

# REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

**Date of RFP Issuance:** 10/10/2022  
**Project Number:** 22-016  
**RFP Title:** **ADA Self Evaluation and Transition Plan**  
**Proposals Due:** November 29, 2022  
Geri Scheidt, [gscheidt@bennett.co.us](mailto:gscheidt@bennett.co.us)  
Town Hall, 207 Muegge Way, Bennett, CO 80102

**For Additional Information Please Contact:** Geri Scheidt, Town Safety Officer  
(303) 644-3249, x1004  
Email: [gscheidt@bennett.co.us](mailto:gscheidt@bennett.co.us)

**Documents Included in This Package:**

- RFP Cover Sheet
- Project Background and Specifications
- RFP Instructions
- Terms and Conditions
- Special Terms and Conditions
- Pricing Form
- Submission Form
- Substitute Form W-9
- Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer 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.

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### 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: \_\_\_\_\_

## PROJECT BACKGROUND AND SPECIFICATIONS

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### I BACKGROUND

Through this Request for Proposal (RFP), the Town of Bennett ("Town") is accepting proposals from qualified firms or persons to provide an ADA Self Evaluation and Transition Plan. This document sets forth general information and requirements for persons and firms ("Proposers") interested in submitting "Proposals" in response to this RFP.

### II PROJECT DESCRIPTION AND TIMELINE

The Town of Bennett would like to create an ADA Self Evaluation and Transition Plan in order to properly review and evaluate policies, programs or activities (under Title II) that may present challenges to people with disabilities, or that may be out of compliance with the requirements of the ADA. The vendor will be asked to conduct a survey and audit on all municipal facilities, sidewalks, parks and trails, including interior and exterior features that might limit use or accessibility to those with disabilities, and to develop a comprehensive Transition Plan for any needed improvements. At the Town's sole option, the Town may utilize the selected Vendor to perform similar services related to ADA compliance assessments and evaluations for other areas and Town facilities. Changes to the ADA codes have evolved, requiring a new survey to ensure compliance with the ADA. The selected consultant will conduct a survey to identify physical obstacles that could potentially limit accessibility; to identify and describe possible methods to improve accessibility and compliance; to make recommendations related to prioritization; and to provide budgetary estimates to achieve compliance. (See attached Appendix A, Town Facilities – list may be amended.)

	ACTIVITY	DATE	TIME (IF APPLICABLE)
1.	RFP Published via the Town website and Bidnet	10/10/2022	Not Applicable
2.	Written Inquiries deadline, questions submitted via email only to <a href="mailto:gscheidt@bennett.co.us">gscheidt@bennett.co.us</a>	10/25/2022	2:00 PM, MT
3.	Estimated date of Town's response to inquiries.	11/10/2022	4:00 PM, MT
4.	Proposal submission deadline.	11/29/2022	2:00 PM, MT
5.	Opening of proposals.	11/29/2022	3:00 PM, MT
6.	Completion of evaluation of proposals.	12/06/2022	5:00 PM, MT
7.	Notice of Intent to Award (estimated).	12/13/2022	7:00 PM, MT
8.	Award (estimated).	12/13/2022	Not applicable

### III SCOPE OF WORK

1. Conduct an evaluation of Town policies and practices for accessibility
  - Inventory and review existing ADA policies and procedures to determine if programmatic accessibility barriers exist.
  - Provide informed guidance and templates for ensuring up-to-date ADA-related policies and procedures.
  - Produce an Executive Summary Report that assesses the risk and potential liability of any policies, procedures, programs, and services that are not ADA compliant.
2. Develop a Public Outreach Plan for various stakeholders
  - Coordinate on-site public forums and workshops at the Town's request.
  - Solicit public input by inviting community representatives to participate in the evaluation process and document a summary of public input.
3. Conduct an evaluation of all relevant public facilities
  - Provide survey methodology and a schedule for project deliverables.
  - Conduct a comprehensive review of the Town's facilities (see Attachment A for scope of project facilities) to identify any ADA compliance issues.
  - Provide a detailed analysis of the data.
  - Provide data results and analysis in a consolidated database.
  - Produce a Summary Report describing the overview of the process and standards used for data collection, analysis, and the procedure for assigning priorities and milestones.
4. Develop a transition plan
  - Provide recommendations to remedy all non-compliant elements of program accessibility (viewed in its entirety), extent of feasibility, and fundamental alteration.
  - Provide probable construction costs (cost estimates) based on current market index.
  - Identify project priorities based on public input and clear metrics.
  - Provide a comprehensive Transition Plan that includes all non-compliant elements, project priorities and probable construction costs.
5. Provide management, monitoring, and tracking tools
  - Provide a fully searchable, sortable, and filterable electronic version of the Executive Summary, Report, Transition Plan and comprehensive database of all evaluated elements that is compatible with commercially available programs such as Microsoft Office.
6. Scope of Areas to be evaluated

	<u>Addresses</u>	<u>Length/Area</u>
<b>Community Parks</b>		
Trupp Park	105 W. Palmer Ave	7.341 acres
Future Park	675 Antelope Drive West	2.67 acres
Civic Center Park	207 Muegge Way	0.52 acres

Centennial Park	100 Hancock Street	0.368 acres
Corridor of Honor Military Memorial	355 S. 1st St	Less than 1/2 acre
Brothers 4 Park	200 Ash St	Less than 1/2 acre
Community Park	6 <sup>th</sup> Street & Palmer Ave	1.80 acres
Field of Dreams	462 8 <sup>th</sup> St	4.567 acres
Bennett Ranch Park	Clydesdale & Appaloosa St	12 acres
<b>Open Space</b>		
Bennett Regional Park & Open Space	600 Antelope Drive West	201.64 acres
Town of Bennet Trail System	Town of Bennett	
<b>Facilities</b>		
Town Hall	207 Muegge Way	9,200 Sq. Ft
Public Works Shop	365 Palmer Ave	5,420 Sq. Ft
North Municipal Complex	905 4th Street	13,000 Sq. F
North Shop	47300 County Road 38	1,692 Sq. Ft.
Muegge House Building	401 S. 1st St	2,025 Sq. Ft
Antelope Hills Maintenance Building	601 Antelope Dr., West	6,000 Sq. Ft
Shared Services Office Building	355 S. 1st St	3,000 Sq. Ft
Wastewater Process Bldg North Shop	47300 County Road 38	2,520 Sq. Ft
North Shop Treatment Basins	47300 County Road 38	10,279 Sq. Ft
Mount View Cemetery	3750 Kiowa-Bennett Road	13.90 acres
<b>Leased out Properties</b>		
Community Center	1100 W. Colfax	6,000 Sq. Ft
Old Town Hall	355 4th St	2,325 Sq. Ft
Old Town Hall Annex Building	355 4th St	840 Sq. Ft
<b>Sidewalks</b>		

Review of existing sidewalks for compliance of ADA Ramp Transition Program	Town Wide	N/A
<b>Town Website</b>		
Review of the Town website for compliance with ADA accessible documents.	N/A	N/A

The following represents the Town's target schedule for the RFP. The Town reserves the right to amend the target schedule at any time.

#### IV PROJECT SCHEDULE

Anticipated milestones for the Project are as follows:

Scope of Work Task	Date of Completion
RFP process completed and firm selected.	December 13, 2022
Kick-off meeting with the Town to discuss the project goals and objectives.	January 2023
Evaluation of Town policies, practices for accessibility	January 2023 – April 2023
Develop public outreach plan for stakeholders	May 2023 – July 2023
Conduct evaluation of all relevant public facilities	July 2023 – September 2023
Develop Self Evaluation and Transition Plan	September 2023 – November 2023
Provide management, monitoring & tracking tools	November 2023
Town of Bennett Board of Trustees Adoption of ADA Self Evaluation and Transition Plan	December 2023
Follow up meetings with Town staff	January 2023 – December 2023

### RFP INSTRUCTIONS

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#### I QUESTIONS ABOUT RFP

All project inquiries regarding this RFP shall be made in writing to Geri Scheidt [gscheidt@bennett.co.us](mailto:gscheidt@bennett.co.us) no later than 10/25/2022 at 2:00 p.m.

#### II AMENDMENTS TO RFP

The Town reserves the right to amend this RFP by an Addendum at any time prior to the date set for receipt of Proposals. Addenda or amendments will be posted on the Town's website as soon as available,

and it shall be the responsibility of the Proposer to obtain all Addenda. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date for receipt of Proposals, an Addendum will be issued announcing the new date.

### III CONTENTS OF PROPOSAL

The Proposal shall contain, at a minimum, the following information:

1. Statements of Qualifications including:
  - i. General firm information including length of time in business
  - ii. Resumes of key project personnel and percent of team that is local
  - iii. Location of key project personnel and availability

Proposed Project team including Project Manager and proposed subcontractors (if any). Include information on subcontractors, including subcontractor personnel who will be working on the project and their specific roles.

Subcontractors are defined as a third party, not directly employed by the Proposer, who shall provide services identified in this RFP. This does not include third parties who provide support or incidental services to the Proposer. The hire, management, and use of subcontractors is the sole responsibility of the Proposer.

2. Approach to completing the Project, including addressing the elements of the Scope of Work contained within this RFP, and any additional anticipated issues and proposed strategies for addressing the issues based on additional insight, capabilities or perspectives of the Proposer.
3. Project descriptions and references from at least three projects with similar size, type, and scope. These projects should demonstrate the experience of the project team and should have been completed during the past five years. The descriptions should include whether the project was completed on time and within budget per the original schedule and budget; any discrepancies should be explained.
4. Proposed Schedule to complete the Project.
5. Detailed, itemized Schedule of Values worksheet, tied to the Scope of Work, and totaling to a lump sum contract amount, but also including key personnel hourly rates, standard crew and equipment rates.
6. Signed copy of the cover page of this RFP (page 1 of this RFP).
7. Completed Pricing Form (form attached).
8. Completed Submission Form (form attached).
9. Completed W-9 Government Form (form attached).

#### IV INSTRUCTIONS FOR SUBMITTING PROPOSAL

One (1) copy of the Proposal shall be submitted via email, hand-delivery or mail to:

Town of Bennett  
Attn: **Geri Scheidt**  
Town Hall  
207 Muegge Way  
Bennett, CO 80102-7806  
Email: [gscheidt@bennett.co.us](mailto:gscheidt@bennett.co.us)

Hand-delivered or mailed Proposals shall be submitted in a sealed envelope and clearly marked with the title of the RFP. Please obtain a written receipt for hand-delivered Proposals.

For emailed proposals, include the RFP title in the subject line. **Please note that email responses are limited to a maximum of 20 MB capacity. It is the sole responsibility of the Proposer to ensure their proposal is received before the proposal deadline. The Town does not accept responsibility under any circumstance for delayed or failed email or mail submittals.**

Proposals received after the proposal deadline shall be considered non-responsive.

#### V MODIFICATIONS TO OR WITHDRAWAL OF PROPOSALS.

Proposals may only be modified in the form of a written notice on company letterhead and must be received prior to the proposal deadline.

Proposals may be withdrawn prior to the proposal deadline. Such requests must be made in writing on company letterhead. Proposals may not be withdrawn after the proposal deadline for a period of ninety (90) calendar days. If a proposal is withdrawn during this ninety-day period, the Town may, at its option, choose not to accept any proposal from the Proposer for a three-year period following the withdrawal.

#### VI EVALUATION CRITERIA

Proposals shall be reviewed and evaluated by Town staff and/or consultants who may request additional information from Proposers or request interviews with one of more Proposers. Final evaluation and selection may be based on, but not limited to any of the following:

- a. Proposal submitted is complete and contains all required items;
- b. Strength and capability of project team; the experience of the project team, working together, in providing similar services; key personnel that will be assigned to the project, and their experience with similar projects;
- c. Project approach and work plan including goals, controls, concepts, and critical issues;
- d. Time frame for completion of the project;
- e. Technical and Price proposal; and

f. Overall responsiveness to the RFP.

<b>DESCRIPTION</b>	<b>SCORE</b>
<b>1. Performance record and references</b>	6
a. Proposer qualifications and experience.	
b. Professional references and summary of the work performed.	
<b>2. Project Approach</b>	9
a. Overall approach to completing the tasks/deliverables within the schedule that meets each element's deadlines.	
b. Proposer staffing plan (i.e., adequate number of staff members and an appropriate mix of staff's qualifications) that includes the key personnel responsible for each deliverable.	
c. A narrative detailing proposed coordination and communication between the Proposer and the Town of Bennett, including community engagement.	
<b>3. Overall impression/responsiveness of proposal</b>	5
a. Organization, clarity, thoroughness, conciseness of the submitted proposal and in person presentation, if applicable.	
<b>4. Price</b> - Not part of initial evaluation, however will be considered as part of the overall proposal submission.	



## TERMS AND CONDITIONS

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1. **Responses to RFP.** All Proposals shall become the property of the Town upon receipt and will not be returned to the Proposer. Selection or rejection will not affect this right. Any confidential/proprietary information submitted in response to this request shall be readily identified, clearly marked and separated from the rest of the response. Co-mingling of confidential/proprietary and other information is not acceptable. Submittals will be handled in accordance with applicable federal and state public records laws and procurement regulations. Neither cost information nor the total Proposal will be considered confidential/proprietary.
2. **Rejection Rights.** The Town reserves the right to reject all Proposals and re-solicit if deemed by the Town to be in its best interests, and to abandon the Project and this RFP at any time for any or no reason. The Town is not obligated to accept the lowest cost proposed, is not obligated to accept any Proposal, and will make its determination based on the best interests of the Town.
3. **Other Conditions; Reservation of Rights.** This is a solicitation and not an offer to contract. The provisions in this RFP and any procurement or purchasing policies or procedures of the Town are solely for the fiscal responsibility of the Town and confer no rights, duties, or entitlements to any party submitting responses to this solicitation. The Town reserves the right to issue clarifications and other directives concerning this RFP, to make and issue modifications to the RFP schedule; to require clarification or further information with respect to any response or Proposal received; to waive any informalities or irregularities; and to determine the final scope and terms of any contract, and whether to enter any contract. The provisions herein confer no rights, duties or entitlements to any Proposer.
4. **Proposer's Responsibilities.** Proposer shall make all investigations necessary to thoroughly inform themselves regarding the Project and are expected to examine the drawings, specifications, schedule of delivery, and all instructions. Failure to do so is at the risk of the Proposer.
5. **Costs of Response Preparation and Other Charges.** Proposers are solely responsible for all costs of preparing their proposals and participation in this RFP, and the Town assumes no responsibility for payment of any expenses incurred by a Proposer as part of this process. For the selected firm, no reimbursement will be made by the Town for any costs incurred prior to full execution of a contract and issuance of written notice by the Town to commence Project services.
6. **Agreement Required.** A written agreement will be required between the Town and the selected Proposer, which agreement will be in the form and substance required by the Town. A sample agreement is included with this RFP, but the Town reserves the right to modify the terms and conditions thereof. The agreement shall include insurance requirements for both general liability and errors and omissions.
7. **Taxes.** Proposers shall not include federal, state, or local excise or sales taxes in prices offered, as the Town is exempt from payment of such taxes. Town tax identification numbers will be

made available to the selected contractor.

- 8. Pricing.** Proposers may offer a discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making the award. Proposers are encouraged to provide their prompt payment terms in the space provided on the Pricing Form. If no prompt payment discount is being offered, the Proposer shall enter a zero (0) for the percentage discount to indicate net thirty days.
- 9. No Collusion.** The Proposer, by affixing its signature to this RFP, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the Town. The Proposer also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the Town's public procurement process, all Proposers are hereby placed on notice that any and all Proposers who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.
- 10. Elimination from Consideration.** A Proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the Town upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the Town. A Proposal 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 Town, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.
- 11. Equal Opportunity.** The Town intends and expects that the contracting processes of the Town 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 Town 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.
- 12. Insurance**  
The Contractor shall not commence work under the Agreement until it has obtained all insurance required by the contract documents and such insurance has been approved by The Town of Bennett. 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 the Agreement, the Contractor must maintain the insurance coverage required.

## SPECIAL TERMS AND CONDITIONS

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**COMPETENCY OF CONTRACTORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED:** Pre-award inspection of the Proposer's facility may be made prior to award of contract. Responses will only be considered from Proposer which have been engaged in the business of performing services as described in this RFP for a minimum period of five (5) years prior to the date of this RFP. The Proposer must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town. The Town reserves the right, before awarding the contract, to require a Proposer to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Proposer, including past performance and experience with the Town) in making the award in the best interests of the Town.

**QUALIFICATIONS OF CONTRACTOR:** The Town may make such investigations as deemed necessary to determine the ability of the Proposer to perform work, and the Proposer shall furnish all information and data for this purpose as the Town requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The Town reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Town that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

**NON-APPROPRIATION:** Pursuant to C.R.S. § 29-1-110, as amended, financial obligations of the Town after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. Any contract entered with respect to this project will provide that it is automatically terminated on January 1<sup>st</sup> of the first fiscal year for which funds are not appropriated. The Town shall give the Proposer or written notice of such non-appropriation.

**MATERIAL PRICED INCORRECTLY:** As part of any award resulting from this process, Proposer(s) will discount all transactions as agreed. In the event the Town discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Proposer (s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

**JOINT VENTURES ARE ENCOURAGED.** The Proposer 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 Proposer shall maintain records demonstrating its compliance with this article and shall make such records available to the Town upon the Town's request.



**PRICING FORM**

**PRICING (FOR EACH PARTICIPANT)**

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1			Kick-off meeting to discuss project goals & objectives		\$0.00
2			Evaluation of Town policies, practices for accessibility		\$0.00
3			Develop public outreach plan for stakeholders		\$0.00
4			Conduct evaluation of all relevant public facilities		\$0.00
5			Develop Self Evaluation & Transition Plan		\$0.00
6			Provide management, monitoring & tracking tools		\$0.00
7			Presentation to Town Board adoption of ADA Self Evaluation & Transition Plan		\$0.00
8			Follow up meetings with Town staff		\$0.00
9					\$0.00
10					\$0.00
			<b>Total</b>		<b>\$0.00</b>

**Not to Exceed Total:**

**Binding Proposal**

By providing a response to this RFP, Proposers are bound to providing the proposed goods/services at the costs and rates quoted in their proposal for the length of the award period.

## SUBMISSION FORM

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**SUBMISSION:** It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett  
207 Muegge Way  
Bennett, CO 80102

Attn: Geri Scheidt  
Town Safety Officer  
RFP: 22-016 ADA Self Evaluation and Transition Plan

Does your proposal comply with all the terms and conditions? If no, indicate exceptions YES / NO

Does your proposal meet or exceed all specifications? If no, indicate exceptions YES / NO

State percentage of prompt payment discount, if offered \_\_\_\_\_ %

State total bid price (include all items bid) \_\_\_\_\_

State total bid price with discount \_\_\_\_\_

**The Town of Bennett must have on file a completed W-9 prior to do business with Contractors. Please submit the attached form with your Proposal.**