



NOTICE

**REQUEST FOR PROPOSALS (RFP)
For Facility Security Assessment
Proposals Due: March 8, 2019 @ 2:00 p.m.**

INTRODUCTION

The Town of Windsor ("Town") is requesting proposals from qualified individuals or firms to provide security assessments for four Town facilities. Work includes providing assessment reports, and developing a security master plan including the implementation plans and estimated physical security upgrade costs for recommended improvements resulting from the study. The comprehensive security report must address the security risks and requirements of each particular site.

Overview of timeline and proposal format:

Five (5) copies of each proposal shall be submitted per the RFP and one PDF on a USB drive.

The Town of Windsor will receive proposals in response to this RFP until 2:00 pm, MST on March 8, 2019. Proposals received after that time will not be reviewed. Proposals must be in a sealed envelope plainly marked with the project name "Town of Windsor Facility Security Assessment RFP", and shall be addressed as follows:

Jaci Kremser, Risk Manager
922 N. 15th Street
Windsor, Colorado 80550

Questions may be submitted to jkremser@windsorgov.com by 5:00 pm February 22, 2019.

Town staff will respond to questions by March 1, 2019 via email to the application contact.

Interviews of selected applicants selected for an interview beginning the week of March 18, 2019.

Anticipate final selection the week of March 25, 2019, and contract approval in mid-April, 2019.

REQUEST FOR PROPOSALS FOR Facility Security Assessment

I. INTRODUCTION

1. General

The Town of Windsor (the “Town”) Town Hall is located at 301 Walnut Street, Windsor, CO 80550. The Town is a community of approximately 30,000 residents. The Town is a home-rule municipality with six board members, and a Town Manager and Mayor form of government.

2. Background

The Town has never contracted for these services.

3. Objectives

The goal is to contract with a qualified individual or firm to provide facility security assessment services and a master plan for four properties in the Town; a Risk Matrix based on criticality of addressing security measures will be included in Phase 1 and will include specific recommendations. Additional services may be completed as additional Phases.

4. Contract Period

Phase I of the Facility Security Assessment Services work shall include a Security Master Plan for four sites to be complete on or before July 1, 2019, or as otherwise negotiated. At the Town’s option, and under the same contract terms and conditions contained here, the Town may choose to contract with the consultant for future Security Master Plan updates or future Phases as is necessary to meet the needs of the Town.

II. STATEMENT OF WORK

The actual services to be performed will be determined by the Town, to include—but not limited to—the following areas:

The Town is requesting submittals for a board certified, independent and non-product affiliated security consulting firm credentialed through the American Society for Industrial Security International (ASIS) to perform a security risk assessment for the following Town facilities:

- Town of Windsor Town Hall – 301 Walnut Street
- Town of Windsor Community Recreation Center – 250 N. 11th Street
- Town of Windsor Police Department – 200 N. 11th Street
- Town of Windsor Public Works Campus – 922 N. 15th Street

The proposal includes developing a security master plan including implementation and potential physical security upgrade costs for recommended improvements resulting from the study.

1. Deliverables

Vendor must deliver a comprehensive security report that addresses the security risk based on requirements of each particular site. The assessment should, at a minimum, include the following:

- A security threat assessment which will
 - Identify security related threats from internal and external sources for during and after operating hours
 - Crime analysis
 - Identification of critical assets and pair most likely threats to identify most likely security scenarios on which to base the security program, analyze vulnerabilities, assess impacts of threat scenarios, identify actions that mitigate risk and provide an analysis of mitigation actions

- NOTE – Assessment should not include the electronic infrastructures – i.e. computer and communication systems
- A review of security staffing models and staffing levels at each site
- A review of Incident reports for the past two years
- A physical evaluation of each site during and after operating hours
- Review of current security systems (e.g. access control, intrusion detection, video surveillance, lock and key control)
- Interviews with staff
- A physical evaluation of areas surrounding the buildings including service areas, parking lots
- Current security related policies and procedures
- Current security training
- Security related emergency response documents
- Mass notification capabilities

The consultant will deliver a Security Risk Assessment Report including cost estimates which will provide recommendations for:

- Technical and physical security measures to mitigate or reduce risk to staff, information and physical assets (facilities) including specifications for any recommended system installations
- Security Awareness programs intended to reduce victim assisted crimes
- Modifications to existing policies and procedures as appropriate
- Initial incident response measures for security driven events
- Phased Implementation strategies with detailed security design cost estimates for recommended measures
- At least two presentations to management and other stakeholder groups to review findings and recommendations

2. Qualifications – the Consultant shall:

- Be independent and non-product affiliated
- Have no fewer than five years of experience in performing security assessments and technical security designs for municipal facilities – reference checks may be used in evaluation of proposals
- Maintain the minimum insurance requirements stated elsewhere
- Present sufficient qualified personnel to carry out the project in a timely fashion
- Demonstrate experience in conducting security work for government institutions of similar or larger size and scope
- Have experience with security system design and cost estimating
- Be certified by the American Society for Industrial Security as a Certified Protection Professional (CPP) or Physical Security Professional (PSP) or a Certified Security Consultant (CSC).
- The firm submitting the proposal **shall not** be in the business of selling security systems hardware or guard services

III. EXAMINATION OF SITE

Before submitting a proposal, each bidder should (a) visit the site or sites to familiarize him/herself with local conditions that may, in any manner, affect cost, progress or performance of the work; and (b) familiarize him/herself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work.

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

Site access will be limited to normal working hours unless otherwise provided or directed by the Risk Manager.

IV. PROPOSAL SUBMISSION AND EVALUATION CRITERIA

1. Proposal Submission

Submit one (1) proposal marked “original” and four (4) additional printed copies, for a total of five (5) complete sets to:

Address: Town of Windsor
Jaci Kremser, Risk Manager
922 N. 15th Street
Windsor, CO 80550

PROPOSAL DUE DATE: Friday, March 8, 2019 by 2:00pm Our Clock. No Exceptions

MARK OUTSIDE OF ENVELOPE: Facility Security Assessment RFP

2. Evaluation Criteria

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline described below and—at a minimum—contain the requested information.

Firms will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in this RFP. Submittals should be formatted to correspond exactly to the bullets. Indexes for each of the categories are preferred, in the same order. Additional relevant information is encouraged, though proposals should not exceed 75 letter-sized pages in length.

Omissions or incomplete responses in terms of content or aberrations in form may, at the Town’s discretion, render the proposal non-responsive. If you would like to incorporate the Town logo in your submittal, please contact: Kimberly Overholt, via email: koverholt@windsorgov.com.

Submit the following information in your proposal, in this order:

Signature Page and Forms

- a) Proposer Information and Addendum Acknowledgement
- b) Illegal Alien Form
- c) Non-Discrimination Assurance Form
- d) Non-Collusion Affidavit
- e) Vendor Qualifications

Responsiveness and Qualifications of the Firm (30%)

- a. Return of all required information and forms
- b. Years in business
- b) Office locations

- c) Number and certifications of staff
- d) Services offered
- e) Approach outlined in the proposal indicates a clear understanding and ability to provide the required services

Relevant Experience and Project Methodology (30%)

- a) Summary of at least four comparable projects in similar environments
- b) Specific contact/reference information provided for the four projects summarized
- c) Methodology for conducting risk assessment
- d) Methodology for providing security design cost estimates
- e) Resumes of personnel to be assigned to the project
- f) Provide a proposed schedule, and anticipated delivery dates of deliverables

Security System Design Experience (20%)

- a) Provide examples of security system designs
- b) Identify any foreseeable problems in the performance of the assessment

Fee Schedule (20%)

- a) Fees proposed are negotiable
- b) Fees shall include all labor, transportation, tools, equipment, expenses (travel and otherwise), and any other costs incurred by the Consultant

The Town reserves the right to accept other than lowest proposed price, as may be determined to serve the best interest of the Town.

V. ADMINISTRATIVE AND OFFEROR INFORMATION

1. PROPOSAL OPENING, EVALUATION, AND AWARD

There is no public opening. Names of each proposer will be posted on the Town website. Proposals will be examined after opening, and will be evaluated on the basis of the evaluation criteria. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the Town and not necessarily on the basis of lowest price. The Town reserves the right to make multiple awards if deemed in the best interest of the Town. No proposal may be withdrawn for a period of sixty (60) calendar days of the Proposal Opening date. The Town reserves the right to award the contract to the next most qualified consulting firm if the selected firm does not execute a contract within fifteen (15) days after the award of the proposal.

2. SALES AND USE TAXES

Do not include sales or use tax in your proposal, as the Town of Windsor is exempt from Town, County, State, and Federal sales and excise taxes. Certificates will be issued upon request.

3. PROPOSER QUALIFICATIONS

No proposal shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to the Town of Windsor, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the Town, or that is deemed irresponsible or unreliable by the Town. If requested, proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply or service bid upon and that they have the necessary financial resources to provide the proposed supply or service.

4. RIGHT TO INVESTIGATE

The Town reserves the right to investigate and confirm the proposer's financial responsibility. This may include financial statements, bank references, and interview with past consultants, employees, and creditors. Unfavorable responses to these investigations are grounds for rejection of the proposal.

5. NO COMMITMENT BY THE TOWN OF WINDSOR

This Request for Proposals does not commit the Town of Windsor to award any costs or to pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies. In acceptance of proposals, the Town reserves the right to negotiate further with one or more of the contractors as to any features of their proposals, and to accept modifications of the work and price when such action will be in the best interest of the Town. This includes solicitation of a best and final offer from one or more of the proposers.

6. PROPOSAL REPRESENTATION

Each proposer must sign the proposal and shall give his or her full business address on the form provided in this proposal. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind it in the matter and shall have the corporate seal affixed thereto.

7. ANTI COLLUSION CLAUSE

No officer or employee of the Town of Windsor, and no other public official or employee who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest—direct or indirect—in any contract or negotiation process thereof. The above compliance request will be part of all Town of Windsor contracts for this service.

8. INSURANCE

The successful proposer shall, during the term of this Agreement and until completion thereof, provide and maintain the following types and minimum insurance coverage, as follows:

Type of Insurance	Minimum Limits of Liability
Worker's Compensation, Coverage A	Statutory, including occupational disease coverage for all employees, statutory in conformance with the compensation Laws of the State of Colorado.
Employer Liability, Coverage B	\$500,000 per person \$500,000 per accident \$500,000 each disease
Comprehensive General Liability	\$1 million per occurrence \$2 million aggregate
Professional Liability (errors and omissions)	\$1,000,000 each occurrence
Comprehensive Automotive Liability (owned, hired, and non-owned vehicles) <ul style="list-style-type: none">Bodily InjuryProperty Damage	\$1 million per occurrence \$1 million per occurrence
<i>The Town of Windsor shall be named as additional insured on all liability policies. Insurance shall include provisions preventing cancellation without 30 days prior notice by certified mail to the Town.</i>	

The successful proposer shall effect the insurance policies in a company or companies and in a form satisfactory to the Owner. Before commencing any performance under the Agreement, successful proposer shall deliver to the Town certificates of insurance issued by the insurance company and/or its duly authorized agents, pertaining to the aforementioned insurance and certifying that the policies stipulated above are in full force and effect.

Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Agencies may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C.R.S., as amended.

Workers' Compensation Insurance

The contractor shall provide workers' compensation insurance for all persons employed to perform work to be done under the contract, and assure that all workers will receive compensation for compensable injuries.

Professional Liability Insurance (Errors and Omissions)

Evidence of professional liability insurance will be required upon award of this project.

9. LAWS AND REGULATIONS

All applicable State of Colorado and Federal laws, Town and County ordinances, licenses and regulations shall apply to the award throughout, and herein incorporated here by reference.

10. SUBCONTRACTING

No portion of this proposal may be subcontracted without the prior written approval of the Town.

11. SALES PROHIBITED / CONFLICT OF INTEREST

No officer, employee, or member of Town Board shall have a financial interest in the sale to the Town of any real or personal property, equipment, material, supplies, or services—where such officer or employee exercises (directly or indirectly) any decision-making authority concerning such sale, or has any supervisory authority over the services to be rendered. Soliciting or accepting any gift, gratuity favor, entertainment, kickback, or any items of monetary value from any person who has or is seeking to do business with the Town of Windsor is prohibited.

12. MODIFICATION OF AGREEMENT

No modification of award shall be binding upon the Town, unless made in writing and signed by authorized agents of both parties.

13. CANCELLATION

Either party may cancel the award in the event that a petition—either voluntary or involuntary—is filed to declare the other party bankrupt or insolvent, or in the event that such party makes an assignment for the benefit of creditors.

14. TERMINATION OF AWARD FOR CAUSE

If through any cause the successful proposer shall fail to fulfill in a timely and proper manner its obligations, or if the successful proposer shall violate any of the covenants, agreements, or stipulations of the award, the Town shall thereupon have the right to terminate the award by giving written notice to the successful proposer of such termination—specifying the effective date of termination. In that event, all finished or unfinished services, reports, or other materials prepared by the successful proposer shall—at the option of the Town—become its property, and the successful proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, or prepared documents/materials furnished.

Notwithstanding the above, the successful proposer shall not be relieved of liability to the Town for damage sustained by the Town by virtue of breach of the award by the successful proposer, and the Town may withhold any payments to the successful vendor for the purpose of set-off, until such time as the exact amount of damages due the Town from the successful proposer is determined.

15. TERMINATION OF AWARD FOR CONVENIENCE

The Town may terminate the award at any time by giving written notice to the successful vendor of such termination (specifying the effective date thereof) at least thirty (30) working days before the effective date of such termination. In that event all finished or unfinished services, reports, materials(s) prepared or furnished by the successful proposer under the award shall—at the option of the Town—become its property. If the award is terminated by the Town as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material of compensation previously made. If the award is terminated due to the fault of the successful proposer, termination of award for cause relative to termination shall apply.

16. EQUAL OPPORTUNITY

The successful firm will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, or physical handicap.

It shall be a condition that any company, firm, or corporation supplying goods or services must be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be required, upon request, by the Town.

17. DISADVANTAGED BUSINESS ENTERPRISES

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. As a recipient of Federal funds, subject to United States Department of Transportation Title VI Regulations at 49 CFR Part 21 the Civil Rights Act of 1964, the Town of Windsor and its responsible agents, contractors and consultants assure that no person shall on the grounds of race, color or national origin be excluded from participation in the opportunity to bid, or be discriminated against in consideration of award of this project. The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, 49 CFR Part 21.

18. COMMON LANGUAGE

Unless otherwise specified in this document, all words shall have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender. The words “firm,” “bidder,” “vendor,” “contractor,” “consultant,” and “proposer” refer to any person, partnership, corporation, or other entity.

19. PROPRIETARY INFORMATION

The evaluation committee will hold information provided by proposers during the RFP process in confidence until the date of an award. After that date, proposals will become public record. Proposers may request parts of their proposals to remain confidential and shall indicate as such in the proposal and on the appropriate proprietary or financial pages. All information included in any proposal that is of a proprietary nature must be clearly marked. The Town shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm. An entire proposal shall not be considered proprietary.

20. COMPETITIVENESS AND INTEGRITY

The Risk Manager maintains control of its internal and third-party communications during the procurement process to prevent biased evaluations and compromises of confidential information, and to preserve the competitiveness and integrity of such procurement efforts. Proposers should not disclose their pricing to any employees of the Town other than the contract representative. Attempts by proposers to establish informal communication channels regarding this procurement will be viewed negatively, and shall result in rejection of the offending firm's offer.

21. PROPOSAL FORMAT

All responses to this Request for Proposal shall use the respondent's format, except for those pages which have blanks to be filled in by the respondent, or those pages marked for return with proposal. A proposal can be rejected by the Town if the submitting firm fails to completely fill in all blanks for evaluation of the proposal, or fails to answer all questions. Proposal should be submitted initially on the most favorable terms. All proposals shall be prepared in a comprehensive manner as to content; however, no necessity exists for expensive binders or promotional materials. All costs—including travel and expenses incurred in the preparation of this proposal—shall be borne solely by the proposer.

22. PROPOSAL REJECTION AND / OR PARTIAL ACCEPTANCE

The Town reserves the right to the following:

- Reject any and all proposals.
- Accept other than the lowest price.
- Waive minor defects or technicalities, formalities, and informalities.
- Accept in whole or in part such proposal where it is deemed advisable.
- Make an award on the basis of the apparent greatest benefit to the Town of Windsor..
- Alter the scope of work reasonably and RFP documents until a contract is executed.

23. GOVERNING LAW

The laws of the State of Colorado shall govern any contract executed between the successful contractor and the Town. Further, the place of performance and transaction of business shall be deemed to be in the County of Weld, State of Colorado. In the event of litigation between the parties with respect to this RFP, the exclusive venue and place of jurisdiction the state courts of Colorado, sitting in Weld County

24. TAXES AND LICENSES BY THE AWARDED CONTRACTOR

The contractor shall promptly pay—when they are due—all taxes, excises, license fees, and permit fees of whatever nature applicable to work which it performs under this agreement, and shall take out and keep current all required municipal, County, State or Federal licenses required to perform this work. Additionally, the contractor shall furnish the Town—upon request—duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and taxes. Contractor shall promptly pay—when due—all bills, debts, and obligations it incurs performing work under this agreement, and to allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by the Town.

25. OWNERSHIP OF CONTRACT PRODUCTS

All products produced from the awarded contract shall be the sole property of the Town.

26. FUNDING

The Town has appropriated sufficient funding for the work in its 2019 Fiscal Year Budget.

27. INDEMNIFICATION

The consultant agrees to indemnify, defend, and to hold the Town and its agents, officials, officers and employees harmless for, from and against any and all claims, suits, expenses, damages, or other liabilities including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons to the extent caused by the negligent performance or failure of the consultant to provide services pursuant to the terms of this agreement.

28. INDEPENDENT CONTRACTOR

The consulting firm is an independent contractor. Notwithstanding any provision appearing in this RFP, all personnel assigned by the firm to perform work under the terms of this RFP and any subsequent agreement shall be—and remain at all times—employees or agents of the firm for all purposes. The firm shall make no representation that it is the employee of the Town for any reason.

29. EMPLOYMENT OF LABOR

The Consultant and each of the approved sub-consultants shall hire qualified workers for the project who are citizens of the United States or legal resident aliens with first preference being given, insofar as practicable, to those having served in the armed forces of the United States and having been honorably discharged or released from active duty therein.

The Consultant shall employ only competent persons to do the work, and whenever requested in writing by the Town Representative, the Consultant shall discharge any person who commits trespass or in, in the opinion of the Town Representative, disorderly, dangerous, unfaithful, insubordinate, incompetent or otherwise unsatisfactory.

30. DUE DILIGENCE

Due care and diligence has been used in the preparation of this information and it is believed to be substantially correct. The responsibility, however, for determining the full extent to the exposure and the verification of all information shall rest solely with the proposer. The Town is not responsible for any errors or omissions in the specification, or for the failure on the part of the proposer in determining the full extent of exposure.

31. DEBRIEFING

After the project award has been made, vendors may contact the Town's Risk Manager to request a debriefing on the selection process, as well as a discussion of the strengths and weaknesses of their firm's proposal.

32. SECURITY ACCESS CARDS

The Town will issue visitor cards to assigned workers. Assigned workers will be escorted at the various sites being assessed.

33. SAMPLE AGREEMENT

A sample agreement is provided in the RFP documents for informational purposes only. Do not complete or enclose with your submitted proposal.

THANK YOU FOR YOUR INTEREST IN DOING BUSINESS WITH THE TOWN OF WINDSOR.



**Facility Security Assessment RPF
PROPOSER INFORMATION**

FEIN / SSN (Required) _____
Federal ID number

COMPANY NAME _____

ADDRESS _____

TOWN _____ STATE _____ ZIPCODE _____

PHONE _____ FAX _____

AUTHORIZED SIGNATURE _____
REQUIRED—MUST BE IN INK

PRINTED NAME _____

TITLE _____ EMAIL _____

PROPOSER IS RESPONSIBLE FOR FOLLOWING UP ON ALL ADDENDA

POINT OF CONTACT: Jaci Kremser, Risk Manager, jkremser@windsorgov.com; fax 970-674-2456

DO NOT CONTACT THE REQUESTING DEPARTMENT OR MEMBERS OF THE EVALUATION COMMITTEE

Signature acknowledges that proposer:

- 1) Has read the RFP documents thoroughly prior to submitting a proposal,
- 2) Will fulfill the obligations in accordance to the scope of work or specifications, terms, and conditions,
- 3) Is capable of performing quality work to achieve the Town objectives, and
- 4) Is submitting without collusion with any other individual or firm.

Bidder must complete and SUBMIT this form with your bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified

**TOWN OF WINDSOR, CO
CERTIFICATION STATEMENT FOR
ILLEGAL ALIENS, COMPLIANCE TO HB 1343**

The vendor, whose name and signature appear below, certifies and agrees as follows:

1. The vendor shall comply with the provision of CRS 8-17.5-101 et seq.
2. The vendor shall not knowingly employ or contract with an illegal alien to perform this work, or enter into a contract with a subcontractor who knowingly employs or contracts with an illegal alien.
3. The vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b)(I).
4. The vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the Town may terminate an award for breach of contract, and the vendor shall be liable for actual and consequential damages to the Town of Windsor.

CERTIFIED and AGREED to this _____ day of _____, 20____

RFP TITLE: _____

FIRM SUBMITTING PROPOSAL: _____
(print full legal name)

Authorized Signature: _____

Printed Name: _____

Attestation: (a corporate attestation is required)

Place Corporate seal here, if applicable

BY: _____
(Corporate secretary, or equivalent)

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified

TOWN OF WINDSOR, CO
NON-DISCRIMINATION ASSURANCE FORM
TITLE VI REGULATIONS AT 49 CFR PART 21

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin by any entity receiving Federal financial assistance.

The Town of Windsor is a recipient of Federal financial assistance and as such, it—as well as all of its responsible agents, contractors and consultants—is required by the United States Department of Transportation Title VI Regulations at 49 CFR Part 21 (the Regulations) to assure nondiscrimination. The Town of Windsor assures that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, or national origin under any program or activity conducted by the Town.

All bidders are hereby notified that the Town of Windsor will affirmatively ensure that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. This applies to all solicitations for bids for work or material subject to the Regulations, and for all proposals for negotiated agreements.

The bidder, whose name and signature appear below, certifies and agrees as follows:

1. The bidder shall comply with the provisions of Title VI of the Civil Rights Act of 1964.
2. The bidder assures the Town of Windsor that disadvantaged business enterprises are afforded full opportunity to submit bids as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color or national origin in consideration for award.
3. The bidder shall comply with all reasonable requests made in the course of an investigation of Title VI, the Regulations and this assurance by the Colorado Department of Transportation, the US Department of Transportation or the Town of Windsor, as a sub-recipient of Federal financial assistance.
4. The bidder agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, the Regulations and this assurance.

FIRM: _____
(Print full legal name of company)

AUTHORIZED SIGNATURE: _____

Printed Name and Title: _____

Date Certified and Agreed: _____

Attestation: (A corporate attestation is required)

Place corporate seal below:

BY: _____
Corporate Secretary or Equivalent

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified

**TOWN OF WINDSOR, CO
NON-COLLUSION AFFIDAVIT
Facility Security Assessment RFP**

COMPANY SUBMITTING BID _____

STATE OF: _____

COUNTY OF: _____

_____ of lawful age, being duly sworn, on oath says that (s)he is the agent authorized by the Bidder to submit the attached bid. Affidavit further states that the Bidder has not been a party of any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or any Federal, State or Municipal official or employees as to quantity, quality, or price in the prospective Contract, or any other items of said prospective Contract; or in any discussions between bidders and any Federal, State or Municipal official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

NAME _____

TITLE _____

Subscribed and sworn to before me this _____ day of _____, 2019

NOTARY PUBLIC SIGNATURE

My Commission Expires:

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified

TOWN OF WINDSOR, CO
VENDOR QUALIFICATION FORM
Facility Security Assessment RFP

The following information is considered the minimum required to evaluate the qualifications of vendors intending to provide services for the Town of Windsor. Any additional information the vendor feels is pertinent, or which clarifies items below, is welcome and may be attached.

The Town will contact previous clients and references as a part of the evaluation process; thus, letters of reference may shorten the evaluation period, if they are attached to this form.

1. **Name of firm:** _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Principal in Charge: _____

Email: _____

Type of business organization:

Sole Proprietorship _____ Corporation _____

Partnership _____ Limited Partnership _____

State in which incorporated: _____ Joint Venture _____

Name, position, and address of contact person regarding the information on this form:

Number of years your firm has done business under current name: _____

Previous firm names and / or partnerships (or firms you have had any interest in), and number of years of each name:

2. **Attach a list of references for similar work performed by your firm. For each reference indicate the following:**

- Original contract bid amount
- Owner (address, telephone number, contact name and email address)
- A short description of services provided

3. List number and type of employees available for Town contract work. Specify type of work normally done by your forces, and type of work you normally subcontract.

4. Have you ever terminated or abandoned any work prior to completion, or had work completed by others?

No ____ Yes ____

If yes, describe the situation:

5. Has your firm—or any firm you have had any interest in—ever been debarred or prohibited from contract work with any government or private institution?

No ____ Yes ____

If yes, describe the situation:

Town Staff will evaluate all qualification forms. The evaluation will include the following:

- Verification of statements and information provided
- Ability to perform work of similar nature
- Financial stability and capability
- Any pattern of controversy, poor management, delayed claims, late completion, inferior service or equipment, or other undesirable characteristics

This qualification process is not intended to restrict competition. The intent is to protect the Town's legitimate interests by ensuring that vendors are competent, capable of quality work, and financially able to complete the work awarded.

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified



PROFESSIONAL SERVICES AGREEMENT (Facility Security Assessment)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of April, 2014, by and between the Town of Windsor, a Colorado home rule municipality ("Town") and [name of contractor entity, state of organization] ("Contractor").

RECITALS

WHEREAS, the Town desires to have a Facility Security Assessment ("Assessment") prepared; and

WHEREAS, Contractor is in the business of preparing evaluations of this type and purpose; and

WHEREAS, Contractor has acknowledged its willingness to undertake the preparation of Assessment for the Town; and

WHEREAS, the Town wishes to authorize Contractor to undertake the preparation of the Assessment under the terms and conditions set forth herein; and

WHEREAS, the execution of this Contract serves as Notice to Proceed with the Assessment.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS, THE PARTIES AGREE AS FOLLOWS:

I. Scope of Work.

The Scope of Work includes the preparation of the Assessment in accordance with the tasks, assignments and responsibilities outlined on **Exhibit A**, attached hereto and incorporated herein by this reference.

NOTE: Exhibit A generally consists of the Town's RFP and the successful bidder's proposal in response.

II. Project Commencement, Progress and Completion.

A. Contractor shall commence the project upon the execution of this Agreement. The Assessment shall be substantially completed by [completion date], subject to extensions as may be approved by the Town.

B. The project shall be considered complete when all work has been completed, the final version of the Assessment has been approved and accepted by the Town, and all claims for payment of services by Contractor have been settled in accordance with the terms and conditions set forth in Section V below.

III. Relationship of Contractor to Town.

A. Contractor acknowledges that it, its employees and sub-contractors, if any, are in the relationship of independent contractor, and not as employees of the Town. Nonetheless, Contractor accepts the relationship of trust and confidence established between it and the Town by this Agreement. Contractor covenants with the Town to furnish its best skill and judgment and to assure its services are undertaken and completed as contemplated herein.

B. The Town's Project Manager for all purposes under this Agreement is Jaci Kremser, Risk Manager, and all communications from Contractor to Town arising out of this Agreement shall be directed to Ms. Kremser's attention, except as she may otherwise specifically designate.

IV. Representations of the Parties.

A. Contractor's Representations.

Contractor has the requisite experience, training, personnel and resources to complete the Assessment within the time frames set forth herein, and in accordance with the tasks outline within **Exhibit A**.

The Contractor has familiarized itself with the nature and the extent of this Agreement, the nature of the project, and applicable federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.

B. Town's Representations.

The Town is a home rule municipal corporation, governed by the laws and Constitution of the State of Colorado. The Town has appropriated the funds from which payment to Contractor will be made in accordance with this Agreement.

The Town has appropriated sufficient funds for the performance of the work in its 2019 Fiscal Year Budget.

V. Payments to Contractor.

A. Project Budget.

Contractor agrees to perform the services described in Exhibit A for a sum [fixed sum/not-to-exceed sum as applicable] as full payment for the performance of the services described in **Exhibit A** as contemplated under this Agreement.

B. Budget by Task and Staff Level.

All tasks by Contractor shall be assigned and performed in accordance with the terms set forth in **Exhibit A**.

C. Invoices.

By the fifteen (15th) day of each month, Contractor shall submit a detailed invoice to the Town for all work performed in the previous calendar month. Said invoices shall include:

1. Names, titles and hourly rates of each individual performing each specific line item associated with a task;
2. Hourly amounts to the nearest one-quarter ($\frac{1}{4}$) of an hour for each such task that was performed;
3. Any costs associated with any tasks performed by a subcontractor, with all such costs including the detailed cost breakdowns shown in subparagraph 2 above; and
4. An itemized breakdown of all costs associated with local travel and/or miscellaneous direct costs.

VI. Deliverables.

In addition to ongoing status reports required as described in **Exhibit A**, Contractor shall also deliver electronic copies of all draft reports and an electronic copy of the final Assessment to the Town.

VII. Ownership of Documents.

All documents, reports, data, work products, versions of the Assessment, etc. shall become the property of the Town.

VIII. Indemnification.

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the work contemplated herein, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

IX. Insurance and Bonds.

A. Contractor shall not commence work under this Agreement until it has presented Certificates of Insurance as required by sub-section IX (C) below, confirming it has obtained all insurance and bonds required by this Section IX, and with the minimum insurance coverage as follows:

(1) Workers' 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 any work called for under this Agreement.

(2) 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.

(3) Professional Liability (errors and omissions) coverage, ONE MILLION DOLLARS (\$1,000,000) each occurrence.

B. The Comprehensive Automobile Liability insurance required above shall be endorsed to include the Town as additional insured's. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of Insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify this project and shall

provide that the coverage 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 Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D Failure on the part of the Contractor to procure or maintain policies as provided herein shall constitute a material breach of contract upon which the Town may immediately terminate this Agreement, 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 Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.

X. Costs and Attorneys' Fees.

In the event of litigation enforcing or interpreting the terms of the within Agreement, each party shall bear its own attorney fees and costs of suit, regardless of "prevailing party" status. Nothing in this Section X shall be deemed a waiver of any constitutional or statutory protections afforded to municipal governments under Colorado law.

XI. No Assignment.

This Agreement shall not be assigned by the Contractor without the prior written approval of the Town. However, Contractor shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractor's rights and duties hereunder.

XII. Termination.

Either party may terminate this Agreement upon written notice to the other, which termination shall not take effect for a period of thirty (30) days following issuance of such notice. Upon termination and as exclusive compensation to Contractor, Contractor shall be entitled to payment of all undisputed sums accruing for services performed prior to the notification date. Upon payment of such undisputed sums by the Town, the Town shall receive all data, reports, findings and Assessment materials developed by Contractor prior to the notification date.

XIII. Governing Law, Place of Trial.

The parties agree to the exclusive jurisdiction and venue of the state courts of Colorado, sitting in Weld County, in connection with any dispute arising out of or in any matter connected with this Agreement. The parties further agree that the interpretation and enforcement of the within Agreement shall be in accordance with Colorado law.

XIV. Required Colorado Immigration Certification.

PURSUANT TO SECTION 8-17.5-101, C.R.S., *et. seq.*, Contractor by its signature hereto certifies and represents that at this time:

- (i) Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Contract; and

(ii) Contractor will participate in the E-VERIFY program authorized under 8 U.S.C., Section 1324(a), jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, "E-VERIFY Program"), or the Colorado Department of Labor and Employment program established under § 8-17.5-102 (5) (c), C.R.S., in order to confirm the employment eligibility of all employees who are newly-hired for employment within the United States.

Unless the E-VERIFY Program has been discontinued as of the date of this certification, Contractor has confirmed the employment eligibility of all employees who are newly hired for employment in the United States through participation in the E-VERIFY program.

Contractor is prohibited from using the E-VERIFY Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall:

- (i) Notify such subcontractor and the Town within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- (ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

If Contractor violates any provision of this Contract pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Town may terminate this Contract. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of Contractor's violation of Subsection 8-17.5-102, C.R.S.

Contractor acknowledges the enforcement provisions of § 8-2-124, C.R.S., and further acknowledges that employment of illegal aliens in violation thereof may result in loss of Contractor's "business license" as defined therein, together with such other enforcement measures as authorized by law.

WHEREFORE, the parties execute this Agreement on the date first appearing above.

By: _____
Jaci Kremser
Risk Manager

By: _____
[signatory name and title]

ATTEST:

Krystal Eucker, Town Clerk

[seal]

SAMPLE

ATTACHMENT A
FACILITY SECURITY ASSESSMENT RFP

NAME OF FIRM: _____

ADDRESS: _____

CHECK-LIST:

The following information and forms must be included with your submittal, in this order:

- Proposer Information Sheet _____
- Acknowledgment of Addendum (if any) _____
- Illegal Alien Certification Form _____
- Non-discrimination Form _____
- Contractor's Qualification Form _____
- References _____

Please be certain to address the following in your proposal:

- Qualifications _____
- Experience and Project Methodology _____
- Security System Design Experience including proposed schedule _____
- Fee Schedule (Sealed in separate envelope) _____

Please review the sample agreement, but do not include a copy with your proposal submittal.

EXHIBIT A AFFIDAVIT

Only the successful vendor—if an individual or sole proprietor—will be required to complete Exhibit A.

I _____, swear or affirm under penalty of perjury, and under the laws of the State of Colorado, that:

Check only one:

- _____ I am a United States citizen, OR
- _____ I am a permanent resident of the United States, OR
- _____ I am lawfully present in the United States, pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that State law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn Affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under C.R.S. 18- 8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

SIGNATURE

DATE

I, _____ a Town of Windsor employee, observed the identification supplied by the above-named individual and affirm that it appears to be valid and is of the following form:

CHECK ONLY ONE:

- _____ Colorado drivers' license or State-issued identification card
- _____ United States Military or Military dependent's card
- _____ Merchant Mariner Card
- _____ Native American Tribal document
- _____ Valid drivers' license or state-issued identification card bearing applicant's photograph, issued by one of the following (all states are not listed here—only those that verify lawful presence): AL, AZ, AR, CA, CN, DE, DC, FL, GA, D, IN, IA, KA, NJ, NYM, ND, OH, OK, PA, RIM, SC, SD, VA, WV, AND WY
- _____ Certificate verifying naturalized status, issued by an authorized agency of the United States, bearing applicant's intact photograph impressed with the raised, embossed seal of the issuing agency
- _____ Valid immigration documents demonstrating lawful presence, and verified through the Systematic Alien Verification for Entitlements, administered by the United States Citizenship and Immigration Services of the Department of Homeland Security—valid immigration documents as follows:

- Unexpired foreign passport bearing an unexpired “Processed for I-551” stamp or with an attached unexpired “Temporary I-551” visa
- Unexpired foreign passport accompanied by an “I-94” indicating a specific future “until” date
- “I-94” with refugee or asylum status
- Unexpired “Resident Alien” card, “Permanent Resident” card, “Temporary Resident” card, or “Employment Authorization” card

SIGNATURE

DATE

SAMPLE



**EXHIBIT B:
PROFESSIONAL SERVICES BILLING SAMPLE FORM**

SUBMIT TO:
 ACCOUNTS PAYABLE
 TOWN OF WINDSOR
 301 Walnut Street
 Windsor, CO 80550

Date: _____

Town Project Name and Number: _____

Town Contact Name or Department: _____

Period of Service: _____ through _____
 Summary below (see attached reports for further details)

BASIC SERVICE

Task:	Fee Amount:	% Complete:	Fee Earned:	Prior Billing:
TOTAL:				

Fee earned: \$ _____
 Less amount previously billed: \$ _____
 Amount due: \$ _____

ADDITIONAL SERVICES:

Amount due: \$ _____
TOTAL AMOUNT DUE: \$ _____

Vendor's signature: _____

Date: _____

Printed name: _____

Title: _____

Town Department approval (signature of approver): _____

Title: _____

Date: _____