

Do NOT Delete – For CAO Reference:
2C-RFP Services (Non-Construction
No Prof. Liab. Ins.)



WESTMINSTER

REQUEST FOR PROPOSAL

For the

Language Access Plan Project
to be provided to the

CITY OF WESTMINSTER

City Project No. CMO 6-19-0-2017

August 14, 2017

TABLE OF CONTENTS

- I. INVITATION TO SUBMIT PROPOSAL
- II. PROJECT DESCRIPTION, MINIMUM SCOPE OF SERVICES AND CONSULTANT'S PREFERRED QUALIFICATIONS
- III. INSTRUCTIONS AND PROPOSAL REQUIREMENTS

EXHIBITS

- Exhibit A Standard Services Agreement (Non-Construction w/o Professional Liability Insurance)
(with Attachment(s))
- Exhibit B Proposer's Fee Schedule
- Exhibit C Evaluation
- Exhibit D Proposer's Certification

I. INVITATION TO SUBMIT PROPOSALS

Date of Request: August 14, 2017

Due Date for Proposals: September 25, 2017

The City of Westminster, Colorado, respectfully requests proposals for the Language Access Plan Project from qualified consultants (“Consultant”). The selected Consultant will assist the City Manager’s Office in collaboration with all city departments on the project that is discussed further in this request for proposal (the “RFP”).

The completed proposal must be emailed as one single PDF document to Alexa Priddy, Communication and Outreach Coordinator, at apriddy@cityofwestminster.us with the subject line: Language Access Plan Proposal.

No proposals received after the due date for proposals shown above will be considered. Sole responsibility rests with the Consultant to see that its proposal is received on time.

The City reserves the right to reject any and all proposals or any part thereof, to waive any formalities or informalities and further, to award the services to the most responsive and responsible Consultant, according to the City’s evaluation and as deemed to be in the best interest of the City.

Proposals must meet or exceed requirements contained in this RFP.

This RFP will be available at <http://www.demandstar.com>, or through the City’s homepage (<http://www.cityofwestminster.us>).

II. PROJECT DESCRIPTION, MINIMUM SCOPE OF SERVICES, AND CONSULTANT’S PREFERRED QUALIFICATIONS

A. Project Description

The City of Westminster is strategically located halfway between Denver and Boulder on the U.S. 36 corridor. Our city of 113,000 is known for excellence in its development, parks, open space and high quality of life. The City of Westminster has two notable projects, Downtown Westminster and Westminster Station, which are integral to the City Council’s vision to be “the next urban center of the Colorado front range.” The city also strives to be a welcoming community where people from all backgrounds and walks of life feel welcome and want to put down roots. Part of being a welcoming community includes being accessible to all members of our community, regardless of their language(s) spoken.

With guidance from City Council’s strategic plan to “expand multi-lingual communications” as well as obligations of Executive Order 13166 regarding federal grants received, the City of Westminster is seeking proposals from qualified consultants for a two-phase Language Access Plan project.

The first phase will be an assessment of the current state of language access services in the city that would include a formal assessment and recommendations as well as a timeline and budget for the development of a citywide Language Access Plan in Phase Two. The assessment should identify language service needs and evaluate the bilingual, translation and interpretation resources already available to help Limited English Proficiency (LEP) individuals who are accessing the city’s programs, services, information or other operations.

The second phase will be the development of a citywide Language Access Plan. The plan shall include: language access policy directives, language access procedures and a process for implementation and evaluation. When developing a proposal for this phase, the Consultant should include the key steps to be taken, recommended internal and external stakeholders, project milestones and a timeline.

Throughout phases one and two, the consultant will work with a committee of city staff from each department in order to best conduct this citywide project. The city's diverse departments include: the City Manager's Office, the City Attorney's Office, Community Development, Finance, General Services (includes Municipal Court), Human Resources, Economic Development, Information Technology, Parks, Recreation and Libraries, Public Works and Utilities, Police, and Fire.

The ideal proposal would strike a balance between addressing the components of the federal requirements for Limited English Proficiency (LEP) individuals identified in Executive Order 13166 as well as including those related to language access equity and accessibility best practices for municipalities.

B. Minimum Scope of Services

Development of the citywide Language Access Plan is anticipated to occur in two phases over the next one to three years. A limited amount of background and assessment work has already been conducted by city staff and will be provided to the selected Consultant.

Phase One:

The Consultant will work with City of Westminster staff to conduct an assessment of our current state of language access. The assessment shall include, but is not limited to, the following components:

- Identification of best practices for municipal government and other relevant entities regarding language access and response to LEP individuals.
- Identification and assessment of LEP communities and how they interact with the city in the form of a four-factor analysis:
 - Determine the number and percent of LEP persons in the city.
 - Determine frequency of contacts with LEP persons.
 - Determine the nature and importance of city programs, activities and services provided to LEP persons.
 - Identify resources available and costs to the city.
- Drafting of regular reports on the progress of the assessment under staff direction.

Consultant proposal should include steps to be taken and assessment milestones as well as a proposed timeline for this phase.

The Consultant will work with an internal stakeholder committee of city staff to ensure their work aligns at each step of the process with the needs of our diverse city departments. Consultant will plan and facilitate meetings, including the development of agendas and recording meeting outcomes. Frequency of internal stakeholder meetings should be included in Consultant proposal.

The Consultant will identify and engage appropriate external stakeholders in preparing an assessment, planning and facilitating community meetings as well as a public report of the meeting outcomes. The recommended number of community meetings should be included in Consultant proposal.

In the conclusion of the assessment process (Phase One), the Consultant will provide the city with a written assessment and recommendations and a proposed timeline and budget for development of a citywide Language Access Plan. Phase One deliverables may be presented to city staff in-person in a formal setting to be determined.

Phase One recommendations, timeline and budget must be approved by the city before moving forward to Phase Two.

Phase Two:

Consultant will provide recommendations to implement the approved Phase One to result in the deliverable of a completed citywide Language Access Plan.

The Language Access Plan will provide an administrative blueprint for bringing the city into compliance with language access requirements and, at minimum, include the following tasks:

- Identify regional and national best practices for language access and meeting the needs of LEP individuals.
- Develop language access policy directives – standards, operating principles and guidelines that will govern the delivery of language access services.
- Develop language access procedures – steps to be followed to provide language assistance services, gather data and deliver language assistance services to LEP individuals.
- Identify vital documents that should be translated and create an objective policy and procedure for identifying which vital documents should be translated and in what languages.
- Identify staff responsible for overseeing the plan.
- Identify and assess LEP communities (Phase One).
- Develop a timeframe, objectives and benchmarks for the work to be undertaken in the plan, including identifying options or alternatives where applicable.
- Identify possible funding and procurement issues and the steps needed to address them.
- Identify steps for monitoring, evaluating and updating the language access plan, policy and procedures.
- Other plan components shall include but are not limited to:
 - Tools to ensure website and city facility accessibility for LEP customers.
 - Training of staff on language access policies and procedures, which includes the deliverable of a manual the city can use moving forward as reference and to train staff on the plan.
 - Community outreach activities and public notice of language assistance services.
 - Collaborating with LEP communities and other stakeholders.

C. Consultant's Preferred Qualifications.

The ideal Consultant would have a diverse skillset related to language access principles, including expertise in the following areas:

- Principles and practices of language access, including but not limited to interpretation and translation, equity and accessibility and requirements of Executive Order 13166.
- Other relevant laws related to language access in Colorado and nationally.
- Standards and best practices of municipal governments related to language access and how such practices are best applied across diverse city departments.
- Budgeting and financial forecasting to help estimate the anticipated costs of implementing the

- various LAP recommendations for the city.
- Education and training for city staff, including familiarity with educational tools designed to assist city staff and LEP customers of the city.
- Assessment strategies for determining needs of an organization related to language access.
- Tools for qualitative and quantitative data collection, including surveys.
- Planning and conducting meetings with internal and external stakeholders.
- Methods to evaluate the program effectiveness and the quality of language access services.

III. INSTRUCTIONS AND PROPOSAL REQUIREMENTS

DATE: Aug. 14, 2017

PROJECT NO. CMO 6-19-0-2017

Project: Language Access Plan Project

Project Manager: ALEXA PRIDDY
City of Westminster
4800 W. 92nd Avenue
Westminster, CO 80031
Email: APRIDDY@CITYOFWESTMINSTER.US
Phone: 303-658-2016

Planned Proposal Schedule:

- RFP Issued to Consultants: Aug. 14, 2017
- Proposal due date: Sept. 25, 2017
- City Review Period: Sept. 25 – Nov. 6, 2017
- Consultant Selection: Nov. 6, 2017
- City Council Meeting Date: Oct. 23, 2017
- Execution of Contract and Project Initiation: Nov. 6, 2017

PART 1 - INSURANCE REQUIREMENTS

The Successful Consultant shall carry the insurance specified in Section VII of the Standard Services Agreement (Non-Construction), which is included as Exhibit A with this request for proposal, and shall submit proof of such insurance when delivering the executed Contract to the City of Westminster. The City shall be named as an additional insured on the specified liability insurance policies and certificates of insurance. Insurance certificates required for this project shall be sent or delivered to the City Manager's Office, Attention: Alexa Priddy.

PART 2 - DEFINED TERMS

When used in this RFP, the following terms shall have the following meaning:

2.01 "Addenda" or "Addendum" means a clarification or modification to this RFP issued by the City according to Section 6.01 of these instructions.

2.02 "Agreement" means the Standard Form of Service Agreement (Non-Construction), which is included as **Exhibit A** to this request for proposal.

2.02 "Consultant" or "Consultants" means entities responding to this RFP.

2.03 “Project” means the two-phase Language Access Plan project as more specifically described in Section II of this RFP.

2.03 “Project Manager” means Alexa Priddy, Communication and Outreach Coordinator, City of Westminster.

2.04 “RFP” means this request for proposal, dated July 10th, 2017, for Project No. CMO 6-19-0-2017, the Language Access Plan Project.

2.05 “Successful Consultant” means the best qualified, responsible Consultant to whom the City makes an award on the basis of the City's evaluations as hereinafter provided.

PART 3 - CONTRACT DOCUMENTS

3.01 Project Background, Description and Minimum Scope of Services are included in Section II of this RFP. Please specifically note any proposed deviations or exceptions from these requirements. If no deviations or exceptions are noted, Consultants will be expected to provide the project requirements set forth therein.

3.02 The Agreement is included as **Exhibit A** of this RFP. **The Consultant will be expected to sign the Agreement in the same form as presented in Exhibit A of this RFP packet,** except that the Agreement will be modified to reflect the actual scope of services being provided. **A request for changes or modifications to the Agreement may result in a disqualification of the Consultant.** The submission of a proposal constitutes Consultant’s acceptance of all of the terms and conditions of the City’s form of Agreement that is included with this RFP. The City reserves the right to negotiate optional scope of work items with the Successful Consultant.

3.03 Payment under the Agreement shall be according to Section IV of the Agreement. The City will not reimburse the Successful Consultant or other Consultants for any expenses incurred in preparing proposals in response to this RFP.

3.04 The City, in making the Agreement available on the above terms, does so only for the purpose of obtaining proposals on the work and does not confer a license or grant for any other use.

3.05 RFPs not obtained from the City or, if applicable, from the City’s online bid platform, DemandStar, may be incomplete or inaccurate.

PART 4 - QUALIFICATIONS OF CONSULTANTS

4.01 All Consultants must be prepared to submit, within five days of the City's request, written evidence of their qualifications to perform the work. Consultants may be required to submit evidence that they have a practical knowledge of the particular work required by the Project and that they have the financial resources to complete the Project. In determining the Consultant's qualifications, the following factors will be considered: (a) work previously completed by the Consultant, (b) staff and resources available for this Project, (c) recent financial statement relative to resources, including cash and bank credits available, (d) statement of material on hand and available for this Project, (e) whether the Consultant maintains a permanent place of business, and (f) whether the Consultant has appropriate technical experience. Each Consultant may be required to show that it has handled similar work and that no just claims are pending against such work. No proposal will be awarded to a Consultant who is engaged on any work that would impair his ability to perform or finance this Project.

No agreement will be awarded to any person, firm, or corporation that is in arrears to the City, 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, any Consultant shall be required to submit satisfactory evidence that they have a practical knowledge of the particular service proposed upon and that they have the necessary financial resources to provide the proposed service called for as described in this RFP.

4.02 Evidence of Consultant's qualification to do business in the State of Colorado may be required.

4.03 Consultants will be required to establish to the satisfaction of the City the reliability and responsibility of all proposed subcontractors and suppliers pursuant to the criteria set forth in these Instructions and Proposal Requirements. Prior to the award of the Contract, the City will notify Consultant in writing if the City has reasonable objection to any proposed subcontractor. In this event, Consultant may, at its option, (1) withdraw its proposal, or (2) submit a substitute sub-consultant acceptable to the City with an adjustment in the proposal to cover any difference in cost. The City may, at its discretion, accept the adjusted proposal.

PART 5 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

5.01 Before submitting a proposal, each Consultant should perform the following as applicable: (a) examine the RFP and project requirements thoroughly; (b) visit the site or sites (identified in the maps attached as Exhibit E to the RFP) to become familiar with local conditions that may, in any manner, affect cost, progress or performance of the Project; (c) familiarize itself with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Project; and (d) study and carefully correlate Consultant's observations with the RFP requirements.

5.02 Upon request, the City will provide each Consultant access to the site or sites to conduct such investigations and tests as each Consultant deems necessary for submission of its proposal.

5.03 Consultant's work on the Project shall be confined to street rights-of-way or other lands controlled by the City or as directed by the Project Manager.

5.04 Site access will be limited to normal working hours unless otherwise provided in the Specifications or otherwise directed by the Project Manager.

5.05 Submission of a proposal will constitute an incontrovertible representation by the Consultant that it has complied with every requirement of this Part 5 and that the RFP requirements are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project.

5.06 If a meeting with City Staff or City-paid consultants is desired, the prospective Consultant should contact the Project Manager at least twenty-four hours prior to the time they would like an appointment to review the project, Monday through Thursday. Such requests will be accommodated on a time-available basis only.

PART 6 - INTERPRETATIONS AND GOVERNING LAW

6.01 All questions regarding the meaning or intent of this RFP should be submitted **VIA EMAIL** to the Project Manager. Only questions answered by formal written Addenda to this RFP will be binding. Oral and other interpretations or clarifications will be without legal effect and will NOT be considered in awarding the project. Addenda will be mailed or delivered to all parties recorded by the City as having received the RFP. It shall be each Consultant's responsibility to make inquiry as to Addenda that have been issued. All Addenda shall become part of this RFP, and all Consultants shall be bound by such Addenda,

whether or not received by the Consultant.

6.02 All applicable State of Colorado and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Consultant and project throughout the project and are incorporated herein by reference. The Agreement with the selected Consultant, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the Charter and Code of the City of Westminster and the laws of the State of Colorado.

PART 7 - BASIS FOR EVALUATION OF PROPOSALS AND AWARD OF PROJECT

The City does not discriminate on the grounds of race, religion, color, age, sex, disability, or national origin in consideration of an award. Disadvantaged business enterprises are afforded a full opportunity to submit proposals. Proposals will be evaluated on the Consultant's experience, project understanding and approach.

Based on the preliminary review of the proposals, Consultants may then be interviewed prior to selection.

The award will be made to the best, most qualified responsible Consultant meeting the proposal requirements unless City Council determines, after reviewing the City Manager's report, that the public interest would be better served by accepting a specific proposal. In determining whether the public interest would be better served by accepting a specific proposal, the following factors shall be considered:

1. The Consultant's skill, ability, and capacity to perform the services required;
2. Whether the Consultant can perform the services within the time period specified, without delay or interference;
3. The Consultant's character, integrity, reputation, judgment, experience and efficiency;
4. The quality of the Consultant's previous performance with the City;
5. The Consultant's previous and current compliance with statutes, ordinances and rules relating to the project;
6. The sufficiency of the Consultant's financial resources necessary for the performance of the project;
7. The Consultant's ability to provide future maintenance or service;
8. The number and nature of any conditions attached to the proposal.

Upon recommendation of the City Manager, the City Council may reject all proposals when it determines that such action is in the public interest.

PART 8 - CONTRACT TIME

8.01 The number of days within which the Project is to be completed shall be negotiated prior to execution of the Agreement and made part thereof. The City's anticipates the Agreement to have a term of one year with the option to renew for two additional one year terms.

PART 9 - PROPOSAL CONTENTS AND FORMAT

9.01 Each proposal should not exceed 15 pages of text and figures (at 12 point font). Cover letters and

resumes in an appendix to the proposal do not count toward the proposal page limit. Proposals must specifically include the following, at a minimum:

1. Proposer's fee schedule per **Exhibit B** to this RFP.
2. Complete responses on the evaluation questions provided as **Exhibit C** to this RFP.

9.02 Proposals must be completed electronically, and each Consultant must submit the proposal with a complete Certification Page (see **Exhibit D** to this RFP) in its usual signature by an authorized representative.

1. For corporations, the Certification Page must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
2. For partnerships, the Certification Page must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
3. For joint ventures, the Certification Page shall be signed by each participant in the joint venture or by an authorized agent of each participant, and accompanied by evidence of authority to sign.
4. The names of all persons signing must also be legibly printed or typed below the signature. A proposal by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal may be held to be the proposal of the individual signing. When requested by the City, evidence of the authority of the person signing shall be furnished.
5. The full name of each person or company interested in the proposal shall be listed on the Certification Page.

9.03 The proposal shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be specified by Consultant.

9.04 No alterations in proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Consultant. If initialed, the City may require the Consultant to identify an alteration so initialed. No alteration in any proposal shall be made after the proposal has been submitted.

9.05 The address and phone number to which communications regarding the proposal are to be directed must be shown.

9.06 All prices must be written in words and expressed in figures. The unit price items in the proposal must cover all items of work to be done and material to be furnished to fully complete the work in accordance with the RFP's Minimum Scope of Services, included in Section II of this RFP. The cost of appurtenant items of work, material, and equipment not listed separately, not shown on the drawings or not specified as necessary to complete the work in accordance with the RFP shall be considered as included.

9.07 The Consultant may be provided confidential information. Complete confidentiality must be

maintained regarding City information and data. Signing of a confidentiality agreement may be required by the Successful Consultant.

9.08 The City is exempt from City, State, and Federal sales/excise taxes. Certificates will be issued upon request. Any appropriate taxes shall be shown as a separate item in the proposal.

PART 10 - SUBMISSION OF PROPOSAL

10.01 If the proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "PROPOSAL ENCLOSED" on the face thereof.

10.02 Proposals shall be submitted prior to the time and date set for receipt of proposals as indicated in these Instructions and Proposal Requirements, or the modified time and date as indicated by Addendum. Proposals received after the time and date set for receipt of proposals will not be considered. Consultant shall assume full responsibility for timely delivery at the location designated for receipt of proposals; Consultants must allow adequate time for delivery of their proposal either by hand delivery, postal service, or other means.

10.03 Oral, telephone, or telegraph proposals are invalid and will not be considered. No Consultant may submit more than one proposal. Multiple proposals under different names will not be accepted from one firm or association. Evidence of collusion among Consultants shall be grounds for exclusion of any Consultant who is a participant in any such collusion.

10.04 All information submitted to the City by the Consultant is a public record, and may be subject to disclosure under the Colorado Open Records Act, Colorado Revised Statute § 24-72-101, et seq. **The Consultant shall clearly identify any portion(s) of its proposal that it believes constitutes trade secrets, privileged information, and/or confidential commercial, financial, geological or geophysical data which may not be subject to disclosure under the Colorado Open Records Act.**

10.05 To the extent required by C.R.S. § 8-17.5-102(1), by submitting a proposal, the Consultant certifies that at the time of proposal submission it does not knowingly employ or contract with an illegal alien who will perform work under its proposal, and that the Consultant will participate in the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program administered by the Colorado Department of Labor and Employment in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under its proposal.

10.06 The City is a member of the Multiple Assembly of Procurement Officials ("MAPO"). As such, other Colorado municipalities that are members of MAPO may ask the Successful Consultant to extend to them the opportunity to purchase off the submitted proposal.

PART 11 - MODIFICATION AND WITHDRAWAL OF PROPOSAL

11.01 Proposals submitted early may be modified or withdrawn, subject to the Project Manager's discretion. Withdrawn proposals may be resubmitted until the deadline for submission of proposals.

PART 12 - OPENING OF PROPOSALS

12.01 Proposals will be opened by the Project Manager on the date and time specified in the Planned Proposal Schedule above. Thereafter, proposals will be evaluated by the Project Manager and other City staff. Proposals will be acted upon within approximately ninety (90) days from the opening of the proposals.

PART 13 - NOT USED

PART 14 - AWARD OF PROJECT

14.01 The City reserves the right and discretion to reject any and all proposals, to waive any and all informalities and to negotiate Agreement terms with the Successful Consultant, and the right to disregard all nonconforming, non responsive or conditional proposals. Discrepancies between words and figures will be resolved in favor of the words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum. Your attention is called to the fact that proposals that are not completed as directed in this RFP may be rejected without consideration.

14.02 In evaluating proposals, the City shall consider the qualifications of the Consultants, and whether or not the proposals comply with the prescribed requirements. The City reserves the right to reject the proposal of any Consultant who does not pass any such evaluation to the City's satisfaction.

14.03 The proposal of any Consultant that is in arrears to the City upon debt of contract or that is a defaulter, as surety or otherwise, upon any obligation to the City may be rejected.

14.04 If the Agreement is to be awarded, it will be awarded to the most qualified responsible Consultant, the evaluation of whom by the City indicates that the award will be in the best interest of the City.

14.05 If the Agreement is to be awarded, the City will give the Successful Consultant a notice of award within the time specified in this Section III of the RFP.

14.06 The Successful Consultant shall furnish the City with a proposed schedule and estimated monthly payments within ten (10) days after receipt of the notice of award.

PART 15 - SIGNING OF CONTRACT

15.01 When the City gives a notice of award to the successful Consultant, it will be accompanied by unsigned counterparts of the Agreement and this RFP. A successful Consultant shall execute the Agreement and deliver it, together with evidence of insurance to the City within ten (10) calendar days from the date of the notice of award. Failure to do so will be adequate and just cause for the annulment or cancellation of the awards.

PART 16 - NO WAIVER; PROPOSAL BECOMES CITY PROPERTY

The City reserves the right to waive technicalities and formalities in proposals, as well as to accept in whole or in part proposals where it is deemed advisable in protection of the best interests of the City.

Once submitted, a proposal becomes City property. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP.

CITY OF WESTMINSTER, COLORADO

Project Manager: ALEXA PRIDDY
City of Westminster
4800 W. 92nd Avenue
Westminster, CO 80031

Email: APRIDDY@CITYOFWESTMINSTER.US
Phone: 303-658-2016

City of Westminster, Colorado
4800 West 92nd Avenue
Westminster, CO 80031
(303) 658-2400
Rev. 07/2015

Do NOT Delete – For CAO Reference:
2C-RFP Services (Non-Construction No Prof Liab. Ins.)

EXHIBIT A TO REQUEST FOR PROPOSAL

*[Note: **Delete** this exhibit label upon award of contract.]*

City Project No. CMO 6-19-0-2017

**AGREEMENT TO FURNISH _____ SERVICES
TO THE CITY OF WESTMINSTER FOR [Describe Project]**

THIS AGREEMENT, made and entered into this ___ day of _____, 200__, between the **CITY OF WESTMINSTER**, hereinafter called the “City,” and _____, a corporation / limited liability company / partnership **[CHOOSE ONE AND DELETE THE OTHERS]** organized pursuant to the laws of the State of _____, hereinafter called the “Consultant,” collectively, the “Parties,” is as follows:

WHEREAS, the City wishes to **[describe project for which Consultant's services are required]** _____; and

WHEREAS, the City desires to engage the Consultant to render the _____ services described in this Agreement and the Consultant is qualified and willing to perform such services; and

WHEREAS, sufficient authority exists in City Charter and state statute, sufficient funds have been budgeted for these purposes and are available, and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the City and the Consultant agree as follows:

I. THE PROJECT

The project consists of _____ as more specifically described the Scope of Services, attached hereto and incorporated herein as **Appendix A** (hereinafter, the “Project”).

II. CONSULTANT'S SERVICES AND RESPONSIBILITIES

The Consultant agrees that it will furnish all of the technical, administrative, professional, and other labor; all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to complete the Project.

III. ADDITIONAL SERVICES

When authorized in writing by the City, the Consultant agrees to furnish or obtain from others, additional services due to changes in the Project or its design, subject to separate written agreement between the City and Consultant as to additional compensation for additional services.

IV. CONSULTANT'S FEE

Alternate No. 1 - Lump Sum. As compensation for the Project, the Consultant shall be paid a lump sum fee of _____ [amount in words] (\$_____), which shall constitute full and complete payment for the Project and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement.

Alternate No. 2 - Hourly Basis Per Scheduled Rates. The compensation for the Project shall be according to the fee schedule attached hereto and incorporated herein as **Appendix B**, including reimbursable expenses as described therein. The maximum amount billable under this Agreement shall not exceed _____ [amount in words] (\$_____). The Consultant shall submit invoices to the City for services rendered during the preceding month, such invoices to be in the form and detail reasonably required by the City. Reimbursable expenses shall be itemized. The City agrees to pay the Consultant within thirty (30) days of receipt of properly documented invoices.

V. COMMENCEMENT & COMPLETION OF PROJECT

Consultant understands and agrees that time is an essential requirement of this Agreement. The Project shall be completed as soon as good practice and due diligence will permit. In any event, the Project shall be completed within [duration in words (____) months/days] after the Consultant receives notice to proceed, exclusive of time lost or due to delays beyond the control of the Consultant.

[Use if appropriate:] The City may renew this Agreement in writing for an additional [duration in words (____) months/days] term following the initial [duration in words (____) months/days] term. If this Agreement is renewed, compensation shall be mutually agreed upon by the Parties. Any adjustment in compensation in the renewed agreement shall not be retroactive and shall apply only to services performed after renewal. The City shall provide Consultant at least thirty (30) days notice of its intent to renew. However, all payments under this Agreement are subject to annual appropriation of the funds. Therefore, nothing in this Agreement shall be deemed or construed as a multiple year fiscal obligation under the meaning of Colorado Constitution Article X, Section 20, also known as the TABOR Amendment.

VI. TERMINATION

This Agreement shall terminate at such time as the Project is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written

notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all services previously authorized and completed on the Project prior to the date of termination plus any services the City deems necessary during the notice period. Said compensation shall be paid upon the Consultant's delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing work on the Project, whether completed or in progress.

VII. INSURANCE

During the course of the Project, the Consultant shall maintain Workers' Compensation Insurance in accordance with the Workers' Compensation laws of the State of Colorado. Consultant shall maintain an Automobile Liability policy of \$500,000 per person/\$1,000,000 per occurrence and a Commercial General Liability policy of \$500,000 per person/\$1,000,000 per occurrence; or alternatively, Consultant shall maintain an Automobile Liability policy and a Commercial General Liability policy each with a \$1,000,000 per occurrence combined single limit. The City shall be named as an additional insured under the Consultant's Automobile and Commercial General Liability coverages, providing that such insurance is primary with respect to claims made by the City. These coverages shall be occurrence-based policies, and shall specifically provide that all coverage limits are exclusive of costs of defense, including attorney fees. The Consultant shall provide certificates of insurance to the City indicating compliance with this paragraph. It shall be an affirmative duty of the Consultant to notify the City in writing within two (2) days of the cancellation of or substantive change to any insurance policy set out herein, and failure to do so shall be a breach of this Agreement.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Consultant shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, sex, national origin, or disability. Such actions 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. Consultant represents that it will require a similar affirmation of nondiscrimination in any contract it enters into with a subcontractor as part of the execution of this Agreement.

IX. PROHIBITED INTEREST

A. The Consultant agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further agrees that in the performance of the Agreement, no person having any such interests shall be employed.

B. No official or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

X. GENERAL PROVISIONS

A. Independent Contractor. In the performance of the Project, the Consultant shall act as an

independent contractor and not as agent of the City except to the extent the Consultant is specifically authorized to act as agent of the City.

B. Books and Records. The Consultant's books and records with respect to the Project and reimbursable costs shall be kept in accordance with recognized accounting principles and practices, consistently applied, and will be made available for the City's inspection at all reasonable times at the places where the same may be kept. The Consultant shall not be required to retain such books and records for more than three (3) years after completion of the Project.

C. Ownership and Format of Drawings. All plans, drawings, specifications and the like relating to the Project shall be the joint property of the City and Consultant. Upon completion of the Project, or at such other time as the City may require, the Consultant shall deliver to the City a complete corrected set of drawings in hard copy and in an electronic/digital format acceptable to the City and such additional copies thereof as the City may request, corrected as of the date of completion of the Project.

D. Responsibility; Liability.

1. Professional Liability. The Consultant shall exercise in its performance of the Project the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. The Consultant shall be liable to the City for any loss, damages or costs incurred by the City for the repair, replacement or correction of any part of the Project that is deficient or defective as a result of any failure of the Consultant to comply with this standard.

2. Indemnification. To the fullest extent permitted by law the Consultant agrees to indemnify, defend and hold harmless the City, its officers and employees from and against all liability, claims and demands, including but not limited to attorneys' fees, on account of any injury, loss or damage arising out of, connected to or resulting from the Project, if such injury, loss or damage, or a portion thereof, is caused by the act, omission or fault of the Consultant, any subcontractor of the Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, excluding any portion directly attributable to the City's own negligence, and only to the degree or percentage of negligence or fault agreed to be or adjudicated to be attributable to the Consultant, any subcontractor of the Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

These obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that otherwise exists as to any party or person described in this Subsection (X)(D)(2). In any and all claims against the City, its officers or employees by any employee of the Consultant, any subcontractor of the Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Subsection (X)(D)(2) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under the workers' compensation acts, disability benefit acts or other employee benefit acts.

E. Communications. All communications relating to the day-to-day activities for the Project shall be exchanged between the following Project representatives of the City and the Consultant.

<u>Project Representative for City:</u>	<u>Project Representative for Consultant:</u>
Name:	Name:
Address:	Address:
Phone:	Phone:
email:	email:

All notices and communications required or permitted hereunder shall be in writing and delivered personally (which may include email to the address designated above) to the respective Project representatives of the City and the Consultant or shall be sent via registered mail, postage prepaid, return receipt requested to the Parties at their addresses shown herein. When sent via registered mail, notices shall be effective three (3) days after mailing.

F. Assignment. The Consultant shall not assign this Agreement in whole or in part, including the Consultant's right to receive compensation hereunder, without the prior written consent of the City; provided, however, that such consent shall not be unreasonably withheld with respect to assignments to the Consultant's affiliated or subsidiary companies, and provided, further, that any such assignment shall not relieve the Consultant of any of its obligations under this Agreement. This restriction on assignment includes, without limitation, assignment of the Consultant's right to payment to its surety or lender.

G. Applicable Laws and Venue. This Agreement shall be governed by the laws of the State of Colorado and the Charter of the City of Westminster. This Agreement shall be deemed entered into in both Adams County and Jefferson County, State of Colorado, as the City is located in both counties. At the City's option, the location for settlement of any and all claims, controversies and disputes arising out of or related to this Agreement or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in either county.

H. Remedies. Consultant agrees that the economic loss rule as set forth in *Town of Alma v. Azco Construction, Inc.*, 10 P.3d 1256 (Colo. 2000) shall not serve as a limitation on the City's right to pursue tort remedies in addition to other remedies it may have against Consultant. Such rights and remedies shall survive the Project or any termination of this Agreement.

I. Entire Agreement. This Agreement and its attachments shall constitute the entire agreement between the Parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Project. To the extent there is any conflict between the terms of this Agreement and the terms of an attachment hereto, this Agreement shall control.

J. Subcontracting. Except subcontractors identified by name and accepted by the City as part of **Appendix A**, Consultant may not employ additional subcontractors to perform work on the Project without the City's express prior written approval. Consultant is solely responsible for any compensation, insurance, and all clerical detail involved in employment of subcontractors.

K. Enforcement of Agreement. In the event it becomes necessary for either party to bring an action against the other to enforce any provision of this Agreement, in addition to any other relief that may be granted, the prevailing party in such action shall be entitled to an award of its reasonable attorney fees as determined by the Court.

L. Authorization. The person or persons signing and executing this Agreement on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Agreement and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

M. Digital Signatures and Copies. The Parties hereby acknowledge that this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that signature pages may be executed via ink signature or electronic mark and the executed signature pages may be delivered

using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means. Further, the Parties acknowledge and agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

[Use paragraph N, below, **if needed**. In general, you may **delete** this section if the contract will result in a specific end product such as a written report or study. When no specific end product is produced, such as lobbying, janitorial, or project management services, the following immigration compliance provision should be included. Please contact the City Attorney's Office for further information.] N. **Immigration Compliance**. To the extent this Agreement constitutes a public contract for services pursuant to C.R.S. § 8-17.5-101 et seq., the following provisions shall apply: Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. In addition, Consultant shall not enter into a contract with any entity that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. If Consultant obtains actual knowledge that an entity performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant shall notify the entity and the City within three (3) days that Consultant has actual knowledge that the entity is employing or contracting with an illegal alien. Furthermore, Consultant shall terminate such contract with the entity if, within three (3) days of receiving the notice required pursuant to this paragraph, the entity does not stop employing or contracting with the illegal alien. Except that Consultant shall not terminate the contract with the entity if during such three (3) days the entity provides information to establish that the entity has not knowingly employed or contracted with an illegal alien.

Consultant certifies that, prior to executing this Agreement, it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration (the "E-verify Program"), or the employment verification program administered by the Colorado Department of Labor and Employment (the "Colorado Verification Program"). Consultant shall not use either the E-verify Program or the Colorado Verification Program procedures to undertake preemployment screening of job applicants while performing this Agreement. Consultant shall comply with all reasonable requests by the Colorado Department of Labor and Employment made in the course of an investigation undertaken pursuant to the authority established in C.R.S. § 8-17.5-102(5).

[If over \$75k:]N/O. This Agreement is expressly contingent upon the approval of the City of Westminster's City Council of all the terms set forth herein. In the event this Agreement is not approved in its entirety by City Council, neither Party shall be bound to the terms of this Agreement.

INSURANCE CERTIFICATES REQUIRED BY THIS AGREEMENT SHALL BE SENT TO _____ DEPARTMENT, ATTENTION:_____.

REMAINDER OF PAGE INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS.

[IF OVER \$75K] I certify that either an appropriation has been made by the City Council or that sufficient funds have otherwise been made available for the payment of this Agreement.

City Manager

Account No. _____

Rev. 09/2015

Appendix A to Services Agreement
Scope of Services

(To be inserted in final agreement)

**Appendix B to Services Agreement
Consultant's Fee Schedule**

(To be inserted in final agreement)

EXHIBIT B TO REQUEST FOR PROPOSAL
PROPOSER'S FEE SCHEDULE

Please provide your complete fee schedule for the range of services expected to be included in this RFP.

Provide the costs per unit of any direct reimbursable items and expenses.

If applicable, discuss your fee structure approach and relevant reimbursement formulas, percentage fee structure or other schedules. Only fees and reimbursable expenses discussed here will be considered, no additions will be approved.

Note: Final fees will be negotiated by the selected consultant and the City based on project size, complexity, and schedule in advance of any project. The fee schedule submitted by the consultant will be used as the basis for negotiations.

EXHIBIT C TO REQUEST FOR PROPOSAL
EVALUATION FORM

1. Discuss your experience with municipal or public sector clients for language access services with projects pertaining to language access assessment and plan development, addressing the specifics outlined in section 2B, "Minimum Scope of Services."
2. Provide a complete list of your firm's qualifications to complete phases one and two of this project.
3. Describe any relevant degrees, certifications or other professional accreditations as it related to this project.
4. Provide a list of clients you have served that are similar in nature to the City of Westminster. Include a list of at least three references and contact information for these clients.
5. Describe any additional experiences or qualifications as it relates to this RFP, or special qualifications that could be relevant.

EXHIBIT D TO REQUEST FOR PROPOSAL
PROPOSER'S CERTIFICATION

NOTE: Please ensure that this document is completed and submitted with your proposal. Failure to do so may result in your proposal not being considered for award.

I have carefully examined the Request for Proposal and any other documents accompanying or made a part of this Request for Proposal, including the standard form of agreement provided as Exhibit A to the RFP (the "Agreement"). I hereby certify that, if selected, I can meet all insurance and other requirements contained within the Agreement and that I will sign the Agreement in substantially the form presented in this RFP.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates quoted in my proposal.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Westminster Police Department prior to award.

I certify that all information contained in this proposal is true to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Consultant as its act and deed and that the Consultant is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Westminster or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained.

NAME OF BUSINESS

BY:

SIGNATURE

PRINTED NAME & TITLE

MAILING ADDRESS

CITY, STATE, ZIP CODE

()

TELEPHONE NUMBER