



REQUEST FOR QUALIFICATIONS AND PROPOSAL

Owner's Representative Services for New Police Facility

Issue Date: 01/30/2020

Proposal Number: 19-051

Agent/Contact: Public Works Manager Jim Scheid

Submissions Must Be Received by: 2/19/2020 by 2:00PM MST

ADMINISTRATIVE INSTRUCTIONS

The City of Montrose is requesting a statement of qualifications and proposal for Owners Representative Services for the City of Montrose New Police Facility Project, Proposals will be publicly received and registered on February 19, 2020, 2:00 PM at Montrose City Hall, 433 S. 1st Street, Montrose, CO 81401. Late proposals will not be accepted and it is the responsibility of the proposers to ensure that proposals (including signed addenda) arrive in the City's purchasing office by 2:00 PM on the date listed above.

Complete proposal packets can be downloaded from the City web page at www.cityofmontrose.org under Department Services, Purchasing, and Open Proposals. Addenda will be posted to the website and it is the proposer's responsibility to download, review, sign, and include addenda with their proposal.

The Owner reserves the right to accept or reject any or all proposals, to waive irregularities and/or informalities and to disregard all non-conforming, non-responsive, unbalanced or conditional proposals. The City of Montrose complies with all Equal Opportunity requirements. All qualified proposers will receive consideration without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age. The Proposals are reviewed in accordance with the City of Montrose local preference policy in effect on the date of the proposal opening and detailed in the official Municipal Code of the City of Montrose, Section 1-16-4(B).

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all Offers made to the City of Montrose (hereafter "Owner") by all prospective vendors/proposers (herein after referred to as "Consultant") regarding Owner Solicitations including, but not limited to, Invitations to Bid, Requests for Proposals, Requests for Quotes, and Requests for Qualifications.

A. CONTENTS OF PROPOSAL

1. Consultants shall thoroughly read the project requirements and specifications, and shall examine any drawings and documents, which may be incorporated into the Proposal documents. As Proposal documents frequently change for each Solicitation, veteran Consultants shall not assume that this Solicitation contains the same terms and conditions that were supplied in prior Solicitations. The Owner is not obligated to identify either minimal or substantial modifications to Proposal documents.
2. Consultants shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of services, materials, and equipment as required by the Proposal conditions. No plea of ignorance by the Consultant of conditions that exist, or may hereafter exist, because of failure to fulfill the requirements of the contract documents, will be accepted as the basis for varying the requirements of the Owner or the compensation to the Consultant.
3. Consultants are advised that all Owner contracts are subject to all legal requirements contained in City Ordinances and State and Federal Statutes governing purchasing activities.
4. Consultants are required to state the exact intentions of their offer to the Owner via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation, no matter how slight. If variations are not stated in the Consultant's Proposal, it shall be construed that the Consultant's Proposal fully complies with all conditions identified in this Solicitation.

B. CLARIFICATION AND MODIFICATION OF PROPOSAL SOLICITATION

1. Apparent silence or omissions within this Proposal Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
2. If any Consultant contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Consultant must submit a written e-mail request for clarification to the Owner's Agent/Contact. The Consultant submitting the request will be responsible for ensuring that the Owner receives the request at least seven (7) calendar days prior to the scheduled proposal opening or as noted in the special conditions.

3. Any official interpretation of the Proposal Solicitation must be issued in writing by the Owner's Agent/Contact who is authorized to act on behalf of the Owner, or by the Owner's Legal Department. The Owner shall not be responsible for other interpretations offered by employees of the Owner who are not authorized to act on behalf of the Owner for this project.
4. If necessary, the Owner may issue a written addendum to clarify or inform of substantial changes, which affect the technical submission of submitted Proposals. Addenda will be posted to the website and it is the Consultant's responsibility to download addenda. The Consultant shall certify its receipt of the addendum by signing the addendum and returning it with its Proposal. In the event of a conflict with the original Proposal Solicitation documents, addenda shall supersede all other documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. PRICING, COLLUSION, AND TAXES

1. Current Prices. Proposals must be fixed and firm unless stated otherwise in the Proposal Solicitation.
2. Discounts. Discounts shall not be considered in determining the lowest net cost for Proposal evaluation purposes. Payment terms shall be as set forth in any contract executed between the Owner and the Consultant. Payment by the Owner is deemed to be made on the date of the mailing of the check, or as otherwise set forth in any contract executed between the Owner and the Consultant.
3. Collusion. The Consultant, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, or entities offering a Proposal for the same items, or with the Owner. The Consultant also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the Owner's public procurement process, all Consultants are hereby placed on notice that any and all Consultants who falsify the certifications required in conjunction with this section shall be prosecuted to the fullest extent of the law.
4. It shall be understood and agreed that Proposal Offers submitted by persons and entities are done so independently of any other offers, and that Consultants will not knowingly participate in solicitations where there exists a conflict of interest with their entity and a member of Owner's staff or their immediate family.
5. Taxes. Consultants will neither include Federal, State, nor applicable Local excise or sales taxes in proposal prices, as the Owner is exempt from payment of such taxes. The Colorado Department of Revenue, Certification of Exemption for Colorado State Sales/Use Tax account number for the City of Montrose is 98-01805-0000. An exemption certificate will be provided, where applicable, upon request.

D. PREPARATION AND SUBMISSION OF PROPOSAL

1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Consultant must be initialed in ink by the Consultant or its lawful agent.
2. Proposals must contain a manual signature of an authorized agent of the Consultant in the space provided on the Proposal Form. If the Consultant or its lawful agent fails to sign the Proposal Form, its Proposal shall be considered non-responsive and ineligible for award.
3. Unit prices shall be provided by the Consultant on the Proposal Form when required in conjunction with the prescribed method of award. The Consultant shall enter "No Proposal" for each item where a unit price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. The delivery and/or completion date(s) provided by the Consultant, if required, must be stated in calendar days, following receipt of order/contract or official notice to proceed.
5. All information and supplemental documentation required in conjunction with this Proposal shall be furnished by the Consultant with its Proposal. If the Consultant fails to supply any required information or documents, the Owner, in its sole discretion, may consider the Proposal non-responsive.
6. The accuracy of the Proposal is the sole responsibility of the Consultant. No changes in the Proposal shall be allowed after the submission deadline, except when the Consultant can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
7. The Proposal Form shall be enclosed in a sealed envelope and addressed to the Owner. The envelope shall clearly identify the proposal number and title when submitted to the Owner. The Consultant shall also include its name and address on the outside of the envelope.
8. The Owner's Proposal Form, which is attached to this Proposal Solicitation, must be used when the Consultant is submitting its Proposal. The Consultant shall not alter this form unless instructed to do so in writing by the Owner. Failure to use the Owner's Proposal Form may result in the Proposal being considered non-responsive.
9. Proposals in response to formal Proposal Solicitations will not be accepted by facsimile or electronic transmission. Only signed written Proposals will be considered responsive, and eligible for possible award. Consultants shall provide Proposal Forms, Statement of Work/Technical Offer Section, Special Conditions, Specifications and Pricing Form, and any other mandatory submittals with the proposal.
10. Consultants who qualify their Proposals by including alternate contractual provisions should be aware that the Owner does not negotiate the terms of its contracts, and will ordinarily declare

such Proposals non-responsive. Once bids have been opened, the Owner shall not consider any subsequent submissions of alternate terms and conditions.

11. Insurance certificates are required after a Notice of Award has been issued. Costs for additional coverage must be accounted for in the Consultant's Proposal cost.
12. Proposals received after the submission due date and time prescribed for the solicitation shall not be considered.

E. VENDOR APPLICATION AND RETENTION ON CONSULTANTS' LIST

The Owner does not maintain a consultant's list. Register to receive an automated email notification of new bids by visiting www.cityofmontrose.org - Department Services - Purchasing – Proposal Notification.

F. MODIFICATION OWNER'S REPRESENTATIVE WITHDRAWAL OF LEGITIMATE OFFERS

1. Consultant offers may be modified in the form of an official written notice, and must be received prior to the due time and date set forth in the Proposal Solicitation. Each modification submitted must have the Consultant's name and return address and the applicable proposal number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the Owner will be considered the valid modification.
2. Bids may be withdrawn prior to the due time and date set for the Solicitation, provided it be in the form of an official, authorized written request.
3. Proposals may not be modified or withdrawn after the due date and time set for the Proposal opening for a period of ninety (90) calendar days. If a Proposal is modified or withdrawn by the Consultant during this ninety (90) day period, the Owner may, at its option, place the Consultant on suspension and may not accept any further Proposals from the Consultant for a period set by the Owner following the Consultant's modification or withdrawal of its Proposal. The Owner may reject an Proposal, in whole or in part, as set forth in the City of Montrose Municipal Code and the City's Procurement Manual.

G. EVALUATION OF PROPOSALS

1. Proposals shall be evaluated based upon their responses to the questions and requests for information in this Proposal Solicitation, and based upon whether and to what degree they comply with the instructions set forth herein. Thoroughness, accuracy, veracity, and professionalism in the responses shall be taken into account.
2. The Owner may, in its sole and absolute discretion:
 - a. Reject any and all, or parts of any or all, Proposals submitted by prospective Consultants;
 - b. Re-advertise this Solicitation;

- c. Postpone or cancel the Proposal process for this Solicitation;
 - d. Waive any irregularities or technicalities in proposals received in conjunction with this Solicitation;
 - e. Determine the criteria and process whereby Proposals are evaluated and awarded.
3. A Proposal may not be accepted from, nor any contract be awarded to, any person or entity which is in arrears to the Owner upon any debt or Contract or which is in default as surety or otherwise upon any obligation to the Owner.
4. No Contract shall be awarded to any person or entity which has failed to perform faithfully any previous contract with the City, the State or Federal government for a minimum period of one (1) year after said previous Contract was terminated for cause.
5. A Proposal may not be accepted from, nor any Contract awarded to, any person or entity, which has pending litigation against the Owner at the date and time of the Proposal Opening.

H. AWARD OF CONTRACT

1. The Owner's Agent/Contact is authorized to handle initial contacts regarding any protest of the solicitation or award of an Owner contract, or any claim arising out of the performance of the Owner's contract, with the City Manager's approval. Any actual or prospective Consultant or Contractor who has a grievance in connection with the solicitation or award of a contract shall first seek resolution of the matter with the Owner's Agent/Contact.
2. If the City Manager or Owner designee does not, within thirty (30) days after receiving a protest, or within such longer period as may be agreed upon by the parties, issue a written decision on the protest or make a determination that award of the contract is necessary, the protest shall be considered denied.
3. By law, the Owner reserves the right to accept or reject any or all proposals, or any combination of them, and to waive any informality or irregularity in the request for proposal and qualifications.
4. Successful Consultants shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, the Proposal.
5. No Consultant shall be excluded from consideration for award in conjunction with this solicitation based on race, color, creed, national origination, handicap, or sex, or be subjected to discrimination under any contractual award administered by the Owner.

I. CONTRACTUAL OBLIGATIONS

1. In order to ensure the efficient utilization of tax dollars, successful Consultants shall comply with all contractual obligations contained in the Contract Documents, as set forth in the contract signed by the Owner and Consultant. A sample contract that Consultant will be expected to sign is supplied with these Proposal Documents.

SPECIAL CONDITIONS

A. PRE-SUBMITTAL CONFERENCE

NONE REQUIRED.

B. CONTACT PERSON

During the course of this request process, from issuance until a recommendation for award, Consultants shall not initiate contact related to this request with anyone other than the officially designated individual:

For this request for qualifications and proposal the contact is Public Works Manager Jim Scheid at 970-240-1481 or email: jscheid@cityofmontrose.org

Failure to abide by this requirement may result in disqualification from further participation in this process.

C. QUESTION DEADLINE

All questions regarding this Request for Proposal shall be directed by email to Jim Scheid at jscheid@cityofmontrose.org. All inquiries shall clearly identify the name of the firm and the authorized representative, the RFQ/P number and Title and a method or address to which the responses shall be made.

The deadline for receipt of questions from Consultants in regards to this RFP/Q 2/10/2020.

Responses will be prepared by the Owner in an addendum and published on the City of Montrose web site at: www.cityofmontrose.org under Department Services, Purchasing, Open bids, and this proposal name. The responses in writing are the only official answers.

D. SUBMITTAL INSTRUCTIONS

The Owner desires to receive a clear, concise, economical presentation of the vendor's proposal. Consultants shall submit the following with their proposal:

1. One original of the signed proposal forms
2. One original of the technical proposal narrative
3. One original of the Qualifications Packet.
4. One original of the signed proposal addenda.
5. One original of the Fee Schedule Packet.

Submit items 1-4 in a sealed envelope with the consultant's name, proposal number, and project name clearly written on the envelope. Submit item 5 in a separate sealed and initialed envelope with the consultant's name, proposal number, and project name clearly written on the envelope. Failure to submit a proposal in the manner indicated may be cause for it to be considered 'non-responsive' and ineligible for consideration and subsequent award.

PROPOSAL FORM - PAGE 1

SUBMITTED BY:

Company Name: _____

Address: _____ City: _____

State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

CERTIFICATION: (if a Submission is Offered):

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Consultant;
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications that were made available to the Consultant in conjunction with this Proposal and fully understands and accepts these terms unless specific variations have been expressly listed on the Proposal Form;
- The Submission is being offered independently of any other Consultant and in full compliance with the collusive prohibitions specified in the General Terms and Conditions of this solicitation; and
- The Consultant will accept any awards made to them as a result of this Solicitation for a minimum of ninety (90) calendar days following the date and time of the proposal opening.

By: _____
Manual Signature of Agent

Date

Typed/Printed Name of Agent

Title of Agent

Include Original with Submission

Affix Manual signature of authorized agent.

PROPOSAL FORM - PAGE 2

Company Name: _____

VARIATIONS:

The Consultant shall identify all variations and exceptions taken to the General Terms and Conditions, the Special Conditions, and any Technical Specifications in the space provided below; provided, however, that such variations be not expressly prohibited in the Proposal documents. For each variation listed, reference the applicable section of the proposal document. If no variations are listed here, it is understood that the Consultant's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Proposal is non- responsive and ineligible for award:

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

STATEMENT OF WORK

PART 1 – GENERAL ITEMS

I. OWNER’S SELECTION SCHEDULE

RFQ/P Available	1/30/2020
Deadline for RFQ/P Questions	2/10/2020
RFQ/P Clarification Responses	2/13/2020
RFQ/P Closing	2/19/2020 @ 2:00 p.m.

The Dates for the following five items are approximate;

Interview Invitations sent to Short-Listed Consultants	2/25/2020
Interviews in person or via video conferencing	2/26/2020 12:00 – 5:00 p.m.
Present City Council Work Session	03/02/2020
City Council Vote Final Recommendation	03/17/2020

II. BACKGROUND

The City of Montrose (Owner) is beginning the process of building a new police operations building that is approximately 27,000 square feet, an auxiliary police structure in the adjacent lot east of the current police building, and a secure parking area entirely located between the 400 and 500 blocks of South First Street and South Second Street in the City of Montrose. The current police building will remain standing and be attached to the new police operations facility and auxiliary building. The City of Montrose is requesting proposals to obtain a qualified representative to assist the Owner throughout the entire project which is estimated at 24 months.

III. RFQ/P OBJECTIVE

The purpose of this RFQ is to solicit a Qualified Owner Representative (Consultant) to contract with the Owner and also work closely with the City of Montrose to provide customary owner’s representative services for the pre-construction, construction, and post-occupancy phases of the project.

IV. QUALIFICAITIONS SUBMITTAL REQUIREMENTS

Organize your Qualifications Submittal using the following outline. Please separate each section with dividers or tabs using the appropriate section labels. **No fees shall be included in the Qualifications Submittal.**

SECTION 1 – LETTER OF INTEREST

A maximum two-page letter of interest that includes a synopsis of the firm, business principals, distinguishing characteristics, approach to completing this project, primary contact information, and signed by the principal-in-charge.

SECTION 2 – EXPERIENCE AND QUALIFICATIONS

Please address each criterion listed below as it relates to your firms relevant experience and qualifications.

1. Identify the individual who will be the main point of contact and the team responsible for providing services for the duration of the project. Consultant shall not change or substitute these individuals without prior approval. The Owner reserves the right to determine the acceptability of these individuals.
2. Provide all team members experience and responsibilities, including resumes. Provide background information including education, professional titles, related qualifications and specific roles in past projects.
3. Describe your firms past experience with providing Owner's Representation, highlighting any projects with similar size and scope to the proposed project.
4. Provide your firms project organization structure and responsibilities.
5. How does your firm provide an in-depth cost evaluation of proposals, fees and budgets?
6. Show your ability/approach to organize, develop and maintain project schedules.
7. The project intends to use a multidisciplinary collaborative project approach. Describe your firm's knowledge with an integrated design process.
8. Describe your firm's knowledge of LEED criteria and program requirements.
9. Describe your firm's understanding of commissioning, measurement and verification.
10. Understanding of the Owner, its organization and leadership.
11. Based on your current workforce and staffing in addition to the number of projects your firm currently has under contract or in negotiation does your firm have the capacity to complete this project? What percentage of your firm is currently involved in other projects?
12. This project requires the Consultant to carry, professional general liability insurance and workers compensation according to State laws.
13. Demonstrate ability to manage and develop a master budget and maintain it accurately throughout the project to ensure a quality project is delivered within budget.
14. Demonstrate a working knowledge in some or all disciplines including architectural design, structural engineering, mechanical engineering, electrical engineering, civil engineering, roof design and maintenance, construction cost estimating, facility management and maintenance, information technology (word, excel, accounting). Indicate which disciplines you are knowledgeable and have expertise and/or experience.
15. Provide description of any lawsuits or claims including status and resolutions.
16. Describe understanding of Bonding, Permitting and Insurance requirements for police facility construction.

17. Identify any other unique challenges/ approaches that you have experienced that will assist the Owner with a successful project.
18. Describe your firm's process for minimizing Owner's risk throughout a project.
19. What does your firm do to ensure a safe construction site?
20. Assisting the owner with fund requests is an important role of this project. The requirements for this project include obtaining accurate invoices from consultants and vendors, and providing complete and thorough draw requests to the owner in which each individual invoice is accurate as well as the total request. The Owner's Representative will be submitting the funding request to the owner for approval, and responding to questions from the owner for clarification or inaccuracies. Please explain your experience regarding pay authorizations, the expectations you will set for your firm and for the consultants, contractor and vendors to ensure timely payment, and any lessons learned from past projects.
21. Please explain your firm's role in construction administration, including the observations and reporting your firm will complete for the project on behalf of the owner. Please provide a sample of an Owner's Representative field report from your firm.
22. Demonstrate experience and understanding of different delivery methods. Note what delivery method you would recommend for this project.

SECTION 3 – SCOPE OF SERVICES

The Owner's Representative is expected to act on the Owner's behalf in conjunction with owner's police facility design technical consultant in overseeing the project through completion and into occupancy. The Consultant's proposed scope of services should include, but is not limited to, each item listed below. Please provide a narrative of your approach to providing the services below, and explicitly identify any additions or exclusions. When appropriate include the number of meetings, site visits, etc., and any other pertinent descriptions that clearly identify services included in the proposal.

Phase I-II: Pre-Design & Schematic Services

Phase I-II Pre-Design and Schematic Design services are focused around early project planning and procurement activities. These services are estimated to take place between the date of award and selection of a design team. Reference Exhibit A for further details.

- Assist the Owner with selecting the appropriate consultants and contractors through a Request for Qualifications and Proposal (RFQ/P) process.
 - Pre-design and Schematic Design Process.
 - Selection of Design and Engineering team.
 - Construction Manager/ General Contractor.

Phase III-IX.

- *Phase III Design Development is listed in the scope matrix attachment Exhibit A;*
- *Phase IV Construction Documents is listed in the scope matrix attachment Exhibit A;*
- *Phase V Bidding Process is listed in the scope matrix attachment Exhibit A;*
- *Phase VI Community Involvement is listed in the scope matrix attachment Exhibit A;*
- *Phase VII Construction Process is listed in the scope matrix attachment Exhibit A;*
- *Phase VIII Closeout of Project is listed in the scope matrix attachment Exhibit A;*
- *Phase IX Warranty Period is listed in the scope matrix attachment Exhibit A;*

Complete the Scope of Services Matrix provided as Exhibit A. The Consultant must validate each line in the exhibit by marking either provided or excluded.

SECTION 4 – PROJECT SCHEDULE

Explain and demonstrate your capabilities and capacity to create a schedule and the ability to complete the project within the estimated timeframe. Provide examples of schedules from prior similar projects.

SECTION 5 – REFERENCES

Provide a comprehensive list of **ALL** police department and/or public safety projects completed or begun within the last 5 years, with contact information, along with a project description. Identify in the reference list which projects this team has performed collectively. The Owner reserves the right to check additional references beyond those provided in the submittal. References will be checked between 2/21/2020 and 2/24/2020. It is recommended that all applicants notify references to facilitate a quick turnaround for the final selection process.

V. FEE SCHEDULE SUBMITTAL REQUIREMENTS

Consultants shall prepare a detailed fee proposal as outlined below. The fee proposal will be submitted in a separate sealed and initialed envelope with the package. Failure to provide a fee proposal, which addresses each of the items listed below, may result in disqualification from the RFQ/P process.

Detailed fee proposals shall include the following:

- ✓ Breakout of fees for Phase I-IX Services;
- ✓ Hourly rates for services provided in all phases;
- ✓ Confirmation that all scope items from the original RFQ/P will be addressed;
- ✓ Any exclusions with explanations;
- ✓ Number of hours anticipated;

- ✓ Number of personnel anticipated;
- ✓ Other resources;
- ✓ How the resources are to be used;
- ✓ Breakout of anticipated reimbursables;
- ✓ Hourly rates for all personnel involved in the project;
- ✓ Number of site visits anticipated to complete the work;
- ✓ Breakout of post-occupancy services costs;
- ✓ Breakout of fees for any non-required scope proposed;
- ✓ Guaranteed maximum price for all services rendered;

The fee is anticipated to include all costs including reimbursables for the project. The owner will review all sealed and submitted fees from Consultants. The owner reserves the right to negotiate the fee with the finalist Consultant.

If the selected finalist Consultant's fee exceeds the Owners budget and/or if subsequent negotiations with the selected finalist Consultant are unsuccessful, the Owner reserves the right to negotiate with the next highest-scoring Consultant.

VI. SUBMITTAL REVIEW & SELECTION PROCESS

The selection process consists of three phases, RFQ Review, Fee Schedule Review, and Finalist Interview, followed by negotiations with the finalist Consultant.

Phase 1 – RFQ Review

The Owner's Selection Committee will evaluate and score the RFQ submittals based on the selection criteria listed below:

Selection Criteria	Max Point Possible
Section 1: Letter of Interest. How complete and concise was the letter of interest and RFQ/P response? Was the RFQ/P well organized, with complete information responding to all of the submittal criteria?	10 points
Section 2: Experience and Qualifications. Consultant provided a detailed description of experience and qualifications package which highlighted key personnel in addition to other items as stated.	30 points
Section 3: Scope of Services. Consultant has affirmed each of the Owner's requirements for this project and demonstrates a clear understanding of Owner's needs and clear direction toward completing scope of work.	20 points
Section 4: Project Schedule. Consultant has demonstrated capabilities and capacity to create a schedule and the ability to complete the project within the estimated timeframe. Consultant provided examples of schedules from prior similar projects.	20 points
Section 5: References. Consultant has provided a comprehensive project list with contact information for projects completed over the last five years.	20 points
Total Points	100 points

Phase 2 – Fee Schedule Review

The Owner's Selection Committee will review the Fee Schedules.

Phase 3 – Finalist(s) Interview

An interview invitation will be sent out to the top three scoring Consultants based upon RFQ submittal scores. The invitation will explain the interview requirements and provide the time and location of the interview. All interviews will occur on 2/26/2020 between 12:00 p.m. and 5:00 p.m. In person, interviews are preferred but video conferencing is acceptable. The purpose of

the interview is to ensure a full understanding of the RFQ responses and to introduce key members of the Owner's team.

The interviews will consist of a short presentation followed by a longer period for questions and answers. During the short presentation, the lead consultant for the project should be identified along with members of the Owner's team. Please note team members that will not be directly working on the project are not invited to the oral interviews.

The final Consultant will be determined based on the selection score criteria and the interview.

VII. Acceptance and Rejection

After the final selection has been made, the Owner may provide a summary of scores and a decision memorandum upon request.

The Owner reserves the right to select any or reject any and all proposals in their best interest. The Owner also reserves the right to reject any or all Consultants as unqualified, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional qualifications. The Owner also reserves the right to re-solicit, waive all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the apparent successful proposer.

The Owner is not responsible for cost incurred in preparation of this proposal. Proposals will not be returned and become the property of the Owner once submitted, which could be publically shared. By submitting a proposal all Consultants agree to the terms and conditions of this RFQ/P and the RFQ/P will become part of the awarded Consultant's contract. The selected finalist Consultant will be responsible for submitting a draft agreement to be used for this project. The Owner's legal council will review the agreement and negotiate terms prior to commencement of work.

As a condition of acceptance, and to avoid conflicts of interest, the selected Owner's Representative will not be permitted to submit proposals for additional consulting or contracting work on this project, regardless of qualifications.

EXHIBITS

The following related documents are referenced throughout this document and are included with the proposal documents on the Owner's website. The intention of these attachments is to illustrate the intended concepts.

EXHIBIT A

EXHIBIT B

END OF SECTION