

City of Montrose
Purchasing Division
433 South First Street
PO Box 790
Montrose, CO 81402



REQUEST FOR PROPOSAL

New Montrose Public Safety Complex Project

Issue Date: 5/8/2020

Bid Number: 19-057

Agent/Contact: Jim Scheid and Dynamic Program Management

Submissions Must Be Received by: 6/1/2020 by 2:00PM MT

ADMINISTRATIVE INSTRUCTIONS

The City of Montrose is requesting proposals through the Request for Qualifications & Proposal process, Qualifications will be received via electronic mail at bids@ci.montrose.co.us with a CC to: procurement@dynamicpm.co and registered on June 1, 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 via electronic mail by 2:00 PM on the date listed above.

Complete bid packets can be downloaded from the City web page at www.cityofmontrose.org under Department Services, Purchasing, and Open Bids. 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 City 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 project is also bid according to the City of Montrose local preference policy in effect on the date of the bid 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 "City") by all prospective vendors/proposers (herein after referred to as "Bidder") regarding City Solicitations including, but not limited to, Invitations to Bid, Requests for Proposals, Requests for Quotes, and Requests for Qualifications (hereafter "Solicitation" or Bid Solicitation).

A. CONTENTS OF BID

1. Bidders shall thoroughly read the project requirements and specifications, and shall examine any drawings and documents which may be incorporated into the Bid documents. As Bid documents frequently change for each Solicitation, veteran Bidders shall not assume that this Solicitation contains the same terms and conditions that were supplied in prior Solicitations. The City is not obligated to identify either minimal or substantial modifications to Bid documents.
2. Bidders 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 Bid conditions. No plea of ignorance by the Bidder of conditions that exist, or may hereafter exist, as a result of failure to fulfill the requirements of the contract documents, will be accepted as the basis for varying the requirements of the City or the compensation to the Bidder.
3. Bidders are advised that all City contracts are subject to all legal requirements contained in City Ordinances and State and Federal Statutes governing purchasing activities.
4. Bidders are required to state the exact intentions of their offer to the City 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 Bidder's Offer, it shall be construed that the Bidder's Offer fully complies with all conditions identified in this Solicitation.

B. CLARIFICATION AND MODIFICATION OF BID SOLICITATION

1. Apparent silence or omissions within this Bid 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 Bidder contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Bidder must submit a written e-mail request for clarification to the City's Agent/Contact. The Bidder submitting the request will be responsible for ensuring that the City receives the request by the clarification deadline listed in the attached Request for Qualifications & Proposal.
3. Any official interpretation of the Bid Solicitation must be issued in writing by the City's Agent/Contact who is authorized to act on behalf of the City, or by the City's Legal Department. The City shall not be responsible for other interpretations offered by employees of the City who are not authorized to act on behalf of the City for this project.

4. If necessary, the City may issue a written addendum to clarify or inform of substantial changes which impact the technical submission of Bids. Addenda will be posted to the website and it is the Bidder's responsibility to download addenda. The Bidder shall certify its receipt of the addendum by signing the addendum and returning it with its Bid. In the event of a conflict with the original Bid 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. Bid Proposals must be fixed and firm unless stated otherwise in the Bid Solicitation.
2. Discounts. Discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Payment terms shall be as set forth in any contract executed between the City and the Bidder. Payment by the City 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 City and the Bidder.
3. Collusion. The Bidder, 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 Bid for the same items, or with the City. The Bidder also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the City's public procurement process, all Bidders are hereby placed on notice that any and all Bidders 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 Bid Offers submitted by persons and entities are done so independently of any other offers, and that Bidders will not knowingly participate in solicitations where there exists a conflict of interest with their entity and a member of City staff or their immediate family.
5. Taxes. Bidders will neither include Federal, State, nor applicable Local excise or sales taxes in bid prices, as the City 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 BID

1. The City desires to receive a clear, concise, economical presentation of the vendor's proposal. Candidates for this Request for Qualification and Proposal for professional services shall submit the following by electronic mail to bids@ci.montrose.co.us with a CC to: procurement@dynamicpm.co by 2:00 PM Mountain Time on June 1, 2020.

2. Qualifications Packages must contain an electronic signature of an authorized agent of the Bidder. If the Bidder or its lawful agent fails to sign the Bid Proposal Form, its Bid shall be considered non-responsive and ineligible for award.
3. Unit prices shall be provided by the Bidder on the Bid Proposal Form when required in conjunction with the prescribed method of award. The Bidder shall enter "No Bid" 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 Bidder, 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 Bid shall be furnished by the Bidder with its Bid Proposal. If the Bidder fails to supply any required information or documents, the City, in its sole discretion, may consider the Proposal non-responsive.
6. The accuracy of the Bid is the sole responsibility of the Bidder. No changes in the Proposal shall be allowed after the submission deadline, except when the Bidder 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 electronic submittal shall clearly identify the bid number and title when submitted to the City. The Bidder shall also include its name and address with the electronic submittal.
8. Bidders who qualify their Proposals by including alternate contractual provisions should be aware that the City does not negotiate the terms of its contracts and will ordinarily declare such Bid Proposals non-responsive. Once bids have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.
9. Bid Bonds (5% of total bid price) and performance and payment bonds (100% of total bid price) are required on construction projects over \$50,000.
10. Insurance certificates are required after a Notice of Award has been issued. Costs for additional coverage must be accounted for in the Bidder's proposal cost.
11. Bid Proposals received after the submission due date and time prescribed for the solicitation shall not be considered.

E. VENDOR APPLICATION AND RETENTION ON BIDDERS' LIST

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

F. MODIFICATION OR WITHDRAWAL OF LEGITIMATE OFFERS

1. Bidder 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 Bid Solicitation. Each modification submitted must have the Bidder's name and return address and the applicable bid number and title clearly included with the electronic submittal. If more than one modification is submitted, the modification bearing the latest date of receipt by the City will be considered the valid modification.
2. Bids may be withdrawn prior to the due time and date set for the Solicitation, provided it is 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 Bid opening for a period of ninety (90) calendar days. If a Bid Proposal is modified or withdrawn by the Bidder during this ninety (90) day period, the City may, at its option, place the Bidder on suspension and may not accept any further Bid Proposals from the Bidder for a period set by the City following the Bidder's modification or withdrawal of its Proposal. The City may reject an offer, in whole or in part, as set forth in the City of Montrose Municipal Code and the City's Procurement Manual.

G. EVALUATION OF OFFERS

1. Offers shall be evaluated based upon their responses to the questions and requests for information in this Bid 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 City may, in its sole and absolute discretion:
 - a. Reject any and all, or parts of any or all, Bid Proposals submitted by prospective Bidders;
 - b. Re-advertise this Solicitation;
 - c. Postpone or cancel the Bid 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 City upon any debt or Contract or which is in default as surety or otherwise upon any obligation to the City.
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 City at the date and time of the Bid Opening.

H. AWARD OF CONTRACT

1. The City's Agent/Contact is authorized to handle initial contacts regarding any protest of the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, with the City Manager's approval. Any actual or prospective Bidder 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 City's Agent/Contact.
2. If the City Manager or City 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 City reserves the right to accept or reject any or all proposed bids, or any combination of them, and to waive any informality or irregularity in the bid or in the bidding.
4. Successful Bidders shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, the Bid Proposal.
5. No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap, or sex, or be subjected to discrimination under any contractual award administered by the City.

I. CONTRACTUAL OBLIGATIONS

1. In order to ensure the efficient utilization of tax dollars, successful Bidders shall comply with all contractual obligations contained in the Contract Documents, as set forth in the contract signed by the City and Bidder. A sample contract that Bidder will be expected to sign will be supplied to the shortlisted candidates with the Interview Invitation.

SPECIAL CONDITIONS

A. PRE-BID CONFERENCE

Due to COVID-19 Restrictions there will not be a Pre-Bid Conference.

B. CONTACT PERSON

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

For this bid the contacts are Jim Scheid at 970.240.1481 or email: jscheid@ci.montrose.co.us and Reilly O'Brien at 303-775-5051 or email: procurement@dynamicpm.co

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@ci.montrose.co.us and Reilly O'Brien at procurement@dynamicpm.co

All inquiries shall clearly identify the name of the firm and the authorized representative, the RFP number and Title and a method or address to which the responses shall be made.

The deadline for receipt of questions from Bidders regarding this RFQ/P is 5/19/2020 by 12:00 pm MT.

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

D. SUBMITTAL INSTRUCTIONS

The City desires to receive a clear, concise, economical presentation of the vendor's proposal. Candidates for this Request for Qualification and Proposal for professional services shall submit the following by electronic mail to bids@ci.montrose.co.us with a CC to: procurement@dynamicpm.co by 2:00 PM Mountain Time on June 1, 2020.

A complete submission includes the following:

1. Signed Cover Letter
2. Firm Information
3. Qualifications of Proposed Team
4. Similar Project Experience
5. Schedule
6. Project Approach
7. References

End of Section

REQUEST FOR QUALIFICATIONS & PROPOSAL (RFQ/P)

FOR PROFESSIONAL SERVICES



Request for Qualifications & Proposal for Professional Services
CONSTRUCTION MANAGER / GENERAL CONTRACTOR
For the New Montrose Public Safety Complex Project
City of Montrose and Montrose Police Department

Qualifications Due 6.1.20 @ 2 PM

Provided by: DYNAMIC PROGRAM MANAGEMENT



Request for Qualifications & Proposal

A. Invitation & Procurement Schedule

The City of Montrose (Owner) would hereby invite interested firms and/or individuals (Professional Service Providers) to submit a response to this Request for Qualifications & Proposal (RFQ/P) for professional services in support of project New Montrose Public Safety Complex, located in Montrose, Colorado.

PROPOSAL DUE DATE/DELIVERY REQUIREMENTS- 2:00 p.m. June 1, 2020

SUBMITTAL INSTRUCTIONS

The City desires to receive a clear, concise, economical presentation of the vendor's proposal. Candidates for this Request for Qualification and Proposal for professional services shall submit the following by electronic mail to bids@ci.montrose.co.us with a CC to: procurement@dynamicpm.co by 2:00 PM Mountain Time on June 1, 2020.

No physical copy will be required, please address the Cover Letter to:

Mr. Jim Scheid, Public Works Manager
433 S 1st St, Montrose, CO 81401

All official communication with Candidates and questions regarding this RFQ/P will be via email to the Owner's Representative, Dynamic Program Management, at procurement@dynamicpm.co with a cc to jscheid@ci.montrose.co.us

All Candidate inquiries will be responded to at the same time which will be after the "Clarification Deadline". **Responses to clarification will be made available by email to all Candidates who requested the RFQ/P.** Due to COVID restrictions there will not be a site walk. Candidates should not rely on any other statements, either written or oral, that alter any specification or other term or condition of the RFQ/P during the open solicitation period. **Candidates should not contact any other team members, or any individual associated with the Owner regarding this RFQ/P or this project.**

PROCUREMENT SCHEDULE

RFQ/P Available	5.8.2020
RFQ/P Clarification Deadline by 12 PM	5.19.2020
RFQ/P Clarification Responses	5.21.2020
RFQ/P Responses due by 2:00 PM	6.1.2020
Interview Invitations sent to Short-Listed Candidates	6.4.2020
Interviews (Virtual Format)	6.10.2020
Candidates Notified of Selection	6.11.2020
Contract Accepted by City Council	7.7.2020
Construction Commences	January 2021
Construction Complete	September 2022

SUBMISSION CHECK LIST

A complete submission includes the following:

1. Signed Cover Letter
2. Firm Information
3. Qualifications of Proposed Team
4. Similar Project Experience
5. Schedule
6. Project Approach
7. References

Fees are not to be submitted at this time. A short list of Candidates will be invited for interviews and fee proposals will be required as part of the interview process.

CONTRACT FORMAT

The contract format for this project will be a modified AIA A133-2017 and AIA A201 General Conditions. The short-listed Candidates invited for interviews will be provided with the proposed contract for comment prior to interviews.

B. Owner and Project Information

Please refer to the Owner's website here (<https://www.cityofmontrose.org/>) for information regarding the Owner.

The City of Montrose (Owner) is 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 Owner intends to hire, or has already selected, the following professionals for the project team:

Owner's Representative (Dynamic Program Management)
Technical Consulting Architect (McClaren Wilson & Lawrie)
Surveyor (Del-Mont Consultants)
Architect / Engineering (procurement upcoming)
Geotechnical Engineer & CMT (procurement upcoming)
CM/GC (<i>in progress</i>)
Commissioning Agent (procurement upcoming)
FF&E Vendor (Possibly through A/E team)
Moving Company (On Call with City)

C. Scope of Work

The CM/GC Scope of Work will generally consist of the requirements in the AIA A133-2017 and AIA A201 General Conditions contract and the following:

TRANSPARENCY

All scope of work shall be completed in a collaborative and transparent manner. The Candidate should expect to attend City Council, Owner, OAC, Community, and Design meetings understanding some of these meetings will take place in evenings outside of normal business hours. All subcontractor bid responses will be shared with the Owner for review.

PRECONSTRUCTION SERVICES

Candidate shall immediately provide preconstruction services upon selection. Milestone cost estimates will be provided at 100% SD, 50% DD and 100% DD. Detailed Initial GMP and final GMP estimates per permitting sequencing will be provided by the Candidate.

As needed, Candidate will provide real-time pricing with the objective to hold the project within target budget. A trend log, including potential alternates and value engineering, shall be managed and communicated by the Candidate to the team members. Written constructability review will be provided during the preconstruction phase. These may include construction review of construction assemblies, materials, lead time, architectural details, schedule impacts, sequencing and site limitations. These reviews will be completed at Schematic, Design Development and interim Construction Document review periods.

All work shall be competitively bid for the project and presented to the owner for final acceptance of subcontractors. Candidate shall provide to the team any cost increases or decreases to select local subcontractors.

Candidate will coordinate with team members to establish a detailed construction schedule identifying long lead items and critical path activities. The Candidate will work with the Owner, Owner's Representative and Design Team to plan an acceptable site staging and work plan to separate construction activities from the operating City and Police facilities.

CONSTRUCTION

The Owner is seeking a CM/GC to coordinate and manage the building process as a member of the project team. The Candidate shall understand construction methods and techniques. Candidate shall construct of the project in accordance with construction documents and specifications within the scheduled timeframe.

Site – Candidate will provide supervision of all internal personnel and subcontractors including ensuring internal personnel and subcontractors on site have cleared background checks based on the Owner's criteria. Candidate will ensure prohibited items by law are not brought onto The City's property by those under the Candidate's responsibility. Candidate is responsible for site safety. Candidate will work with the Owner's selected construction material testing firm to provide appropriate notice of inspection requests. Candidate will work with the Owner's selected commissioning agent and provide timely information as requested by this consultant.

Schedule - Shall manage the construction schedule and communicate the 3-week look ahead schedule every week and provide updated full project schedules monthly with each application for payment.

Budget - Candidate is responsible for the construction budget and will provide weekly budget updates to the Owner, Owner's Representative, and Design Team. Pay applications will be provided per the contract in a timely fashion so that invoices may be submitted to the Owner for payment.

Documentation - Maintain and provide to the Owner all construction related documentation such as RFI's, submittals, schedules and inspections. Candidate shall fulfill contractor's responsibilities regarding actions, documentation and submissions for the selected sustainability program.

Quality – Quality control is the CM/GC's responsibility. The Candidate shall provide a product with the highest quality workmanship.

Completion - Close-out and warranty services will be in accordance with contract documents. CM/GC will work with project team members to proactively and efficiently close out the project at completion. Candidate will provide warranty request process to the Owner and respond appropriately and timely to such requests.

UTILITY COORDINATION

Candidates will be expected to assist in utility coordination with the various utility providers with assistance from the Owner's Representative and Design Team.

LOCAL EXPENSES

Candidate should understand local economic impact is important to the Owner. The Candidate will be expected to track and report to the Owner's Representative on each pay application a breakout of local expenses for any local labor, subcontractor, meals, lodging, subconsultants, gas, etc. made within Montrose County boundaries for the duration of the project. These expenses are compiled each month and provided to City Council as an estimate of expenses spent within the community as a result of the project.

PROJECT FUNDING

This project is funded by a previously successful Bond measure.

ADDITIONAL GRANT FUNDING

The Owner may pursue additional grant funding. These grants may include GOCO, DOLA, Colorado Health Foundation, etc. The Candidate will provide cost estimates and schedules as required by grant applications.

D. Submittal Requirements

Responses shall respond to each item noted below. Please limit response information to relevant information only.

1. SIGNED COVER LETTER / LETTER OF INTEREST

2. FIRM INFORMATION

Provide a brief history of the firm including the following information:

- Number of years in business
- Location of office servicing
- Location of main office, if different
- Provide a statement for the maximum dollar value in which your firm can be

bonded, and the amount currently bonded with confirmation statement from bonding company

- Provide your firm's EMR
- Information on any claims or lawsuits your firm has had in the past 10 years.
- Confirmation your firm will include all items outlined in the Scope of Work in Section C.
- Indicate if your team meets the following Insurance requirements. Please provide an Acord Format Insurance Certificate showing existing limits.

- o **General Liability**

- Commercial General Aggregate \$ 4,000,000
- Products/Completed Operations Aggregate \$ 4,000,000
- Each Occurrence Limit \$ 2,000,000
- Personal/Advertising Injury \$ 2,000,000

- o **Auto Liability**

- \$2M* Bodily Injury/Property Damage Each Accident Coverage applying to owned, hired and non-owned autos

- o **Workers' Compensation**

- Per State minimums

3. QUALIFICATIONS OF PROPOSED TEAM

- Provide organizational chart for your proposed team, including roles and responsibilities for each team member
- Provide resumes for all key team members
- Please note proposed key team members are expected to be involved throughout the life of the project and may not be changed without written authorization from the Owner

4. SIMILAR PROJECT EXPERIENCE

- Provide project profiles for up to five similar projects in progress or completed by your firm. Please include the following:
 - o Project Description
 - o Approximate Program Cost
 - o Client Contact Information
 - o General Contractor Contact Information
 - o Information regarding if the project was delivered on time and on budget, and if not, why?
 - o A description of how this project is similar to the Montrose Public Safety Complex Project
- The selection committee is interested in reviewing projects in which the proposed key team members have provided services and worked collaboratively together.

5. SCHEDULE

- Provide a detailed project construction schedule that clearly identifies key milestones for the project working within the constraints of construction starting

- as early as January 2021 and concluding no later than September 2022.
- Describe how your firm will ensure the project schedule will be met
- Discuss any areas in which there could be opportunities to expedite the work

6. PROJECT APPROACH

- Provide your team’s philosophy in approaching projects within the CM/GC delivery system.
- How do you manage challenges with respect to budget, schedule, and ensuring quality of the finished project?
- Discuss how your firm will include local suppliers and subcontractors in the bidding process.
- Describe your approach to construction operations on an occupied site.

7. REFERENCES

Provide a comprehensive list of all municipal projects completed or begun within the past 5 years by your firm with contact information, along with a project description. Identify in the reference list which projects this CM/GC team has performed collectively. The Owner reserves the right to check additional references beyond those provided in the submittal.

SUBMITTAL SCORING MATRIX

Submittal Section	Points
COVER LETTER	0
FIRM INFORMATION	10
QUALIFICATIONS OF PROPOSED TEAM	20
SIMILAR PROJECT EXPERIENCE	20
PROJECT APPROACH	20
SCHEDULE	20
REFERENCES	10
TOTAL	100 POINTS

E. Short List and Interviews

From the scoring results, the selection committee will short list 3-5 firms to invite to an interactive interview. At the time of interviews, initial scoring will be discarded, and all firms will start from equal scoring positions.

The interview format will include an initial session prepared by the Candidate with the selection committee and then time for Q&A. Fees and contract comments will be submitted in advance of the interviews. Fees will be reviewed for all short-listed firms and will be a portion of the scoring matrix for final selection.

The proposed contract and more detailed interview format information will be provided to the short-listed Candidates.

F. Provisions

ACCEPTANCE AND REJECTION

The Owner reserves the right to request additional information which, in the Owner’s opinion, is necessary to ensure that the Owner has complete information with regard to

the Professional Service Provider's competence, business organization, and financial resources to assist in determining if the Professional Service Provider is qualified. The Owner reserves the right (a) to terminate the Request for Proposals process at any time; (b) to reject any or all proposals; and (c) to waive formalities and minor irregularities in the proposals received. The Owner reserves the right to reject any and all proposals in response to this Request for Proposal that are deemed not to be in the Owner's best interests. The Owner further reserves the right to amend this Request for Proposal at any time and will notify all recipients accordingly.

RFQ/P SUBMISSION INFORMATION

Proposals due at the specified date and time must be received by the Owner via email to receive consideration. Proposals received after the specified date and time are considered late and are not opened. Owner is not responsible for any late proposals.

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. By submitting a proposal all Candidates agree to the terms and conditions of this RFQ/P and the RFQ/P will become part of the awarded Candidates contract. The Owner and the Owner's legal council will review the agreement and negotiate terms prior to commencement of work. Candidates acknowledge all submissions to this RFQ/P may be subject to the Colorado Open Records Act (CORA).

Addenda may be issued for this RFQ/P. All Candidates who request the RFQ/P will be emailed any addenda information. It is assumed by the Owner any Candidate providing a submission is responsible for receiving and reviewing all information provided by addenda.

INSURANCE

The Professional Service Provider shall provide insurance coverage for the Project which shall not be less than the amounts listed in the contract as set forth in the Request for Qualifications and Proposals; such insurance coverage shall include general liability, automobile liability and workers' compensation.

The consultant and their insurance carrier(s) shall agree to a Waiver of Subrogation. At the time of award, consultant shall furnish to Owner a Certificate of Insurance for General Liability naming the Owner and Owner's Representative as additional insured to provide evidence of insurance compliance. Consultant shall also furnish to Owner a Certificate of Insurance for Professional Liability to provide evidence of insurance compliance.

CONTRACT FEES

If the apparent winner's fee exceeds the Owner's budget and if subsequent negotiations with the apparent winner are unsuccessful, the Owner reserves the right to negotiate with the next highest-scoring Candidate.

End - Request for Qualifications & Proposal