

**AGENDA**  
**PERFORMANCE AND ENGAGEMENT COMMITTEE**  
**WEDNESDAY, MARCH 15, 2017**  
**WOLF CREEK PASS CONFERENCE ROOM**  
**1290 Broadway**  
**→ 5:30 PM ←**

1. Call to Order
2. Summary of March 1, 2017 Performance and Engagement Committee meeting (Attachment A)

**ACTION ITEMS**

3. \*Election of Vice Chair (Attachment B)
4. \*Discussion of establishing an executive director recruitment subcommittee (Attachment C) Roxie Ronsen, Administrative Officer, Administration & Finance

**INFORMATIONAL ITEM**

5. Feedback on search firm request for qualifications (RFQ) draft (Attachment D) Roxie Ronsen, Administrative Officer, Administration & Finance

**ADMINISTRATIVE ITEMS**

6. Report of the Chair
7. Report of the Executive Director
8. Other Matters by Members
9. **Next Meeting – April 5, 2017**
10. Adjournment

\*Motion requested

Persons in need of auxiliary aids or services, such as interpretation services or assisted listening devices, are asked to contact DRCOG at least 48 hours in advance of the meeting by calling (303) 480-6701.





SUMMARY  
PERFORMANCE AND ENGAGEMENT COMMITTEE  
Wednesday, March 1, 2017

Present:

Bob Roth, Board Chair	Aurora
Rick Teter	Commerce City
Robin Kniech	Denver
Steve Conklin	Edgewater
Ron Rakowsky	Greenwood Village
Shakti	Lakewood
Colleen Whitlow	Mead
Heidi Williams	Thornton
Herb Atchison	Westminster

Others Present: Doug Rex, Director, Transportation Planning & Operations; Connie Garcia, Executive Assistant/Board Coordinator, and DRCOG staff.

Board Chair Bob Roth called the meeting to order at 6:00 p.m. with a quorum present.

Summary of January 4, 2017 Performance and Engagement Committee meeting  
The summary was accepted as presented.

Election of Vice Chair

Due to the number of members absent from the meeting, members asked to postpone this item.

Director Rakowsky **moved** to postpone election of vice chair to the next meeting. The motion was **seconded** and **passed** unanimously.

Discussion of a recommendation to the Board of Director approving Douglas W. Rex to serve as acting executive director and to fulfill the duties of that position until such time as the vacancy is filled

Director Atchison **moved** to recommend to the Board of Directors approval for Douglas W. Rex to continue to serve as acting executive director and to fulfill the duties of that position until such time as the vacancy is filled, and that Mr. Rex's salary and car allowance be adjusted to the current level of the executive director position, retroactive to January 1, 2017, and that Mr. Rex's salary revert to current levels once the executive director position is filled . The motion was **seconded**. There was discussion.

Director Atchison noted that Mr. Rex has been fulfilling the duties of the executive director in Ms. Schaufele's absence. He amended his motion to note the salary adjustment is retroactive to January 1, 2017.

Director Kniech noted DRCOG had a contract with the previous executive director. Roxie Ronsen noted DRCOG legal counsel has been consulted on this subject and has indicated this should not be an issue.

## Performance and Engagement Committee Summary

March 1, 2017

Page 2

Director Shakti noted a new executive director's salary would still need to be negotiated, as it may not be at the same level as current.

Director Williams offered an amendment to the motion for Mr. Rex's salary to revert to current levels once the executive director position is filled.

After discussion, the amended motion **passed** unanimously.

### Discussion of process for recruitment of executive director

Director Rakowsky **moved** to go into executive session at 6:08 p.m. to discuss a personnel matter. The motion was **seconded** and **passed** unanimously.

The meeting returned to open session at 6:52 p.m.

### Discussion of Board workshop

The 2017 Board workshop is scheduled for August 25/26. Mr. Rex opened the discussion for members to provide topics for the workshop.

Recommendations included:

- Board Directors to facilitate/run sessions
- Community caucus – similar sized communities within the same caucus (small, medium, large)
- Strongly encourage attendance of alternates
- Have more focus during discussions
- Technical experts at DRCOG should be part of the conversation
- Show technical parts of the DRCOG website (i.e., “cool tools”)
- Virtual tours – members submit graphic/written displays of projects in their area (poster session)

Mr. Rex noted he would prepare a draft workshop agenda for the April meeting.

### Report of the Chair

No report was provided.

### Report of the Executive Director

No report was provided.

### Other Matters by Members

No other matters were discussed.

### Next Meeting

The next meeting is scheduled for April 5, 2017

The meeting adjourned at 7:11 p.m.

**ATTACH B**

**DENVER REGIONAL COUNCIL OF GOVERNMENTS  
PERFORMANCE AND ENGAGEMENT COMMITTEE  
March 2017**

Eva Henry  
Commissioner  
Adams County

Steve Conklin  
Council Member  
City of Edgewater

Bob Fifer  
Mayor Pro Tem  
City of Arvada

Ron Rakowsky  
Mayor  
Greenwood Village

Bob Roth  
Council Member  
City of Aurora

Shakti  
Council Member  
City of Lakewood

David Beacom  
Council Member  
City & County of Broomfield

Phil Cernanec  
Council Member  
City of Littleton

George Teal  
Council Member  
Town of Castle Rock

Colleen Whitlow  
Trustee  
Town of Mead

Rick Teter  
Council Member  
City of Commerce City

Heidi Williams  
Mayor  
City of Thornton

Robin Kniech  
Council Member  
City & County of Denver

Herb Atchison  
Mayor  
City of Westminster

**ATTACH C**

To: Chair and Members of the Performance & Engagement Committee

From: Douglas W. Rex, Director, Transportation Planning & Operations  
303-480-6747 or [drex@drcog.org](mailto:drex@drcog.org)

Meeting Date	Agenda Category	Agenda Item #
March 15, 2017	Action	4

**SUBJECT**

This item is related to establishing an executive director recruitment subcommittee.

**PROPOSED ACTION/RECOMMENDATIONS**

Approve motion to establish an executive director recruitment subcommittee.

**ACTION BY OTHERS**

N/A

**SUMMARY**

The Performance & Engagement Committee, at their March 1, 2017 meeting, discussed engaging the services of a search firm to conduct the DRCOG executive director recruitment.

The members also discussed use of a smaller subcommittee (suggestion of 5 and a minimum of 3 members), of the Performance & Engagement Committee, to oversee the recruitment process. Director Atchison has agreed to poll the Performance & Engagement Committee for volunteers and he would have a list of interested members available at the March 15 Performance & Engagement Committee meeting.

**PREVIOUS DISCUSSIONS/ACTIONS**

N/A

**PROPOSED MOTION**

Move to approve the establishment of an executive director recruitment subcommittee and appoint subcommittee members.

**ATTACHMENT**

N/A

**ADDITIONAL INFORMATION**

If you need additional information, please contact Roxie Ronsen, Administrative Officer, Administration & Finance, at 303-480-6709 or [rrosen@drcog.org](mailto:rrosen@drcog.org).



**ATTACH D**

To: Chair and Members of the Performance & Engagement Committee

From: Douglas W. Rex, Director, Transportation Planning & Operations  
303-480-6747 or [drex@drcog.org](mailto:drex@drcog.org)

<b>Meeting Date</b>	<b>Agenda Category</b>	<b>Agenda Item #</b>
March 15, 2017	Informational Item	5

**SUBJECT**

This item is related to obtaining feedback on the draft Request for Qualifications (RFQ) for a search firm to conduct the DRCOG executive director recruitment.

**PROPOSED ACTION/RECOMMENDATIONS**

Provide feedback on the draft Request for Qualifications (RFQ).

**ACTION BY OTHERS**

N/A

**SUMMARY**

The Performance & Engagement Committee at their March 1, 2017 meeting, discussed use of an executive director recruitment subcommittee to review and finalize the RFQ. A separate agenda item provides for formal establishment of the subcommittee and appointment of its members.

Director Atchison agreed to develop a draft RFQ (Attachment 1) and send it out to the Performance & Engagement Committee members prior to the March 15 meeting. Also included is the current DRCOG RFQ/B/P template (Attachment 2).

The executive director recruitment subcommittee will take the feedback received at the March 15 meeting and finalize the RFQ for Performance & Engagement Committee approval at their April 5, 2017 meeting.

**PREVIOUS DISCUSSIONS/ACTIONS**

N/A

**PROPOSED MOTION**

N/A

**ATTACHMENT**

1. Draft of the RFQ for a search firm to conduct the DRCOG executive recruitment
2. Current DRCOG RFQ/B/P template

**ADDITIONAL INFORMATION**

If you need additional information, please contact Roxie Ronsen, Administrative Officer, Administration & Finance, at 303-480-6709 or [rrosen@drcog.org](mailto:rrosen@drcog.org).

# INVITATION TO SUBMIT PROPOSALS

**Date of Request:**

**Due Date for Proposals: – 5:00 pm MST**

The Denver Regional Council of Governments (DRCOG) respectfully requests proposals for the Executive Director Recruitment Services from qualified consultants. The selected Consultant will assist the Performance and Engagement Committee (P&E) as the representatives for DRCOG that is discussed further in this request for proposal.

One (1) electronic proposal must be submitted by 5:00 pm mountain standard time (MST) on \_\_\_\_\_. The proposal shall be submitted to \_\_\_\_\_, Human Resources Manager at \_\_\_\_\_ - with the subject line “Executive Director Recruitment Services”.

No proposals received after the deadline will be considered, and any proposals so received shall be discarded. Sole responsibility rests with the Consultant to see that its proposal is received on time.

Proposals must meet or exceed requirements contained in the RFP. The material shall be complete, organized, easy to follow, and cross-referenced to the requirements of the RFP.

## INTRODUCTION

A. Denver Regional Council of Governments

## II. SCOPE OF SERVICES

### Introduction

DRCOG was formed in 1955 as the Inter-County Regional Planning Commission and was reorganized in 1968 as the Denver Regional Council of Governments (DRCOG). DRCOG is organized as a nonprofit corporation and operates under its adopted Articles of Association. DRCOG's membership includes the nine counties comprising the Denver metropolitan area and 41 municipalities. DRCOG's Board of Directors consists of one elected representative (two from the City and County of Denver) from each jurisdiction. DRCOG's revenue is comprised primarily of federal and state grants, and membership dues (approximately 77 percent of operating budget) and other income derived from services to its members and the public. The Council has 98 employees and an annual operating budget of approximately \$11 million not including pass-through funds totaling almost \$7 million.

DRCOG is the designated regional planning agency and prepares and adopts a regional plan to guide growth and development in the region. DRCOG collects and analyzes demographic and economic data and prepares growth and development forecasts for state and local government planning officials. DRCOG is designated under federal law as the Metropolitan Planning Organization (MPO) for transportation planning in the region and works with the Colorado Department of Transportation, Regional Transportation District and local jurisdictions to prepare transportation plans and programs. DRCOG is the state designated Area Agency on Aging and administers grants and programs funded under the Older Americans Act. DRCOG is the designated Water Quality Planning Agency responsible under section 208 of the Clean Water Act to prepare updates to the region's Clean Water Plan. DRCOG operates a variety of ride sharing programs to reduce vehicle miles traveled in the region including car pool matching services, van pools, and school ride sharing programs. DRCOG provides many other services to its members and the public including police and firefighter recruitment and testing, elevator safety inspection, and training.

The Executive Director functions as the Chief Administrative Officer. The Executive Director administers and executes all other functions and duties authorized by the Administrative Committee or Board, including appointment, removal, compensation and establishment of the number and duties of the Council staff.

The current Executive Director of DRCOG has submitted his resignation after nearly five years in that position. The Administrative Committee of DRCOG will interview applicants and select and negotiate a contract with the prospective candidate then recommend the appointment to the Board of Directors.

## **Mission Statement**

## **Vision Statement**

# PROJECT BACKGROUND, DESCRIPTION AND MINIMUM SCOPE OF SERVICES

## A. Project Background and Description (“Project”)

The P&E Committee is seeking full consulting services to assist with the national recruitment, evaluation, and selection of a new qualified and experienced Executive Director. The sub-committee for the P&E Committee will work with the consultant on developing criteria for the position, marketing strategy, review and evaluation methodology, and evaluation and selection of qualified and experienced finalists. The sub-committee will evaluate the finalists and will utilize all input leading to the selection and appointment of a new qualified and experienced Executive Director. Consultant will work with the sub-committee to negotiate a successful compensation package. Estimated timeframe appointment of a new Executive Director is spring of 2017.

## B. Minimum Scope of Services

Included in the RFP, are the detailed minimum scope of services and tasks to be completed by the Consultant. It is not the intent of P&E sub-committee to outline a rigid scope of tasks as part of this RFP. The Consultant is encouraged to develop a comprehensive approach with assistance from the sub-committee throughout the Project that includes step-by-step interim deliverables and workshops. That being stated, the minimum scope of services is provided to help further define DRCOG's expectations and goals for this Project.

# SPECIAL INSTRUCTIONS TO SUBMITTERS

P&E Committee will be accepting proposals for consulting services for the recruitment of an Executive Director.

DRCOG is interested in retaining services of a company, or an individual, that has executive recruitment expertise relative to special districts or similar government executive positions, has considerable knowledge of how to conduct an executive recruitment (again, specific to special districts or similar government positions), has the ability to recruit a diverse set of qualified applicants with respect to minorities and women, and can successfully conduct an effective, timely nationwide recruitment.

The Consultant selected for the Project will be responsible for the following:

1. Developing a recruitment strategy, process, and timetable for completion of the work in consultation with the Executive Search Committee.
2. Reference the Executive Director Candidate Job Profile (\_\_\_\_\_) to develop characteristics and attributes of the successful candidate and selection criteria.
3. Conducting a national recruitment, ads to be placed in ICMA Newsletter, Colorado Special Districts (SDA), Others TBD website and national publications and websites recommended by the Consultant; the Consultant will also use available social media, and on-line job listing services.
4. Acknowledging receipt of candidates' application materials.
5. Providing initial screening of all candidates' applications through means including but not limited to; written questionnaires, telephone screening, and review of background and experience.
6. Developing list of semi-finalists in conjunction with the P&E sub-committee.
7. Conducting telephone, Skype, Facetime, or video-conferencing or in-person interviews of all qualified and experienced semi-finalists either with the sub-committee or reviewing the results of these interviews with the sub-committee.
8. Assisting the P&E sub-co0mmittee in the selection of finalists.
9. Credential verification and background referencing prior to on-site process.
10. Setting up the final on-site selection process which should occur over a two-day period as determined at a time designated by the P&E sub-committee. Exercises included during this period should include the formal interview with the P&E sub-committee, the full P&E Committee, questions and answer sessions for all the candidates with employee representatives, tour of office conducted by DRCOG staff.
11. Making arrangements for the on-site portion of the process including scheduling the interviews and other activities for the two days, and making travel and lodging arrangements per DRCOG specifications.
12. Conducting all background and reference checks on the final candidate(s).
13. Providing timely notification and necessary follow-up and feedback to all candidates not selected for the position.
14. Prepare draft Executive Director Employment Contract ("E.D. Contract") for review by P&E sub-committee and final acceptance by the full P&E Committee.

15. In conjunction with the P&E Committee, negotiating E.D. Contract and compensation package with selected new Executive Director.

16. Coordination with all selected finalist for the interview of a physiological profile with a firm to be selected by the P&E sub-committee.

The Consultant must provide bi-weekly progress reports to the P&E sub-committee. Periodic meetings are required to discuss progress and to determine the process for screening candidates (i.e. written tests, videotape presentations, etc.). The P&E sub-committee will monitor the Consultant to assure that quality work is being performed and that the Project schedule is being met.

The Consultant must provide bi-weekly progress reports to the P&E sub-committee. Periodic meetings are required to discuss progress and to determine the process for screening candidates (i.e. written tests, videotape presentations, etc.). The P&E sub-committee will monitor the Consultant to assure that quality work is being performed and that the Project schedule is being met.

Proposals must include the following:

- ❖ A detailed timeline.
- ❖ An itemized cost for all of the services listed above.
- ❖ A list of any additional activities and techniques that might be useful to incorporate into the recruitment and selection process and the cost for adding such services.
- ❖ An hourly rate at which DRCOG would be billed for any services that DRCOG might request outside the scope of the items listed in this RFP.
- ❖ Specific information concerning the firm's experience with recent similar recruitments, general experience and a list of five references with specific contact information including a name and telephone number.

No extensions for submittal of an RFP will be granted on an individual basis. If P&E sub-committee determines, in its sole discretion, that the response time it has provided is inadequate for the preparation of complete proposals, or if amendments issued have materially changed the proposal requirements, P&E sub-committee may, at its option, extend the opening or response dates to all firms.

All consultants agree that their proposals are a firm offer to provide the requested services to P&E sub-committee. Once submitted, all offers must remain valid for 120 days from submission deadline date for proposals.

A copy of DRCOG's Agreement for Professional Consultant Services is attached (\_\_\_\_\_). Any questions or concerns regarding the agreement must be included with the proposal.

It is currently anticipated that finalists for the executive search consultant bid award will be scheduled for selection at the DRCOG Board of Directors meeting on \_\_\_\_\_.

# INSTRUCTIONS AND PROPOSAL REQUIREMENTS

Date:

Project: Executive Director Recruitment Services

Project Manager: Director Human Resources

Email:

Phone:

Planned Proposal Schedule:

**Date**

April 01, 2017

April 22, 2017

April 25 – May 11, 2017

June 6 – 10, 2017

June 16, 2017

To Be Determined

**Activity**

RFP Issued to Consultants

Proposal Due Date

DRCOG Review Period

Consultant Interviews

Consultant Selection

Execution of Contract and Project Initiation

## Part 1 – Standard Terms and Conditions

When preparing a proposal for submission to DRCOG in response to this RFP, Consultants are advised of the following terms and conditions which have been established by DRCOG:

1.01 The RFP is a solicitation and not an offer of contract and thus DRCOG reserves the right to reject any and all proposals, to consider alternatives, to waive any informalities and irregularities, to resolicit proposals and terminate the RFP process at any time in its discretion.

1.02 DRCOG reserves the right to conduct such investigations of and discussions with those who have submitted proposals or other entities as it deems necessary or appropriate to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.

1.03 All proposals submitted must be valid for a period of 120 days after the date of the proposal deadline.

1.04 DRCOG reserves the right to select the lowest responsible and responsive proposal that it determines best meets DRCOG's needs and desires.

1.05 DRCOG assumes no responsibility for payment of any expenses incurred by any consultant as part of the RFP process.



1.06 The Agreement to be entered into between DRCOG and the Successful Consultant will obligate the Consultant to defend, indemnify, and hold harmless DRCOG; maintain the following insurance coverages throughout the term of the contract: (i) workers' compensation insurance to cover obligations imposed by applicable laws for any employee of Consultant engaged in the performance of work under this Agreement; and (ii) comprehensive general liability insurance with limits of liability not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate. DRCOG shall be named as an additional insured on the specified liability insurance policies and certificates of insurance. Insurance certificates required for this Project shall be sent or delivered to:

DRCOG

1.07 The final form of Agreement to be entered into between DRCOG and the Successful Consultant shall be subject to the final review and approval of DRCOG's attorney.

## Part 2 – Defined Terms

When used in this RFP, the following terms shall have the following meaning:

2.01 **Agreement** – the Agreement for Consultant Services which is included as Attachment B to this request for proposals

2.02 **Consultant or Consultants** – entities responding to this RFP

2.03 **Project** – comprehensive recruitment and selection consulting services of the Executive Director position for the DRCOG as more specifically described in Section 3, Project Background, Description and Minimum Scope of Services, of this RFP

2.04 **Project Manager** – Director, Human Resources Manager

2.05 **RFP** – this request for proposal, \_\_\_\_\_, the Executive Director Recruitment Services Project

2.06 **Successful Consultant** – the best qualified Consultant to whom DRCOG makes an award on the basis of DRCOG's P&E sub-committee evaluations as hereinafter provided

2.07 **UDFCD** – Urban Drainage and Flood Control District

## Part 3 – Contract Documents

3.01 Project Background, Description and Minimum Scope of Services are included in Section 3 of this RFP. Please specially note any proposed deviations or exceptions from these requirements. If no deviations or exceptions are noted, Consultants will be expected to provide the Project requirements set forth therein.

3.02 The Consultant will be expected to sign the Agreement in the same form as presented in Attachment B of this RFP packet, except that the Agreement will be modified to reflect the

actual scope of services being provided. A request for changes or modifications to the Agreement may result in a disqualification of the Consultant.

3.03 Payment shall be according to Section 5 of the Professional Consultant Services Agreement (Attachment B). DRCOG will not reimburse the Successful Consultant or other Consultants for any expenses incurred in preparing proposals in response to this RFP.

3.04 DRCOG, in making the Agreement available on the above terms, does so only for the purpose of obtaining proposals on the work and does not confer a license or grant for any other use.

3.05 RFPs not obtained from DRCOG will be disqualified from consideration.

#### Part 4 – Qualifications of Consultants

4.01 Provide the name and home office address of your organization. Describe what type of a business entity your organization is (corporation, general partnership, limited liability company, etc.). Indicate in what state your business entity was incorporated or formed.

4.02 Provide a brief history of your business including years of operation, general business description, number of clients serviced, types of services generally offered, size of firm, and a statement of philosophy of customer service levels provided to clients.

4.03 Detail qualifications and previous executive search experiences, especially for local government entities.

4.04 Identify the key personnel of the business who will be assigned to perform services for DRCOG, and who will provide continuing support throughout the term of the Agreement. Provide resumes stating qualifications for key personnel and provide a statement as to the availability, continuity, and accessibility of the individuals who would be assigned to the Project.

4.05 Provide your recruitment work plan.

4.06 List three current clients (special district/government/Colorado communities preferred) for whom you provided executive search services for in the last 36 months. For each client, the list must specify the type of work performed by your company, the size of the client's organization and period of time retained as a client. Provide telephone numbers and contact names for references.

4.07 Provide fee structure including specific costs per services, fee payment schedule, and cost guarantees, if available. Include an hourly rate for services performed beyond the normal scope of services that would be included in an Agreement. All reasonable and necessary airline and hotel expenses for candidates will be paid directly by DRCOG. Any additional reimbursable expenses including but not limited to advertising, recruitment brochures, postage, and estimated additional travel expenses should be listed in the proposal.

4.08 Evidence of Consultant's qualification to do business in the State of Colorado is required.

4.09 Consultants will be required to establish to the satisfaction of P&E sub-committee the reliability and responsibility of all proposed subcontractors and suppliers pursuant to the criteria

set forth in these Instructions and Proposal Requirements. Prior to the award of the Contract, P&E sub-committee will notify Consultant in writing if UDFCD has reasonable objection to any proposed subcontractor. In such event, Consultant may, at its option, (1) withdraw its proposal, or (2) submit a substitute sub-consultant acceptable to P&E sub-committee with an adjustment in the proposal to cover any difference in cost. P&E sub-committee may, at its discretion, accept the adjusted proposal.

## Part 5 – Interpretations and Governing Law

5.01 All questions regarding the meaning or intent of this RFP may be directed to the P&E sub-committee; however, only questions answered by formal written Addenda to this RFP will be binding. Oral and other interpretations or clarifications will be without legal effect and will NOT be considered in awarding the Project. Addenda will be mailed or delivered to all parties recorded by DRCOG as having received the RFP. It shall be each Consultant's responsibility to make inquiry as to Addenda that have been issued. All Addenda shall become part of this RFP, and all Consultants shall be bound by such Addenda, whether or not received by the Consultant.

5.02 All applicable State of Colorado and Federal laws, and licenses and regulations of all agencies having jurisdiction shall apply to the Consultant and Project throughout the Project and are incorporated herein by reference. The Agreement with the selected Consultant, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the laws of the State of Colorado.

## Part 6 – Basis for Evaluation of Proposals and Award of Project

DRCOG does not discriminate on the grounds of race, religion, color, creed, ancestry, age, sex, sexual orientation, gender identity, disability, veteran status, genetic information, military service or national origin in consideration of an award. Disadvantaged and women-owned business enterprises are afforded a full opportunity to submit proposals. Proposals will be evaluated on the Consultant's qualifications, experience, Project understanding and approach.

Based on the review of the proposals, the P&E sub-committee will select a short list of Consultants that will be invited to interview.

The award will be made to the lowest responsible and responsive Consultant who the P&E sub-committee determines best meets DRCOG's needs and desires. In making such determination, the P&E sub-committee shall consider but not be limited to the following factors:

1. The Consultant's skill, ability, and capacity to timely perform the services required;
2. The Consultant's interest in the services which are the subject of this RFP, as well as their understanding of the scope of such services and the specific requirements of P&E sub-committee;
3. Whether the Consultant can perform the services within the time period specified, without delay or interference;
4. The Consultant's character, integrity, reputation, judgement, experience, and efficiency;
5. The Consultant's previous and current compliance with statutes, ordinances, and rules relating to the Project;
6. The sufficiency of the Consultant's financial resources necessary for the performance of the Project;
7. The number and nature of any conditions attached to the proposal;

8. The general organization of the proposal: Special consideration will be given to submittals which appropriately address the goals; and provide in a clear and concise format the requested information; and

9. The scope, responsiveness, efficiency, and quality of the Consultant's administrative services.

P&E sub-committee makes no commitment to any Consultant until such time as DRCOG approves the negotiated contract. The P&E sub-committee may reject all proposals when it determines that such action is in the public interest.

## Part 7 – Contract Time

7.01 The number of days within which the Project is to be completed shall be negotiated prior to execution of the Agreement and made part thereof. UDFCD anticipates the Agreement to require completion of services by fall of 2016.

## Part 8 – Submission of Proposal

8.01 The proposal submitted to \_\_\_\_\_, Human Resources Manager, \_\_\_\_\_, with subject line "Executive Director Recruitment Services".

8.02 Proposals shall be submitted prior to the time and date set for receipt of proposals as indicated in these Instructions and Proposal Requirements, or the modified time and date as indicated by any Addendum. Proposals received after the time and date set for receipt of proposals will not be considered. Consultant shall assume full responsibility for timely delivery at the location designated for receipt of proposals.

8.03 No consultant may submit more than one proposal. Multiple proposals under different names will not be accepted from one firm or association. Evidence of collusion among Consultants shall be grounds for exclusion of any Consultant who is a participant in any such collusion.

8.04 All information submitted to P&E sub-committee by the Consultant is a public record, and may be subject to disclosure under the Colorado Open Records Act, 24-72-200.1 et seq. C.R.S. The Consultant shall clearly identify any portion(s) of its proposal that it believes constitutes trade secrets, privileged information, and/or confidential commercial, financial, geological or geophysical data which shall not be subject to disclosure under the Colorado Open Records Act.

8.05 To the extent required by Illegal Aliens Public Contracts for Services 8-17.5-102(1) C.R.S., by submitting a proposal, the Consultant certifies that at the time of proposal submission, it does not knowingly employ or contract with an illegal alien who will perform work under its proposal, and that the Consultant will participate in the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program administered by the Colorado Department of Labor and Employment in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under its proposal.

## Part 9 – Confidentiality

9.01 The Consultant may be provided confidential information by P&E sub-committee. Complete confidentiality must be maintained regarding confidential DRCOG information and data. Signing of a confidentiality agreement may be required by the Successful Candidate.



9.02 The information included in this RFP is for Consultant's exclusive use in preparing a proposal and must not be shared, whether written or oral, with any other person or entity or used for any other purpose. The use of DRCOG's name in any way as a potential client is strictly prohibited without prior written permission from an officer or director of DRCOG.

## Part 10 – Modification and Withdrawal of Proposal

10.01 Proposals submitted early may be modified or withdrawn, subject to the P&E sub-committee discretion. Withdrawn proposals may be resubmitted until the deadline for submission of proposals.

## Part 11 – Signing of Agreement

11.01 When DRCOG gives notice of award to the Successful Consultant, it will be accompanied by unsigned counterparts of the Agreement and this RFP. The Successful Consultant shall execute the Agreement and deliver it, together with evidence of insurance to DRCOG within ten (10) calendar days from the date of the notice of award. Failure to do so will be adequate and just cause for the annulment or cancellation of the award.

## Part 12 – Proposal Becomes DRCOG Property

12.01 Once submitted, a proposal becomes DRCOG property. Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP.



Listing of potential recruitment firms

- ❖ **Affion Public** 2120 Market Street, Suite 100 Camp Hill, PA 17011
- ❖ **Arrow Performance Group, Inc.** 50 South Steele, Suite 250 Denver, CO 80209
- ❖ **Bob Murray & Associates** 1544 Eureka Road, Suite 280 Roseville, CA 95661
- ❖ **Colin Baenziger & Associates** 2055 South Atlantic Avenue, Suite 504 Daytona Beach Shores, FL 32118
- ❖ **CPS HR Consulting** 241 Lathrop Way Sacramento, CA 95815
- ❖ **EFL Associates** 8181 East Tufts Avenue, Suite 600 Denver, CO 80237

**Grainger Consulting** 4135 East Fairview Circle Mesa, AZ 85206

- ❖ **KRW Associates, LLC** P.O. Box 62550 Colorado Springs, CO 80962.
- ❖ **The Mercer Group** 164 Goose Lane Carbondale, CO 81623
- ❖ **Peak HR Consulting, LLC** 141 South Clermont Street Denver, CO 80246
- ❖ **Peckham & McKenney** 300 Harding Boulevard, Suite 106-E Roseville, CA 95678
- ❖ **The Search Partnership** 1308 Washington Valley Road Bridgewater, NJ 08807
- ❖ **Slavin Management Consultants** 3040 Holcomb Bridge Road, Suite A-1 Norcross, GA 30071
- ❖ **Strategic Government Resources** P.O. Box 1642 Keller, TX 76244
- ❖ **The Waters Consulting Group, Inc.** 14285 Midway Road, Suite 340 Dallas, TX 75001
- ❖ **William Avery & Associates, Inc.** 3/1/2 North Santa Cruz Avenue, Suite A Los Gatos, CA 95030

**Ralph Andersen & Associates**  
5800 Stanford Ranch Road, Suite 410  
Rocklin, CA 95765

**Brimeyer Fursman**  
1666 Village Trail East, Suite 7  
Maplewood, MN 55109

**Management Partners**  
3152 Red Hill Ave, Suite 210  
Costa Mesa, CA 92626

**Bob Murray & Associates**

1677 Eureka Road, Suite 202

Roseville, CA 95661

**The Novak Consulting Group**

1776 Mentor Ave

Cincinnati, Ohio 45212

**Peckham & McKinney**

6700 Freeport Blvd, Suite 203

Sacramento, CA 95822

**Prothman Company**

371 NE Gilman Blvd., Suite 350

Issaquah, WA 98027

**Slavin Management Consulting**

3040 Holcomb Bridge Road, Suite A-1

Norcross, Georgia 30071

**A REQUEST FOR**

**for**

**DENVER REGIONAL COUNCIL OF GOVERNMENTS**

**1290 Broadway, Suite 100**

**Denver, Colorado 80203-5606**

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## I. INSTRUCTIONS FOR SUBMITTAL OF PROPOSAL

### A. Summary

The Denver Regional Council of Governments (DRCOG) hereby issues this Request for (Choose an item.) (referred to further herein also as solicitation) in order to solicit proposals from individuals, firms, and teams (referred to further herein also as “respondent”, “contractor” or “consultant” interchangeably) with experience in Click here to enter text.

### B. Solicitation Schedule

Consideration of the responses will be governed by the following schedule, which is subject to revision by DRCOG.

Milestone	Details	Date
Distribution	Solicitation will be forwarded to respondents and firms who have indicated an interest in participating in this project.	MMMM d, yyyy
Questions and Inquiries	The solicitation is posted on the BidNet Direct System at: <a href="http://www.bidnetdirect.com">www.bidnetdirect.com</a> Questions and inquiries should be sent to bids@drcog.org.	MMMM d, yyyy
Question Responses	DRCOG will respond to questions and inquiries via the BidNet Direct System. Responses are posted as an addendum to the solicitation by this date.	MMMM d, yyyy
Submittals Due	Responses to this request must be received no later than Choose an item. p.m. Mountain time. Proposals must be submitted via the BidNet Direct System at <a href="http://www.bidnetdirect.com">www.bidnetdirect.com</a> .	MMMM d, yyyy
Interviews	Registration for the site is free. If you have any questions related to registration or the BidNet Direct site, please call the BidNet customer support line at 1-800-835-4603. Note that DRCOG staff is unable to assist with the registration process. Interviews, if required, will be held on or before this date. Notification of selection for an interview will be given on or before MMMM d, yyyy.	MMMM d, yyyy
Recommendation and Authorization	Following review of responses, DRCOG staff to prepare recommendation to proceed to contract with one (or more) of the respondent(s). DRCOG staff to	MMMM d, yyyy

	seek approval from DRCOG's Finance and Budget Committee if applicable to proceed to contract with selected respondent(s). This date is approximate.	
Contract Execution	DRCOG staff to begin contract negotiations with selected respondent(s). DRCOG may contract with one (or more) respondent(s) to complete the entire scope of work. This date is approximate.	MMMM d, yyyy

**C. General Instructions**

1. **Questions** – Questions regarding this solicitation must be submitted by the date listed above. Questions should be submitted electronically to [bids@drcog.org](mailto:bids@drcog.org).
2. **Signatory Requirements** – Responses must be signed by a duly authorized official of the respondent. Consortiums, joint ventures, or teams submitting responses will not be considered responsive unless it is established that all contractual responsibility to DRCOG with regard to the project shall rest solely with one contractor or legal entity, which shall not be a subsidiary or affiliate with limited resources. Each response should indicate the entity responsible for execution on behalf of the team.
3. **Responses to Solicitation** – All responses to this solicitation become the property of DRCOG upon receipt and will not be returned to the respondent. Selection or rejection will not affect this right. DRCOG shall have the right to use any or all of the ideas or adaptations of the ideas contained in any response received, excluding case study materials or other reference materials prepared for clients of respondent. 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 response will be considered confidential/proprietary.

**D. Required Elements in Response/Response Format**

1. **Cover Letter** – Respondents should submit a cover letter expressing their interest in the project. The letter must contain, at a minimum, the following information:
  - a. Statement of interest in completion of the work as described herein.
  - b. Certification that the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
  - c. Respondent's name, address, telephone number, fax number and e-mail address of the individual to contact regarding the submittal.
  - d. An authorized principal or partner of a firm shall sign the letter.

- e. Identification of whether the prime respondent is certified as a Disadvantage Business Enterprise, or indication as to the Respondent's goals for DBE participation, if any (see Section E.5).
2. **Qualifications and Experience of the Respondent (s)** – Respondents shall describe projects and experience of the past three years relevant to the draft scope of services described in Section II, Project Description, below. Respondents should place particular emphasis on projects for which key staff to be assigned to this project have either been primarily responsible or have performed substantial work. If subcontractors are to be used, the means by which these firms will participate must be specified and their experience and credentials presented in this section.
3. **Qualifications and Experience of Key Staff** – Respondents shall identify the key individuals to be assigned to this project (by name and position) and describe the work tasks assigned to each individual. The respondent must also provide experience summaries of these key individuals, describing for each individual their previous experience on similar projects in similar roles, their educational background, and their length of tenure with the consulting firm. Resumes of these key individuals may also be included and can be added in the optional section. Respondents shall also list any professional affiliations, licensures, and certifications that are pertinent to the work described in Section II, Project Description.
4. **References** – Respondents shall submit names, addresses, and phone numbers of references familiar with the Respondent's ability, experience, and reliability in the performance and management of projects of a similar nature.
5. **Cost Information** – Both cost and other factors listed herein will be weighed in selecting a respondent.

Respondents shall provide a listing of the hourly billing rates for each job classification and job title they would expect to deploy on this project, including any supporting personnel.

Respondents shall also include a breakout of general operating expenses, the costs associated with any materials or services that may be required, or any other miscellaneous costs that are anticipated in the course of performing the tasks outlined below. Overhead costs, including, without limitation, faxing, cellular phone air time, and computer processing time, must be borne exclusively by the selected respondent(s) as a cost of doing business.

Allowable costs under any contract with the selected Respondent will be administered in accordance with Attachment A of this solicitation.

6. **Contract Review** – The successful Respondent will be required to sign a Contract for Services substantially similar to the contract form in Attachment E. DRCOG reserves the right to add or delete provisions to the form prior to contract execution. Respondents shall undertake a detailed review of the Sample Contract and submit with their proposal a list of all questions, issues, or modifications which the Respondent would like DRCOG to review and address, should they be selected as the top ranked respondent. Respondents are strongly advised to seek legal counsel prior to preparing such a list.

DRCOG shall assume that the Sample Contract has been thoroughly reviewed and discussed with legal counsel prior to submission of the list of issues.

Comments to Sample Contract for Services.

Prospective respondents are required to provide any and all comments, concerns, suggested edits, and clarifying questions pertaining to the provided sample Contract for Services (Attachment E). The intent of this section is to expedite the negotiation time between respondent selection and final contracting. Any objections to the legal terms and conditions of the sample contract submitted after the submission of the proposal will not be considered by DRCOG and may result in the rejection of the proposal. Respondents are strongly advised to seek legal counsel prior to preparing this section. DRCOG shall assume that the sample Contract has been thoroughly reviewed and discussed with legal counsel prior to the submission of this comments list. Comments submitted in this section do not count toward the prescribed page limits (if any). DRCOG reserves the right to add or delete provisions to the form prior to contract execution.

7. **Project Management and Scheduling Expertise** – Respondents shall identify the management techniques that they are using to assure the completion of projects within schedule and budget.
8. **Insurance Requirements** – Respondents shall provide acknowledgement of the following insurance requirements and a statement ensuring they are able to meet these minimum requirements. Any Contract resulting from award of this solicitation will require the selected respondent(s) to procure and maintain, and shall cause each subcontractor of respondent to procure and maintain the minimum insurance coverages listed below:
  - a. Workers' Compensation in statutory limits.
  - b. Employer's Liability Insurance: \$100,000/ each accident, \$500,000/ disease - policy limit, and \$100,000/ disease - each employee.
  - c. Comprehensive General Liability Insurance \$1,000,000/Occurrence.
  - d. Automobile Liability or Hired & Non-Owned Vehicle Liability Insurance: \$1,000,000/each accident.
  - e. Professional Liability Insurance: \$1,000,000 per occurrence.

DRCOG, its officers, and employees are to be named as additional insured under both the Contractor's General Liability and Automobile Liability policies. Said insurance will be required to be maintained in full force and effect during the term of the contract.

The foregoing insurance types, limits, and coverages may be modified only with the express written consent of DRCOG and shall be subject to additional terms and conditions of any contract awarded pursuant to this solicitation.

9. **Disadvantaged Business Enterprise Information** – All Respondents shall complete and return with their response the Disadvantaged Business Enterprise Information Request Form (Attachment C).



10. **Equal Employment Opportunity Clause** – Parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a), 60-250-5, 60-300.5(a), 60-741.5(a) and 29 C.F.R. § 471, Appendix A, if applicable. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.
11. **Reservations and Special Conditions** – The respondent should review the Special Conditions in Section F below, the principles for determining costs in Attachment A, and the Federal and State Requirements in Attachment B. The respondent should note any elements/reservations, special conditions, constraints, and exclusions related to the terms of this solicitation. Failure to comply with the requirements in Attachments A and B may result in termination of the contract with the selected respondent.

## **E. Selection Process**

Evaluations of proposals will be based on the following criteria:

1. **Experience and Capability** – Respondents will be evaluated with respect to the experience of the respondent(s) and personnel assigned to the project both in terms of past efforts in this type of work and the quality and level of commitment to this project. Of prime concern will be the capabilities and accomplishments of the individuals to be assigned to this particular project.
2. **Management Qualifications** – Qualifications of the respondent in terms of its ability, experience, and reliability in performing and managing work within a schedule and budget will be included in the evaluation process.
3. **Cost Information** – Likely project cost, determined from the standard service fee break out provided by the respondent, will be considered in the selection; however, it will not be the only determining factor. Specific attention will be given to the commitment implied for key staff and the overall labor effort proposed, and their relationship to the estimated project cost.
4. **References** – Information provided by respondent's references addressing the knowledge, skills, abilities and performance of the respondent to complete the work outlined below will be included in the staff evaluation of the response.
5. **Disadvantaged Business Enterprise (DBE) Participation** – It is the policy of DRCOG that equal opportunity to participate in its procurements is provided to disadvantaged business enterprises. The selected respondent(s) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts.
6. **Other** – Other factors that may be determined by DRCOG to be necessary or appropriate in its discretion.

## F. Special Conditions

1. **Rejection Rights** – All respondents are notified that the execution of a contract pursuant to this solicitation is dependent upon approval by DRCOG. DRCOG reserves the right to reject all responses and re-solicit if deemed by DRCOG to be in its best interests, and to abandon the project and this solicitation at any time for any or no reason. Selection of a respondent or respondents is also conditioned on the negotiation of an acceptable contract.
2. **Other Conditions; Reservation of Rights** – This is a solicitation and not an offer to contract. The provisions in this solicitation and any procurement or purchasing policies or procedures of DRCOG are solely for the fiscal responsibility of DRCOG and confer no rights, duties, or entitlements to any party submitting responses to this solicitation. DRCOG reserves the right to issue clarifications and other directives concerning this solicitation, to make and issue modifications to the solicitation 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 respondent.
3. **Costs of Response Preparation and Other Charges** – Respondents are solely responsible for all costs of preparing their proposals and participation in this solicitation and DRCOG assumes no responsibility for payment of any expenses incurred by a respondent as part of this process. For the selected firm, no reimbursement will be made by DRCOG for any costs incurred prior to full execution of a contract and issuance of written notice by DRCOG to commence project services.
4. **Conflict of Interest** – Respondents shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of respondent's obligations in this project. Respondents shall acknowledge that with respect to any subsequent contract, even the appearance of a conflict of interest is harmful to DRCOG's interests. Absent DRCOG's prior written approval, respondents shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of respondents' obligations to DRCOG. If a conflict or appearance exists, or if respondent is uncertain whether a conflict or the appearance of a conflict of interest exists, respondent shall submit to DRCOG a disclosure statement setting forth the relevant details for DRCOG's consideration. Failure to promptly submit a disclosure statement or to follow DRCOG's direction in regard to the apparent conflict constitutes a breach of contract.
5. **Federal and State Requirements** – The selected respondent shall be responsible, at all times during the execution of the project, for strictly adhering to and complying with all applicable federal and state laws and regulations, including but not limited to those set forth in Attachment B.
6. **Suspension and Debarment** – By submitting a proposal in response to this solicitation, the respondent represents its organization and its principals are not suspended or debarred per Federal requirements.
7. **Period of Performance** – Performance of the contract resulting from this solicitation will commence on or about MMMM d, yyyy. The initial term of the work to be performed will

terminate MMMM d, yyyy. DRCOG will have an option to renew for Choose an item.  
additional one-year terms, upon renewal terms mutually agreed upon by the parties.

## **II. PROJECT DESCRIPTION**

### **A. Introduction**

Please Provide an Electronic Scope of Work to Admin & Finance with this document. [Click here to enter text.](#)

### **B. Objectives**

**ATTACHMENT A**  
**PRINCIPLES FOR DETERMINING COSTS APPLICABLE TO CONTRACTS**  
**WITH THE DENVER REGIONAL COUNCIL OF GOVERNMENTS**

**A. Purpose and Scope**

Objective. This policy procedure sets forth principles for determining the allowable costs of contracts with DRCOG and provides a general summary of applicable policies. Allowable costs are determined and administered in accordance with these principles and applicable federal regulations and requirements, including without limitation 49 C.F.R. Part 18 Subpart C and 49 C.F.R. 18.22.

Applicable Cost Principles. For each kind of organization, there is a set of Federal principles for determining allowable costs. The following table lists the kinds of organizations and the applicable cost principles:

For the costs of a: State, local, or federal-recognized Indian tribal government	Use the principles in: 2 C.F.R. Part 225 (OMB Circular A-87)
Private nonprofit organization other than: (1) an institution of higher education; (2) a hospital; or (3) organization named in 2 CFR Part 230, Appendix C, as not subject to that part	2 C.F.R. Part 230 (OMB Circular A-122)
Institutions of Higher Education	2 C.F.R. Part 220 (OMB Circular A-21)
For-profit organizations other than: (1) a hospital; (2) a commercial organization; or (3) a non-profit organization listed in 2 CFR Part 230, Appendix C, as not subject to that part	48 C.F.R. Subpart 31.2

Policy Guides. The application of these principles is based on the fundamental premises that:

- a. Contractors are responsible for the efficient and effective administration of contract programs through the application of sound management practices.
- b. Contractors assume the responsibility for seeing that contract funds have been expended and accounted for consistent with underlying agreements and contract objectives and provisions.
- c. Each contractor organization, in recognition of its own unique combination of staff facilities and experience, will have the primary responsibility for employing whatever form of organization and management techniques may be necessary to assure proper and efficient administration.

Application. These principles will be applied to all contracts with DRCOG in determining costs and cost reimbursement type contracts including subcontracts.

**B. Definitions**

Approval or authorization of DRCOG means documentation evidencing consent prior to incurring specific costs.

Cost allocation plan means the documentation identifying, accumulating, and distributing allowable costs under DRCOG's contracts, together with the allocation methods used.

Cost, as used herein, means cost as determined on a cash, accrual, or other basis acceptable to the DRCOG as a discharge of the Contractor's accountability for DRCOG's funds.

Cost objective means a pool, center, or area established for the accumulation of cost. Such areas include organizational units, functions, objects or items of expense, as well as ultimate cost objectives including specific on-site direct and indirect activities.

Contract program means those activities and operations of the Contractor which are necessary to carry out the purposes of the contract.

Services, as used herein, means goods and facilities, as well as services.

Supporting services, means auxiliary functions necessary to sustain the direct effort involved in administering a contract or an activity providing service to the program. These services may include procurement, payroll, personnel functions, maintenance and operation of space, data processing, accounting, budgeting, auditing, mail and messenger service, and the like.

### **C. Basic Guidelines**

Factors Affecting Allowability of Costs. To be allowable under a DRCOG contract, costs must meet the following general criteria:

- a. Meet the standards and criteria set forth in the applicable federal regulations and requirements.
- b. Be necessary and reasonable for proper and efficient administration of the contract, be allocable thereto under these principles, and except as specifically provided herein, not be a general expense required to carry out the overall responsibilities of the Contractor.
- c. Be authorized or not prohibited under state or local laws or regulations.
- d. Conform to any limitations or exclusions set forth in these principles, federal laws, or other governing limitations as to types or amounts of cost items.
- e. Be consistent with policies, regulations, and procedures that apply uniformly to all activities of the Contractor.
- f. Be accorded consistent treatment through application of generally accepted accounting principles appropriate to the circumstances.
- g. Not be allocable to or included as a cost of any other program in either the current or a prior period.
- h. Be net of all applicable credits.
- i. Be satisfactorily documented.

Allocable Costs. A cost is allocable to a particular cost objective to the extent of benefits received by such objective.

Applicable Credits. Applicable credits refer to those receipts or reduction of expenditure-type transactions that offset or reduce expense items allocable to contracts as direct or indirect

costs. Examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; sales or publications, equipment, and scrap; income from personal or incidental services; and adjustments of overpayment or erroneous charges.

#### **D. Composition of Cost**

**Total Cost.** The total cost of a contract is comprised of the allowable direct cost incident to its performance, plus its allocable portion of authorized indirect costs, less applicable credits.

**Classification of Costs.** There is no universal rule for classifying certain costs as either direct or indirect under every accounting system. A cost may be direct with respect to some specific service or function, but indirect with respect to the contract or other ultimate cost objective. It is essential, therefore, that each item of cost be treated consistently either as a direct or an indirect cost.

#### **E. Direct Costs**

**General.** Direct costs are those that can be identified specifically with a final cost objective.

**Application.** Typical direct costs chargeable to DRCOG's contracts are:

- a. Compensation of employees for the time and effort devoted specifically to the execution of contract work effort.
- b. Cost of materials acquired, consumed or expended specifically for the purpose of the contract.
- c. Other items of expense incurred specifically to carry out the contract work statement.

#### **F. Indirect Costs**

**General.** Indirect costs are those that, because of their incurrence for common or joint purposes benefitting more than one cost objective, are not readily subject to treatment as a direct cost. The costs must be allowable based on applicable federal cost principles and be the result of an approved Indirect Cost Plan.

**Application.** After direct costs have been determined and assigned directly to the contract, indirect costs are those remaining to be allocated to benefitted cost objectives. A contractor desiring to claim indirect costs must prepare an indirect cost proposal and related documentation to support those costs and maintain the proposal and documentation for any required review by DRCOG or federal funding agencies.

#### **G. Accounting System.**

The Contractor shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme) to assure that project funds are expended and costs accounted in a manner consistent with the contract and project objectives.

All allowable costs charged to the project, including any approved services contributed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contractors or vouchers evidencing in detail the nature of the charges.

Any check or order drawn up by the Contractor, including any item which is or will be chargeable against the project account, shall only be drawn up in accordance with a properly signed voucher on file in the office of the Contractor, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

#### **H. Billing Procedure.**

Billings shall include appropriate documentation, such as detailed listing of charges being submitted for payment including billable hours and hourly rate, payments to sub-contractors, parking and mileage, supplies, etc. Certain funding sources may require more documentation, such as approved timesheet copies of invoices paid, etc. Contractors must maintain detailed records that are subject to review and/or audit by DRCOG or its representatives.



## **ATTACHMENT B FEDERAL AND STATE REQUIREMENTS**

**Nondiscrimination Provisions** - In connection with this request, the selected respondent(s) shall not discriminate against any employee or applicant for employment because of age, race, sex, color, religion, veteran status, marital status, national origin, disability, being a disadvantaged person, genetic information, sexual orientation or any other status protected by applicable state or local law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including any apprenticeship.

Selected respondent shall comply with all applicable provisions of Title VI of the Civil Rights Act of 1964 and Section 162(a) of the Federal Aid Highway Act of 1973 and with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21).

The selected respondent(s) will furnish all necessary information and reports and will permit access to its books, records, and accounts by DRCOG for purposes of investigation to ascertain compliance with the nondiscrimination provisions of any resultant contract.

**Prohibition Against Employing Illegal Aliens** - Prior to entering into any Contract for this Project, the respondent must certify that it does not knowingly employ or contract with an illegal alien; and that the respondent will participate in the E-Verify program or the Department Program, as defined in C.R.S. §§ 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively in order to verify that it does not employ any illegal aliens.

The respondent acknowledges that any contract shall also include a prohibition against employing illegal aliens in conformance with C.R.S. § 8-17.5-101 et seq., and that respondent will comply with the requirements of C.R.S. § 8-17.5-101 et seq.

**Noncompliance** - In the event of the selected respondent(s) noncompliance with the nondiscrimination provision of any resultant contract, DRCOG shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- a. Withholding of payments under the contract until the compliance by the selected respondent(s), and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

**Single Audit Act Amendment** – State and local governments and nonprofit organizations receiving more than \$500,000 in Federal funds (all federal sources, not just FHWA funds), shall comply with the audit requirements of OMB Circular A-133.

**Employee Financial Interest/Conflict of Interest** (C.R.S. § 24-18-201 and 24-50-507) – These laws require the selected respondent to aver that no State employee has any personal or beneficial interest in the contract and that it has no interest and shall acquire no interest that would conflict with its performance of the services.

The Hatch Act (5 U.S.C. 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

42 USC 6101 et seq. 42 U.S.C. 2000d, 29 U.S.C. 794, and implementing regulation, 45 C.F.R. Part 80 et. seq. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds;

The Americans with Disabilities Act (Public Law 101-336); 42 U.S.C. 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213; 47 U.S.C. 225 and 47 U.S.C. 611.

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 U.S.C. 701 et seq.).

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

**ATTACHMENT C  
DENVER REGIONAL COUNCIL OF GOVERNMENTS DISADVANTAGED BUSINESS  
ENTERPRISE PROGRAM INFORMATION REQUEST FORM**

General Information

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

This firm was established  
on:

\_\_\_\_\_

MM/DD/YYYY

Specify the gross annual receipts of the firm:

- Under \$100,000
- \$100,000-\$500,000
- \$500,000-\$1,000,000
- Over \$1,000,000

Is your company certified as a Disadvantaged Business Enterprise  
under the Colorado Unified Certification Program (UCP)?

- Yes
- No

\_\_\_\_\_  
RESPONDENT

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**ATTACHMENT D**  
**E-VERIFY FEDERAL CONTRACTOR RULE EMPLOYMENT ELIGIBILITY VERIFICATION**

(a) Definitions. As used in this clause—

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

Normally performs support work, such as indirect or overhead functions; and

Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor,

who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor

modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;

- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

**ATTACHMENT E  
SAMPLE CONTRACT**