



City of Glenwood Springs
Purchasing Department
101 West 8th Street
Glenwood Springs, CO 81601
REQUEST FOR PROPOSAL BD 2010-031
COVER SHEET

Date: July 19, 2010

Bid number: BD 2010-031

Bid title: **Performing Arts / Events Center Feasibility Study**

Bids will be received until: August 19, 2010
4:00 p.m., local time
at 101 West 8th Street, City Clerk's Office, Glenwood Springs, Colorado 81601

Goods or services to be delivered to or performed at: **City Of Glenwood Springs**

PRE-BID/PROPOSAL CONFERENCE
July 27, 2010, 2:00 pm at the Community Center, 100 Wulfsohn Road Glenwood Springs, Colorado

For additional information please contact Ricky Smith: 970-384-6445

Email Address ricky.smith@cogs.us

Documents included in this package:
Request for Proposal Cover Sheet
Special Terms and Conditions
Scope of Work
Proposal Content
Notice to Proceed
Addendum to Professional Service Agreement
Needs Assessment (Exhibit A)
Conceptual Design (Exhibit B)
Arts Center Usage (Exhibit C)
Community Center Usage (Exhibit D)
Ice Rink Drawing (Exhibit E)

If any of the documents listed above are missing from this package, they may be picked up at 101 West 8th Street, Purchasing Department, First Floor.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____
Address: _____ City/State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone: _____
Authorized Representative's Signature: _____ Phone: _____
Printed Name: _____ Title: _____ Date: _____
Email Address: _____



City of Glenwood Springs
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101 West 8th Street
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REQUEST FOR PROPOSAL BD 2010-031

SPECIAL TERMS AND CONDITIONS

SCHEDULE OF ACTIVITIES: The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

Advertise	July 19, 2010 & August 9, 2010
Deadline for submitting questions	August 13, 2010 at 2:00 pm
Pre-bid/Proposal Conference	July 27, 2010
Proposal deadline	August 19, 2010
Award contract (estimate)	September 24, 2010

PURPOSE OF SOLICITATION - TO ESTABLISH A CONTRACT FOR SERVICES: The purpose of this Solicitation is to establish a contract for an Performing Art / Events Center Feasibility Study / Pro Forma as specified herein from a source(s) of supply that will give prompt and efficient service to the City.

SUBMISSION OF PROPOSALS: Sealed proposals will be received at the City of Glenwood Springs, in the office of the City Clerk, Room 325 in City Hall, 101 West 8th Street, Glenwood Springs, Colorado 81601, until 4:00 p.m., August 19, 2010, at which time proposals will be publicly acknowledged, and a list of vendors who submitted proposals will be made available, for the furnishing of a **Performing Arts / Events Center Feasibility Study**.

Offeror shall submit five (5) copies of proposal documents. The proposal shall remain the property of the City of Glenwood Springs. Proposals shall be clearly marked: City of Glenwood Springs **Performing Arts / Events Center Feasibility Study, BD 2010-031**. The cost of proposal preparation is not a reimbursable cost. Proposal preparation costs shall be at the Offeror's expense and are the Offeror's total responsibility.

TERM OF CONTRACT: This contract shall commence on the date of the Purchase Order or Notice of Award and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Solicitation have been completed and accepted by the City's authorized representative. Notwithstanding, it shall be understood and agreed that any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

TERMINATION OF CONTRACT:

- A. The City may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the City as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The City shall be the sole judge of non-performance.
- B. The City may cancel the contract, without penalty, upon thirty days written notice for reason other than cause. This may include the City's inability to continue with the contract due to the elimination or reduction of funding.

METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE AND/OR ORAL PRESENTATION: It is the intent of the City to award this Contract to the Vendor who receives the highest score when the Responses submitted by interested Vendors are reviewed by the City's Performing Arts Task Force. In the second phase, the Committee will invite a limited number of Vendors who received the highest scores during phase one to provide an oral presentation. The number of Vendors who are invited to provide an oral presentation will be determined by the Performing Arts Task Force after the written Responses have been scored. The evaluative score from the oral presentation will be added to the score from the written Response to determine the awarded Vendor. For this Solicitation, the Evaluation Committee will score Responses based on the following criteria:

- Technical expertise
- Personnel
- Project approach
- Financial
- Organization Background/Overview
- Compensation
- References

The City reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the City will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

PERFORMING ARTS TASK FORCE: The Performing Arts Task Force will screen all submissions. Proposals will be evaluated based on the evaluation criteria as outlined in the Request for Proposal. Through this process the City will determine which proposals are acceptable or unacceptable. The City, in writing will notify participating firms whose proposals are deemed unacceptable. Those firms offering proposals deemed to be acceptable by the City will be considered for award by the Selection Committee. The selection committee may determine it necessary to require oral presentation/interviews with a short list of firms to ascertain acceptability of an offer. The committee may request clarifications to the proposal from each of the Offerors at the conclusion of the interviews.

INDEMNIFICATION: The successful Vendor shall indemnify and hold the City harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall pay the costs of defense of all suits, against the City when applicable, and shall pay all costs and judgments which may issue thereon.

INSURANCE: The Vendor shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined below:

<u>Professional Liability:</u>	{ IF you render professional services }
Policy form:	Occurrence
(if not, claims-made retro date must predate our contract or date of service)	
Per claim or occurrence limit.....	\$ 1,000,000
Blanket contractual	
Primary & non-contributory	
Show Waiver of Subrogation in favor of the City	
Per location / per job aggregate limit	
Defense in excess of limits	
Designated profession must be applicable to your work for our company	
Name the City as "Additional Insured"	

Insurance companies providing the coverages specified above must be authorized to do business under the laws of the State of Colorado and must be rated no less than "A-" by A.M. Best Company. Issuance of a contract is contingent upon verification of all required coverage.

RESPONSE TO QUESTIONS: Questions which arise during the response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing, via fax, email or U.S. mail, to Ricky Smith, Purchasing Agent, Purchasing Department, City of Glenwood Springs, 101 West 8th Street, Glenwood Springs, Colorado 81601, ricky.smith@cogs.us , fax number 970-945-4388. The vendor submitting the question shall be responsible for ensuring that the question is received by the purchasing agent at least five calendar days prior to the scheduled opening of the proposal submission deadline.

Any official interpretation of this Solicitation must be made by an agent of the City's Purchasing Department who is authorized to act on behalf of the City. The City shall not be responsible for interpretations offered by employees of the City who are not agents of the City's Purchasing Department.

PROJECT DIRECTION: Primary interface of the selected contractor will be Tom Barnes, Parks and Recreation Director. The Parks and Recreation Director will be responsible for the direction, review and approval of all contract compliance.

CONSIGNMENT OF CONTRACT NOT ALLOWED: Responses will only be considered from firms which are directly engaged in the business of manufacturing or distributing the goods and/or performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another vendor.

GOVERNMENT STANDARDS AND REQUIREMENTS: All items or services to be purchased or supplied in conjunction with this Solicitation shall be in accordance with all federal, state and local governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH) and the National Fire Protection Association (NFPA), and the National Electric Code (NEC).

OFFEROR DUE DILIGENCE: Each Offeror shall judge for themselves as to all conditions and circumstances having relationships to the Proposal, and become informed about the unique challenges of working in a *non-urbanizing rural* environment. Failure on the part of any Offeror to make such examination and become informed shall not constitute ground for declaration of not understanding the conditions with respect to making its Proposal.

CONFIDENTIAL OR PROPRIETARY INFORMATION: If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must stamp in bold letters the term CONFIDENTIAL on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Glenwood Springs will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers which are not marked as confidential will be automatically considered public information after the contract is awarded. Other offers or parts of offers may be considered public information pursuant to Colorado Law.

PRE-BID/PROPOSAL CONFERENCE IS RECOMMENDED: A pre-bid/proposal conference will be held on July 27, 2010 at 2:00 pm, at the City of Glenwood Springs Community Center, 100 Wulfsohn Road, Glenwood Springs, Colorado, to discuss the Specifications. A representative of the Vendor is encouraged to attend this conference in order to become familiar with the proposal requirements.

LOCAL PREFERENCE:

(a) Legislative intent. It is the intention of the City Council whenever possible to use, without significant additional cost to the taxpayers or ratepayers, local businesses and/or subcontractors for construction services or procurement of goods and supplies (excluding sole source procurement [010.050.110], emergency procurements [010.050.120], small purchase procurement [010.050.130], used supplies procurement [010.050.140] or professional service procurement [010.050.150] and any procurement made with external funding source requirements that preclude application of local preference) in those instances when awarding contracts in the amount of twenty-five thousand dollars (\$25,000.00) or more, pursuant to competitive procurement (010.050.090), with City funds. The City Council intends to give local businesses an advantage in the bidding process so that monies received from such contracts will be spent by the employees of local businesses in the local economy. Local business preference may be used as one (1) factor in determining the award of a bid over twenty-five thousand dollars (\$25,000.00). This local preference will only be available to responsible and responsive bidders and/or subcontractors that meet all applicable bid evaluation criteria.

(b) Definition of local business.

(1) When applied to construction contracts, Local Business shall mean a business and/or a subcontractor individually applying for Local Business designation which meets the criteria in either Subsections a. and c. or Subsections b. and c. as listed below:

a. The business headquarters must be located and primarily doing business within a forty-five (45) mile radius of the intersection of 8th Street and Grand Avenue in Glenwood Springs. In the event the business is incorporated or otherwise registered, it must be incorporated or otherwise registered in Colorado.

b. At least seventy-five percent (75%) of the business work force, at the time of the application, must reside within a forty-five (45) mile radius of the intersection of 8th Street and Grand Avenue in Glenwood Springs.

c. The business shall have at least seventy-five percent (75%) of business vehicles registered at the time of the application, with the government agency having jurisdiction over areas within a forty-five (45) mile radius of the intersection of 8th Street and Grand Avenue in Glenwood Springs.

(2) When applied to procurement of goods, supplies, construction equipment and other vehicles, Local Business shall mean a business that is located and primarily doing business in the corporate limits of the City. In the event the business is incorporated or otherwise registered, it must be incorporated or otherwise registered in Colorado.

(c) Local Business Designation. Prior to submitting a bid, any business and/or subcontractor wishing to obtain the Local Business Designation shall apply for such designation by submitting sufficient written documentation to the City Manager which supports a request for such designation. The owner of the business and/or subcontractor seeking Local Business Designation shall submit a signed, sworn affidavit affirming the truthfulness of all information supplied to the City with the application for Local Business Designation. To receive Local Business Designation of any subcontractor amounts included in its bid, a business must certify the accuracy of the contents of the subcontractor's Local Business Designation application submitted pursuant to this Section. The City Manager may grant a Local Business Designation to a business and/or subcontractor if such business and/or subcontractor has satisfied the criteria set forth in Subsection (b). In the event the City Manager does not grant a Local Business Designation upon request, such business and/or subcontractor may appeal the decision by providing a written explanation of the basis of the appeal to the City Council within five (5) business days of receiving the City Manager's decision. A decision by a majority of the City Council present shall be made at the time of the award of the contract for which the appeal is made.

(d) Local Business preference. In the event that a determination is made that a submitted bid is from a responsible and responsive bidder and that the business submitting the bid and/or a subcontractor included in the bid has a Local Business Designation, the bid comparison and award shall be made after taking any applicable local preference into consideration.

All portions of the submitted bid attributable to a Local Business shall be aggregated for application of the local preference as follows: if the aggregate Local Business portion of the submitted bid contract amount is equal to or less than Two Hundred Thousand Dollars (\$200,000.00), the Local Business preference will be five percent (5%); if the aggregate Local Business portion of the submitted bid contract amount is more than Two Hundred Thousand Dollars (\$200,000.00), the Local Business preference will be Ten Thousand Dollars (\$10,000.00) plus two and one-half percent (2.5%) of the aggregate Local Business portion in excess of Two Hundred Thousand Dollars (\$200,000.00); no Local Business preference, in any event, shall exceed One Hundred Thirty-Five Thousand Dollars (\$135,000.00). Determination of the lowest responsible and responsive bidder shall be made after any appropriate Local Business preference amount is applied to the submitted full bid contract amount.

(e) Notice. Every invitation for bid shall contain notification of this Section setting forth this Local Business preference and shall require a bidder to submit, at a time to be specified, the manner in which, if at all, such business and/or subcontractor may qualify for Local Business Designation under this Local Business preference policy.

(f) Timing. No Local Business Designation shall be allowed unless such designation has been given in writing prior to the award of bid.

(g) Challenge. In the event any person wishes to challenge the Local Business Designation of a business and/or subcontractor which has received such designation, such challenge shall be submitted in writing to the City Manager. The written documentation supporting such challenge must set forth, with specificity, the reasons supporting the allegation that the business and/or subcontractor should not continue to receive the Local Business Designation. The City Manager, at his/her discretion, shall investigate such allegations and may seek the imposition of the remedies set forth in this Section.

(h) Civil penalty. In the event a business and/or subcontractor has been given the Local Business Designation and the City Manager determines that such designation is erroneous, such business shall be penalized in the same monetary amount as the Local Business preference advantage which was applied to the bid from such business when it was awarded the contract. In addition, such business and subcontractor shall be subject to debarment for a period of three (3) years in accordance with the provisions of Section 010.050.040.

(i) False affidavit. It shall be unlawful for any person to make a false statement in the affidavit or to provide false information supporting application for the Local Business Designation.

(j) Violations. In addition to the other remedies provided in Subsection (h) (Civil Penalty), any person violating Subsection (i) (False Affidavit) shall be deemed guilty, per occurrence, of a misdemeanor and, upon conviction of the same, shall be punished, per occurrence, in accordance with the provisions of Section 010.020.080 in the Municipal Court. Violations of any provision of Section 010.050.080 shall be deemed to be a strict liability offense as defined in Subsection 120.010.010. Culpable mental state is not required with respect to any material element of a violation of this Subsection.

CONTENTS OF OFFER:

A. General Conditions. Vendors are required to submit their Offers in accordance with the following expressed conditions:

1. Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and services as required by the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the City or the compensation to the Vendor.
2. Vendors are advised that all City contracts are subject to all legal requirements contained in the City procurement policies, the Purchasing Department's procedures and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
3. Vendors are required to state exactly what they intend to furnish to the City via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor's Offer, it shall be construed that the Vendor's Offer fully complies with all conditions identified in this Solicitation.
4. City Of Glenwood Springs intends and expects that the contracting processes of the City and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the City as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (**joint ventures are encouraged**). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the City upon the City's request.
5. All Offers and other materials submitted in response to this Solicitation shall become the property of the City of Glenwood Springs.

B. Clarification and Modifications in Terms and Conditions

1. If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a **written request** for clarification to the City's Contact person as stated in the Special Terms and Conditions. The Vendor submitting the request shall be responsible for ensuring that the request is received by the City at least five calendar days prior to the scheduled Solicitation opening or as stated in the Special Terms and Conditions.

Any official interpretation of this Solicitation must be made, in writing, by an agent of the City's Purchasing Department who is authorized to act on behalf of the City. The City shall not be responsible for interpretations offered by employees of the City who are not agents of the City's Purchasing Department.

The City shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. The Vendor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. Prices Contained in Offer--Discounts, Taxes, Collusion

1. Vendors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award.
2. Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as the City is exempt from payment of such taxes.
3. The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the City. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the City's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

PREPARATION AND SUBMISSION OF OFFER:

A. Preparation

1. The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Vendor must be initialed **in blue ink** by the authorized agent of the Vendor.
2. Offers must contain, **in blue ink**, a manual signature of an authorized agent of the Vendor in the space provided on the Solicitation cover page. **The original cover page of this Solicitation must be included in all Offers. If the Vendor's authorized agent fails to sign and return the original cover page of the Solicitation, its Offer shall be invalid and shall not be considered.**
3. Unit prices shall be provided by the Vendor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested**. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive and may not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. Alternate Offers will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.
5. The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

B. Submission

1. The Offer shall be sealed in an envelope with the vendor's name and the bid number on the outside.
2. Unless otherwise specified, when a Specification and Pricing form is included as a part of the Solicitation, it must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the City. No other form shall be accepted.
3. Offers submitted via facsimile machines or email will not be accepted.
4. Vendors which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The City reserves the right to declare Vendors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with the City's terms and conditions, or if they are not in the best interests of the City.

- C. Late Offers. Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Vendor.
- D. Vendor Information Form. All Vendors are required to complete the Vendor Information Form that is included with this solicitation.

MODIFICATION OR WITHDRAWAL OF OFFERS

- A. Modifications to Offers. Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the City's Purchasing Department must have the Vendor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the City's Purchasing Department will be considered the valid modification.
- B. Withdrawal of Offers
 - 1. Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.
 - 2. In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If an Offer is withdrawn by the Vendor during this ninety day period, the City may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six month period following the withdrawal.

REJECTION OF OFFERS:

- A. Rejection of Offers. The City may, at its sole and absolute discretion:
 - 1. Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;
 - 2. Readvertise this Solicitation;
 - 3. Postpone or cancel the process;
 - 4. Waive any irregularities in the Offers received in conjunction with this Solicitation to accept an offer(s) which has additional value or function and/or is determined to be more advantageous to the City;
 - 5. and/or Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the City.
- B. Rejection of a Particular Offer. The City may, at its sole and absolute discretion, reject an offer under any of the following conditions:
 - 1. The Vendor misstates or conceals any material fact in its Offer;
 - 2. The Vendor's Offer does not strictly conform to the law or the requirements of the Solicitation;
 - 3. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions;
 - 4. The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or Technical Specifications; or
 - 5. The Offer has not been executed by the Vendor through an authorized signature on the Specification's Cover Sheet.

C. Elimination From Consideration

1. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the City upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the City.
2. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the City, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

- D. The City reserves the right to waive any technical or formal errors or omissions and to reject any and all bids, or to award contract for the items hereon, either in part or whole, if it is deemed to be in the best interest of the City to do so.

APPEAL OF AWARD.

- A. Right to protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest as follows:

1. Prior to bid opening. If the course of the protest is known or should have been known to the aggrieved person prior to the opening of bids, such protest must be presented, if at all, to the City Manager as soon as it becomes known or should have become known but no later than the close of business on the day prior to the bid opening.
2. After bid opening. If the cause of the protest is known or should have been known to the aggrieved person after the bid opening, such protest must be presented, if at all, to the City Council within two (2) business days after the bid opening but, in no event, later than the bid award.

(b) Form of protest. The bid protest shall be in writing and specify the exact grounds for the protest. Any grounds not set forth in the written protest shall be waived.

(c) Determination of protest.

(1) By the City Manager. Bid protests made to the City Manager shall be decided by the City Manager as soon as is practicable after receipt of the protest but, in any event, no later than one hour prior to the bid opening. Such decision shall be in writing. In the event the decision is such and so substantial that other bidders or prospective bidders may desire to modify their bid proposals, the City Manager shall give notice of such decision to all bidders and prospective bidders of such decision. If insufficient time remains prior to the bid opening for bidders and prospective bidders to modify their bid proposals, then the City Manager at the place and time for bid opening can announce a reasonable continuance of the bid opening. No further public notice will be required except that all bidders who have submitted proposals as of the original time for bid opening and who are not present at the bid opening shall be given prompt written notice of the continuance of the bid opening and the reason for such continuance.

(2) By the City Council. Any person aggrieved by the decision of the City Manager may appeal his/her decision to the City Council, which appeal shall be decided, if practicable, prior to bid opening or, if not practicable, then prior to the award of bids. If the City Manager determines it to be in the best interests of the City when an appeal is made of his/her decision pursuant to this Paragraph, he/she may continue the bid opening in accordance with the provisions of this Subsection. If a bid protest is made to Council pursuant to Paragraph 010.050.170(a)(1), Council shall make a determination of the protest prior to bid award. If Council determines that the bid protest is appropriate, it may, but need not, determine to rebid the contract. The decision of Council shall be final from which an appeal to Court in accordance with the laws of the State, may be taken. Such appeal must be filed within ten (10) days of Council's decision or it shall be waived.

(d) Waiver. The failure of an aggrieved person to make a bid protest or an appeal of the same in accordance with the terms of this Section shall be deemed to be a waiver of such protest.



City of Glenwood Springs
Purchasing Department
101 West 8th Street
Glenwood Springs, CO 81601

REQUEST FOR PROPOSAL BD 2010-031

PERFORMING ARTS THEATER/ EVENTS CENTER FEASIBILITY STUDY

Community Background:

Located 160 miles west of Denver on Colorado's western slope of the Rocky Mountains, the city of Glenwood Springs is a growing community of 8,887 people. Incorporated in 1885 and consisting of 4.8 square miles, the city sits at the confluence of the Roaring Fork and Colorado Rivers at an elevation of 5,763 feet and is immediately surrounded by steep-sided mountains that rise to an elevation of over 8,400 feet. Throughout its history and continuing today, Glenwood Springs is known for its medicinal hot sulfur springs that draw tourists from around the world.

Glenwood Springs is a regional trade center, regional service center and a destination community for visitors. Glenwood Springs draws most of its visitors from Colorado's front range communities. Downtown Glenwood Springs is one of the focal points for visitors coming to the Community as well as serving as an employment center.

Scope of Work:

The City of Glenwood Springs is seeking a firm to assess the feasibility of building and operating a performing arts theater / events center on the Community Center Site based on existing conceptual plans. This feasibility study will also include evaluation of existing facilities (i.e. Glenwood Springs High School) to determine where needs can be met as defined in the existing feasibility study. The successful firm shall also develop a pro-forma for the performing arts / events center for this facility located at the Community Center site.

Objectives:

Performing Arts / Events Center Feasibility Study – The feasibility study will include but not be limited to the following:

- Review 2007 Needs Assessment (attached Exhibit A).
- Reviewing the current conceptual design from the Community Center plans to match opportunity on Community Center site to needs outlined in Needs Assessment (Exhibit B – Also available in CD format).
- Review parking needs, and recommend alternate joint use of parking areas.
- Recommend events/exhibition and meeting areas.
- Review and recommend updating current catering kitchen facilities.
- Review and recommend expansion of dance studios from information provided from the Center for the Arts (attached Exhibit C).
- Advantages of enclosing ice rink versus converting it to an indoor arena to enhance events center opportunity (attached Exhibit E, drawing of ice rink).
- Recommendation of relocating child care area.
- Review owner provided information on current Community Center uses and make a recommendation what impact a theater / events center will have on the facility (attached Exhibit D).

Pro Forma – Projected operational costs of running the Performing Arts / Events Center:

- Pro forma should address compatibility issues between performing arts venue/events center, and other functions occurring on the Community Center site.
- Develop a pro-forma for a 500-800 Seat Theater at the Community Center based on conceptual plans; incorporating permanent and temporary seating.
- Pro forma should assume High School facility and Community Center facilities are currently used to their maximum potential.
- Pro forma shall review current uses of Community Center and recommend possible expansion needs.
- Pro forma shall define capital construction needs, construction costs, and funding sources.
- Pro forma shall define construction, operating requirements and sources of revenue to match operating requirements.
- Pro forma should specify management and governance options with a variety of recommended options.
- Pro forma shall recommend fundraising options for construction costs.

Costs:

- Proposals must include all costs associated with developing the feasibility study and pro forma.

Time frame:

- Each proposal must state a specific time frame to deliver feasibility study and pro forma to City.

The contact person for this project is:

Tom Barnes, Director of Parks and Recreation
City of Glenwood Springs
100 Wulfsohn Road
Glenwood Springs, CO 81601
Phone: (970) 384-6315
Fax: (970) 945-8418
Email: tom.barnes@cogs.us

PROPOSAL CONTENT

SUMMARY

The City of Glenwood Springs will be using the evaluation criteria set forth in this RFP to make the award of this contract.

PROPOSAL REQUIREMENTS

Proposals shall contain the experience and technical qualifications of the Offeror in relationship to the RFP. The proposal shall contain the following:

- Technical expertise
- Personnel
- Project approach
- Financial
- Organization Background/Overview
- Compensation
- References

ORGANIZATIONAL BACKGROUND AND OVERVIEW

Submit a general description of the company's background and experience.

Submit a list of three similar projects and contact information under contract with your firm that is also being handled by the personnel that will be assigned to this project. Include name, type, location and estimated construction cost.

Discuss your firm's knowledge and experience in providing the services required.

Include any other information that you feel is appropriate to assist the selection committee in selecting your firm for the project.

PERSONNEL

The proposal should contain information that supports your firm's capacity to accomplish the services as specified in the RFP. Quality personnel are a key component to the successful completion of the project and will be an important factor in the decision for awarding this contract. Information provided shall include but is not limited to, local availability of key personnel assigned to this project, professional qualifications, specific related project experience and current and future commitments.

The City of Glenwood Springs reserves the right to re-negotiate or terminate the contract if either of the following occurs:

- There is a significant (50%) change in the Contractor's key personnel.
- The consultant of record is changed during the performance of the contract.

In the event the Contractor desires to change any key personnel during the contract period the Contractor must submit for approval a written request demonstrating extraordinary circumstances prior to such change. In addition, the City of Glenwood Springs may remove any key personnel from the Contractor's design team if that person is deemed unsuitable or a hindrance to the cooperative completion of the Project.

- Other information to include in this section is:
- Organizational chart of company.
- Key Personnel
- Resumes and functions of personnel who will be assigned to the project.

FINANCIAL

Offeror shall provide an audited financial statement or public annual report. This information shall remain confidential and will not be made part of the public record.

TECHNICAL EXPERTISE

Technical competence as demonstrated by:

- The professional qualifications and experience necessary for the satisfactory performance of the services, to include any necessary licenses and registrations.
- The company's past performance on other contracts in terms of size, scope and quality of services and compliance with schedules. The selection committee may solicit from previous clients including the City and other government agencies or any available sources; relevant information concerning the consultant's and key personnel's records of past performance.

PROJECT APPROACH

Willingness and organization plan and structure committed to accomplish the goals and objectives of the services. In order to evaluate the depth of your technical expertise, please provide detailed information regarding each of the following areas:

- The scope of work
- Overall Philosophy – How does your firm approach projects of this type?
- Goals and Methodology
- Challenges and problems
- Creative Solutions and/or Lessons Learned
- Provide a sample work plan that provides a clear description of the scope of work that will be accomplished.

REFERENCES

Provide a list of clients and references, including name, address and telephone number in which you believe may be similar in nature to this project.

COMPENSATION

Offerors shall submit a proposed fee schedule detailing each activity and associated fee. The Offeror must also provide a total cost to provide the feasibility study and pro forma.

EXCEPTIONS

If there are any exceptions taken to these proposal documents or contracts, they must be clearly stated on a separate sheet of paper and returned with your Proposal. Note that the City will consider questions and requested changes to the proposal documents during the pre-proposal period and reserves the right to reject any and all requested changes or exceptions contained in any Proposal.

Note: All potential Offerors are advised that the exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

EVALUATION CRITERIA

The following criteria listed in no particular order of importance will be used in the evaluation of proposals:

- Technical expertise
- Personnel
- Project approach
- Financial
- Organization Background/Overview
- Compensation
- References

The City reserves the right to reject any and all proposals and to waive any formality in proposals received, to accept or reject any or all of the items in the proposal, and award the job in whole or in part, if it is in the best interest of the City.

PERFORMING ARTS TASK FORCE

The Performing Arts Task Force will screen all submissions. Proposals will be evaluated based on the evaluation criteria as outlined in the Request for Proposal. Through this process the City will determine which proposals are acceptable or unacceptable. The City, in writing will notify participating firms whose proposals are deemed unacceptable. Those firms offering proposals deemed to be acceptable by the City will be considered for award by the Performing Arts Task Force. The Performing Arts Task Force may determine it necessary to require oral presentation/interviews with a short list of firms to ascertain acceptability of an offer. The committee may request clarifications to the proposal from each of the Offerors at the conclusion of the interviews.

NOTICE TO PROCEED

To: (Contractor) _____ Date: _____, 2010
(Address) _____ Project: _____
(City, State, Zip) _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2010 on or before _____, 2010 and you are to complete the WORK within ____ consecutive calendar days thereafter. The date of completion of all WORK is therefore

_____, 2010

City Of Glenwood Springs
(OWNER)

By _____

Title _____

Address _____

Telephone _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____,
(CONTRACTOR)

this the _____ day of _____, 2010.

By _____

Title _____

Telephone _____

City of Glenwood Springs
Addendum to Professional Services Agreement

Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, as amended, Contractor warrants, represents, acknowledges, agrees and certifies that:

1. Contractor does not knowingly employ or contract with an illegal alien who will perform work under this agreement. Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
2. Contractor will participate in the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, and jointly administered by the Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, "E-Verify Program") or will participate in the "Department Program" as established in §8-17.5-102(5)(c), C.R.S., as amended, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in the E-Verify Program or the Department Program.
4. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - (a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. If Contractor participates in the Department Program, Contractor shall provide a notarized written affirmation to City that Contractor has, as required by the Department Program, examined the legal work status of employees hired to perform work under this Agreement and shall comply with all other requirements of the Department Program. (A sample contract affirmation may be obtained at: <http://www.coworkforce.com/lab/pcs/default.asp>)
7. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to its legal authority.
8. Nothing in this Addendum shall be construed as requiring Contractor to violate any terms of participation in the E-Verify Program.
9. If Contractor violates this Addendum, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

CONTRACTOR

DATE: _____

BY: _____