

**Low Voltage MSA  
RFP-IT-25-018**

**August 6, 2025**

**REQUEST FOR PROPOSALS**



**City of Commerce City, Colorado  
Information Technology**

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## 1. INVITATION

The City of Commerce City (“City”) is soliciting proposals from qualified vendors (“Respondents”) for the provision of communications systems and services, as described in this Request for Proposals (“RFP”). The selected Respondent is expected to provide and implement a performance measurement system that will meet present and future needs, as more fully detailed in the Scope of Services section of this RFP (“Services”)

This RFP provides a general description of services anticipated, submittal requirements, outlines selection criteria and the selection process. A response to this RFP (“Proposal”) should serve as a complete approach to providing the services. Joint submittals are encouraged to ensure the ability to provide all services requested in this scope. Any proposed subcontractors/team members must be identified and their roles clearly defined in the Proposal.

The City intends to execute a contract with an anticipated notice to proceed date of October 1, 2025, with the selected Respondent (“Consultant”) on a non-exclusive basis for a term that encompasses the length of time the Services are anticipated to require, subject to annual appropriation. Any selected Respondent will be expected to enter into a Professional Services Agreement (Attachment A) with the City consistent with the terms of this RFP.

Submission requirements and deadlines are detailed in Sections 2 and 5 of this RFP:

- The City uses the Rocky Mountain E-Purchasing System (BidNet) in the advertisement and facilitation of solicitations. Respondents must only rely on documents provided online through BidNet or received directly from the Procurement official.  
[www.bidnetdirect.com/city-of-commerce-city](http://www.bidnetdirect.com/city-of-commerce-city)
- Questions regarding RFP requirements must be submitted online through BidNet prior to the deadline included in Section 2.

The City reserves the right to modify this RFP or the selection process, to cancel this RFP, to reject or accept any Proposal, and to waive any informalities or irregularities in any Proposal, without liability, at any time.

## **2. SELECTION SCHEDULE /KEY DATES**

The solicitation and selection process includes the following steps and schedule:

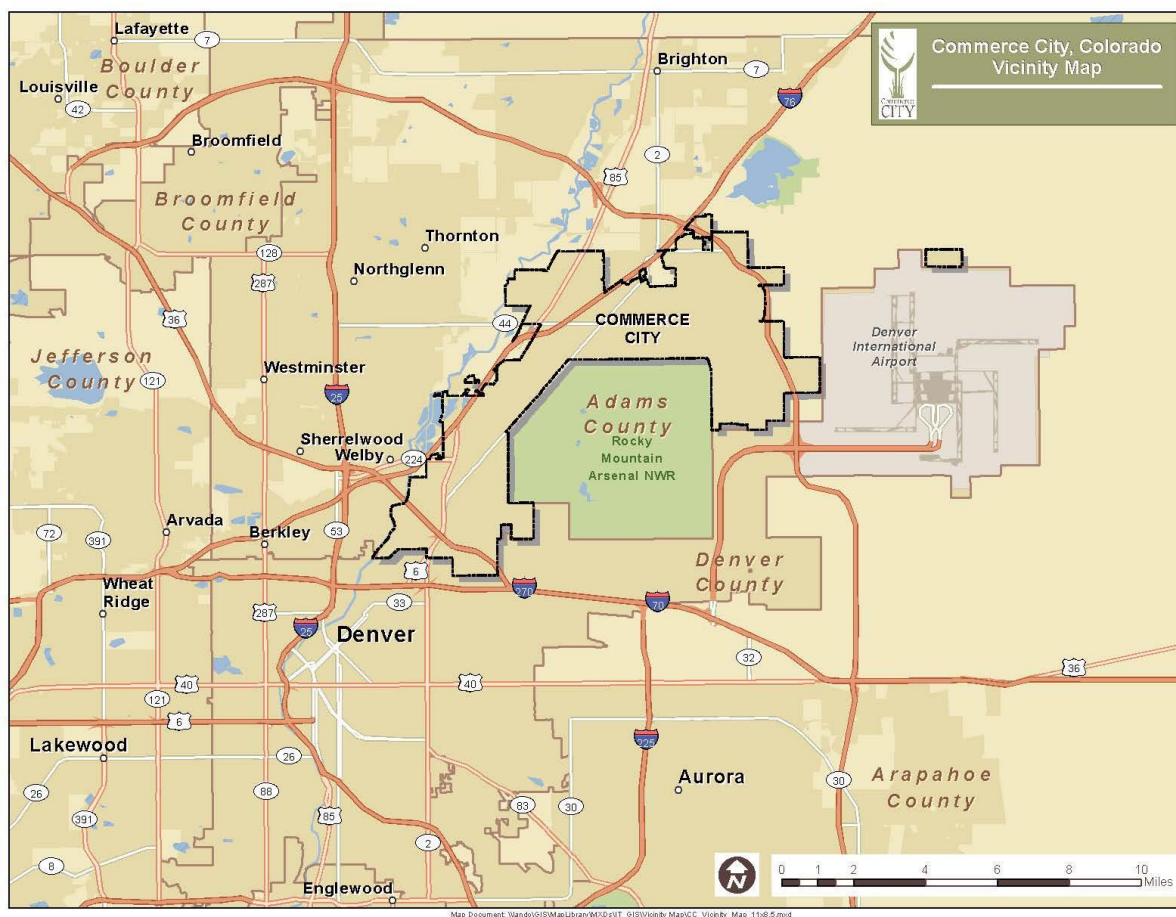
Publication and distribution of RFP:	Wednesday, August 06, 2025
Question submission deadline:	Wednesday, August 27, 2025
Responses to questions posted (anticipated):	Within two (2) business days after question being posted
Proposal submission deadline:	Wednesday, September 03, 2025, (2:00 p.m. MT)
Review period (anticipated):	2 week(s)
Interviews (if any) (anticipated):	Week of September 22, 2025
Selection (anticipated):	Friday, September 26, 2025
Respondent submits insurance and other required documentation:	Within ten (10) calendar days of Notice of Intent to Award
Execute contract (anticipated):	Friday, October 10, 2025

The City reserves the right to modify this schedule as needed. Date for responses to questions and dates after the submission deadline are anticipated dates; modifications of those will not be posted.

### 3. COMMERCE CITY INFORMATION

#### Community Context

The City of Commerce City, Colorado is located in the rapidly growing Denver-metro area, just eight miles northeast of Denver in Adams County. The city is surrounded by the communities of Brighton, Denver, Aurora, and Thornton, several wildlife parks (Barr Lake State Park to the north and the Rocky Mountain Arsenal National Wildlife Refuge to the east), and the Denver International Airport (DIA). A key feature of the city is its location along major regional travel routes (roadways (I-76, I-270, and E-470), railways (Burlington Northern/Santa Fe and Union Pacific), and air (Denver International Airport)), which has helped to retain a strong industrial base for the city's economy.



#### About Commerce City

As one of the state's fastest growing cities, Commerce City is redefining itself for the next generation, building on historic values of community, industry, agriculture and family. Centrally located Colorado's bustling Front Range, Commerce City is a Quality Community for a Lifetime, with 25 miles of trails, a championship golf course, 840 acres of open space and parks, one of the country's largest soccer complexes and the nation's largest urban wildlife refuge. Learn more at [www.c3gov.com](http://www.c3gov.com).

## 4. SCOPE OF WORK

### 1.0 Introduction

The City of Commerce City (City) requires the provision of communications systems and services, including the following:

- **Structured Cabling** - Turn-key installation of structured cable systems for voice, data, and security for City new construction, construction renovation of new and existing spaces, and major move projects.
- **Move/add/change (MAC)** - cabling services for existing structured cable installations.
- **CATV Distribution** - Turn-key installation of CATV distribution systems in facilities where the City has a presence, including both home-run designs and distributed trunk-and- tap designs.
- **Abandoned Cable Demolition/Wreck-out** - and disposal services for both large and small-scale projects.
- **Audio/Video** - Installation of audio/video infrastructure cabling movement of City provided equipment.
- **Campus Backbone Structured Cabling** - Turn-key installation of inter-campus backbone cabling required to inter-connect two or more buildings on a single campus.
- **Administration Services** - Project management and contract administration services to manage and track all of the services listed herein.

### 2.0 Background

The City desires to establish a Master Service Agreement with a qualified vendor(s) to meet the City's low-voltage needs on various projects as they arise. Low-voltage work for the City varies from small scale installs to meet individual needs up to full facility construction and remodeling. The City is currently in the design phase for a new, large, police substation, remodeling the Buffalo Run restaurant and pro-shop, both of which will require a full structured cabling install. Additionally, as the City grows, there are always needs to restructure offices, add capabilities supported by low-voltage infrastructure, to support changing requirements.

### 3.0 Term of Contract

This Contract shall remain in effect for a term of 36 months or the City terminates the Contract.

The Contractor shall complete each project and deliverables within the agreed-upon schedule and within the limits provided by the executed contract.

#### 4.0 City Holidays

City Holidays currently include: New Year's Day; Martin Luther King Day; President's Day; Memorial Day; Juneteenth; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day After Thanksgiving; Christmas Day.

#### 5.0 Requirements/Tasks

The Contractor shall perform all services in accordance with the executed Contract Agreement included as Attachment A. ***The Contractor shall refer to Attachment A for all contract requirements, including insurance, indemnification, compensation, termination, and payment standards.***

The Contractor shall provide the following services:

- **Structured Cabling** - Turn-key installations of structured cabling systems for voice, data and security per applicable standards, codes and specifications for each project. New installations may range from small (less than 20 drops) to large (hundreds of drops). Installations may include cable pathway installations (trays, conduits, J-supports, etc.), cable pulls, cable terminations, installation of racks and cabinets, grounding and bonding, labeling, all other components specified for each project under the Contract, review and validation of system design, and certification testing and delivery of as-built documentation and test results.
- **Moves, Adds & Changes (Maintenance)** – maintenance includes moves, adds and changes to existing structured cable systems. Maintenance work may require the same types of deliverables as described above for new installations.
- **CATV Distribution** - Turn-key installations of distributed CATV structured cable systems, using either trunk-and-tap designs for larger installations, or home-run designs for smaller installations. Installations may include review and validation of system design, installation of cable pathway hardware, cable pulls and terminations, system balancing, performance testing, grounding and bonding, labeling, all other components specified in each project under the Contract, and delivery of as-built documentation and test results.
- **Abandoned Cable Demolition/Wreck-Out** – Cable demolition projects may include inspection and reporting on existing abandoned cables, identification and tagging of existing cables for demolition and/or preservation, removal and disposal of cables identified for demolition, and reporting on work results.
- **Audio-Video** – Installation of Audio-Video infrastructure cabling including structured cabling systems to support audio-video presentations in training rooms, conference rooms and other multi-media spaces. Installation may include cable pathway hardware, cable pulls and terminations, grounding and bonding, labeling, all other components specified for each project under the Contract, testing and delivery of as-built documentation and test results. Audio Video will not include the purchase of any

Audio-Video hardware, however will include the installation of City purchased and provided items such as external speakers, horns, displays, ringers, paging controllers, amplifiers, telephone system interface etc.

- **Campus Backbone Structured Cabling** – Some new installations may include inter-campus cabling between buildings. Campus cabling installations may include trenching for buried conduits, aerial installations, installation of buried conduits, buried vaults and/or pull points and other underground structures, building entrance wall penetrations and cabling enclosures, installation of fiber optic and copper multi-pair campus backbone cables, cable pulls, cable terminations, installation of racks and cabinets, grounding and bonding, labeling, all other components specified in each project issued under the Contract, and certification testing and delivery of as-built documentation and test results. Campus backbone site work may require review and approval by professional engineers and may require permits.
- **Administration Services** - Contract administration services, including, but not limited to, quotations for individual projects, billing and invoicing, expenditure tracking and reporting, management of sub-contractors (if applicable) to ensure timely and satisfactory work results, change order tracking and reporting, scheduling, work progress inspections and reports, and other management services required to provide satisfactory work results.

#### **4.1 Contractor Responsibilities**

- **Responsible for Sub-Contractors** - The Contractor shall be responsible for all work performed by Contractor's sub-contractors, if applicable.
- **As-Built Documents** - Contractor shall be responsible for delivery of all as-built documents for the installed system and its components. These documents include, at a minimum, as-built floor plans noting the locations and labeled identifiers for installed components, applicable materials Warranties and workmanship Warranties, and installed cable test result reports. The supplier shall grant the City the authorization to reproduce any document provided for internal use.
- **Cable Testing** - Contractor, or Contractor's sub-contractor(s), if applicable, shall be responsible for conducting cable certification testing of installed cables per project specifications for each project. Testing must be successfully conducted before the City approves the final sign-off for the acceptance of the system. See Section 4.3, "Acceptance of Work."
- **Job Safety** - Contractor shall be responsible for coordinating safety training for all personnel involved in performing work for each project. Contractor is wholly and ultimately responsible for ensuring the safety of all Contractor's personnel, sub-contracted or otherwise. Contractor shall provide to City a complete accident report of any serious job injury occurring to Contractor's employee or Contractor's sub-contracted employee within 24 hours of the occurrence. Contractor, and Contractor's sub-contractors, shall comply with OSHA safety requirements. All staff onsite should have a minimum of OSHA10, Project Managers should have OSHA30.



- **Quotations and Turnaround Times** - Contractor shall be responsible for delivery of complete quotations based on each project and the provided documentation. Due dates for quotations for Moves, Adds and Changes shall be provided within 5 business days of the walkthrough. Commencement and completion of work will be negotiated for each project based upon approval from the City. Quotations for projects less than \$20K, shall be provided within 7 business days of a walkthrough, unless mutually decided otherwise due to an emergent issue for the City. Quotations for projects over \$20K due 10 business days, unless mutually decided otherwise due to an emergent issue for the City not to exceed 15 business days. Contractor shall notify City contact immediately if there are any discrepancies or confusion related to the projects in order to not impact the due date. Price quotations provided by Contractor shall be all-inclusive and shall represent all components needed for complete installation of each project. The Contractor shall be responsible for providing all parts, labor, tools, supporting hardware, safety equipment and any other associated apparatus and effort necessary to completely install, test and deliver to the City each system specified in the project documents. It is the responsibility of the Contractor to inform the City prior to Quotation of discrepancies or errors in documentation that may result in incomplete, incorrect or insufficient materials or labor required to complete the project. In case of failure by Contractor to notify the City of such deficiencies, the materials and/or labor required to satisfy acceptance of the project are to be supplied by the Contractor without claim for additional payment.
- **Site Surveys/Walk-Throughs** – Site surveys and walk-throughs of job sites shall be included for each project issued under the Contract at no additional cost to the City. The City will require a weekly standing walkthrough for Moves, Adds, and Changes (MAC's). Walkthroughs for project work will be scheduled as needed.
- **Contract Administration** - The Contractor shall be responsible for tracking and reporting all financial transactions related to active projects, including, but not necessarily limited to, quotations, invoices, change orders, contract performance and any other financial data related to the Contract. Contractor shall participate in a standing monthly status meeting with the City regarding all transaction status, such as closed, open, working, holding, etc. Contractor shall provide for review to the City a means for input and tracking of all transactions.
- **Payments to Sub-Contractors** - The Contractor shall be wholly and solely responsible for timely and accurate payments made to sub-contractors for work performed, if applicable.
- **Permits, Fees and Inspections** - The Contractor shall obtain and pay for all permits, fees and inspections required to complete each project.
- **Overtime Labor** - Contractor may not make claim to City for overtime labor costs incurred unless agreement is made between Contractor and City to include such costs prior to commencement of work on each project.

- **Regulatory Compliance** - The Contractor is responsible in whole, and on behalf of Contractor's sub-contractors, for complying with all local, state and Federal laws and regulations applicable to the work performed, even if said laws and regulations are not identified herein or in specific project documentation.
- **Trash Removal** - Contractor is responsible for trash removal from jobsite, disposal and/or recycle of all packing materials, debris and trash created by Contractor and/or Contractor's sub-contractors including sweep or vacuuming all dust and debris from flooring and furniture. City will ask contractor to revisit site to complete clean up if not done initially.
- **Policy Compliance** – Contractor is responsible in whole, and on behalf of Contractor's sub-contractors, for complying with City's job site policies and guidelines detailed in each project.
- **Progress Reports** – Contractor shall provide weekly progress reports to City for each project with completion timelines longer than one week.
- **Storage of Materials** – Contractor shall unload and store materials at the job site in locations designated by City if applicable. If there is not space at the jobsite to store materials, Contractor shall be responsible for storage of job materials. Contractor shall be responsible for storage and safe-keeping of job materials during the job, and for preventing theft of Contractor's equipment and supplies. Deliveries of materials to the job site must be coordinated with City. Contractor is responsible for removing all pallets.
- **Shipping and Handling** – Contractor shall normally be responsible for paying shipping and handling fees associated with goods and supplies delivered for each project issued. Exceptions may be made for some orders. Contractor is responsible for identifying shipping and handling fees to be paid by the City prior to ordering the materials.
- **Visual Identification** – For the Contractor's protection, all Contractor employees and sub-contracted personnel must wear some form of clothing (shirts, jackets, caps, etc) bearing the Contractor's logo or trade name while working at the job site. Contractor staff shall also wear their City issued Contractor badge at all times.
- **Materials/Services Invoices** – Contractor shall supply copies of Contractor's invoices from Contractor's suppliers for materials and services to the City upon request.
- **Project Progress Meetings**– If required, Contractor shall attend construction meetings and planning meetings between City, General Contractors, and others, as required
- **Normal Working Hours** –Contractor, and Contractor's sub-contractors, shall be available for work Mondays through Fridays (excluding holidays) from 8:00AM to 5:00PM. The Contractor shall not receive overtime labor fees for work performed during these normal working hours.

## 4.2 City Responsibilities

- **Oversight** - A designated individual will be responsible for management of the contract for the City (“Project Manager”). The City will provide reasonable assistance to the Contractor in the scheduling of meetings, interpretation of policy and procedural requirements, research relating to internal documents, coordination with outside agencies and City staff, but the City’s obligation will not limit Contractor’s obligations to perform the Services. The City will rely on the personnel, experience, and expertise of the Contractor to ensure all necessary components of the scope of services are completed.
- **Provide Necessary Project Documentation** – City will provide necessary documentation and specifications such as telecommunications drawings, specifications documents and any other drawings or documents applicable to each project issued under the Contract to allow the Contractor to adequately estimate, quote and install the job. City will provide to Contractor standardized document formats used for each project issued under this proposed Contract, such as project statements, Change Requests, job specification documents, etc. Project documents will detail the desired work results, conditions of the work site, special provisions (if any), project schedules and delivery due dates, drawings, and any other related details.
- **Single Point of Contact** – City will provide a single point of contact person for each project.
- **Approve Project Schedules** – City will approve Contractor’s submitted schedule milestones and deliverables.
- **Walk-Throughs** – City will conduct walk-through inspections with the Contractor prior to Quotation for each project.
- **Logistics and Facilities** - Make reasonable effort to provide facilities for restrooms, materials storage, lighting, delivery facilities and other logistical requirements. It may not be possible for the City to provide such facilities. In such cases, the Contractor may have to provide some or all of the facilities listed herein. In some other cases, facilities listed herein may be provided by General Contractors.
- **Coordinate Meetings** – City will coordinate construction meetings and planning meetings (if required) between City, General Contractors, Contractor and others.
- **Unforeseen Events** – City will not hold Contractor liable for costs or damages that occur as the result of project changes initiated by City, changes in construction schedules not under Contractor’s control, forces of nature, external events, Acts of War or Acts of God.

## 4.3 Acceptance of Work

The City will make payments for each project upon final acceptance of the work results. The City may agree to issue progress payments to the Contractor based on agreed project milestones for larger projects.

Final acceptance of work is defined as follows:

- Cables are installed, terminated and tested per specifications, and found to be defect-free.
- Work performed by Contractor is inspected by the City and found to satisfy the requirements of each project.
- Contractor has delivered to City the as-built documentation for the installation, cable testing, materials/services invoicing, and Panduit Warranty documentation. City and Contractor conduct a final walk-through of each project, noting deficiencies and/or errors in installation or workmanship, creating a punch list of items to be corrected. Work will be accepted upon completion of remediation of all punch list items.

#### **4.4 Warranties**

Applicable warranties for materials and/or workmanship for each project must be delivered to City, along with any associated manufacture's warranties. In addition, materials and workmanship provided to City for each project must be warranted by the Contractor for a period of ten (10) years following final acceptance of each project, even if manufacturer's materials warranties are of shorter duration. Defects found to be caused by faulty materials or workmanship shall be corrected by the Contractor at no cost to City. An example of faulty workmanship is an incorrectly wired jack, or a cable that was damaged due to excessive pulling force or inadequate support.

The period of Contractor's warranties for any items herein are not exclusive remedies, and the City has recourse to any warranties of additional scope transmitted by the Contractor to the City and all other remedies available at law or in equity.

#### **4.5 Functional Requirements**

Cable installs shall adhere to industry standards for the type of cable being installed. Most requests for low-voltage cabling will concern Cat6A Ethernet cabling adhering to the ANSI/TIA-568 standard. The City does not have a specific preference for cable manufacturer, but prefers options that are supported by a multi-year warranty and a recognized industry certification such as CommScope.

The City prefers blue as a color standard for inside-plant, structured, Ethernet cabling. Other colors may be specific for specific installs or different types of cables, and may depend on the requirements for any particular project.

If standards and requirements change over the life of this agreement, the Contractor shall meet any reasonable requirement and work with the City on updating any standards and expectations established previously.

## 5. PROPOSAL FORM

The Proposal must be typed or computer generated and submitted in the format described below. Proposals (not including examples of previous work) shall be no more than 25 pages (8.5" x 11") with a minimum font size of 11 point. Marketing materials are discouraged and will count toward the 25-page maximum. The City requests that only information relevant to the Proposal be included. Proposals that do not meet the mandatory requirements herein may be considered non-compliant and may be rejected.

Respondents may request parts of their Proposals to remain confidential and must indicate such in the Proposals and on the appropriate proprietary or financial pages; provided, under no circumstances may an entire Proposal be marked or identified as proprietary. **The City will take reasonable steps to keep confidential only documents actually prohibited from disclosure under the Colorado Open Records Act ("CORA" or "Act"), C.R.S. § 24-72-201, *et seq.*, which efforts may include notifying the Respondent of a CORA request and allowing the Respondent to take steps to prevent disclosure, where and when it is reasonably possible to do so. By submitting a Proposal, each Respondent releases the City from any claim of damage or loss arising from the release of confidential or proprietary information not clearly designated as such by a Respondent, from the City's disclosure of such information following the City's prior notification to the Respondent, and from any claims arising from the release of documents not protected from disclosure under the Act.**

Proposals shall include the following items in the order listed:

- A. **Cover Letter**: A cover letter indicating the Respondent's interest and identifying the entity or entities submitting the Proposal with the complete name and address of the participating firm(s). Include the name, address, email address, and telephone number of the person to contact regarding your firm's response, along with other contact information for those authorized to represent the Respondent. The letter should also include:
  - A signature by a representative of the Respondent authorized to bind the Respondent for the terms proposed.
  - Any criteria expected by the City that Respondent will not provide.
  - Any proposed exceptions to the Master Services Contract form (Attachment A).
  - Any other information not appropriately contained in the body of the Proposal.
- B. **Technical Approach and Project Strategy**: A detailed description of the general approach that will be used to deliver the services as outlined in the Scope of Work. Describe your technical plan for accomplishing projects. The proposed approach and project strategy shall address, at a minimum, the following information:
  - A description of your process for reviewing, estimating, and quoting each project.

- A description of how you intend to track and manage projects.
- A description of the typical documentation you intend to provide for each project received.
- Your plan for accomplishing work described in the Sample Scope of Work, Exhibit A.

C. **Demonstrated Applicable Experience and Personnel Qualifications.** Demonstrated experience in providing communications systems and related services. Respondent shall provide a description of the history, experience, and qualifications of the Respondent and any proposed subcontractors to perform the services as outlined in the Scope of Work. Include the following:

- Names and addresses of all firms to be involved in the work
- History, size, and structure of the firm(s)

**Relevant Company Experience.** Describe only relevant corporate experience and individual experience for personnel and any subcontractors who will be actively engaged in the projects. Do not include corporate experience unless personnel assigned to this project actively participated.

**Project Management Structure.** Identify the Principal in Charge, the Project Manager, and the roles and responsibilities of each as they relate to potential projects. Provide a chart or other visual representation of the project team indicating reporting structures for personnel from the primary firm that also indicates the reporting structure to primary firm of any subcontractors.

**References.** Provide three (3) current and verifiable references where the services were successfully completed of a similar size and scope. For each reference include the project title, project cost, project duration, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.

**The City at its discretion may check references of current or past clients to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation.**

**Personnel.** How do you intend to staff this contract? Include names and qualifications of all professional/technical personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.

Include a list of projects currently under contract and being worked on by the Respondent's team. The City expects that proposed personnel and subcontractors will remain assigned to the Services until completion of all deliverables.

D. **Price Proposal:** A financial proposal focused on maximum value, innovation, and cost-effectiveness. The Price Proposal should include:

- **Price List.** Submit a price list including, but not limited to, the following:
  - **Labor Rates** - Provide hourly rates for various categories of labor (e.g., Project Manager, Lead Technician, Installer, etc.). Include any premium rates for after-hours or weekend work, if applicable. Specify whether rates differ based on skill level, certifications, or experience.
  - **Materials and Equipment** - Provide unit costs for commonly used materials and components for the anticipated types of projects (e.g., CAT 6A cables, fiber optic cables, patch panels, racks, etc.). Include pricing for various brands or quality levels of materials (if applicable). List any manufacturer warranties or certifications on materials.
  - **Mobilization and Demobilization Costs** - Indicate any fixed or pre-project mobilization and demobilization costs. Include transportation, staging, or any other fees related to getting equipment or personnel to the project site.
  - **Discounts and Volume Pricing** - If discounts are available based on long-term commitment or project volume please outline the discount structure or tiered pricing models
- **Sample Project Specifications.** Submit a detailed pricing proposal for the Sample Project Specifications included in the solicitation (Exhibit A). Whichever Respondent offers the City the most competitive price for the Sample Project will be awarded the maximum amount of points. Remaining points will be distributed on a pro-rated basis. The most competitive price will be based on the Total Project Price. The Price Proposal should include the following based on your Price List costs that were submitted:
  - **Total Project Price** – Provide a comprehensive lump sum cost for the entire Project, broken down by phases, if applicable. The total should include all labor, materials, equipment, and overhead costs to complete the project as outlined in the Specifications.
  - **Itemized Breakdown:**
    - **Labor Costs** - Specify labor rates for each key role (e.g., Project Manager, Technicians, Engineers, etc.) and the estimated number of hours per role.
    - **Materials and Equipment** - Provide unit costs for materials, components, and any rented or purchased equipment required for the sample project (e.g., cabling, patch panels, racks, etc.).

- **Subcontractors (if applicable)** - List any subcontractor costs, including labor and materials, if they will be utilized for the sample project.
  - **Milestone Payments or Payment Schedule** - If applicable, propose a payment schedule based on key milestones or phases of the project (e.g., mobilization, completion of installation, system testing). Include retainage or final payment amounts due upon completion of the sample project.
  - **Timeline & Deadlines** – Outline your proposed project timeline, including key milestones, major deliverables, and estimated completion dates. Provide any potential constraints or dependencies that could affect the proposed schedule.
- E. **Affirmative Participation Plans:** An outline of affirmative steps that Respondent will take to assure that small business, minority-owned business, and women-owned business enterprises, as well as labor surplus area firms are used when possible. Affirmative steps must include: (1) placing qualified small businesses, minority-owned and women-owned business enterprises on solicitation lists; (2) assuring that small businesses, minority-owned business, and women-owned business enterprises are solicited whenever they are potential sources; (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small businesses, minority-owned business, and women-owned business enterprises; (4) establishing delivery schedules, where the requirement permits, which encourage participation by small businesses, minority-owned business, and women-owned business enterprises; and (5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- F. **Potential Conflicts of Interest:** List any work that your firm or your proposed sub-consultants are currently performing for the City or for entities within the City.
- G. **Miscellaneous:** Any supplemental information and attachments relevant to the Proposal, Respondent's qualifications, or Respondent's approach. Respondents are encouraged to expand upon the specifications to give additional evidence of their ability to provide the Services.



## 6. EVALUATION CRITERIA & SELECTION PROCESS

The City will use a qualitative-based selection process to award the contract, where cost is one of several factors considered. Selection, if any, will be based on the Proposal deemed to be the best value to the City at the City's sole discretion using the following criteria for the Initial Evaluation:

<b>RFP Evaluation Factors</b>	<b>Maximum Points</b>
Technical Approach and Project Strategy	55
Demonstrated Applicable Experience and Personnel Qualifications	25
Price	20
<b>Total</b>	<b>100</b>

**Interviews and/or demonstrations, Optional.** The City will score proposals on the basis of the criteria listed above. The City may select a “competitive range” of Respondents based on those scores. “Competitive range” Respondents may be invited for presentations, demonstrations, or discussions with the City. The City reserves the right to re-score “competitive range” proposals as a result, and to make award recommendations on that basis.

If a Competitive Range evaluation is conducted, the following criteria will be used to evaluate shortlisted firms:

<b>RFP Evaluation Factors</b>	<b>Maximum Points</b>
Interview	30
Demonstration	50
Price	20
<b>Total</b>	<b>100</b>

The City may also consider the fact that a Respondent is located within the City.

All proposals will be reviewed and evaluated by the Selection Committee consisting of staff members of various city departments. The City reserves the right to request clarification or additional information from individual Respondents. The City may also consult additional resources for subject matter, expertise, and reference. By submitting a Proposal, Respondent authorizes the City to undertake such investigation as may be necessary to verify Respondent's qualifications and reputation. Respondents will execute releases as requested by the City to enable the City to obtain necessary information.

As part of the evaluation process, the City expects to interview some, but not necessarily all, of the Respondents. If selected for an interview, presentations will be limited in time with additional time for questions. Respondents may also be asked to supplement their submittals.

In addition to the criteria stated above, the City may consider without limitation, a Respondent's financial resources, ability to comply with all legal and regulatory requirements, ability to perform the work and complete all work on time, history of performance, reputation ability to obtain

necessary equipment, data, and facilities, and any other factor deemed important by the City, including location within the City. The City may select multiple Respondents to provide Services as needed by the City. Contracts involving expenditures exceeding \$250,000 are subject to approval by the City Council; those exceeding \$75,000 are subject to approval by the City Manager; those up to \$75,000 are subject to approval by a department director.

The City will enter into a negotiation with the selected Respondent(s) regarding fees and Scope of Services. If an agreement cannot be reached with the chosen Respondent(s), the City may initiate negotiations with other Respondent(s). This process may continue until an agreement is reached with a Respondent(s). If the chosen Respondent(s) do not execute a contract within a specific deadline, the City reserves the right to award the contract to other Respondent(s).

The successful Respondent(s) shall commence work only after execution of an acceptable contract and direction from the City to proceed. The Respondent(s) must submit insurance documentation, a completed W-9, and additional documentation as requested by the City before the execution of any contract.

## 7. MISCELLANEOUS

A. NO COMMITMENT BY THE CITY. This RFP does not commit the City to award any contract, to pay any costs associated with this RFP, including the preparation or submission of a Proposal, interviews, supplemental Proposals or the negotiation of a contract, or to procure or contract for any services. The decisions of the City with respect to this RFP are final and without recourse to any Respondent. In acceptance of Proposals, the City reserves the right to negotiate further with one or more Respondents in the best interest of the City.

B. CHANGES TO RFP. Revisions to this RFP will be made through addenda published and made available to all Respondents on the City's website and on the Rocky Mountain E-Purchasing System (RMEPS). Any other communication, spoken and written, formal and informal, received by any representative of any Respondent from sources other than official addendum shall not be effective to vary any term of the RFP.

C. SUBSTANTIVE PROPOSALS. By submitting a Proposal, a Respondent certifies that: (a) the Proposal is genuine and is not made in the interest of, or on behalf of and undisclosed person, firm, or corporation; (b) the Respondent has not directly or indirectly induced or solicited any other Respondents to put in a false Proposal; (c) the Respondent has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a Proposal; and (d) the Respondent has not sought by collusion to obtain for themselves any advantage over any other Respondents.

D. RESERVATION OF RIGHTS. The City reserves the right to reject any or all Proposals, in its sole discretion. The City reserves the right to modify this RFP or the selection process, to cancel this RFP, and to waive any informalities or irregularities in any Proposal or in the selection process, without liability, at any time.

E. REQUIRED DOCUMENTS. The selection of any Respondent, and the award of any contract, is dependent on the completion of the Professional Services Agreement, the receipt of the required Certificate of Insurance and applicable endorsements, and the City's receipt of a completed Certificate of Compliance from the successful Respondent.

F. PROPERTY OF CITY. All Proposals shall become the property of the City, will not be returned, and will become a public record.

G. CONDUCT. Respondents are cautioned not to undertake any activities or actions to promote or advertise their submittals, other than discussions with City staff as described in this RFP. After the release of this RFP, Respondents are not permitted to make any direct or indirect contact with members the City Council, City staff, or media on the subject of this RFP, except in the course of City-sponsored presentations. Violation of these rules is grounds for disqualification of the Respondent.

H. DEBARMENT. Respondents will be qualified, and must disclose to the City if the Respondent or any of its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any contract by any Federal department or agency.

H. CONTRACT TERMS. By submitting a Proposal, each Respondent confirms that it has reviewed and accepts the terms and conditions of Attachment A subject to explicit revisions identified in the Respondent's Proposal. No proposed changes shall be deemed accepted by the City unless explicitly incorporated into the agreement.

## **8. METHOD OF SUBMITTAL**

Each Respondent must submit a complete Proposal including all information requested in this RFP.

The City utilizes the Rocky Mountain E-purchasing System (BidNet®) in the advertisement and facilitation of solicitations; therefore, Respondents must submit proposals through the Rocky Mountain E-purchasing System (BidNet®) website. Only rely on this web address:

[www.bidnetdirect.com//city-of-commerce-city](http://www.bidnetdirect.com//city-of-commerce-city)

Proposals that do not meet RFP requirements may be considered non-compliant and rejected.

It is the sole responsibility of each Respondent to ensure its Proposal is received by the City by the date and time stated in this RFP. Proposals not received by the deadline will be considered late and not accepted. Proposals shall not be submitted via facsimile or e-mail.

## **9. DRAFT CONTRACT**

The contract between a selected Respondent(s) and the City will be substantially in the form of the draft contract contained in Attachment A. Respondents must review the draft contract and identify any proposed changes as “Proposed Changes to the Contract” in the Proposal. The City may consider any proposed changes in selecting a Respondent and awarding the contract but may reject the Proposals and condition the award of the contract on acceptance of a contract without the proposed changes.