



REQUEST FOR PROFESSIONAL SERVICES

The City of Durango Colorado, by and through its Grants/Contracts Division, is accepting proposals from qualified individuals or firms for Durango **Urban Renewal Authority Formation Services**, in accordance with the terms, conditions, and specifications contained in these documents.

Bidders wishing to participate should ensure they have all addenda prior to submission of a Bid. Failure to acknowledge receipt of any addenda applicable to this project could result in the rejection of your Bid.

This project and any subsequent addenda will be posted to the Rocky Mountain E-Purchasing website (www.bidnetdirect.com/colorado then click on Vendor Login or Vendor Registration, as applicable).

Questions

Each offeror, before submitting his proposal, shall become fully informed as to the extent and character of work required. All questions must be submitted via Rocky Mountain E-Purchasing, www.bidnetdirect.com/colorado.

Question Deadline: September 27, 2019 3:00 p.m. (Local Time)

(Questions received after the deadline may not be accepted.)

Submittal Instructions (Reference: Required Submittals Section)

Submittal requirements are outlined in the Submittals Section of the Bid Documents.

Project Title: Durango Urban Renewal Authority Formation Services

Due Date and Time: October 11, 2019 3:00 p.m. (Local Time)

Deliver Bid Via: Rocky Mountain E-Purchasing www.bidnetdirect.com/colorado

It is the sole responsibility of the respondent to see that the bid is received before the submission deadline. The respondent shall bear all risks associated with delays of any kind. **Late bids will not be considered.**

All bids submitted shall be binding upon the respondent if accepted by the City within sixty (60) calendar days of the submission date. Negligence upon the part of the respondent in preparing the bid confers no right of withdrawal after the time fixed for the submission of bid. This project is being bid in accordance with the City of Durango Purchasing Policy.

Devon Schmidt Date: September 13, 2019
Grants Contracts Manager Grants Contracts Division
Publish 9/13/2019 & 9/16/2019

949 E 2nd Ave · Durango CO 81301 · 970.375.4994 ·

I. INVITATION

The City of Durango is seeking a multi-disciplinary planning consultancy and/or law firm to assist in the formation of an Urban Renewal Authority for the City of Durango. The Firm will support the preparation of statutorily-required documents and preliminary analysis of appropriate Urban Renewal Areas in the community.

II. PROPOSAL TIMELINE

The following timeline is intended to provide a tentative schedule for this project. The City of Durango reserves the right to modify the timeline, without prior notice, at its sole convenience.

Publication:	September 13 , 2019
Questions Due:	3:00 p.m. (Local Time), September 27, 2019
Final Addendum Issued, if necessary:	October 4, 2019
Proposals Due:	3:00 p.m. (Local Time), October 11, 2019
Evaluation of Proposals:	Week of October 14, 2019
Notification of Short List, if necessary:	Week of October 21, 2019
Interviews, if necessary:	Week of October 28, 2019
Final Award:	Week of November 4, 2019

III. INTRODUCTION/BACKGROUND

The City of Durango is seeking assistance in forming an Urban Renewal Authority. The selected firm will assist in creating a petition document, formation ordinances, Board appointment ordinances, notice to property and business owners, URA Board by-laws, notice to DOLA, and other statutorily-required forms; conducting up to three Conditions Surveys; and traveling to Durango to meet with stakeholders on the proposed URA. The City intends to form the Authority using a general city-wide survey with findings of blight, then narrow on specific project areas as the opportunities present themselves.

Upon successful formation of an Urban Renewal Authority, the City of Durango may seek further assistance in conducting market analyses, impact reports, and detailed Urban Renewal Area plans. However, this current request is specifically for services to assist in the initial formation of an Urban Renewal Authority.

IV. SCOPE OF SERVICES

A: URA Formation Document Preparation: Assist the City of Durango in drafting petition to create an Urban Renewal Authority; required notice to property and business owners; URA board by-laws; notice to the Department of Local Affairs on URA formation; and other statutorily required documents to form an Urban Renewal Authority.

B: Educational Visit to Durango and Consultation: The selected firm is expected to travel to Durango at least once for consultation with city officials, key stakeholders, and the community. The firm may be asked to publicly present information and materials on Urban Renewal Authorities in Colorado, as well as the specific findings of the Conditions Survey and potential area projects.

C: Preparation of Conditions Survey and Analysis of Potential Urban Renewal Areas: Complete the data gathering and base mapping necessary to determine the severity and existence of blighting factors in Durango. City Staff may assist in providing information that is not available through GIS base map files or visual inspection.

Working in conjunction with City staff, the selected respondent will prepare Conditions Surveys and Conditions Analysis of two to three specific Urban Renewal Areas.

D: Final Conditions Survey Reports and Presentation to Board: After consultation with City staff on the draft Conditions Survey, including on the opinion of whether City conditions meet the legal definition of blight, the firm will prepare final Conditions Survey reports and present these findings to City Council and other stakeholders.

V. INSTRUCTIONS TO PROPOSERS

Interested consultants shall submit proposals that clearly demonstrate their ability to provide the services as outlined in the Scope of Services. One electronic copy of each proposal shall be submitted as a single .pdf file via: www.bidnetdirect.com/colorado and organized in the format indicated below.

Proposals shall not exceed 20 pages in length. Page limit shall include all required submittals. Each side of each page containing text or images counts as one page. The minimum font size is 12. The City desires submittals that are clear, concise, and specific to the needs and conditions of this project, and organized as outlined herein.

The proposal shall be organized using the following format:

1. Table of Contents
2. Project Organization - list key personnel that would be assigned to the various projects. List the person's name, title, project assignments, and years of experience, licenses and any other qualifications relevant to the City's project. List the names, address, telephone number, credentials, and roles of all personnel. Provide the same information for any sub-consultant personnel.
3. Project Narrative and Approach - describe your firm's approach to provide services described in the Scope of work. Provide samples or links to work products from previous work for municipalities from within the last three years.

4. References and Experience – list at least three (3) projects your firm has completed within the past five (5) years provided to municipalities similar to that requested by this RFPS. With each reference, include the name, address, project contacts, telephone number, a description of the project completed, the time required to complete the project.
5. Identify all services that will not be included in the contract and are expected to be provided by City of Durango.
6. Cost of Services: Provide an overall estimated cost of services as well as a project hourly fee schedule of all personnel and typical percentages of time required by key and support personnel for anticipated projects based on Scope of Services. Out-of-pocket expenses for firm personnel (i.e. travel, lodging and per diem) will be reimbursed at industry accepted rates for the City of Durango. All estimated out-of-pocket expenses to be reimbursed should be presented in detail. All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm for each individual project when travel is necessary.
7. Include a statement that the firm maintains the insurance required in this RFPS.

VI. SELECTION CRITERIA

A selection committee, comprised of City personnel will evaluate the proposals. Members of the Selection Committee will review and rate each proposal based on the following criteria:

1. Credentials and Experience of Personnel Assigned to Support City of Durango (20%)
2. Response to RFP and Approach to Providing Services (20%)
3. Samples of Previous work for Municipalities. (20%)
4. List of References for Services Provided to Municipalities (20%)
5. Proposed Cost of Services (20%)

Note: The City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from firms, or to allow corrections of errors or omissions.

At the sole discretion of the City or the Selection Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. Such presentations will provide firms with an opportunity to answer any questions the Selection Committee may have on a firm's proposal. Not all firms may be asked to make such oral

presentations. The cost of any such presentation or interview shall be the sole responsibility of the proposer.

Direct contact with the evaluation committee, other than the Grants/Contracts Division during the bid/proposal process may render the bid/proposal as non-compliant. If such infraction is determined, at the Grants/Contracts Divisions discretion, no further consideration may be given to the bid/proposal.

Final Selection. The evaluation committee will select a firm based upon the total scores of the evaluations, experience of firm and which firm will best fit the City of Durango's needs

The candidate must certify that no member of the City Council of Durango, Colorado, or members of their immediate family, or other officer or employee of the City has received or has been promised directly or indirectly any financial benefit related to the RFQ.

VII. INSURANCE

LIABILITY INSURANCE COVERAGE

- A. The Successful Contractor shall not commence work under this Agreement until it has obtained all insurance required by the contract documents and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this section.
- B. The Successful Contractor shall procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the contract documents by reason of its failure to procure or maintain insurance or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- C. Successful Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's Subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of the Work. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- D. Worker's Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) disease – policy limit, and Five Hundred Thousand Dollars (\$500,000) disease – each employee.
- E. Comprehensive General Liability insurance with minimum single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
- F. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.
- G. The policies required above, except for the Workers' Compensation insurance and Employer's Liability insurance, shall be endorsed to include the City, and its officers and employees, as additional insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- H. Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and copies of such certificates shall be forwarded to the City prior to start of Work. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves

the right to request and receive a certified copy of any policy and any endorsement thereto.

I. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the Owner.

VIII. ILLEGAL ALIEN CERTIFICATION

Per State Statute, all City of Durango contracts for services are now required to include certification that the contractor does not knowingly contract with illegal aliens.

HB 1343 requires certification from the contractor that the contractor has registered with, or certified that they are in compliance with, the E-Verify Program, formerly known as the Basic Pilot Program. While this program is not new, it is unknown to most people doing business with municipalities in the State of Colorado. The E-Verify Program is a free program run by the Federal Government within the Department of Homeland Security. The program requires an employer to apply for entry into the program and make certain agreements with the Department of Homeland Security and Social Security programs.

An employer must apply to participate in the E-Verify Program over the internet. Following is the website: <https://www.vis-dhs.com/employerregistration> A set of instructions will appear and the applicant should follow those instructions to apply.

Therefore, effective immediately, every Successful Contractor shall be required to:

- 1) Fill out the Certification Statement Regarding Illegal Aliens form and return it to the City of Durango Purchasing Agent, and**
- 2) Apply to participate in the E-Verify Program with the Division of Homeland Security.**

The City will not make payments on any contract until the attached form is on file in the office of the Grants/Contracts Division.

IX. REQUIREMENTS AND GENERAL INFORMATION

- A. The selected candidate must have or obtain a current City Business License prior to initiating work.

- B. The selected firm must complete a W-9 form (Taxpayer Identification No.).
- C. The City of Durango reserves the right to reject any and all proposals, to waive any informalities or minor irregularities in proposals, and to accept the proposal deemed, in the opinion of the City, to be in the best interest of the City.
- D. Direct contact with city elected officials or city staff, other than the Grants/Contracts Division, during the process may render the candidates application as non-compliant. At the Grants/Contracts Manager's discretion, no further consideration may be given the proposal.

X. PROPOSAL SUBMITTAL

- The City of Durango is exempt from all local, state and federal taxes.
- A Statement of Residency Form (attached herein) must be completed and returned with bid.
- Proposals shall be filed electronically via: www.bidnetdirect.com/colorado prior to the date and time specified above. Late bids will not be considered.

STATEMENT OF RESIDENCY – CITY OF DURANGO

PROJECT – Urban Renewal Authority Formation Services

As a condition precedent to the award to me, or us, of a contract by the City of Durango for the products or services related to the above-listed project, I, _____, as the individual owner, partner, manager, officer, or person delegated to sign this form, do hereby certify that the firm named below is a:

- (Check one only) Local Bidder (La Plata County)
 Regional Bidder (Region 9 of Colorado)
 Non-resident Bidder

Local Bidder* means:

A local bidder is defined as a person, partnership, corporation, limited liability company or joint venture which is authorized to transact business in Colorado, and which maintains a business office within La Plata County.

Regional Bidder means:**

A person, partnership, corporation or joint venture which is authorized to transact business in Colorado, which maintains a business office within Region 9 of Colorado.

Non-resident Bidder: Location (City/State)

I, _____, declare under penalty of perjury that the statements made in this document are true and complete to the best of my knowledge.

(Insert name of corporation, limited liability company, partnership or sole proprietorship)

Firm Name: _____

(Insert trade name or name under which corporation, company, partnership Or proprietorship is doing business, if Different from legal name of entity or Proprietor)

doing business as _____

By: _____
Signature

Title

Date

* Local bidders shall receive a 5% preference over all bidders or \$100,000, whichever is less. In no event shall the local bidder preference exceed the amount of \$100,000.

** Regional Bidders will receive a 3% preference over Non Resident Bidders or \$40,000, whichever is less. In no event shall the regional bidder preference exceed the amount of \$40,000.