



REQUEST FOR PROPOSAL (RFP)  
14822A

FOR DENVER WATER'S

Audio Visual Maintenance

---

Issue Date:  
March 1, 2013

Proposal Due Date: Friday, March 29, 2013  
by 11:00 A.M. Mountain Time to:

Denver Water Purchasing & Contracting  
Attention: Elizabeth Hewes / RFP No. 14822A  
1600 West 12<sup>th</sup> Avenue, Building 12  
Denver, CO 80204-3412

---

To be considered for selection, a duly authorized agent of the Proposer must complete and sign this page and submit it with the Proposal. Signature below indicates that the Proposer has read and understands the requirements set forth in this Request for Proposal.

Proposer's  
Business Name: \_\_\_\_\_

By / Title: \_\_\_\_\_

Duly authorized agent's name and title must be typed or clearly written

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

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

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

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

Fax No.: \_\_\_\_\_

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

#### SOLICITATION INTRODUCTION:

The City and County of Denver, acting by and through its Board of Water Commissioners (also “Denver Water” and “the Board”), is issuing this Request for Proposal (“RFP”) for Audio Visual equipment, room design, installation, and maintenance. The Board is seeking Proposals from qualified Proposers who have specific experience in the area(s) identified in this RFP. To be eligible for consideration, the Proposer must be capable of meeting all requirements specified in this RFP.

#### SCHEDULE OF EVENTS\*:

RFP Issued	March 1, 2013	9:00 A.M.
Deadline to Submit Non-Disclosure Agreement	March 7, 2013	1:30 P.M.
Deadline to Submit Request for Invitation to Pre-Proposal Conference via e-mail to: Beth.Hewes@denverwater.org	March 7, 2013	1:30 P.M.
Mandatory Pre-Proposal Conference: <b><u>Location:</u></b> <b><u>Denver Water</u></b> <b><u>Boardroom</u></b> <b><u>1600 West 12<sup>th</sup> Ave</u></b> <b><u>Denver, CO 80204</u></b>	March 11, 2013	1:30. P.M.
Deadline to Submit Intent to Propose via e-mail to: Beth.Hewes@denverwater.org	March 15, 2013	1:30 .P.M.
Deadline to Submit Requests for Clarification and Additional Information	March 20, 2013	3:00 P.M.
Response to Written Requests for Clarification and Additional Information	March 22, 2013	3:00 P.M.
Proposal Due Date	March 29, 2013	11:00 A.M.
Proposal Interviews individually scheduled the week of	April 8, 2013	9:00 A.M.

\*All dates are tentative and subject to change and/or cancellation at Denver Water’s sole discretion. Denver Water will notify potential Proposers of any and all necessary changes and/or cancellations via written addendum. All times included on this *Schedule of Events* are Mountain Time.

## TABLE OF CONTENTS

<b>SECTION 1 – GENERAL INFORMATION</b>	<b>4</b>
1.1 INTRODUCTION TO DENVER WATER:	4
1.2 INTENT TO PROPOSE	4
1.3 SOLICITATION DOCUMENTS AND ADDENDA	4
1.4 ADDENDA	4
1.5 PROPOSAL PREPARATION COST	4
1.6 ACCEPTANCE	4
1.7 WITHDRAWAL OR MODIFICATION OF PROPOSALS	4
1.8 RIGHT TO REJECT PROPOSALS	5
1.9 RIGHT TO NEGOTIATE	5
1.10 SAMPLE AGREEMENT	5
1.11 AGREEMENT TERM	5
1.12 AGREEMENT PRICING	5
1.13 INSURANCE REQUIREMENTS	6
1.14 PERSONNEL SCREENING	6
1.15 NON-DISCLOSURE AGREEMENT	9
<b>SECTION 2 – SPECIAL REQUIREMENTS</b>	<b>10</b>
2.1 SUBCONTRACTING	10
2.2 PAYMENT	10
<b>SECTION 3 – INSTRUCTIONS FOR RESPONDING TO RFP</b>	<b>11</b>
3.1 REQUESTS FOR CLARIFICATION AND ADDITIONAL INFORMATION	11
3.2 PRE-PROPOSAL CONFERENCE / SITE INSPECTION	11
3.3 PROPOSAL DUE DATE	12
3.4 PROPOSAL SUBMISSION	12
3.5 ALTERNATE PROPOSALS	12
3.6 PROPRIETARY OR CONFIDENTIAL INFORMATION	12
<b>SECTION 4 – EVALUATION AND SELECTION PROCESS</b>	<b>13</b>
4.1 AGREEMENT REQUIRED	13
4.2 EVALUATION AND SELECTION PROCESS	13
4.3 INTERVIEWS/SHORT LIST/SITE VISITS/PRESENTATIONS	13
<b>SECTION 5 – PROJECT DESCRIPTION</b>	<b>14</b>
5.1 PURPOSE	14
5.2 BACKGROUND	14
5.3 DENVER METROPOLITAN AREA	14
5.4 SCOPE OF WORK	14
<b>SECTION 6 – PROPOSED PRICING / FEE SCHEDULE</b>	<b>15</b>
6.1 FEES FOR SERVICES	15
6.2 FEES FOR PARTS	15
6.3 FEES FOR KNOWN RE-DESIGN	15
<b>SECTION 7 – COMPLETION OF PROPOSAL</b>	<b>16</b>
7.1 REQUIRED PROPOSAL FORMAT	16
<b>EXHIBIT A</b>	<b>18</b>
<b>EXHIBIT B</b>	<b>20</b>
<b>EXHIBIT C</b>	<b>21</b>
<b>EXHIBIT D</b>	<b>26</b>
<b>REQUEST FOR INVITATION TO PRE-PROPOSAL CONFERENCE</b>	<b>31</b>

## **SECTION 1 – GENERAL INFORMATION**

### **1.1 INTRODUCTION TO DENVER WATER:**

Denver Water is a municipal corporation and a political subdivision of the State of Colorado, under the control of a five-member Board appointed by the Mayor of Denver. As such, it is governed by the Denver Charter and other laws applicable to governmental entities. The Denver Charter grants the Board all the powers of the City and County of Denver including those granted by the Constitution and by the law of the State of Colorado and by the Charter. Specifically, the Charter gives the Board complete charge and control of a water works system and plant for supplying the City and County of Denver and its inhabitants with water for all uses and purposes. It is the largest municipal public utility in Colorado, serving water to more than one million people, about one-quarter of the state's population.

### **1.2 INTENT TO PROPOSE:**

Interested parties should submit their intent to propose via e-mail to the Contract Specialist at [Beth.Hewes@denverwater.org](mailto:Beth.Hewes@denverwater.org), including the following information for RFP communication purposes:

- Proposer's business name
- Contact name and title
- Contact e-mail address
- Contact phone number

### **1.3 SOLICITATION DOCUMENTS AND ADDENDA:**

Potential Proposers should obtain all relevant documents pertaining to this solicitation and all issued addenda from the Rocky Mountain E-Purchasing System website at [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com).

### **1.4 ADDENDA:**

In the event it becomes necessary to revise, change, clarify, provide additional information about, and/or cancel this RFP, Denver Water will issue a written addendum. It is the sole responsibility of the Proposer to attach to its Proposal(s) a signed copy of all addenda.

### **1.5 PROPOSAL PREPARATION COST:**

Denver Water will not be responsible for any costs incurred by Proposers in the preparation of Proposals. All costs, including but not limited to printing, materials, travel and expenses, incurred in the preparation and submission of a Proposal must be borne solely by the Proposer.

### **1.6 ACCEPTANCE:**

By submitting a Proposal in response to this RFP, Proposer acknowledges that its Proposal is valid for a period of 120 calendar days from the Proposal due date.

### **1.7 WITHDRAWAL OR MODIFICATION OF PROPOSALS:**

Proposals may be withdrawn or modified by Proposers prior to the Proposal due date, but only upon written request. After the Proposal due date, Denver Water will not return Proposals or other information supplied to Denver Water.

1.8 RIGHT TO REJECT PROPOSALS:

The Board may choose to reject any or all Proposals, either in whole or in part, and to waive any formality in Proposals received, if deemed in the best interest of the Board. Basis for rejection may include but is not necessarily limited to the following:

- Any Proposal conditioned upon the Board's acceptance of terms and conditions deemed by the Board to be unacceptable.
- Any Proposal from a Proposer who is in arrears to the City and County of Denver or the Board upon debt or contract, or who is a defaulter as surety or otherwise, upon any obligation to the City and County of Denver or the Board.
- Any Proposal from Proposers determined to be financially unable to perform the required work. This determination will be at Denver Water's sole discretion and may be based upon analysis of the Proposer's Certified Financial Statements, Dun and Bradstreet reports, and/or other requested financial information.
- Any Proposal received after the specified Proposal due date and time. Any Proposal so received may be returned to the Proposer unopened.
- Any Proposal that does not meet the requirements specified in this RFP and/or has been determined to be unsatisfactory, in whole or in part, by Denver Water at its sole discretion.

1.9 RIGHT TO NEGOTIATE:

Denver Water may select one or more Proposals, and may negotiate any and all elements of a Proposal, if deemed to be in the best interest of Denver Water.

1.10 SAMPLE AGREEMENT:

The selected Proposer will be required to sign a Denver Water Agreement. A sample of this Agreement is attached as Exhibit B and is subject to Denver Water's revision. Any and all modifications and/or exceptions to the terms and conditions contained in this sample Agreement must be clearly marked on Proposer's official company letterhead and submitted with the Proposal as a separate section. A Proposal with modifications and/or exceptions to the terms and conditions contained in this sample Agreement may be rejected.

1.11 AGREEMENT TERM:

Denver Water expects the term of the resulting Agreement to be three (3) years, commencing on July 1, 2013, subject to extension as provided herein.

1.12 AGREEMENT PRICING:

Pricing submitted with the Proposal must be as specified in Section 6 *Proposed Pricing / Fee Schedule* and may be incorporated in whole or in part into the resulting Agreement.

#### 1.13 INSURANCE REQUIREMENTS:

The following list represents the Board's standard requirements for insurance coverage. The Board has the discretion to change these insurance requirements or accept alternative types of insurance if the Board deems such changes or alternatives to be sufficiently protective of its interest.

A. Commercial General Liability Insurance:

Commercial general liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Such insurance shall include the City and County of Denver, acting by and through its Board of Water Commissioners, as additional insured and shall be primary and non-contributing with respect to any insurance or self-insurance program of the Board.

B. Automobile Liability Insurance:

Consultant shall maintain automobile liability insurance as required by Colorado law. The Board does not require a certificate of insurance unless this subparagraph (b) requires insurance that exceeds the statutory requirements.

C. Workers' Compensation and Employer's Liability Insurance:

OPTION 1:

The Consultant is located in Colorado and maintains workers' compensation insurance, as required under the laws of the State of Colorado.

OPTION 2:

The Consultant is located in Colorado and does not maintain workers' compensation insurance because either the Consultant has rejected such coverage by waiver pursuant to C.R.S. § 8-41-202 or the Consultant is a sole proprietor without employees and is not performing construction work under this Agreement. If the Consultant has waived coverage as described above, the Consultant will provide the Board with evidence of its waiver along with the other certificates of insurance.

OPTION 3:

The Consultant is located outside of Colorado and does not maintain workers' compensation insurance effective in Colorado. The Consultant warrants that during the term of this Agreement it will not hire employees in Colorado or transfer employees to Colorado without maintaining workers' compensation insurance, as required by Colorado law, in full force and effect during the full term of this Agreement.

The selected Proposer will be required to maintain the required insurance in full force and effect during the entire term of the resulting Agreement. The selected Proposer must provide to the Board a certificate of insurance showing evidence of the required coverage and limits before work may commence.

#### 1.14 PERSONNEL SCREENING:

Due to the nature of the work to be performed, the selected Proposer will be subject to one of the personnel screening procedure options detailed below, depending on Proposer's type of business, at the sole discretion of the Board. All expenses incurred in performing the required

personnel screening will be the sole responsibility of the selected Proposer and must be completed prior to execution of the Agreement.

**A. WORK INVOLVING SECURITY CONCERNS**

**OPTION 1:**

At least five (5) working days before assigning an employee or agent to perform duties under this Agreement that require the employee or agent to work under circumstances presenting security concerns or to have access to the Board's sensitive information, proprietary computer programs, software or servers, the Consultant will submit the employee's or agent's name to the Board and certify on the Board-provided Certification of Personnel Screening form that no more than one (1) year prior to the assignment it performed a background check on the employee or agent, including a review of criminal history, and determined that the employee or agent does 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 (5) years, a criminal history check from each state or country of residence. For employees or agents who will have access to the Board's financial records and/or accounting processes, including purchasing, payables, receivables, and treasury or cash management, the Consultant also will conduct a credit history check on the employee or agent and certify on the Board-provided Certification of Personnel Screening form that the Consultant has determined that the employee or agent does not pose a risk to the Board. The Board reserves the right to direct the Consultant to assign another employee or agent, meeting the requirements of this paragraph, to perform the Work if the Board has reason to believe that during the term of the Agreement the assigned employee or agent engaged in criminal activity or was involved in financial improprieties, to be determined by the Board in its sole discretion.

**OPTION 2:**

As a precondition to entering this Agreement, the Consultant gave the Board consent to conduct a background check on the Consultant, including a Colorado Bureau of Investigation (CBI) Criminal History Check, and, if the Consultant has lived outside the State of Colorado or the United States during the last five (5) years, consent to obtain a criminal history check from each state or country of residence. If the Consultant will have access to the Board's financial records and/or accounting processes, including purchasing, payables, receivables, and treasury or cash management, the Consultant also consented to a credit history check. The Board has reviewed and approved the results of the background check and, if applicable, the credit history check. The Board reserves the right to terminate this Agreement if it has reason to believe that during the term of the Agreement the Consultant engaged in criminal activity or was involved in financial improprieties, to be determined by the Board in its sole discretion.

**B. SAFETY-SENSITIVE DUTIES**

**OPTION 1:**

At least five (5) working days before assigning an employee or agent to perform safety-sensitive Work under this Agreement, the Consultant will submit the employee's or agent's name to the Board and certify on the Board-provided Certification of Personnel Screening form that no more than one (1) year prior to the assignment it performed a background check on the employee or agent, including a review of criminal history, and determined that the employee or agent does 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 (5) years, a criminal history check from each state or country of residence. The Consultant also must certify on the Board-provided Certification of Personnel Screening form that no more than one (1) month before the assignment of an employee or agent to perform safety-sensitive Work under this Agreement, the employee or agent passed a drug and alcohol screening performed by one of the Board-recommended testing facilities on the Board-provided list titled Occupational Medicine clinics, using a Rapid Screen test (negative result only accepted), or by a DOT-certified laboratory and using the DOT 5 panel drug test. The Board reserves the right to direct the Consultant to assign another employee or agent, meeting the requirements of this paragraph, to perform the Work if the Board has reason to believe that during the term of the Agreement the assigned employee or agent engaged in criminal activity or used drugs or alcohol in a manner that could present a real or imminent threat to public health or safety, to be determined by the Board in its sole discretion.

#### OPTION 2:

As a precondition to entering this Agreement, the Consultant gave consent for the Board to conduct a background check on the Consultant, including a Colorado Bureau of Investigation (CBI) Criminal History Check, and, if the Consultant has lived outside the State of Colorado or the United States during the last five (5) years, to submit to a criminal background check from each state or country of residence. The Consultant also provided the results of a drug and alcohol screening performed within one (1) month of submittal by one of the Board-recommended testing facilities on the Board-provided list titled Occupational Medicine clinics, using a Rapid Screen test (negative result only accepted), or by a DOT-certified laboratory and using the DOT 5 panel drug test. The Board has reviewed and approved the results of the background check and drug and alcohol screening. The Board reserves the right to terminate this Agreement if it has reason to believe that during the term of the Agreement the Consultant engaged in criminal activity or used drugs or alcohol in a manner that could present a real or imminent threat to public health or safety, to be determined by the Board in its sole discretion.



1.15 NON-DISCLOSURE AGREEMENT:

Each Proposer must e-mail a signed copy of the attached Non-Disclosure Agreement to the Contract Specialist by 31:30 P.M Thursday, March 7, 2013. Any Proposer that does not sign and return the Non-Disclosure Agreement before this deadline will not be permitted to attend the pre-proposal meeting. The same authorized agent signing the Proposal must sign the Non-Disclosure Agreement on behalf of the Proposer. Denver Water will not provide any confidential information to any Proposer that does not return the signed Non-Disclosure Agreement.

## **SECTION 2 – SPECIAL REQUIREMENTS**

### **2.1 SUBCONTRACTING:**

No subcontracting of any portion of work shall be acceptable without the prior written approval of the Denver Water designated representative.

### **2.2 PAYMENT:**

The successful proposer shall submit itemized monthly invoices for non-routine items and itemized invoices once an inspection is complete. Invoices shall be submitted to:

Denver Water  
Attn: DWITAdmin MC 810  
1600 West 12<sup>th</sup> Avenue  
Denver, CO 80204-3412  
Email: [DW-IT-Admin@denverwater.org](mailto:DW-IT-Admin@denverwater.org)

## SECTION 3 – INSTRUCTIONS FOR RESPONDING TO RFP

### 3.1 REQUESTS FOR CLARIFICATION AND ADDITIONAL INFORMATION:

All requests for clarification or additional information must be made in writing to the Contract Specialist at the e-mail address shown below:

Contract Specialist: Elizabeth Hewes  
E-Mail: Beth.Hewes@denverwater.org  
Phone: 303-634-3724

The Denver Water Contract Specialist listed above is the sole point of contact between Denver Water and all Proposers. Proposers may not contact any other Denver Water personnel regarding this RFP during the RFP process without prior written authorization of this Contract Specialist.

Responses to requests for clarification and additional information and/or changes to the RFP received before the deadline specified in the *SCHEDULE OF EVENTS* will be made by written addendum. All responses to requests for clarification and additional information from any Proposer will be provided to all Proposers. Oral explanations, interpretations or representations given by Denver Water employees cannot be construed as a change to the RFP requirements.

### 3.2 PRE-PROPOSAL CONFERENCE / SITE INSPECTION:

#### a. MANDATORY Pre-Proposal Conference:

MANDATORY Pre-Proposal Conference will be conducted on the date and time specified on the *Schedule of Events*. *The Location of the conference will be:*

Denver Water  
Boardroom (Third Floor)  
1600 W 12<sup>th</sup> Ave  
Denver, Co 80204-3412

Proposer must attend this conference to have its Proposal considered by Denver Water.

#### b. Site Inspection:

MANDATORY *Pre-Proposal Conference will include a Site Inspection.*

This will be the only site visit conducted for this RFP. Please allow three hours for this portion of the Pre-Proposal Conference.

#### c. Pre-Proposal Conference Requirements:

Proposers must fill out completely and return to the Contract Specialist the following items by March 7, 2013 at 1:30 P.M. Invitations will be e-mailed to the Proposers who are initially qualified to attend the Pre-Proposal Conference.

- Request for Invitation to Pre-Proposal Conference
- Non-Disclosure Form
- Proof of License and Bonds to work in high security locations

3.3 PROPOSAL DUE DATE:

Proposals must be received no later than **Friday, March 29, 2013, 11:00 A.M. Mountain Time** at the address listed below.

3.4 PROPOSAL SUBMISSION:

Proposer must submit one (1) original Proposal, clearly marked, five (5) copies, and one (1) electronic copy on CD or flash drive. Proposals, including electronic copy, are to be in either a sealed envelope or box, labeled with the RFP number and name, and addressed as indicated below. Denver Water will not be responsible for any Proposal not addressed as indicated below.

Proposals may be mailed or hand-delivered. Proposals sent via electronic method such as e-mail or fax will not be accepted. Submit Proposals to:

Denver Water Purchasing & Contracting  
Attention: Elizabeth Hewes / RFP No. 14822A  
1600 West 12<sup>th</sup> Avenue, Building 12  
Denver, CO 80204-3412

3.5 ALTERNATE PROPOSALS:

Denver Water recognizes that there may be alternate arrangements or approaches to the requested work that may offer cost savings and/or additional benefits while still satisfying the requirements of this RFP. Accordingly, Proposers may submit alternate Proposals for Denver Water's consideration that offer such cost savings and/or additional benefits. However, alternate Proposals must be identified as such, identify their benefits, and be *in addition* to the requested primary Proposal. The alternate Proposals will be evaluated in conjunction with the primary Proposal.

3.6 PROPRIETARY OR CONFIDENTIAL INFORMATION:

Proposers acknowledge that Denver Water may be required to disclose any or all of the documents submitted with a Proposal, pursuant to the Colorado Open Records Act, C.R.S. § 24-72-201.1, et seq. Under C.R.S. § 24-72-204(3)(a)(IV), Denver Water may deny inspection of any confidential commercial or financial information furnished to Denver Water by an outside party. Therefore, a Proposer must clearly designate any documents submitted with its Proposal that the Proposer deems proprietary or confidential, to aid Denver Water in determining what must be disclosed in response to a request for documents under the Colorado Open Records Act.

The Proposer's designation of material as confidential must be reasonable or it will not be honored. For example, a Proposer may not designate the entire Proposal to be confidential and proprietary.

## **SECTION 4 – EVALUATION AND SELECTION PROCESS**

### **4.1 AGREEMENT REQUIRED:**

This RFP is not a contractual offer. Any Proposer selected in response to this RFP will be required to execute an Agreement with Denver Water.

### **4.2 EVALUATION AND SELECTION PROCESS:**

Proposals will be evaluated by criteria described in this RFP. Proposals considered responsive will be evaluated for completeness of information provided, the Proposer's adherence to RFP requirements, support for claims made, and the overall approach taken. Denver Water's objective is to select the Proposal(s) judged to be in the best interest of Denver Water.

Proposals may be evaluated using criteria including but not limited to:

- Understanding of the work to be performed
- Ability to meet work requirements
- Experience
- Pricing
- Professional Reference
- Proposer's use of Small Business Enterprises (SBEs)
- Ability to produce required insurance coverage and limits
- Any other relevant and appropriate factors as determined by Denver Water

This list does not reflect or imply any weighting or relative importance of criteria. While price may be a consideration, the Board is not bound to accept the lowest-priced Proposal.

### **4.3 INTERVIEWS/SHORT LIST/SITE VISITS/PRESENTATIONS:**

Denver Water may request interviews, oral or visual presentations, site visits, demonstrations, and/or the opportunity to ask additional questions of Proposers as deemed necessary during the evaluation process. Denver Water may require additional information from Proposers after the Proposal due date as necessary to complete the evaluation process.

## SECTION 5 – PROJECT DESCRIPTION

### 5.1 PURPOSE:

Denver Water is seeking proposals for an initial three (3) year agreement to provide preventative maintenance services to audio visual equipment located at various facilities owned and operated by Denver Water and audio visual equipment that will be procured during the course of the contract. The proposals will also cover redesigns of rooms and installation of new equipment as needed by Denver Water.

### 5.2 BACKGROUND:

Denver Water currently has audio visual equipment in four (4) buildings at its main campus and equipment located at seven (7) other facilities. (See *Exhibit C: LIST OF EQUIPMENT* and *Exhibit D: LIST OF LOCATIONS AND SCHEDULE*). Site conditions may include, but are not limited to, attic space or confined crawl space, ceilings, and office space.

### 5.3 DENVER METROPOLITAN AREA:

The following boundaries will be considered the boundaries of the Denver Metropolitan Area for the purpose of the contract: Watkins Road to the East (to include Denver International Airport), Lincoln Avenue to the South (South of C-470), Foothills Treatment Plant to the South West (to and including Waterton Canyon and Golden, CO), Quaker Street to the West, and 120<sup>th</sup> Avenue to the North.

### 5.4 SCOPE OF WORK

For a detailed description of the Scope of Work, see *Exhibit A: SCOPE OF WORK*.

## SECTION 6 – PROPOSED PRICING / FEE SCHEDULE

### 6.1 FEES FOR SERVICES:

Denver Water owns approximately thirty-six (36) audio visual systems at its various locations. Of those systems, some may need components upgraded during the course of the contract.

Below is a list of services that Denver Water may require during the course of this Agreement. Proposers must supply Denver Water the cost for each item.

- A. Maintenance Service for each site (as defined in paragraph 5 of *Exhibit A: SCOPE OF WORK*), including drive time
- B. Labor rates for repairs, installation, and other work

### 6.2 FEES FOR PARTS:

During the maintenance of the audio visual systems, parts might need to be replaced. Replaced parts will need to be itemized on the invoice. Proposer must supply the cost for each item and the percentage mark-up for any other items not listed below.

- A. Replacement of lamps for all projectors listed in *Exhibit C: LIST OF EQUIPMENT*
- B. Cost of cables per foot

### 6.3 FEES FOR KNOWN RE-DESIGN:

Denver Water will be redesigning the audio visual system for the Board Room. Proposer must supply itemized cost for re-design and initial drawings. Proposers will be able to view the current set-up of the Board Room during the Pre-Proposal meeting.

## SECTION 7 – COMPLETION OF PROPOSAL

### 7.1 REQUIRED PROPOSAL FORMAT:

Proposals must conform to the following format. The extent to which Proposers follow these instructions is relevant as part of the evaluation process.

The Proposal must conform to the following submission format and each tab must be clearly marked as indicated below:

- Tab 1 – Cover Letter
- Tab 2 – Proposer Introduction
- Tab 3 – Understanding of Work
- Tab 4 – Narrative Staffing Plan and Resumes/Qualifications
- Tab 5 – Professional Reference Listing – Section 5 *Exhibit A: SCOPE OF WORK*
- Tab 6 – Proposal Rates – Section 6 *PROPOSED PRICING / FEE SCHEDULE*
- Tab 7 – Small Business Enterprise / Minority and Women Business Enterprise Status
- Tab 8 – Other Required Submission Information

#### Tab 1 – Cover Letter:

Proposer must submit a cover letter of no more than one (1) page printed on Proposer's letterhead. **The letter must be signed by a duly authorized agent of the Proposer.**

#### Tab 2 – Proposer Introduction:

Proposer must submit information about the Proposer's experience and background. Include complete information regarding experience with this type of work, number of years in business, number of employees, etc. Also include a main point of contact for all RFP correspondence, including name, title, phone number and e-mail address. This section must be no more than four (4) pages in length.

#### Tab 3 – Understanding of Work:

Proposer must provide a brief narrative of understanding of the project and the key issues involved. This section must be no more than five (5) pages in length.

#### Tab 4 – Narrative Staffing Plan and Resumes/Qualifications:

Proposer must submit resumes of the key personnel who will be assigned to any resulting agreement, including name, number of years of experience, industry certifications, and qualifications. This section must be no more than ten (10) pages in length.

#### Tab 5 – Professional Reference Listing:

Proposer must provide a minimum of three (3) professional references that include the following information: project name; project location; contact name; contact e-mail; contact phone number as noted in the table located in Section 5 *Exhibit A: SCOPE OF WORK*.

#### Tab 6 – Proposal Rates:

Proposer must include Proposal rates as specified in Section 6 *PROPOSED PRICING / FEE SCHEDULE*. Proposers must include a list of the subcontractors that will be used to perform the work, including subcontractor's name, business address, contact name, contact phone number and contact e-mail address.



Tab 7 – Small Business Enterprise (SBE) / Minority and Women Business Enterprise (MWBE) Status:

Denver Water has SBE and MWBE programs that are described on our web site, [www.denverwater.org](http://www.denverwater.org). Proposers should include relevant SBE and MWBE information at this Tab.

Tab 8 – Other Required Submission Information:

This section addresses any other information necessary to gain a full understanding of the Proposer's capability to perform the work. In making its evaluation of the responsiveness of the Proposal, Denver Water will place considerable emphasis on all of the answers to the following listed requirements and/or questions.

- **Sample Insurance Certificate:**  
Proposer must provide a sample Acord™ 25 Certificate of Liability Insurance form indicating Proposer's coverage and limits of the types specified in Section 1.13 Insurance Requirements.
- **Copies of Certifications/Licenses**  
Proposers must provide copies of all certifications and license that have been requested in the Minimum Requirements in *Exhibit A: SCOPE OF WORK*.

## **EXHIBIT A SCOPE OF WORK**

### **1. MINIMUM QUALIFICATIONS:**

All Proposers must meet these minimum requirements in order to have their Proposals considered:

- A. Main office or satellite office located in Colorado.
- B. Ability to provide service to all applicable Denver Water locations.
- C. All technicians must be License and Bonded to work in security sensitive areas.
- D. All technicians must meet the security requirements outlined in Section 1.14 and must be informed of the security requirements concerning the facilities.

### **2. CONTRACTOR'S RESPONSIBILITIES:**

- A. Each audio visual set up shall be inspected and cleaned as scheduled.
- B. The Contractor must coordinate all inspections, in advance, with the Contract Administrator or designee.
- C. Travel time will be included in Contractor's service charge.
- D. The Contractor will perform all Work in an orderly and professional manner and clean up all work areas after completion of Work. Debris that may have resulted from inspection or repair shall be removed from the premises to the satisfaction of Denver Water's Contract Administrator or designee. All material shall be itemized on the invoice submitted to Denver Water.
- E. The Contractor will supply Denver Water with a means of contacting them in an emergency (e.g., phone number(s), pager number(s), etc.).
- F. The Contractor must furnish all labor, any tools, equipment, materials and supplies to perform the services as specified.
- G. If audio visual equipment is taken off-site for any reason, a loaner must be provided by the Contractor until said equipment is returned to its proper place.
- H. Provide written estimates to replace worn out components.
- I. Provide written estimates for upgrades.
- J. The Contractor will respond within one (1) hour for known critical and on demand critical equipment and one (1) business day for non-critical equipment for repairs.
- K. The Contractor must be able to provide re-designs of systems as needed and be able to provide the new/upgrade equipment for the re-designs as well as the installation of all components specified.

### **3. INSPECTION REQUIREMENTS:**

- A. All audio visual equipment must be inspected as stated in *Exhibit D: LIST OF LOCATIONS AND SCHEDULE*.
- B. The inspection must be implemented at each location on-site.
- C. When audio visual equipment is removed to be serviced, it must be returned to its original building and location for inventory purposes.
- D. Inspections must take place during normal business hours, Monday through Friday, 8:00 a.m. – 5:00 p.m. Mountain Time. The scheduling will be arranged through the Contract Administrator or designee.
- E. If the Contractor notices a code/compliance issue with any of the audio visual equipment or set-up, they must immediately bring it to the attention of the Contract Administrator or designee.

4. ESTIMATE REQUIREMENTS:
  - A. Must include an itemized breakdown of labor and materials estimated to perform the Work.
  - B. Include a completion date of Work.
  - C. Only provide estimate for new parts and materials, unless requested otherwise from Denver Water.
  - D. Must include percentage mark-up on all materials.
5. DEFINITION OF MAINTENANCE WORK:
  - A. Ensure the system is fully functional and working properly
    - a. All microphones turn on and off and the volume control works
    - b. All projectors turn on and off
    - c. All lamps in projectors work properly
    - d. All cameras turn on and off and project images correctly
    - e. All lenses in projectors and cameras are clean of debris and fingerprints
    - f. Amplifiers work properly
    - g. Speakers work properly
    - h. Wiring is not frayed or exposed
  - B. Remove dust from all equipment
  - C. Clean or replace filters in projectors
  - D. Make adjustments, as needed, to ensure the system is in good working order and in accordance with the equipment's operating manual.
  - E. Inform Denver Water of any parts that need to be replaced and provide a written quote.
6. MAINTENANCE SCHEDULE:

Maintenance work will be done on either a quarterly or Semi-annually schedule. See *Exhibit D: LIST OF LOCATIONS AND SCHEDULE*.
7. DENVER WATER'S RESPONSIBILITIES:

Denver Water will arrange for access to the facilities by contacting the appropriate Denver Water representative.

Denver Water reserves the right to randomly inspect any audio visual equipment maintenance at any time during the contract for verification.

**EXHIBIT B**  
**SAMPLE AGREEMENT**

See attached document for Sample Agreement.

## EXHIBIT C LIST OF EQUIPMENT

### Room

### Peripheral

#### Main Denver Water Campus

HR Conference Room	Samsung 52" Flatscreen TV
HR Conference Room	Clearone Chat One Speakerphone
HR Conference Room	1x VGA+Audio Jack
Conference Room 111	Samsung 52" Flatscreen TV
Conference Room 111	1x VGA+Audio Jack
Conference Room 139	Infocus Projector
Conference Room 139	Quartet Projection Screen
Conference Room 139	1x VGA+Audio wall jack
Conference Room 139	2 wall mounted speakers
Training Room 142	Projection Screen
Training Room 142	4x speakers
Training Room 142	Projector
Conference Room 228	Wall mounted Samsung 52" Monitor
Conference Room 228	1 wall jack VGA + Audio
Conference Room 226	Wall Mounted 52" Samsung Monitor
Conference Room 226	1X VGA + Audio Wall Jack
Conference Room 218	Boxlight Projector with Lightpen3 Interactivity
Conference Room 218	Wall Talker Projection Screen
Conference Room 218	Light Pen and wand
Conference Room 218	Pixie wall controller
Conference Room 218	63:1 ultra short throw lens
Conference Room 218	2x Anchor Wall Mount Speakers
Conference Room 209	Hitachi CP-WX3041WN Projector
Conference Room 209	2x VGA + Audio Wall Jack
Conference Room 209	2x unknown make inner ceiling speakers
Conference Room 209	Quartet projection screen
Conference Room 209	unkown amp
Operations Room 210	Boxlight Projector with Lightpen3 Interactivity
Operations Room 210	Wall Talker Projection Screen
Operations Room 210	ClearVIEW HD-USB High Definition USB 2.0 Pan/Tilt/Zoom Camera
Operations Room 210	Pixie wall controller
Operations Room 210	8" Open-Back Ceiling Speakers (2)
Operations Room 210	2x Vaddio tabletop speakers/mics
Operations Room 210	Vaddio easy USB mixer/amp
Operations Room 210	1x HDMI + VGA wall jack
Conference Room 234	Wall Mounted 55" LG Monitor
Conference Room 234	1x HDMI + VGA + RJ-45 + RJ11 wall jack
Conference Room 230	Wall Mounted 52" Samsung Monitor
Conference Room 230	1X VGA + Audio Wall Jack

Conference Room 222	Epson PowerLite 1925W Ceiling Mount Projector
Conference Room 222	DA-Lite Model C with CSR Projection Screen
Conference Room 222	1x VGA + Audio Wall Jack
Conference Room 222	1x VGA + RCA Wall Jack
Conference Room 308	Mitsubishi FD630U Projector (Ceiling Mount)
Conference Room 308	Creston MPC-M5 wall mounted controller
Conference Room 308	1X VGA + Audio Wall Jack
Conference Room 308	DA-Lite Model C with CSR Projection Screen
Kassler Room	Hitach Projector with ultra long throw lens
Kassler Room	DA-Lite Projection screen
Kassler Room	4X Wall Mount Speakers (unknown make)
Kassler Room	JVC HR-S5901U VCR
Kassler Room	Creston Touchscreen controller
Kassler Room	Extron 2X VGA + 1X audio jack (podium)
Kassler Room	1X wall switch for drop down projection screen
Cheesman Room	Creston Touchscreen controller
Cheesman Room	Kramer VP-72305 Switcher
Cheesman Room	Creston MPS-200 Media System
Cheesman Room	Avlex PAS 560 Amp
Cheesman Room	Sony SLV-D370p DVD/VCR
Cheesman Room	DA-Lite drop down projection screen
Cheesman Room	4X Wall Mount Speakers (JBL)
Archer Room	4X Klipsh Speakers
Archer Room	Creston Touchscreen controller
Archer Room	2x VGA + 1Z Audio (podium)
Archer Room	JVC VCR
Archer Room	SHURE SCM 268 Mic Mixer
Archer Room	Yamaha AX 596 Amp
Archer Room	DA-Lite Projection Screen
Archer Room	Mitsubishi XLS980U Projector
Building 12 Conference Room	EIKI Brilliant Projector LC-XB28
Building 12 Conference Room	DA-LITE Model C Projection Screen
Building 12 Conference Room	2x JBL Control 23 Speakers
Building 12 Conference Room	Unknown amp
Building 12 Conference Room	Extron MLC 104 IP PLUS wall controller
Building 12 Conference Room	2x unknown make inner ceiling speakers
Conference Room 310	Toshiba TLP670 Projector (Ceiling Mounted)
Conference Room 310	DA-Lite Projection Screen
Conference Room 310	JVC HR-33800U VCR
Storage	55" LG Monitor (from 210)
Boardroom	2x Projection Design Projectors with short throw lenses
Boardroom	2x DA-Lite rear projection screens
Boardroom	2x DVI gear DVI 5312b DVI/HDMI splitters
Boardroom	Extron Crosspoint 450 plus series switcher/scaler
Boardroom	Kramer VP-72SDS swtcher/scaler
Boardroom	AMX Netlinx NI-4100

Boardroom	2x Kramer video to SXGA/HD scaler VP-419XL
Boardroom	Extron Versa Tools AV Switcher
Boardroom	Extron Versa Tools amp
Boardroom	2x Extron Versa Tools Scaler
Boardroom	Polycom VSX 7000e
Boardroom	RGB Spectrum Media Wall 2000 media wall controller
Boardroom	Extron Mav plus series AV Matrix switcher with IP link
Boardroom	Audia Flex audio processor
Boardroom	Crown 280A Amp
Boardroom	AMX podium mounted touchscreen video controller
Boardroom	1x podium mic
Boardroom	8x drop down ceiling mics
Boardroom	6x ceiling speakers
Boardroom	7 floor boxes for EOC
Boardroom	11x tables for EOC with umbilicals
Boardroom	AMX controller on rear wall
Boardroom	Wolfvizion vizualizer VZ-C12
Building 13 - Customer Service Fld	Casio XJ-A430 Green Slim DLP Projector
Building 13 - Customer Service Fld	Draper RoadWarrior Portable Projection Screen, 40" x 64".
Load Control	4x LG 42" Flatscreen TV's
Load Control	3x Samsung 42" Flatscreen TV's
Load Control	Crestron Video Control Processor
Load Control	Crestron Volume Controller
Load Control	Axcent2 Intergrated Access System
Load Control	Kramer Presentation Switching Scaler
Load Control	Professions HDMI Matrix Switcher
Load Control	T0A 900 Series Amplifier A-903MLC2
Load Control	Furman Power Conditioner + Light Module
Room 211	Quartet Projection Screen
Room 211	1x VGA + Audio Wall Jack
Room 211	Hitachi Projector
Room 211	2 Ceiling Speakers
Building 13	Hitachi CP-WX3014WN Projector
Building 13	Unknown Projection Screen
Building 13	Extreme Video Wall Jack
<b><u>Water Quality Lab</u></b>	
Receiving	46" Panasonic Flatscreen
Investigations	46" Panasonic Flatscreen
Conference Room (Upstairs)	NEC NP2200 Projector (Ceiling Mount)
Conference Room (Upstairs)	DA-Lite Projection Screen
Conference Room (Upstairs)	Extron RGB406 Wall Jack (audio+VGA)
Conference Room (Upstairs)	Panasonic AG2560 VCR
Conference Room (Upstairs)	Hafler Trans-Nova P1500 170 watt Amp

Conference Room (Upstairs)	Shure SCM262 Stereo Mixer
Conference Room (Upstairs)	2x Tannoy Wall Mounted Speakers
Meeting Room (Downstairs)	Mitsubishi XL8U Projector (Ceiling mount)
Meeting Room (Downstairs)	2x Athena Wall Mount Speakers
Meeting Room (Downstairs)	Smart board projection screen
Meeting Room (Downstairs)	1x wall jack, VGA+RCA
Meeting Room (Downstairs)	Panasonic DVD recorder
Meeting Room (Downstairs)	JVC HR-J420U VCR
Meeting Room (Downstairs)	Sony STR-DE197 Stereo Receiver
Greg Zempels Office	Spare Projector - NECMT1065
<b><u>Marston Treatment Plant</u></b>	
Conference Room	SHURE LX Wireless System
Conference Room	Inline MSV0804VGA Matrix Switcher
Conference Room	Extron CVC 200
Conference Room	Extron SW VGA/Accessories VGA/Audio Switcher
Conference Room	3x VP-701SC
Conference Room	AMX V552 Video Sync Sensor
Conference Room	AMX Accent3 Integrated Access Controller
Conference Room	Symetrix Audio Matrix 8x8DSP
Conference Room	Crown CTS 4200
Conference Room	Middle Atlantic Products EMI Filtered Surge Protector PD-915R
Conference Room	AMX Touchscreen Controller
Conference Room	AMX Wall Controller
Conference Room	2x JBL Speakers
Conference Room	2x Floor Mounted Speakers
Conference Room	DA-LITE Cosmopolitan Drop Down Projections screen
Conference Room	Toshiba TLP-260 Projector
Conference Room	1x VGA + RCA wall jack
Control Room	4x 32" Toshiba Flatscreen TV's
Control Room	2x 40" LG Flatscreen TV's
Control Room	LG 36" TV
Control Room	22" Element TV

<b><u>Quivas Building</u></b>	
Conference Room 112	46" Samsung Monitor
Conference Room 112	Epson PowerLite 1925W Ceiling Mount Projector
Conference Room 112	DA-Lite Model C with CSH Projection Screen
Conference Room 112	1x VGA+RCA wall jack
Conference Room 122	Samsung 40" Monitor
Conference Room 122	1x VGA + RCA wall jack
Conference Room 105	Infocus IN3108 Ceiling Mount Projector
Conference Room 105	DA-Lite Projection Screen
Conference Room 105	1x VGA + RCA wall jack
Office 101	Infocus IN3108 Ceiling Mount Projector



Office 101	DA-Lite Model B Projection Screen
Office 101	1x VGA+Audio Wall Jack
Call center	Samsung 46" monitor
Call center	Samsung 46" monitor

#### **Moffat Treatment Plant**

Conference Room	BenQ SP840 Projector
Conference Room	DA-Lite projection screen
Conference Room	Crown 160 MA Amp
Conference Room	4x unknown speakers in ceiling
Conference Room	1x VGA+HDMI+Audio wall jack
Control Room	2x Panasonic TC-L55E5D 55" flatscreen TV's

#### **Highlands Pump Facility**

Load Control	Samsung 50" Flatscreen TV
Load Control	Samsung 50" Flatscreen TV
Load Control	Samsung 50" Flatscreen TV
Load Control	Furman Linear AC Power Conditioner P-8 Pro Series
Load Control	Crestron POrtable Touchscreen Controller
Load Control	Crestron AV2 A/V Control Processor
Load Control	Extron Crosspoint 450 PLus Seriesultra wideband matric switcher with adsp
Load Control	QSC Direct 10V Amplifier CX302V

#### **Recycle Plant**

Control Room	2x Toshiba 37" Flatscreen TV's
Control Room	2x LG 37" TV's
Conference Room	4x Ceiling Mount Speakers
Conference Room	1x Drop Down Projection Screen Controller
Conference Room	1x VGA wall jack
Conference Room	Crestron Touchscreen Controller
Conference Room	Sanyo Projector
Conference Room	DA-LITE drop down screen
Library	47" LG Flatscreen

\* A complete copy of the List of Equipment will be provided at the Mandatory Pre-Proposal Meeting on March 11, 2013 at 1:30 P.M. Mountain Time.

**EXHIBIT D**  
**LIST OF LOCATIONS AND SCHEDULE**

Room	Location	Maintenance Schedule	Known Critical System
<b><u>Main Denver Water Campus</u></b> <b><u>1600 W. 12<sup>th</sup> Ave., Denver, CO</u></b>			
Conference Room 111	Admin Building, 1 <sup>st</sup> Floor	Semi-annually	
Conference Room 139	Admin Building, 1 <sup>st</sup> Floor	Semi-annually	
Training Room 142	Admin Building, 1 <sup>st</sup> Floor	Semi-annually	
Security Operations	Admin Building, 1 <sup>st</sup> Floor	Semi-annually	
Conference Room 209	Admin Building, 2 <sup>nd</sup> Floor	Semi-annually	
Conference Room 211	Admin Building, 2 <sup>nd</sup> Floor	Semi-annually	
Conference Room 228	Admin Building, 2 <sup>nd</sup> Floor	Semi-annually	
Conference Room 226	Admin Building, 2 <sup>nd</sup> Floor	Semi-annually	
Conference Room 218	Admin Building, 2 <sup>nd</sup> Floor	Semi-annually	
Conference Room 210	Admin Building, 2 <sup>nd</sup> Floor	Semi-annually	
Conference Room 234	Admin Building, 2 <sup>nd</sup> Floor	Semi-annually	
Conference Room 230	Admin Building, 2 <sup>nd</sup> Floor	Semi-annually	
Conference Room 222	Admin Building, 2 <sup>nd</sup> Floor	Semi-annually	
Conference Room 308	Admin Building, 3 <sup>rd</sup> Floor	Semi-annually	
Conference Room 310	Admin Building, 3 <sup>rd</sup> Floor	Semi-annually	
Conference Room	Building 12, Purchasing	Semi-annually	
Conference Room	Building 13, 2 <sup>nd</sup> Floor	Semi-annually	
Kassler Room	3 Stones Building, End of Campus	Semi-annually	
Cheesman Room	3 Stones Building, End of Campus	Semi-annually	
Archer Room	3 Stones Building, End of Campus	Semi-annually	
Board Room	Admin Building	Quarterly	Yes
Load Control	Admin Building	Quarterly	Yes
Water Control Conference Room	Building 13	Semi-annually	

**Marston Complex**      **6100 West Quincy Ave., Denver, CO**

**Water Quality Lab**

Conference Room	Upstairs	Semi-annually	
Meeting Room	Downstairs	Semi-annually	
Greg Zempels Office	Main Floor	Semi-annually	

**Marston Treatment Plant**

Control Room		Quarterly	Yes
Conference Room		Semi-annually	

**Quivas Building**      **555 Quivas St., Denver CO**

Conference Room 112	NW corner of building	Semi-annually	
Conference Room 122	SW Side of Building in meter reading	Semi-annually	
Conference Room 105	Front Entryway	Semi-annually	
Office 101	NE Corner of building	Semi-annually	
Call Center	On Northern wall of call center	Semi-annually	

**Other Facilities**

Highlands Pump Facility Control Room	8100 S. University Blvd., Denver, CO	Quarterly	Yes
Recycle Conference Room	58 <sup>th</sup> and York, Denver, CO	Semi-annually	
Recycle Control Room	58th and York, Denver, CO	Quarterly	Yes
Moffat Control Room	10901 W 20th Ave., Lakewood, CO	Quarterly	Yes
Moffat Conference Room	10901 W 20 <sup>th</sup> Ave., Lakewood, CO	Semi-annually	
Foothills Conference Room	6730 N. Rampart Range Rd., Littleton, CO	Semi-annually	
Foothills Control Room	6730 N. Rampart Range Rd., Littleton, CO	Quarterly	Yes

## NON-DISCLOSURE AGREEMENT

This is an Agreement between Proposer, 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 Proposer for the purpose of Proposer preparing a proposal for Agreement 14822A ("Contract") and potentially for Proposer to perform the work required by the Contract. Proposer 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. The Confidential Information includes any drawings, set-ups, or incidental information that the Board provides to Proposer before or during the term of the Contract, as well as any of the above items developed by Proposer 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 Proposer the Confidential Information in the form of the Board's choosing.
5. If the Board provides or Proposer requests the Confidential Information in a format requiring particular software, it is understood that Proposer 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 Proposer to visit one or more Board facilities according to a schedule to be determined by the Board. Proposer 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. Proposer acknowledges that it may learn information about and receive documentation about the Board's facilities during the visit(s), and Proposer agrees that such information and documentation will be considered Confidential Information under this Agreement.
7. Proposer shall hold and use the Confidential Information only for the purposes of preparing a proposal for the Contract, if Proposer so chooses, and for performing the work required by the Contract if selected as the successful Proposer. Proposer shall limit disclosure of the Confidential Information to only its employees and subcontractors who have a need to know the Confidential Information. Proposer 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. Proposer shall take reasonable steps to ensure that anyone to whom it provides the Confidential Information complies with the terms of this Agreement.

8. Proposer 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 Proposer 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 Proposer, 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.
9. 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.
10. Confidential Information and any other information or materials provided by the Board to Proposer 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. Additionally, upon request Proposer will provide an affidavit of destruction of any copies or extracts of the Confidential Information in whole or in part, or of other material or formats that contain the Confidential Information.
11. If Proposer 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.
12. The standard of care for protecting Board information provided to Proposer will be at least that degree of care Proposer uses to prevent disclosure, publication or dissemination of its own proprietary information, provided that degree of care is at least reasonable.
13. Proposer 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 Proposer normally takes to protect its own proprietary information, provided that degree of care is at least reasonable.
14. If Proposer 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, Proposer shall notify the Board in writing as soon as reasonably possible.
15. 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.

16. 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 Proposer.
17. Nothing contained in this Agreement, by express grant, implication, estoppel or otherwise, shall create in Proposer 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.
18. 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.
19. Nothing contained in this Agreement shall grant to Proposer the right to make commitments of any kind for or on behalf of the Board without the prior written consent of the Board.
20. 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.
21. Nothing contained in this Agreement shall require Proposer to submit a proposal to the Board for the Contract.
22. In the event the Board awards the Contract to Proposer, this Agreement shall remain in effect for the term of the Contract at a minimum and, additionally, for as long as the Proposer is in possession of the Board's information that is protected by this Agreement. In the event the Board does not award the Contract to Proposer, this Agreement shall remain in effect for as long as the Proposer is in possession of the Board's information that is protected by this Agreement.
23. 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 Proposer:**

Name of Proposer: \_\_\_\_\_  
(Print name legibly)

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

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

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

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



## REQUEST FOR INVITATION TO PRE-PROPOSAL CONFERENCE

RFP 14822A

FOR DENVER WATER'S

Audio Visual Maintenance

Request for Invitation Due Date: Thursday, March 07, 2013  
by 1:30 P.M. Mountain Time to:

Denver Water Purchasing & Contracting  
Attention: Elizabeth Hewes/ RFP No. 14822A  
1600 West 12<sup>th</sup> Avenue, Building 12  
Denver, CO 80204-3412

To be considered for an invitation, a duly authorized agent of the Proposer must complete and sign this page. Signature below indicates that the Proposer has read and understands the requirements set forth in this Request for Proposal.

Proposer's  
Business Name:

\_\_\_\_\_

By / Title:

\_\_\_\_\_

Duly authorized agent's name and title must be typed or clearly written

Signature:

\_\_\_\_\_

By signing and returning this form to Denver Water, I understand that I am certifying that my company meets all minimum qualifications listed herein, including those enumerated in the checklist below.

Date:

\_\_\_\_\_

E-mail:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Fax No.:

\_\_\_\_\_

Business  
Address:

\_\_\_\_\_

Is Proof of License and Bond Attached

Yes ☐ No ☐

Is Non-Disclosure Agreement Attached

Yes ☐ No ☐

Technicians and other employees will be able to pass all Background and Personnel  
Screening requirements as listed in Section 1.15 beginning on page 7

Yes ☐ No ☐