

Do NOT Delete – For CAO Reference:  
2B-RFP Services (Non-Construction  
WITH Prof. Liab. Ins.)



# WESTMINSTER

## REQUEST FOR PROPOSAL

For the

**THE RANCH OPEN SPACE EQUINE FACILITY**  
to be provided to the

**CITY OF WESTMINSTER**

September 24, 2018

## TABLE OF CONTENTS

- I. INVITATION TO SUBMIT PROPOSAL
- II. PROJECT BACKGROUND, DESCRIPTION AND MINIMUM SCOPE OF SERVICES
- III. INSTRUCTIONS AND PROPOSAL REQUIREMENTS

### **EXHIBITS**

- Exhibit A Standard form of Agreement between Owner-Contractor (Non-Construction w/Professional Liability Insurance) (with its appendices)
- Exhibit B Proposer's Certification Page (*Form to be completed and submitted with Proposal*)
- Exhibit C Ranch Open Space Area Map
- Exhibit D Ranch Open Space Site Photos

## I. INVITATION TO SUBMIT PROPOSALS

Date of Request: October 4, 2018

**Due Date for Proposals: December 3, 2018**

The City of Westminster, Colorado, respectfully requests proposals for the Ranch Open Space Equine Facility from qualified contractors (“Contractors”). The selected Contractor will operate, maintain, and manage a therapeutic riding center at the Westminster Ranch Open Space (“Ranch”) as outlined in this request for proposal (“RFP”).

**Submit proposal via email to [jreale@cityofwestminster.us](mailto:jreale@cityofwestminster.us), with subject line PROPOSAL - Ranch Open Space Equine Facility.**

All proposers are invited to attend a pre-proposal meeting at The Ranch Open Space, 11899 Tejon St., Westminster, CO 80234 on November 1, 2018 at 2:00 p.m.

The purpose of the meeting is to provide a structured and formal opportunity for the Department to accept questions from Contractors regarding this RFP. The meeting also will provide Contractors with an opportunity to view Ranch Open Space.

Any revisions to the RFP resulting from the meeting will be formalized and distributed to attendees as a written addendum to the RFP. Answers to deferred questions also will be distributed to attendees as a written addendum to this RFP.

No proposals received after the due date for proposals shown above will be considered, and any proposals so received shall be returned to the Contractor unopened without consideration by the City under any circumstances. Sole responsibility rests with the Contractor to see that its proposal is received on time at the stated location.

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 Contractor, 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 also be available at <http://www.demandstar.com>, or through the City’s homepage (<http://www.ci.westminster.co.us/default.htm>).

This RFP will also be distributed by publication in [INSERT PUBLICATION DATE] on [DATE]. (TBD, but will include credentialing association publications)

## **II. PROJECT BACKGROUND, DESCRIPTION AND MINIMUM SCOPE OF SERVICES**

### **A. Project Background and Description**

This Request for Proposal (RFP) is issued by the City of Westminster (“City”) to solicit proposals from qualified organizations or individuals to operate, maintain, and manage a therapeutic riding center at the Ranch for the benefit of the local community.

The Ranch was the first open space property purchased by the City. The Ranch is located within city limits southwest of the intersection of West 120<sup>th</sup> Avenue and North Pecos Street. The facilities are accessed off of North Tejon Street.

The Ranch includes infrastructure for an equine facility, including; a barn containing three (3) stalls, area for tack storage and potential office space, an outdoor riding arena, and 16 ac. of fenced pasture.

The building and pasture on the Ranch have been most recently used for the boarding of three privately owned horses and are in good condition. The facility is not currently ADA accessible and the outdoor arena will need modifications to accommodate desired use.

Proposals should include plans for funding and completing any needed improvements to the facilities. The City is willing to consider reduced/deferred rent, and/or supporting Contractors grant applications to fund any capital improvements.

The Department is seeking a tenant who has experience and knowledge in operating a therapeutic riding center, is financially stable, and is willing to invest or raise capital funds for any modifications to the facility and infrastructure at the Ranch necessary for providing programming.

It is the goal of the City to lease the Ranch Open Space for the safe and efficient operation of a therapeutic riding center serving the greater Westminster area community. The Department intends to enter into a lease with a capable Tenant who will operate in accordance with federal, state, and local laws and the terms set forth in the Lease. The chosen contractor will enter into a Lease with the Department.

All Contractors shall submit as part of their bid proposals a Management Plan. The Management Plan shall describe how the Contractor proposes to operate, manage, and maintain the property as a therapeutic riding center.

### **B. Proposal Preparation**

Proposals should include the following information:

#### **1. Management Plan**

The Contractor shall describe in detail its plans and approach for fulfilling the City’s request for a therapeutic riding center providing benefit to the local community.

The Contractor shall set forth its overall technical approach and plans to meet the requirements in a narrative format. This narrative should be presented as a Management Plan. The Management Plan shall contain a complete description of how the Contractor intends to manage and operate Ranch Open Space, including (1) a description of each equine service Tenant will provide, (2) anticipated renovations to the

buildings and structures, and (3) a financial plan, which describes how necessary capital improvements will be funded, including any requests for assistance from the City.

The narrative should convince the City that the Contractor understands the desires of the City, clearly presents the nature of the services to be provided, and the level of effort necessary to successfully provide said services. The contractor's narrative should further be designed to convince the City that the Management Plan is viable and that the Contractor's general approach to undertaking the proposal and fulfilling the City's goals will be successful.

## **2. Organizational Support and Experience**

The Contractor should include information relating to its organization, personnel, and experience, including but not limited to (1) references, together with contact names and telephone numbers, (2) certifications evidencing the contractor's qualifications and capabilities to run a therapeutic riding center, including dates of attainment and expiration.

Detailed resumes should be submitted for all key personnel who will be employed by the Contractor in fulfilling the proposal. Resumes should be structured to emphasize the relevant qualifications and experience of these individuals in successfully completing projects of similar size and scope to those set forth in the proposal. Resumes should clearly identify previous experience in similar ventures. Beginning and ending dates should be given for each similar venture. A description of the venture should be given and should demonstrate how the individual's work on the venture relates to the individual's ability to contribute to the successful fulfillment of the purposes of the Lease. With respect to each similar venture, the Contractor should include the name and address of each reference, together with a person and telephone number to contact for a reference check.

Specifically, the Contractor should describe its expertise in managing or operating equine facilities, including the following:

- i. a description of all equine facilities it has managed, including the size of the facility, types of services provided, and location for each facility; and
- ii. the beginning and ending date of each management agreement or lease associated with each equine facility listed in "i" above.

If applicable, the Contractor should include an organization chart depicting the Contractor's entire organizational structure. This chart should show the relationship of the individuals performing under the proposal to the Contractor's overall organizational structure.

## **C. Proposal Evaluation and Selection Process**

### **1. Proposal Evaluation Committee**

Bid proposals will be evaluated by an Evaluation Committee comprised of representatives from the City of Westminster and recognized professionals in the field of therapeutic riding to be identified by the City.

## **2. Oral Presentation and/or Clarification of Proposal**

A Contractor may be required to give an oral presentation to the Evaluation Committee concerning its proposal. The Evaluation Committee also may require a Contractor to submit written responses to questions regarding their bid proposal. The purpose of such communication with a Contractor, either through an oral presentation or written letter of clarification, is to provide an opportunity for the Contractor to clarify or elaborate on their bid proposal. However, original proposals may not be supplemented, changed, or corrected in any way. No comments regarding other proposals are permitted. Further, Contractors may not attend presentations made by other Contractors.

It is within the discretion of the Evaluation Committee to require a Contractor to make an oral presentation or to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a proposal. The Administrator will be the sole point of contact regarding any request for an oral presentation or written clarification.

## **3. Evaluation Criteria**

The following evaluation criteria, not necessarily listed in order of significance, shall be used to evaluate proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the review process:

- i. The Contractor's general approach and plans in meeting the requirements of this RFP;
- ii. The Contractor's detailed approach and plans to perform the services in the proposal;
- iii. The Contractor's documented experience in managing or operating equine facilities of a similar size and scope to Ranch Open Space;
- iv. The qualifications and experience of the Contractor's management, supervisory, and other key personnel, with emphasis on documented experience that is consistent with the proposed uses for Ranch Open Space;
- v. The Contractor's overall ability to mobilize, undertake, and successfully perform in accordance with the proposal.

### III. INSTRUCTIONS AND PROPOSAL REQUIREMENTS

DATE: September 24, 2018

Project: THE RANCH OPEN SPACE EQUINE FACILITY

Project Manager: JOE REALE, OPEN SPACE SUPERINTENDENT  
City of Westminster  
4800 W. 92<sup>nd</sup> Avenue  
Westminster, CO 80031  
Email: JREALE@CITYOFWESTMINSTER.US  
Phone: 303-658-2142

Planned Proposal Schedule:

- RFP Issued to Contractors October 4, 2018
- Pre-Proposal Meeting: November 1, 2018 at 2:00 p.m.
- Proposal due date: December 3, 2018 at 5:00 p.m.
- City Review Period: December 4-15
- Contractor Selection: December 18, 2018
- Execution of Contract and Project Initiation: January 1, 2019

#### PART 1 - INSURANCE REQUIREMENTS

The Successful Contractor 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 Parks, Recreation, and Library, Attention: Joe Reale.

#### 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 “Contractor” or “Contractors” means entities responding to this RFP.
- 2.03 “Project” means the operation of a therapeutic riding center on the Ranch Open Space as more specifically described in Section II of this RFP.
- 2.03 “Project Manager” means Joe Reale, Open Space Superintendent, City of Westminster.
- 2.04 “RFP” means this request for proposal, dated October 4, 2018 the THE RANCH OPEN SPACE EQUINE FACILITY
- 2.05 “Successful Contractor” means the best qualified, responsible Contractor 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, Contractors will be expected to provide the project requirements set forth therein.

3.02 The Agreement is included as **Exhibit A** of this RFP. **The Contractor 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 Contractor.** The submission of a proposal constitutes Contractor'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 Contractor.

3.03 Payment under the Agreement shall be according to Section IV of the Agreement. The City will not reimburse the Successful Contractor or other Contractors 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 CONTRACTORS

4.01 All Contractors must be prepared to submit, within five days of the City's request, written evidence of their qualifications to perform the work. Contractors 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 Contractor's qualifications, the following factors will be considered: (a) work previously completed by the Contractor, (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 Contractor maintains a permanent place of business, and (f) whether the Contractor has appropriate technical experience. Each Contractor may be required to show that it has handled similar work so that no just claims are pending against such work. No proposal will be awarded to a Contractor 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 Contractor 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 Contractor's qualification to do business in the State of Colorado may be required.

4.03 Contractors 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 Contractor in writing if the City has reasonable objection to any proposed subcontractor. In this event, Contractor may, at its option,

(1) withdraw its proposal, or (2) submit a substitute sub-Contractor 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 Contractor 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 C 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 Contractor's observations with the RFP requirements.

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

5.03 Contractor'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 Contractor 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 Contractors is desired, the prospective Contractor 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 **IN WRITING ONLY 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 Contractor's responsibility to make inquiry as to Addenda that have been issued. All Addenda shall become part of this RFP, and all Contractors shall be bound by such Addenda, whether or not received by the Contractor.

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 Contractor and project throughout the project and are incorporated herein by reference. The Agreement with the selected Contractor, 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 Contractor's experience, project understanding and approach.

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

The award will be made to the best, most qualified responsible Contractor 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 Contractor's skill, ability, and capacity to perform the services required;
2. Whether the Contractor can perform the services within the time period specified, without delay or interference;
3. The Contractor's character, integrity, reputation, judgment, experience and efficiency;
4. The quality of the Contractor's previous performance with the City;
5. The Contractor's previous and current compliance with statutes, ordinances and rules relating to the project;
6. The sufficiency of the Contractor's financial resources necessary for the performance of the project;
7. The Contractor'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 annual renewals](#).

## 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.

9.02 Proposals must be completed in ink or by typewriter, and each Contractor must submit the proposal with a complete Certification Page (see **Exhibit B** 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 Contractor.

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 Contractor. If initialed, the City may require the Contractor 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 Contractor 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 Contractor.

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. Contractor shall assume full responsibility for timely delivery at the location designated for receipt of proposals; Contractors 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 Contractor may submit more than one proposal. Multiple proposals under different names will not be accepted from one

firm or association. Evidence of collusion among Contractors shall be grounds for exclusion of any Contractor who is a participant in any such collusion.

10.04 All information submitted to the City by the Contractor 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 Contractor 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 Contractor certifies that at the time of proposal submission it does not knowingly employ or contract with an undocumented worker who will perform work under its proposal, and that the Contractor 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 Contractor 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 sixty (60) 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 Contractor, 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 Contractors, and whether or not the proposals comply with the prescribed requirements. The City reserves the right to reject the proposal of any Contractor who does not pass any such evaluation to the City's satisfaction.

14.03 The proposal of any Contractor 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 Contractor, 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 Contractor a notice of award within the time specified in this Section III of the RFP.

14.06 The Successful Contractor 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 Contractor, it will be accompanied by unsigned counterparts of the Agreement and this RFP. A successful Contractor 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 Contractor of the conditions contained in this RFP.

CITY OF WESTMINSTER, COLORADO

By: \_\_\_\_\_

Printed Name: JOE REALE

Title: OPEN SPACE SUPERINTENDENT

City of Westminster, Colorado  
4800 West 92nd Avenue  
Westminster, CO 80031  
(303) 658-2400

*Rev. 07/2015*

Do NOT Delete – For CAO Reference:  
2B-RFP Services (Non-Construction WITH  
Prof. Liab. Ins.)

## **EXHIBIT A TO REQUEST FOR PROPOSAL**

### **AGREEMENT TO FURNISH SERVICES TO THE CITY OF WESTMINSTER FOR THE OPERATION OF A THERAPEUTIC RIDING CENTER AT THE RANCH OPEN SPACE**

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 200\_\_, between the **CITY OF WESTMINSTER**, hereinafter called the “City,” and \_\_\_\_\_, a(n) corporation / limited liability company / partnership [CHOOSE ONE AND DELTE THE OTHERS] organized pursuant to the laws of the State of \_\_\_\_\_, hereinafter called the “Contractor,” collectively, the “Parties,” is as follows:

WHEREAS, the City wishes to lease the Ranch Open Space for the operation, maintenance, and management of a therapeutic riding; and

WHEREAS, the City desires to engage the Contractor to render the professional services described in this Agreement and the Contractor 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 Contractor 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. CONTRACTOR'S SERVICES AND RESPONSIBILITIES**

The Contractor 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 provide the professional and technical services necessary to complete the Project.

#### **III. ADDITIONAL SERVICES**

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

#### **IV. LEASE TERMS**

TBD

#### V. COMMENCEMENT & COMPLETION OF PROJECT

Contractor 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 Contractor receives notice to proceed, exclusive of time lost or due to delays beyond the control of the Contractor.

[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 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 Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor in performing work on the Project, whether completed or in progress.

#### VII. INSURANCE

During the course of the Project, the Contractor shall maintain Workers' Compensation Insurance in accordance with the Workers' Compensation laws of the State of Colorado and Professional Liability Insurance in the minimum amount of \$1,000,000, but in any event sufficient to cover Contractor's liability under paragraph X.D. below. Contractor 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, Contractor 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 Contractor'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 Contractor shall provide certificates of insurance to the City indicating compliance with this paragraph. It shall be an affirmative duty of the Contractor 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 Contractor shall not unlawfully discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, sex, immigration status, gender identity or expression, sexual orientation, 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. Contractor 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 Contractor 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 Contractor 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 Contractor shall act as an independent contractor and not as agent of the City except to the extent the Contractor is specifically authorized to act as agent of the City.

B. Books and Records. The Contractor'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 Contractor 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 Contractor. Upon completion of the Project, or at such other time as the City may require, the Contractor 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 Contractor shall exercise in its performance of the Project the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. The Contractor 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 Contractor to comply with this standard.

2. Indemnification. To the fullest extent permitted by law and except for professional liability claims, which are addressed in the paragraph below, the Contractor 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 Contractor, any subcontractor of the Contractor, 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 Contractor, any subcontractor of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

For professional liability claims, to the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, its officers, and employees from and against all professional 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 Contractor, any subcontractor of the Contractor, 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 Contractor, any subcontractor of the Contractor, 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 Contractor, any subcontractor of the Contractor, 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 Contractor 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 Contractor.

<b>Project Representative for City:</b>	<b>Project Representative for Contractor:</b>
Name: Joe Reale Address: City of Westminster 4800 W. 92nd Avenue Westminster, CO 80031 Phone: (303) 658-2142 email: jreale@cityofwestminster.us	Name: Address: Phone: 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 Contractor 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 Contractor shall not assign this Agreement in whole or in part, including the Contractor'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 Contractor's affiliated or subsidiary companies, and provided, further, that any such assignment shall not relieve the Contractor of any of its obligations under this Agreement. This restriction on assignment

includes, without limitation, assignment of the Contractor'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. Contractor 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 Contractor. 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**, Contractor may not employ additional subcontractors to perform work on the Project without the City's express prior written approval. Contractor 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. Electronic 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.

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: Contractor shall not knowingly employ or contract with an undocumented worker to perform work under this Agreement. In addition, Contractor shall not enter into a contract with any entity that fails to certify to the Contractor that it shall not knowingly employ or contract with an undocumented worker to perform work under this Agreement. If Contractor obtains actual knowledge that an entity performing work under this Agreement knowingly employs or contracts with an undocumented worker, Contractor shall notify the entity and the City within three (3) days that Contractor has actual knowledge that the entity is employing or contracting

with an undocumented worker. Furthermore, Contractor shall terminate such contract if, within three (3) days of receiving the notice required pursuant to this paragraph, the entity does not stop employing or contracting with the undocumented worker. Except that Contractor 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 undocumented worker.

Contractor 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"). Contractor shall not use either the E-verify Program or the Colorado Verification Program procedures to undertake pre-employment screening of job applicants while performing this Agreement. Contractor 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).

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  
PARKS, RECREATION AND LIBRARY DEPARTMENT, ATTENTION: JOE REALE.**

**REMAINDER OF PAGE INTENTIONALLY BLANK.  
SIGNATURE PAGE FOLLOWS.**



**EXHIBIT B 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 Contractor as its act and deed and that the Contractor 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

**EXHIBIT C TO REQUEST FOR PROPOSAL**



**EXHIBIT D TO REQUEST FOR PROPOSAL**



