



April 8, 2019

RFQ: General Construction/Tenant Finish Work. The National Western Center Authority (NWC Authority) is soliciting **Requests** for Qualifications/Proposals from qualified firms to provide general construction/remodeling services.

Project Description: The NWC Authority will be issuing a Request for Proposal to complete the following (non-inclusive):

Minor wall demolition
Electrical work
Painting
Carpet cleaning

Carpet repair
Minor carpentry and drywall patching
Cleaning floor tile
Ceiling tile repair

Mandatory Pre-Bid Information Meeting:

- A mandatory pre-bid information meeting and site tour will be held at 8:30 a.m., April 16, 2019 at the Livestock Exchange Building, 4701 Marion St., Denver, CO 80216. Tour will start in the lobby of the Livestock Exchange Building. Small businesses are encouraged to attend. You need to email m.ambrose@nationalwesterncenter.com in advance of your expression to attend this meeting. The NWC Authority will promptly respond in writing to questions at the email address identified in the firm's written set of questions, and will do so by April 22, 2019.

Printed Qualifications and Proposal Responses are due: by 10:00 a.m. local time, April 23, 2019, delivered to:

National Western Center Authority
Attn: B. Buchanan
1705 17th St. Suite 200
Denver, CO 80202

The Authority reserves the right to reject any or all Proposals or request additional information from firms during the evaluation process. The anticipated award date is April 26, 2019.

General Description of Services and Project: This work order is for the Livestock Exchange Building fourth floor NWCA office space tenant finish. The scopes of work include demo, salvage, painting, electrical, carpentry, and cleaning.

Selection Criteria: The NWC Authority is requesting proposals that will be scored as part of a best value process that can successfully demonstrate items such as:

1. Pricing
2. Schedule
3. Expertise and Experience

Prequalification Requirements:

Minority and Women Business Enterprise Participation: If the Contractor plans to subcontract any portion of the work to be performed, it is encouraged, with respect to the goods or services to be provided, to use a process that includes small business concerns, including minority and woman owned companies, when considering and selecting any subcontractors or suppliers. The Contractor agrees to actively recruit (i) minority and women owned business memberships; (ii) minority and women owned suppliers, contractors and consultants; and (iii) minority and women-oriented conventions. The Contractor further agrees to include in its Proposal a plan for use of small business concerns doing business within the Denver metropolitan area that are owned and controlled by, economically or socially disadvantaged individuals, including but not limited to, African Americans, Hispanics, Native Americans (American Indians), Asians, and/or women. For compliance with good faith requirements under Section 28-62(b), Section 28-65, D.R.M.C.

This solicitation is open to MWBEs certified with the City and County of Denver and Globeville and Elyria-Swansea (GES) local small businesses.

Prevailing Wage Requirements: Contracts for construction, reconstruction and remodeling are subject to the City prevailing wage rate requirements established pursuant to Section 20-76, D.R.M.C. and living wage Section 20-80, D.R.M.C.

General Information: The NWC Authority will not be responsible for expenses incurred in preparing and submitting the Request for Qualifications or Proposal or sealed dollar cost bid. Such costs should not be included in the Proposal. Submission of a Proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the Proposal submitted and confirmed in the contract between the Authority and the firm, if selected. Final selection will be conditioned on reaching contract terms. The Authority reserves the right without prejudice to reject any or all Proposals.

LISTING OF MATERIAL CONTRACT TERMS

Agreement to price, timeline, quality standards, risk management and other required laws.

License to Practice in Colorado - An affirmative statement should be included that the firm, its subcontractors and all assigned key professional staff are properly licensed to practice in Colorado.

INSURANCE: a. General Conditions: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of this Agreement, or any extension thereof, during any warranty period, and for 3 years after termination of this Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as A - VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the Authority in the event any of the above described policies are canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Authority parties identified in the Notices Section of this Agreement. Such notice shall reference the contract number listed on the signature page of this Agreement. Said notice shall be sent 30 days prior to such cancellation or non-renewal, unless due to non-payment of premiums for which notice shall be sent 10 days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal or any reduction in coverage to the Authority parties identified in the Notices section by certified mail, return receipt requested within 3 business days of such notice by its insurer(s) and referencing the contract number. If any policy is in excess of a deductible or self-insured retention, the Authority must be notified by the Contractor. The Contractor, not the Authority, shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: The Contractor shall provide a copy of this Agreement to its insurance agent or broker. Neither the Contractor, nor its subcontractors may commence services or work relating to this Agreement prior to placement of coverages required under this Agreement and the submission of all applicable certificates of insurance to the Authority for review and acceptance. The Authority's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Contractor's breach of this Agreement or of any of the Authority's rights or remedies under this Agreement. The Authority may require additional proof of insurance, including but not limited to policies and endorsements, which the Contractor will promptly present upon request by the Authority.

c. Additional Insureds: For Commercial General Liability, Business Automobile Liability, and Excess Liability/Umbrella Liability, the Contractor and any of its subcontractor's insurer(s) shall include the Authority and its employees and agents as additional insureds. The Authority shall also be named as an additional insured for any vehicle covered by Contractor's Auto Liability Policy that is used in relation to work performed under this Agreement.

d. Waiver of Subrogation: For all coverages required under this Agreement, the Contractor's insurer shall waive subrogation rights against the Authority.

e. Subcontractors and Sub-consultants: The Contractor will ensure that all subcontractors and sub-consultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be required by contract to comply with all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. The Contractor agrees to

provide proof of insurance for all such subcontractors and sub-consultants upon request by the Authority.

f. Workers' Compensation/Employer's Liability Insurance: The Contractor shall maintain worker's compensation coverage as required by statute for each work location. Contractor shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. The Contractor expressly represents to the Authority, as a material representation upon which the Authority is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date the Contractor executes this Agreement. If Contractor uses an employee leasing firm or temporary labor company, Contractor shall provide Owner with evidence of workers' compensation and employers' liability insurance with an alternate employer endorsement in favor of Contractor and the Authority and a waiver of subrogation endorsement from the employee leasing firm or temporary labor company in favor of the Authority.

g. Commercial General Liability Insurance: The Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

h. Errors and Omissions/Professional Liability Insurance: For work that involves any architectural, engineering or other design services, the Contractor shall maintain an Errors and Omissions/Professional Liability insurance policy, including without limitation, any and all errors, omissions or negligent acts in the rendering or failing to render design services or other professional services under this Agreement with minimum limits of \$1,000,000 per claim and an aggregate limit of liability of \$2,000,000. Such limits may be obtained through any combination of primary or excess insurance.

j. Business Automobile Liability Insurance: The Contractor shall maintain a Business Automobile Liability insurance policy with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

k. Excess/Umbrella Liability Insurance: The Contractor shall maintain Excess/Umbrella Liability Insurance written on an occurrence form and at a minimum as broad as the coverage provided in the Commercial General Liability Insurance, with a limits of \$1,000,000 per occurrence and in the aggregate.

l. Additional Provisions: (1) For Commercial General Liability and Excess/Umbrella Insurance, the policies must be occurrence policies and provide the following:

(a) That this Agreement is an insured contract under the policy; (b) Defense fees and costs do not reduce the limits of liability; (c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the Authority; and (e) Products completed operations coverage, including additional insured status required herein, in full force and effect until the expiration of 8 years after completion of all of the work performed under this Agreement.

(2) For claims-made coverage: (a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the Authority, whichever is earlier.

(b) The Contractor shall advise the Authority in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At its own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

INDEMNIFICATION: a. The Contractor agrees to defend, indemnify, reimburse and hold harmless the Authority, its affiliates and their respective agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the Authority. This indemnity shall be interpreted in the broadest possible manner to indemnify the Authority for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including the Authority’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the Authority.

b. The Contractor’s duty to defend and indemnify the Authority shall arise at the time written notice of the Claim is first provided to the Authority regardless of whether a claimant has filed suit on the Claim. The Contractor’s duty to defend and indemnify the Authority shall arise even if the Authority is the only party sued by a claimant and/or a claimant alleges that the Authority’s negligence or willful misconduct was the sole cause of the claimant’s damages.

c. The Contractor shall defend any and all Claims which may be brought or threatened against the Authority and shall pay on behalf of the Authority any expenses incurred by reason of such Claims including, but not limited to, court costs and attorneys’ fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the Authority will be in addition to any other legal remedies available to the Authority and will not be the Authority’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the Authority’s protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

NO AUTHORITY TO BIND AUTHORITY TO CONTRACTS: The Contractor lacks any authority to bind the Authority on any contractual matters. Final approval of all contractual matters that purport to obligate the Authority must be executed by the Authority in accordance with the Authority’s bylaws.

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor’s own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the Authority. The Authority, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

a. The Contractor certifies that: **(1)** At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in §8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

- b.** The Contractor also agrees and represents that: **(1)** It shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- (2)** It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- (3)** 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.
- (4)** It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5)** If it obtains actual knowledge that a sub-consultant or subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the Authority within 3 days. The Contractor shall also terminate such sub-consultant or subcontractor if within 3 days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6)** It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of §8-17.5-102(5), C.R.S.

c. If the Contractor violates any provision of this Section, the Authority may terminate this Agreement for a breach of this Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Authority. Any such termination of a contract due to a violation of this Section may also, at the discretion of the Authority, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the Authority.

GOVERNING LAW; VENUE: This Agreement will be construed and enforced in accordance with applicable federal laws and the laws of the State of Colorado, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes or other laws includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

COMPLIANCE WITH ALL LAWS: The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.