

Date: 1/1/2025 – 1/1/2029

## **Denver Water Security Consultant/Subcontractor Restricted Projects Prequalification Request for Qualifications (RFQ)**

Denver Water (DW) initiated a security prequalification process for Consultants/Subcontractors to access DW's Restricted documents and project sites when completing a DW project. All Consultants/Subcontractors that will have access to Restricted documents or will be accessing DW's Restricted project sites must submit to be prequalified. If approved, the Consultant/Subcontractor will then be placed on the Security Prequalified Contractor/Consultant List (SPCL) and will subsequently have access to Restricted documents and project sites. The term "Restricted" includes projects identified by DW as Restricted or Highly Restricted. This Request for Qualifications (RFQ) outlines the requirements to be placed on the SPCL.

If you are a prime Consultant or have any Subcontractors or Subconsultants working for you on a DW project, you are responsible for ensuring their staff complies with the same requirements listed below. You may choose to have them submit their own SOQ under their entities name and if approved DW will place them on the SPCL.

### **SECTION 1: INTRODUCTION**

#### **1.1 INTRODUCTION**

This prequalification process consists of the following:

- DW categorizes projects based on where the work is being performed as Restricted or public. Restricted sites include projects at our water treatment facilities, dams, hydropower facilities, specific pump stations, and other critical infrastructure.
- DW requires Consultants/Subcontractors to submit their Statement of Qualifications (SOQ) for approval which ensures Consultants/Subcontractors will comply with DW's security requirements to access Restricted projects.
- This process requires a Consultant/Subcontractor to agree to intermittent audits of its security program by DW personnel, as well as sign a Non-Disclosure Agreement (NDA) and personnel screening affidavit attesting to its intent to comply with certain security related items if awarded a project.
- The SOQ will be evaluated, and if a Consultant/Subcontractor is approved by DW, the Consultant/Subcontractor will be prequalified and placed on the SPCL for a period of four years, beginning on January 1, 2025.
- The prequalification process will remain open, and Consultants/Subcontractors may submit their SOQs at any time during the four-year period. If approved, they will be placed on the SPCL for the balance of the four-year period ending December 31, 2028.
- Intermittent audits will be completed by DW's Security Personnel to ensure compliance with the security procedures/requirements. Failure to comply and/or unsatisfactory audit results may result in suspension from future work or other consequences at DW's discretion.

DW will continue to add Consultants/Subcontractors to this list as they submit their qualifications and become approved. The DW SPCL is posted at:

<https://www.denverwater.org/sites/default/files/2017-05/security-prequalification-contractor-list.pdf>

#### **1.2 REQUESTS FOR INFORMATION**

This RFQ contains the instructions governing how qualifications are to be submitted, the material to be included therein, and the mandatory requirements which must be met to be approved for the SPCL.

Any requests for clarification or additional information regarding submission in response to this RFQ shall be submitted via email to [amy.guire@denverwater.org](mailto:amy.guire@denverwater.org).

### **1.3 SUBMISSION**

Submittal Instructions:

1. Consultants/Subcontractors must submit one emailed electronic copy (.PDF) of the SOQ to [amy.guire@denverwater.org](mailto:amy.guire@denverwater.org). In the subject line, the title shall be: SPCL - (Firms Name) Security Prequalification Submission.
2. Submissions must be in the format noted in Section 3.1. Information must be legible and current. DW reserves the right to disqualify any response submitted incorrectly.
3. The submission must contain the signature of a duly authorized officer or agent of the Consultant's/Subcontractor's company.
4. Submissions become the property of DW upon receipt. The content of submissions will be kept on file for future use if applicable.

Submissions may be withdrawn, or the Consultant/Subcontractor may request their company be removed from the SPCL at any time. This request must be submitted in email and specify the name of the authorized agent and contact information to verify the request.

## **SECTION 2: ADMINISTRATIVE REQUIREMENTS**

### **2.1 OBJECTIVE**

This RFQ enables DW to obtain necessary documents from Consultants/Subcontractors and ensure security procedures will be adhered to for DW Restricted projects. The RFQ is not a contractual offer or a commitment that if approved and listed on the SPCL, the Consultant/Subcontractor may be invited to perform work on upcoming projects.

### **2.2 NOTIFICATION**

DW will review the submitted SOQs and if approved, update the SPCL within twelve business days of receipt of the SOQ. Individual letters will be emailed to each Consultant/Subcontractor that submitted an SOQ notifying them of approval status.

### **2.3 RIGHT TO REJECT SUBMISSIONS AND NEGOTIATION**

DW reserves the right to reject any and all submissions, and to waive any informalities or defects in the submissions received, to accept or reject any or all of the items in the submission, if it is in DW's best interest.

### **2.4 CONFIDENTIALITY**

Consultants/Subcontractors acknowledge that DW may be required to disclose any or all of the documents submitted with a response, pursuant to the Colorado Open Records Act, C.R.S 24-72-200.1, et seq. Under C.R.S § 24-72-204(3)(a)(IV), DW may deny inspection of any confidential commercial information furnished to DW by an outside party. Therefore, the Consultant/Subcontractor must clearly designate any documents submitted with its response that the Consultant/Subcontractors deems proprietary or confidential, to aid DW in determining what should be disclosed in the event of a request for documents under the Colorado Open Records Act. RFQs submitted and terms and conditions specified in each Consultant's/Subcontractor's response shall remain the property of DW.

## **SECTION 3: SOQ REQUIREMENTS AND REVIEW PROCESS**

### **3.1 FORMAT**

Each submission shall include the five sections titled below. The cover page shall include the following:

Denver Water Security Prequalified Contractor/Consultant List – RFQ  
Company's Name  
Company's Address  
Name of Duly Authorized Office or Agent, Phone Number and Email Address  
The date of submittal

Font Size: The font size for text pages shall be no smaller than 10 point.

SOQs that do not follow this format or are illegible will not be considered.

#### **Section 1 – Consultant's/Subcontractor's General Information Form**

Complete and return the attached Consultant's/Subcontractor's General Information Form. Include the name and contact information for the individual that will be notified regarding the status of the SPCL proposal in this form, and in the body of the email when submitting.

#### **Section 2 - Drug and Alcohol Policy**

Provide a description including the protocol of Consultant's/Subcontractor's drug and alcohol screening program and the type and number of employees subject to Consultant's/Subcontractor's drug screening protocol.

#### **Section 3 –NDA**

Sign and return the attached NDA, certifying the Consultant's/Subcontractor's commitment to manage the use and distribution of confidential DW information, including but not limited to project bid documents, contract documents, or other information related to a secure project. Consultant/Subcontractor acknowledges that they will be bound to the restrictions of the NDA for all potential future work for any confidential information they receive as an approved Consultant/Subcontractor on a DW Restricted project.

#### **Section 4 – Affidavit to comply with Personnel Screening Procedures**

Sign, notarize and return the attached Personnel Screening Expectations Affidavit form, certifying the Consultant's/Subcontractor's commitment to complete employee background screening procedures (criminal history and/or credit check), including certified background checks as defined for specific DW projects. Consultants/Subcontractors working on restricted projects may be subject to DW access requirements and that certain locations may also require additional training requirements.

#### **Section 5 – Affidavit to comply with Security Program Audits**

Sign, notarize, and return the attached Intermittent Audit Consent and Affidavit form, certifying Consultant's/Subcontractor's agreement to permit DW Personnel to intermittently visit Consultant/Subcontractor facilities in order to conduct audits of records related to the items listed above as well as other security records associated with a contract.

### 3.2 REVIEW PROCESS

Consultant's/Subcontractor's submission and approval will be evaluated on the criteria listed below:

Criteria	
Consultant/Subcontractor General Information Form	Yes/No
Executed NDA	Yes/No
Executed Personnel Screening Expectations Affidavit Form	Yes/No
Executed Intermittent Audit Consent and Affidavit Form	Yes/No
Drug and Alcohol Policy Description (Attached Copy of Policy)	Yes/No

### 3.3 PROCESS SCHEDULE

The selection and process schedule are tentatively set as follows:

RFQ Received	Open until December 31, 2028
Update SPCL (notification of approval)	Within twelve days of receipt of RFQ

**APPENDIX A**

**CONSULTANT'S/SUBCONTRACTOR'S GENERAL  
INFORMATION FORM**

**CONSULTANT'S/SUBCONTRACTOR'S GENERAL INFORMATION FORM**

**OFFICIAL COMPANY NAME:** \_\_\_\_\_

- ( \_\_\_\_\_ ) A Corporation
- ( \_\_\_\_\_ ) A Partnership
- ( \_\_\_\_\_ ) An Individual

**BUSINESS ADDRESS:** \_\_\_\_\_

If a corporation:

When incorporated and which state? \_\_\_\_\_

License to do work in Colorado? \_\_\_\_\_

President and/or two others (Colorado office) authorized Officers? \_\_\_\_\_

If a partnership:

Date of organization? \_\_\_\_\_

State whether partnership is general, limited or other association. \_\_\_\_\_

Security/Safety Contact Person's Name: \_\_\_\_\_

Security/Safety Contact Person's Telephone Number: \_\_\_\_\_

Security/Safety Contact Person's Email Address: \_\_\_\_\_

How many projects over the last 5 years has the consulting company performed on restricted access or secure projects? \_\_\_\_\_

Detail the Consultant's/Subcontractor's written security program if applicable. \_\_\_\_\_

Identify procedures or policies of the Consultant/Subcontractor that ensure adequate security issues are preplanned to address restricted projects as they relate to, but may not be limited to: Contract Documents, including but not limited to drawings, specifications, shop drawings, submittals, Operations & Maintenance (O&M) Manuals, photographs, electronic files, studies, and other information, Subcontractor and vendor bidding processes, Restricted document distribution and control, and Project personnel: \_\_\_\_\_

**APPENDIX B**

**NON-DISCLOSURE AGREEMENT**

## NON-DISCLOSURE AGREEMENT

This is an Agreement between Consultant/Subcontractor, identified below, and the City and County of Denver, acting by and through its Board of Water Commissioners ("Board").

1. The Board is the owner of certain confidential and/or security-sensitive information relating to its water system and components thereof ("Confidential Information"), which the Board represents is not subject to public inspection under C.R.S. § 24-72-201 *et. seq.*, and which the Board has taken and continues to take steps to protect as confidential and restricted.
2. The parties recognize that it may be necessary for the Board to provide information, including but not limited to Confidential Information, to Consultant/Subcontractor for the purpose of preparing cost estimates, studies, reports, basis of design memos, contract documents, etc. for any contract or agreement ("Contract") and potentially for Consultant/Subcontractor to perform the work required by the Contract. Consultant/Subcontractor acknowledges that it may receive Confidential Information from a contractor working on behalf of the Board and that this Agreement also will apply to such Confidential Information.
3. Confidential Information includes any Contract Documents, including but not limited to drawings, specifications, shop drawings, submittals, Operations & Maintenance (O&M) Manuals, photographs, electronic files, studies, and other information that the Board provides to Consultant/Subcontractor before or during the term of the Contract, as well as any of the above items developed by Consultant/Subcontractor for the Board during the term of the Contract. Any other information provided by either party shall be labeled as or identified as confidential in order to be protected under this Agreement.
4. The Board, in its sole discretion, may provide to Consultant/Subcontractor the Confidential Information in the form of the Board's choosing.
5. If the Board provides or Consultant/Subcontractor requests the Confidential Information in a format requiring particular software, it is understood that Consultant/Subcontractor will secure at its sole cost any and all necessary software licenses, authorizations or other intellectual property rights for the transfer and use of the Confidential Information.
6. As part of this Agreement, the Board may permit Consultant/Subcontractor to visit one or more Board facilities according to a schedule to be determined by the Board. Consultant/Subcontractor is prohibited from taking any pictures or video or making any electronic recordings of any kind during its visit(s) to the Board's facilities without the prior approval of the Board's site or area supervisor. Consultant/Subcontractor acknowledges that it may learn information about and receive documentation about the Board's facilities during the visit(s), and Consultant/Subcontractor agrees that such information and documentation will be considered Confidential Information under this Agreement.
7. The Consultant/Subcontractor is prohibited from making any copies, scans, or duplicates of the Confidential Information provided by the Board, and from taking any pictures, video, or making any electronic recordings of any kind during any meetings or presentations with the Board where Confidential Information is discussed, without prior approval of the Board's representative, confirmed in writing. The Consultant/Subcontractor is prohibited from sharing any Confidential Information with third parties, except as provided in this Agreement, without prior approval of the Board, confirmed in writing.
8. Consultant/Subcontractor shall hold and use the Confidential Information only for the purposes of preparing a cost estimate, quote, or proposal for the Contract, if Consultant/Subcontractor so chooses, and for performing the work required by the Contract if selected as the successful Consultant/Subcontractor. Consultant/Subcontractor shall limit disclosure of the Confidential Information to only its employees and subcontractors who have a need to know the Confidential Information. Consultant/Subcontractor will not use or derive any direct or indirect benefit from any information provided by the Board, or from any part thereof, without the prior written consent of the Board; this prohibition will survive the termination of this Agreement. Consultant/Subcontractor shall take reasonable steps to ensure that anyone to whom it provides the Confidential Information complies with the terms of this Agreement.
9. [Deleted Intentionally].

10. Consultant/Subcontractor shall not be liable to the Board for disclosure of any information, including but not limited to Confidential Information, if the information:
  - a. Was in the public domain at the time it was disclosed, or
  - b. Becomes part of the public domain without breach of this Agreement, or
  - c. Is obtained by Consultant/Subcontractor from a third party that is lawfully in possession of such information and is not in violation of any contractual or legal obligation to the Board or other third party with respect to such information, or
  - d. Is disclosed with the prior written approval of the Board, or
  - e. Was independently developed by Consultant/Subcontractor, or
  - f. Is disclosed pursuant to the provisions of a court order or subpoena, provided that the Board has had an opportunity to object or intervene in the matter.
11. The provisions of this Agreement shall supersede the provisions of any inconsistent language that may be affixed to any information provided by the Board, and the inconsistent provisions of any such language shall be without any force or effect during the term of this Agreement.
12. Confidential Information and any other information or materials provided by the Board to Consultant/Subcontractor shall be returned to the Board, or to the Board's contractor that supplied the information, (1) at such time as it is no longer required for the purposes described in this Agreement or (2) upon request of the Board at any time. A form of the certification of deletion will be supplied upon request.
13. If Consultant/Subcontractor loses or makes unauthorized disclosure of any of the Board's information protected by this Agreement, it shall notify the Board immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.
14. The standard of care for protecting Board information provided to Consultant/Subcontractor will be at least that degree of care Consultant/Subcontractor uses to prevent disclosure, publication or dissemination of its own proprietary information, provided that degree of care is at least reasonable.
15. Consultant/Subcontractor shall not be liable to the Board for the inadvertent or accidental disclosure of any of the Board's information protected by this Agreement if such disclosure occurs despite the exercise of at least the same degree of care as Consultant/Subcontractor normally takes to protect its own proprietary information, provided that degree of care is at least reasonable.
16. If Consultant/Subcontractor receives a request by a third party, under the Colorado Open Records Act (C.R.S. § 24-72-201 et. seq.) or otherwise, to provide any information it has received pursuant to this Agreement, it shall treat all such information as confidential or otherwise protected from disclosure, unless it is permitted to be disclosed under this Agreement. In the event of such a request, Consultant/Subcontractor shall notify the Board in writing as soon as reasonably possible.
17. In providing any information under this Agreement, the Board makes no warranty or representations, either express or implied, as to the information's adequacy, sufficiency, or freedom from defect of any kind, including freedom from any patent infringement that may result from the use of such information, nor shall the Board incur any liability or obligation whatsoever by reason of providing such information.
18. This Agreement contains the entire agreement relative to the protection of information to be provided by the Board for the purposes described in this Agreement and supersedes all inconsistent prior or contemporaneous oral or written understandings and agreements regarding this issue. This Agreement shall not be modified or amended, except by an amendment executed by the Board and Consultant/Subcontractor.
19. Nothing contained in this Agreement, by express grant, implication, estoppel or otherwise, shall create in Consultant/Subcontractor any ownership, right, title, interest, or license in or to the documents, information, inventions, patents, technical data, computer software, or software documentation of the Board.
20. Notwithstanding that the Board may provide information for the purposes described in this Agreement, the Board does not waive any claim that the information it provides is privileged, proprietary, and/or confidential.

21. Nothing contained in this Agreement shall grant to Consultant/Subcontractor the right to make commitments of any kind for or on behalf of the Board without the prior written consent of the Board.
22. Nothing contained in this Agreement shall be construed as restricting the Board's right to restrain use or dissemination of the Board's information in accordance with applicable federal, state, or local law or regulation, or at common law.
23. Nothing contained in this Agreement shall require Consultant/Subcontractor to submit a cost estimate, quote, or proposal to the Board for the Contract.
24. In the event the Board selects Consultant/Subcontractor for the Contract, this Agreement shall remain in effect for the term of the Contract at a minimum and, additionally, for as long as the Consultant/Subcontractor is in possession of the Board's information that is protected by this Agreement. In the event the Board does not select Consultant/Subcontractor for the Contract, this Agreement shall remain in effect for as long as the Consultant/Subcontractor is in possession of the Board's information that is protected by this Agreement.
25. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado with venue for any legal action in the District Court for the City and County of Denver.

**To be completed by Consultant/Subcontractor:**

Name of Consultant/Subcontractor: \_\_\_\_\_  
(Print name legibly)

By execution below, signer certifies that s/he is authorized to accept and bind Consultant/Subcontractor to the terms of this Agreement.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX C**

**PERSONNEL SCREENING EXPECTATIONS AFFIDAVIT**

**PERSONNEL SCREENING EXPECTATIONS AFFIDAVIT**

**[To be completed by any applicant for prequalification for Denver Water's (DW) Restricted and Highly Restricted Capital Projects]**

Name of Consultant/Subcontractor (printed): \_\_\_\_\_

As an officer and authorized representative of the above-named Consultant/Subcontractor, I certify and agree as follows.

All of Consultant's/Subcontractor's employees working onsite for DW's Restricted and Highly Restricted Capital Projects will have been the subject of a background check no more than one year prior to the assignment and will have been determined by the Consultant/Subcontractor to not pose a risk to persons or property. Background checks must include a Colorado Bureau of Investigation (CBI) Criminal History Check and if the employee or agent has lived outside the State of Colorado or the United States during the last five years, a criminal history check from each state or country of residence.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ (name) as the \_\_\_\_\_ (title) of \_\_\_\_\_ (company).

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My commission expires: \_\_\_\_\_

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

**APPENDIX D**

**INTERMITTENT AUDIT CONSENT AFFIDAVIT**

**INTERMITTENT AUDIT CONSENT AFFIDAVIT**

**[To be completed by any applicant for prequalification for Denver Water's (DW) Restricted and Highly Restricted Capital Projects]**

Name of Consultant/Subcontractor (printed): \_\_\_\_\_

As an officer and authorized representative of the above-named Consultant/Subcontractor, I certify and agree as follows.

1. DW Security Division personnel shall have access, during normal business hours and upon 48 hours' notice, to Consultant's/Subcontractor's facilities and records to audit Consultant/Subcontractor compliance with the security requirements of DW for its Restricted and Highly Restricted Capital Projects. These records include but are not limited to those pertaining to employee background and drug and alcohol checks. The frequency of such audits is at DW's discretion.
2. Consultant/Subcontractor understands that its compliance with these requirements may be a factor in its eligibility for future work with DW.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ (name) as the \_\_\_\_\_ (title) of \_\_\_\_\_ (company).

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My commission expires: \_\_\_\_\_

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public