8-17.5-101 and Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended:

The Contactor certifies that he/she shall comply with the provisions of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien. The Contractor 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 will comply with the requirements of CRS 8-17.5-101 (2)(b)(i). The Contractor shall comply with all reasonable requests made in the course of an investigation by the CO Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the City.

ARTICLE 17 - DISADVANTAGED BUSINESS ENTERPRISES

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Consultants shall insert this provision in all sub-contracts for any work covered by this Agreement, so that it shall be binding upon each sub-consultant or sub-contractor providing labor or services.

ARTICLE 18 – 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:

JANELLE SHAVER, CITY CLERK

DATE

(Seal)

APPROVED AS TO FORM:

GERALD DAHL, CITY ATTORNEY

ATTEST TO CONSULTANT:

NAME

TITLE

DATE

OWNER

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

JOYCE JAY, MAYOR

CONSULTANT

**NAME
ADDRESS
CITY, STATE, ZIPCODE**

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE

**ATTACHMENT A
RFP-16-11
ADA TRANSITION PLAN CONSULTING SERVICES**

FEE SCHEDULE / CHECK LIST

ATTACH YOUR DETAILED PRICE OR FEE SCHEDULE

NAME OF FIRM: _____

ADDRESS: _____

Please provide PROPOSED STAFF, HOURLY RATES and ANTICIPATED HOURS PER TASK to support a not-to-exceed task-based proposal.

CHECK-LIST:

The following information and forms must be included with your submittal, in this order:

- Proposer Information Sheet _____
- Acknowledgment of Addendum (if any) _____
- Illegal Alien Certification Form _____
- Non-Discrimination Form _____
- Non-Collusion Form _____
- Contractor's Qualification Form _____

Please be certain to address the following in your proposal:

- Qualifications _____
- Experience _____
- Current Workload _____
- Project Approach _____
- Fee Schedule _____

Please review the sample agreement, but do not include a copy with your proposal submittal.

