



**REQUEST FOR PROPOSALS
RFP-20-18**

**PROPOSAL DUE DATE:
THURSDAY, AUGUST 20, 2020
BY 4 PM OUR CLOCK**

PUBLIC ART CONSULTANT

SEALED PROPOSALS MUST BE SCANNED and E-MAILED TO:

City of Wheat Ridge
Attn: Jennifer Nellis, CPPB
BIDS@ci.wheatridge.co.us
Purchasing & Contracting Division

DOCUMENTS PREPARED BY:
PARKS & RECREATION DEPARTMENT
PURCHASING & CONTRACTING DIVISION
7500 W. 29th Avenue
Wheat Ridge, CO 80033
Phone: 303-235-2811

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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**REQUEST FOR PROPOSALS
REP-20-18
PUBLIC ART CONSULTANT**

Project Overview/Scope: The City is requesting proposals from qualified individuals or firms to provide public art consultation services. The anticipated start date is September 2020 (two weeks following contract signature). Term is for a three (3) year period, subject to annual appropriation, with the option for renewal for an additional one-year term at the same rates.

Work includes, but is not limited to:

1. Managing the City and Cultural Commission's public engagement process for art selection. The contractor shall implement the public process identified in the Public Art Management Plan to the satisfaction of the Cultural Commission and City Council for the following capital projects: Wadsworth Widening, Clear Creek Crossing/I-70 Hook Ramp, Ward TOD, and potentially The Green at 38th and other public art projects that may arise. The Consultant will be responsible for completing all steps of the selection process for public art to the satisfaction of the City, including administrative and logistics activities, facilitation, and documentation. The Consultant will coordinate with city staff to promote and market selection opportunities and communicate outcomes. Deliverables will be provided in accordance with a schedule approved by the City.
2. Overseeing contracting and installation of selected pieces. The Consultant shall serve as the liaison between selected artists and the City, coordinating and overseeing contracting, insurance, schedule, delivery and installation of pieces and dedication signage.
3. Adding new pieces to the City's public art inventory index, including information related to maintenance/care of each piece.

Deadline for Questions: August 10, 2020

Point of Contact: Jennifer Nellis, Purchasing Agent, jnellis@ci.wheatridge.co.us (email preferred method of communication), 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. Interested Consultants shall have been in business in the Denver area for a minimum of two (2) years. Those firms shall have adequate staff and expertise to begin work within six (6) weeks of the submittal date.

Proposals Due: **THURSDAY, AUGUST 20, 2020 BY 4:00 PM OUR CLOCK. THERE IS NO PUBLIC OPENING.** It is the responsibility of the offeror to ensure the proposal is received by the Purchasing Office on or before the due date and time. **The City will only accept proposals in scanned / email format.**


Submit to: BIDS@ci.wheatridge.co.us
ATTN: Jennifer Nellis, CPPB
Purchasing and Contracting Agent

Mark files: **RFP-20-18 PUBLIC ART CONSULTANT**

Comments: 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 qualifications or any part, and to waive any formalities or informalities to make an award in the best interest of the City.

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

Publish Dates:



Jennifer Nellis, Purchasing Agent, CPPB

City Website and RMEPS July 24, 2020

RFP-20-18
PROPOSAL REQUIREMENTS / SELECTION CRITERIA
PUBLIC ART CONSULTANT

Point of Contact: Jennifer Nellis, Purchasing Agent, jnellis@ci.wheatridge.co.us, 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 has previously contracted for these services. The agreement is now expired.

The City adheres to an established Public Art Management Plan.

<https://www.ci.wheatridge.co.us/DocumentCenter/View/1778/Public-Art-Management-Plan>

C. Objectives

The goal is to contract with a qualified individual or firm to provide exceptional public art consultation services for each designated project. Term shall be for three (3) years with the option to renew for an additional one-year period.

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:

- Managing the City and Cultural Commission’s public engagement process for art selection. The Consultant shall implement the public process identified in the Public Art Management Plan to the satisfaction of the Cultural Commission and City Council for the following capital projects: Wadsworth Widening, Clear Creek Crossing/I-70 Hook Ramp, Ward TOD, and potentially The Green at 38th and other public art projects that may arise. The Consultant will be responsible for completing all steps of the selection process for public art to the satisfaction of the City, including administrative and logistics activities, facilitation, and documentation. The Consultant will coordinate with city staff to promote and market selection opportunities and communicate outcomes. Deliverables will be provided in accordance with a schedule approved by the City.
- Overseeing contracting and installation of selected pieces. The Consultant shall serve as the liaison between selected artists and the City, coordinating and overseeing contracting, insurance, schedule, delivery and installation of pieces and dedication signage.
- Adding new pieces to the City’s public art inventory index, including information related to maintenance/care of each piece.

Deliverables

Consultant shall provide all deliverables to the City in both hard copy and one or more electronic formats acceptable to the City, unless otherwise directed by the City in writing, and Consultant's failure to do so shall constitute a material breach of agreement. Before beginning the Services, Consultant shall consult with the City to determine which electronic formats are acceptable. Any and all deliverable and other tangible materials produced by Consultant pursuant to an award shall at all times be considered the property of the City.

Consultant will require that all art selected, produced pursuant to an award will be original and will not infringe the intellectual property right of any person, including all right, title and interest in or to intellectual property of every nature and kind of whatsoever nature, whether registered or unregistered.

Consultant shall complete all Services to the City's satisfaction according to a progress schedule approved by the City. Consultant will proceed with all due diligence to complete the Services in a timely manner.

The City will have final authority over all matters relating to contracting and selection of pieces. The Consultant will comply with the City's decisions and instructions.

III. PROPOSAL SUBMISSION AND EVALUATION CRITERIA

A. Proposal Submission

Submit to: BIDS@ci.wheatridge.co.us

ATTN: Jennifer Nellis, CPPB
Purchasing and Contracting Division

PROPOSAL DUE DATE: THURSDAY, AUGUST 20, 2020 BY 4:00 PM OUR CLOCK. NO EXCEPTIONS.

MARK FILES: RFP-20-18 PUBLIC ART CONSULTANT

Interested Consultant Contractors shall submit Proposals that clearly demonstrate their ability to provide the Services as outlined in this RFP. The proposal should be a complete and detailed approach to providing all Services and any Additional Services that the Contractor proposes and should describe the Contractor's qualifications. Only one Proposal should be submitted. The entire Proposal (excluding cover letter and forms) may not exceed ten (10) pages. The Proposal should be formatted for 8.5 x 11 paper, and must be type-written or computer-generated. The font type size may not be smaller than 11 point and margins cannot be less than one inch.

The Proposals shall include the following information in the order listed below to facilitate fair and equal evaluation of Proposals. Proposals that do not follow the formatting and content requirements of this RFP may be rejected.

1. **COVER LETTER** – Succinctly explain the Contractor interest in providing the Services, introduce the Contractor, and articulate why the Contractor is qualified to complete the Services. The letter shall contain the name, address, email address and phone number of the person who will serve as the Contractor's principle contact with City staff and shall identify individual(s) who will be working on the project(s).
2. **METHOD** – Describe the contractor's approach to the Services, including: how you will work collaboratively with the City and Cultural Council to complete deliverables; your approach to completing deliverables; and priority and scheduling. Provide information on the Contractor's

current workload and ability to deliver the desired Services. If the Contractor proposes to use City-owned equipment, this must be identified.

3. QUALIFICATIONS OF CONTRACTOR & KEY PERSONNEL – Information on recent, relevant or similar services and copies of membership in any professional organizations. Contractor should have at least five years of experience with public art selection and implementation processes. Provide information about the individuals that will be assigned to the Services, including their proposed role, expertise and capabilities. Any proposed subcontractors must be identified. Full resumes can be included in an appendix.

4. PAST PERFORMANCE – Document your experience through at least three (3) case studies of public art consultant services you have completed or are currently working on that demonstrate your abilities consistent with the Services. Provide two (2) client references within the past three (3) years, including contact name, organization, phone number, email and brief summary of services provided. The City is especially interested in references that can attest to the Contractor's ability and performance in similar work with similar organizations and similar scope of services.

5. FEE PROPOSAL – A fee proposal consisting of:

- a. A proposed annual fixed fee for each of the three areas identified in the Statement of Work. Contractor can assume at least four projects per year for a three year period, exclusive of the inventory which occurs annually. Include the items covered within fixed fee (three public meets, honorariums, etc.) although Contractors do not need to provide associated line item price.
- b. And an hourly rate for Additional Services that may be performed for the City. Although the City does not anticipate compensating the Contractor for any additional items or expenses (including mileage, equipment and supplies), and such additional amounts to be charged to the City should be identified in the fee proposal.
- c. **Please submit the fee proposal as a separate file.**

6. EXCLUSIONS & ADDITIONAL SERVICES – The contractor must include any proposed exclusions to the Services or draft contract, providing specific details and the reasoning behind the exclusion, and any Additional Services.

7. ADDITIONAL INFORMATION – The Contractor may list any additional information or data not requested as part of this RFP the Contractor believes should be considered in the evaluation of the Proposal provided the entire Proposal is no more than the identified page limit.

If you would like to incorporate the City marketing logo or City seal in your submittal, please contact: Allison Lewis, via email: alewis@ci.wheatridge.co.us

Clear and concise responses are appreciated.

Submit the following information in your proposal, in this order:

Order of Documents

- Cover Letter
- Proposal
- Appendix for resume's, memberships, etc.
- Forms Appendix to include:
 - Proposer Information and Addendum Acknowledgement
 - Illegal Alien Form
 - Non-Discrimination Assurance Form

- Non-Collusion Affidavit
- Separate fee proposal

B. Evaluation Criteria

Past Performance and Contractor Qualifications (40%)
Proposed Approach, Methods to fulfill the City's requirements (10%)
Fees for services and related expenses (50%)

The City will use a qualitative-based selection process to award the contract, where price is one of several factors considered. Award, if any, will be based on the Proposal deemed to be the best value to the City at the City's sole discretion.

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.

- 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:** Contractor interviews may be requested once Proposals have been reviewed and will be held the week of August 31, 2020. The City may contact references provided with the Proposal. The City reserve the right to request clarification or additional information from individual Contractors or may obtain and consider information independently.

In awarding the contract, the City may also consider the fact that a Contractor is located within the City, but such fact shall not be determinative. Notwithstanding the foregoing, the City shall not be obligated to make any procurement where doing so is determined not to be in the best interest of or the City.

In acceptance of Proposals, the City reserve the right to negotiate further with one more Contractors in the best interest of the City. The City reserve the right to reject any Proposals submitted and to make an award where it appears to be in the City's best interest.

The anticipated date for contract award is September 2020. The successful Contractor shall commence work only after execution of a contract and direction from the City to proceed. The successful Contractor shall be prepared to perform all services indicated in this RFP, the successful Contractor's Proposal (as accepted by the City), and the Scope of Services in compliance with the contract.

Selection of any Contractor and execution of a contract is dependent on approval in accordance with applicable City laws and policies and the City's receipt of any required Certificates of Insurance and applicable endorsements.

V. ANTICIPATED SCHEDULE OF EVENTS

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

Event	Anticipated Date
RFP Issued	July 24, 2020
Inquiry Deadline	August 10, 2020
Final Addendum Issued	August 14, 2020
Proposal Due Date and Time	August 20, 2020 by 4 PM our clock
Short List	August 28, 2020
Interviews	Week of August 31, 2020
Negotiation of Contract	Following interviews
Council Approval	If needed
Start Date	Two weeks after contract is signed

VI. ADMINISTRATIVE AND PROPOSER 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. 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.

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
General Liability <ul style="list-style-type: none"> • Bodily Injury • Property Damage 	\$1 million per occurrence \$2 million aggregate \$1 million per occurrence \$2 million aggregate
Comprehensive Automotive Liability <i>(owned, hired, and non-owned vehicles)</i> <ul style="list-style-type: none"> • Bodily Injury • Property Damage 	\$2 million per occurrence \$2 million per occurrence
<i>The City of Wheat Ridge shall be named as additional insured on all liability policies. Insurance shall include provisions preventing cancellation without 30 days prior notice by certified mail to the City.</i>	

The successful proposer shall effect 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.

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 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 will 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-20-18
Public Art Consultant**

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, 303.235.2811

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-20-18
PUBLIC ART CONSULTANT

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 _____, 20__

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-20-18
PUBLIC ART CONSULTANT
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 consultant and provide as a minimum all of the professional services required as per **RFP-20-18 PUBLIC ART CONSULTANT**, 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.

THE TERM FOR THIS AGREEMENT IS (3 years) THROUGH MONTH, DATE, YEAR, WITH THE OPTION TO RENEW FOR ONE (1) ADDITIONAL ONE-YEAR PERIOD, AT THE SOLE DISCRETION OF THE CITY. If your firm has never performed work for the City, the initial term of the agreement may be six (6) months, at the sole discretion of the City.

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

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

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

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 the following as full payment for such services.

Managing the City and Cultural Commission's public engagement process for art selection. The contractor shall implement the public process identified in the public art master plan to the satisfaction of the Cultural Commission and City Council for \$_____/year.

Overseeing contracting and installation of selected pieces. The Consultant shall serve as the liaison between selected artists and the City, coordinating and overseeing contracting, insurance, schedule, delivery and installation of pieces and dedication signage for \$_____/year.

Adding new pieces to the City's public art inventory index, including information related to maintenance/care of each piece for \$_____/year.

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

The City hereby agrees to pay the Consultant a total contract amount not to exceed **(written dollar amount), (\$ numerical amount) per year**, in accordance to the provisions and subject to the conditions as set forth in this agreement and the documents referred to above.

Pricing shall remain firm for each renewal period.

A. Invoices by Task

Invoices will be submitted monthly by the Contractor for services performed and expenses incurred, pursuant to this agreement during the prior month. The payment will be expedited by the user department and processed as a VISA transaction within 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.

B. Funding

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

ARTICLE 4 – INDEPENDENT CONTRACTOR

In performing the work under this agreement, the Contractor acts as an independent contractor and is solely responsible for necessary and adequate worker's compensation insurance, 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
General Liability <ul style="list-style-type: none"> • Bodily Injury • Property Damage 	\$1 million per occurrence \$2 million aggregate \$1 million per occurrence \$2 million aggregate
Comprehensive Automotive Liability <i>(owned, hired, and non-owned vehicles)</i> <ul style="list-style-type: none"> • Bodily Injury • Property Damage 	\$2 million per occurrence \$2 million per occurrence
<i>The City of Wheat Ridge shall be named as additional insured on all liability policies. Insurance shall include provisions preventing cancellation without 30 days prior notice by certified mail to the City.</i>	

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, CRS, 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 Contractor 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.

OWNER

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

PATRICK GOFF, CITY MANAGER

DATE

CONTRACTOR

**NAME
ADDRESS
CITY, STATE, ZIPCODE**

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE