



**CITY OF LONGMONT
Purchasing & Contracts**

Request for Proposal #RFP-TT-7537

**Automated Pavement Data Collection
and PMS Development Services
for
Public Works and Water Utilities**

REQUEST FOR PROPOSALS (RFP)
#RFP-TT-7537

Procurement Specialist: Tom Thompson
Email Address: tom.thompson@ci.longmont.co.us
Telephone Number: 303-651-8345
Fax Number: 303-651-8588

Proposals must be received no later than:

Due Date, December 10, 2007, at 4:00 p.m. local time

Proposals received after this date and time will not be considered for award.

The City only accepts proposals in hard copy format and does not accept proposals submitted via fax, email, or other electronic means. Proposals are to be submitted in a sealed Package with the following on the outside of the envelope:

Company Name
RFP Number
Due Date and Time
Procurement Specialist Name
RFP Title

Package must include:

- One Original Proposal, identified as “Original”
- 4 Copies of Proposal
- One Copy of Proposal on a CD-ROM
- One Public Viewing Proposal, if desired, identified as “Public Viewing” (see Section III, J for information)

Deliver proposals to:

City of Longmont
Purchasing & Contracts
1100 S. Sherman
Longmont, Colorado 80501

Schedule of Events (subject to change)	All times are given in local Colorado time
RFP Issued	November 9, 2007
Optional Pre-Proposal Conference	November 27, 2007 at 9:00 am
Inquiry Deadline	December 3, 2007 at 4:00 pm
Final Addendum Issued	December 4, 2007
Proposal Due Date and Time	December 10, 2007 at 4:00 pm
Interviews (tentative)	Week of December 17, 2007 (if necessary)
Notice of Award (tentative)	January 2, 2008

PRE-PROPOSAL CONFERENCE:

A Pre-Proposal Conference will be held on November 27, 2007 **at 9:00 AM** at the City Service Center Building, 1100 South Sherman Street, in the Purchasing & Contracts Office.

TABLE OF CONTENTS

Section	Title	Page
I	Background, Overview & Goals	4
II	Statement of Work	4
III	Administrative Information	8
IV	Proposal Submission	13
V	Response Format	14
VI	Evaluation and Award	15

ATTACHMENTS

Attachment	Title
A	Illegal Alien Certificate
B	Proposal Acknowledgement
C	Sample Contract

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

The City of Longmont (City) currently utilizes the Hansen V7 Pavement Management System (PMS) module with manually collected pavement data. Manual collection of pavement data has proved to be time consuming with inconsistent results. The City is seeking Consultant services to automatically collect reliable pavement data that will easily and readily work with the Hansen PMS module. The City's roadway network consists of 315 centerline miles of streets. The City has defined its network as a series of street segments and has approximately 4500 segments. Additionally, the City is seeking Consultant services that will further enhance the City's use and capabilities with the Hansen PMS module. The City is seeking a "turn-key" product using automated pavement data loaded into the City's existing database, and manipulated for use with the Hansen PMS module.

B. Overview

The City of Longmont is requesting proposals from qualified consulting firms for Automated Pavement Data Collection and PMS Development Services. Consultants are invited to submit a proposal outlining their experience and qualifications in performing work directly related to the work items described within the Scope of Services. The City anticipates issuing the Notice to Proceed (NTP) during January of 2008. Additionally, the City seeks a Consultant who can ensure completion of all work elements identified in the Scope of Services within 175 calendar days from the date of the NTP.

C. Goals

The City of Longmont seeks Automated Pavement Data Collection and PMS Development Services to further develop a usable and reliable PMS utilizing the Hansen V7 Pavement Management module. The purpose of this proposal is to contract with a consulting firm capable of assembling a project team with the technical expertise to meet all project needs in a comprehensive and prompt manner.

SECTION II. STATEMENT OF WORK

Scope of Services

The City of Longmont seeks Pavement Data Collection and PMS Development Services to assist its effort to enhance the City's Pavement Management System (PMS) utilizing the Hansen V7 Pavement Management module. All Consultant provided databases must conform to Hansen specifications and all Consultants must directly contact appropriate Hansen personnel for specifications. All information supplied to the City must be in a format acceptable to Hansen. The Longmont roadway network consists of 315 centerline miles that is broken into approximately 4500 street segments. The purpose of the contract is to hire a firm capable of meeting the needs of the project. The following services are shown to illustrate the general character of expected services.

A. DATA ACQUISITION:

The Consultant will conduct an automated data collection operation that includes suitable equipment to record the surface condition of asphalt and concrete pavements, including cracking, rutting, raveling, spalling, bleeding, patches/potholes and roughness of the pavement surface and ride quality or IRI. The defect types are to be recommended by the Consultant and approved by the City. All data collection shall be completed in a manner that does not require the setup of traffic control devices (creating unwanted impacts to the traveling public). It is anticipated the equipment should include a vehicle laser profiler for rutting and faulting measurements and distance referencing capabilities using Global Position System (GPS) coordinates rectified to City Datums.

The pavement condition inspections should be collected using a survey vehicle traveling at normal street speeds. The data collection should occur during daylight hours, with high traffic areas (identified by the City) surveyed during non-peak hours. All expressways, arterials and collectors will be surveyed in 2 directions. Collection of approximately 415 miles of asphalt and concrete pavement condition data will be required (approximately 215 miles of local streets and 200 miles of collector and arterial streets). Each member of the survey crew, or office technician reviewing field images, must be capable of identifying and recording surface distress type, severity, and extent. The data collection vehicle should be capable of storing all survey data on removable electronic media that can be transferred to the evaluator for data processing and evaluation. All data shall be stored on DVD format and two copies will be submitted to the City.

All pavement data must be capable of being integrated with the City's GIS program allowing the street network to be viewed graphically along with inspection and modeling results.

The selected Consultant will be required to submit a data collection plan for review and approval by the City and Hansen. The data collection plan should include:

- The type of data to be collected (surface, roughness, deflection)
- The parts of the network for each type of data to be collected (by functional class)
- Data collection intervals for each type
- For surface data: what defect types will be collected
- For each defect type, what severity levels will be collected
- For each defect type, what unit of measure will be used
- Any requirements for attribute information such as width or surface type.
- Example of the deliverable data showing the data format and explaining the fields

The City recognizes that the technical approach outlined for data acquisition process may be modified during the proposal/contract negotiations phase and welcomes innovative alternatives, cost effective proposals for the data acquisition phase of the project. Alternative data acquisition proposals must provide superior data quality and a cost savings over the technical approach originally identified to be considered.

B. DIGITAL IMAGES: (additional service)

The Consultant will record the existing condition of each street segment with high resolution digital images. The objective is to obtain a full perspective of the segment at 100 foot intervals with corresponding GPS coordinates. Additional images should be recorded to capture existing conditions along longer segments and in critical positions such as horizontal and vertical curves.

Once the images are recorded, the Consultant shall create an electronic file containing separate subfolders for each street segment containing the corresponding images taken in the field. The image file names shall correspond to the segment number. The Consultant shall also provide the City with an electronic copy of the image data. The Consultant will be required to load all information into the Hansen PMS module.

The Consultant should provide this cost as an additional service in the form of a per mile cost.

C. DATA EVALUATION:

Data evaluation or post processing should utilize experienced staff to perform the processing of the pavement condition data collected in the field. The selected Consultant will be responsible for all data conversion necessary to populate the Hansen database and verify its accuracy. The result of the post processing will be a data file(s) that identifies the Hansen Street Segment (linked to GIS), the surface condition data (type, severity, & extent), and the ride quality or IRI. All condition and ride quality data will be summarized based on 100 ft (max) stations within each segment. In addition, the direction of travel (from beginning or from end of segment) will be identified for each record. Where the number of lanes dictates that more than one pass must be recorded, then the data will be summarized to identify each pass.

D. DATA ENTRY:

The Consultant must contract and work directly with Infor to electronically upload all pavement data into the City's database. All Consultants should clearly identify in their proposal how the working relationship with Infor will be structured and describe how the uploading of pavement data will be accomplished. The Consultant be required to contract (& pay for) this service directly with Infor. This cost will be reimbursed by the City upon successful completion of this task, provided that the cost has been clearly identified in the cost breakdown submitted by the selected Consultant. Contact Technical Services Department at Infor by calling 1-800-821-9316.

E. SYSTEM CONFIGURATION:

Configure the Hansen PMS as follows to meet the City's needs:

Configure surface condition inspections (asphalt and concrete pavements) to match the City's pavement distress rating system (PASER MANUAL or as recommended by the Consultant and approved by the City). Modify, as necessary, formulas to convert field data to indexes for all defects. Modify, as necessary, formulas and weighting factors to be used to calculate the Surface Condition Index and formulas used to combine the surface condition, roughness, and structural sufficiency indices into an Overall Condition Index (OCI).

1) Develop Pavement Deterioration Curves. Develop user defined pavement deterioration curves (using a standard 100 point Pavement Condition Index (PCI) system for comparing pavements) based on factors such as surface type, functional classification, and traffic volume. The Consultant will utilize industry accepted curves modified, as required, to meet local conditions unique to the City. Hansen's standard J and straight-line curves may be utilized if it is determined these best meet the needs of the City.

2) Develop Decision Models. Establish Decision Models utilizing a tree structure to determine the type of activity that should be preformed against a segment and the timing of the work. This effort should include the following procedure:

- a. Determine with City Staff, all pavement maintenance and rehabilitation strategies currently utilized or may be utilized within the City of Longmont.
- b. Identify the impact on the condition of the segment based on the completion of the activity.
- c. Develop maintenance and rehabilitation decision trees. Determine the decision process for selecting activities to be performed.
- d. Identify the cost and assumed benefit from performing each maintenance and rehabilitation activity.
- e. Identify from the deterioration curve for the segment, what year an individual activity should be performed.
- f. Identify how the segment will deteriorate after the activity is performed.

3) Perform budget needs analyses ranging from unlimited funding levels to various constrained levels. Through meetings with City Staff define the current pavement budget, determine budgets that will maintain and improve the overall condition of the street network, and determine the impacts if funding levels or budgets were substantially reduced. Perform multiple funding scenarios to answer “what-if” questions. All budgets are to be predicted to a minimum of 25 years.

4) Analysis. Along with City Staff, the Consultant will execute and evaluate the results of the rehabilitation and budget analysis.

F. DETAILED FINAL REPORT

Prepare a multi-year work plan that includes recommended maintenance and rehabilitation strategies on selected streets. Based on the final analysis from the PMS, the Consultant is to provide a final report that identifies the Pavement Rehabilitation Projects for the next five years and an assessment of annual costs and possible street segments to be considered for the following five years (e.g.: year six to year 10). The Consultant will be required to work jointly with the City to produce GIS based maps showing the recommended Pavement Rehabilitation Projects. Graphically compare budget scenarios in terms of network condition.

Prepare an Executive Summary report for the City summarizing the overall condition of the City’s pavement network, the maintenance & rehabilitation strategies used by the City, the results of budgetary analyses, different budget scenarios and the recommended maintenance and rehabilitation scenario for selected road segments.

G. STAFF TRAINING

Training on the PMS system’s use and maintenance is to be provided by the Consultant to City staff based on condition data collected and system configuration/setup. The following types of training are to be provided.

1. Provide training to Public Works Transportation Division staff on the general use of the system on items such as:
 - a. General use of the PMS module to locate pavement condition information on specific street segments.
 - b. Creation of new and modification of existing street segment inspection reports.
 - c. Evaluation of alternative maintenance and rehabilitation strategies required to meet the identified needs using updated pavement data on the PMS module.
 - d. Development of pavement deterioration curves.
 - e. Development of decision models.
 - f. Performing various financial planning analyses utilizing multiple annual budget levels.
 - g. Development of standard and custom reports.

H. MINIMUM MANDATORY QUALIFICATIONS OF OFFEROR

All Consultant teams must demonstrate relevant work experience using automated data collection methods and the integration of this data into a Hansen Pavement Management module. All Consultant teams must demonstrate work experience where the pavement data collected by automated methods resulted in industry accepted pavement management objectives such as maintenance and rehabilitation strategies along with network financial planning scenarios (utilizing a Hansen Pavement Management module). All Consultants (or Consultant Teams) must demonstrate within the proposal their experience working with Hansen’s “data structure”.

I. PERIOD OF AWARD

The effective date of providing the required product and services shall be from January 2, 2008 to December 31, 2008 and may be renewable for four additional one-year periods.

If the City desires to extend the contract, not later than thirty (30) days prior to expiration, the City shall send a notice in writing to the vendor requesting firm pricing for the next twelve-month period. After the City evaluates the firm pricing proposal from the vendor, it will determine whether to extend the contract. All awards and extensions are subject to annual appropriation of funds. The provisions of the foregoing paragraphs with respect to extensions of the terms of the contract shall be null and void if the contract has been terminated or revoked during the initial term or any extension thereof. All decisions to extend the contract are at the option of the City.

SECTION III. ADMINISTRATIVE INFORMATION

A. Issuing Office:

The City's Procurement Specialist listed herein is to be the sole point of contact concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.

B. Official Means of Communication:

All official communication from the City to offerors will be via postings on an electronic solicitation notification system, the Rocky Mountain Bid System (www.rockymountainbidsystem.com). The Procurement Specialist will post notices that will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of award. It is incumbent upon offerors to carefully and regularly monitor the Rocky Mountain Bid System for any such postings. In addition, communications may be sent to attendees of the mandatory pre-proposal conferences, if any, via fax or email.

C. Inquiries:

Prospective offerors may make written inquiries by e-mail before the written inquiry deadline concerning this RFP to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFP (be sure to reference RFP number) should be referred to:

E-Mail: tom.thompson.longmont.co.us
Subject Line: RFP-TT-7537

Response to offerors' inquiries will be published as a modification on the Rocky Mountain Bid System in a timely manner. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFP.

Should any interested offeror, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the Procurement Specialist of such matters immediately upon discovery.

D. Insurance:

The successful contractor will be required to provide a Certificate of Insurance or other proof of insurance naming the City of Longmont as "additional insured". Coverage must include COMMERCIAL GENERAL LIABILITY coverage with minimum limits of \$150,000 per person, \$600,000 per incident,

and WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY coverage with limits in accordance with State of Colorado requirements.

COMPREHENSIVE AUTOMOBILE LIABILITY with minimum limits for bodily injury and property damage coverage of at least the liability limits under the Colorado Governmental Immunity Act, (now ONE HUNDRED FIFTY THOUSAND [\$150,000] per each person and SIX HUNDRED THOUSAND DOLLARS [\$600,000] per each occurrence), plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of this Agreement.

The City shall be named as additional Insured for General and Auto Liability Insurance.

E. Modification or Withdrawal of Proposals:

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

F. Minor Informalities:

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The Procurement Specialist may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the City.

G. Responsibility Determination:

The City will make awards only to responsible vendors. The City reserves the right to assess offeror responsibility at any time in this RFP process and may not make a responsibility determination for every offeror.

H. Acceptance of RFP Terms:

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

I. Protested Solicitations and Awards:

Any actual or prospective offeror who is aggrieved in connection with either the solicitation or award of a contract may protest in writing to the City's Purchasing and Contracts Manager. The protest shall be submitted within three calendar days after such aggrieved person knows, or reasonably should have known, of the facts giving rise thereto.

With regard to requirements or specifications set forth in this RFP, it is important for offerors to note that a challenge should be made within three (3) calendar days of when the item being protested is known.

J. Confidential/Proprietary Information:

The City neither requests nor encourages the submission of confidential/proprietary information in response to this Request for Proposal. All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the Procurement Specialist provided that the submission is in accordance with the following procedures. This remains the *sole responsibility* of the offeror. The Procurement Specialist will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening.

Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary. Questions regarding the application of this procedure must be directed to the Procurement Specialist listed in this RFP.

Procedure:

1. The offeror will submit one (1) additional complete proposal clearly marked “FOR PUBLIC VIEWING.” In this version of the proposal, the offeror will black out all text and/or data that it wishes to be considered confidential and denote the information as “proprietary” or “confidential”.
2. A written description will accompany the “FOR PUBLIC VIEWING” copy of the proposal identifying the material that the offeror is considering proprietary or confidential. Specific reasoning as to why each item is to remain confidential, *other than* recitation of a specific state or federal statute, is required.
3. Where an offeror has submitted a “FOR PUBLIC VIEWING” version of their proposal, that version will be open to the public while the other copies of that offeror’s proposals will be maintained as confidential material.

Proposals that are determined to be at variance with this procedure may be declared non-responsive by the Procurement Specialist, and not given further consideration.

K. Acceptance of Proposal Content:

The contents of the proposal (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful offeror to perform in accordance with these obligations may result in cancellation of the award and such offeror may be removed from future solicitations.

L. RFP Cancellation:

The City reserves the right to cancel this RFP at any time, without penalty.

M. Negotiation of Award:

In the event only one (1) responsive proposal is received by the City, the City reserves the right to negotiate the award for the services with the offeror submitting the proposal in lieu of accepting the proposal as is.

N. Contract:

A sample copy of the contract award the City will use to contract for the services specified in this RFP is included as Attachment C for your review. The attached contract is only a sample and is not to be completed at this time. Please note in your proposal exceptions and modifications to the contract you desire be made. Any exceptions or modifications to the contract may be grounds for considering a proposal non-responsive.

O. RFP Response/Material Ownership:

All material submitted regarding this RFP becomes the property of the City of Longmont, unless otherwise noted in the RFP.

P. Incurring Costs:

The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

Q. Utilization of Award by Other Agencies:

The City of Longmont reserves the right to allow other State and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City of Longmont in the current term or in any future terms.

R. Non-Discrimination:

The offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

S. News Releases:

Neither the City, nor the offeror, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval of the other party. Written consent on the City's behalf is provided by the Public Information Office.

T. Certification of Independent Price Determination:

1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:
 - (a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
 - (c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2. Each person signing the Request for Proposal form of this proposal certifies that:
 - (a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
 - (b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

3. A proposal will not be considered for award where (1)(a), (1)(c), or (2) above has been deleted or modified. Where (1)(b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing and Contracts Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.

U. Taxes:

The City of Longmont is exempt from all federal excise taxes and all Colorado State and local government sales and use taxes. Where applicable, contractor will be responsible for payment of use taxes.

V. Assignment and Delegation:

Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

W. Availability of Funds:

Financial obligations of the City of Longmont payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the City.

X. Standard of Conduct:

The successful firm shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

The City may request the successful firm to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

- (1) Neglect of duty.
- (2) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- (3) Theft, vandalism, immoral conduct or any other criminal action.
- (4) Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.

Agents and employees of Contractor or Consultant working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the Contractor or Consultant shall require each of their employees to wear ID badges or uniforms identifying: the Contractor or Consultant by name, the first name of their employee and a photograph of their employee if using an ID badge. Their employee shall wear or attach the ID badge to the outer garments at all times.

Y. Unlawful Employees, Contractors and Subcontractors: Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Contract or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract.

Z. Verification Regarding Illegal Aliens: Contractor has verified or attempted to verify through participation in the basic pilot program administered by the United States Department of Homeland Security that Contractor does not employ any illegal aliens or Contractor verifies that Contractor has not been accepted into the basic pilot program prior to entering into this Contract. Contractor further verifies that if Contractor has not been accepted in to the basic pilot program administered by the United States Department of Homeland Security, Contractor will apply to participate in the basic pilot program administered by the United States Department of Homeland Security every three months until Contractor is accepted or this Contract is completed, whichever is earlier.

AA. Limitation Regarding Basic Pilot Program: Contractor shall not use basic pilot program procedures to undertake preemployment screening of job applicants while performing this Contract.

BB. Duty to Terminate a Subcontract; Exceptions: If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien:

(a) notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) terminate the subcontract with the subcontractor if, within three days of receiving notice that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien.

- CC. Duty to Comply with State Investigation:** Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).
- DD. Damages for Breach of Contract:** In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.
- EE. Other Statutes:**
1. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes , 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation such provisions is present.
 2. The signatory hereto avers that to his/her knowledge, no City of Longmont employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

SECTION IV. PROPOSAL SUBMISSION

Following are the response requirements for this RFP. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content or aberrations in form may, at the City's discretion, render the proposal non-responsive.

Offerors shall submit in a sealed package:

- One (1) Original Proposal, identified as "Original"
- 4 Copies of Proposal
- One Copy of Proposal on a CD-ROM
- One Public Viewing Proposal, if desired, identified as "Public Viewing" (see Section III, J for information)

To facilitate the evaluation, offeror shall submit and organize all responses in the same order as listed in Section V. Proposals that are determined to be at a variance with this requirement may not be accepted. The City only accepts proposals in hard copy format and does not accept proposals submitted via fax, email, or other electronic means.

Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposal is received at the City of Longmont's Purchasing & Contracts Division on or before the proposal opening date and time.

The outside of the package will include the following information:

- Company Name
- RFP Number
- Due Date and Time
- Procurement Specialist Name
- RFP Title

SECTION V. RESPONSE FORMAT

The following items are to be included in your proposal, in the order listed. Deviation from this may render your proposal non-responsive.

- A. Cover Letter.** Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).
- B. Use of Subcontractors/Partners**
There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.
- C. Minimum Mandatory Qualifications.** Include an itemized description of how your company meets each of the minimum mandatory qualifications outlined in Section II, H. Failure to meet or exceed these requirements may disqualify your response.
- D. Company Information**
1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
 2. Identify the year in which your company was established and began providing consulting services.
 3. List your firm's Standard & Poor's or AM Best (or comparable) rating.
 4. Describe any pending plans to sell or merge your company.
 5. Provide a comprehensive listing of all the services you provide.
- E. Evaluation Criterion #1 – e.g., Project Approach**
1. Describe any project approaches or ideas that you would apply to this project and that you feel would enhance the quality of your services.
 2. Work plan identifying the tasks required to complete all tasks identified in the Scope of Services.
 3. Technical content of the proposal, including brief samples of reports from past-related projects. Demonstrate understanding of the project issues and scope of work and responsiveness to RFP. Evidence of the firm's ability to perform all elements of the scope of work effectively, creatively, and competently.
- F. Evaluation Criterion #2 - e.g., Company and Personnel Qualifications**
1. Describe your customer service philosophy.
 2. Provide information from at least three projects of similar scope. Include, at a minimum, the following information: 1) company name, 2) contact name, 3) phone number, 4) fax number, 5) email address, 6) brief description of project scope and value, 7) status of project. The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
 3. List the number of people that you can commit to working on this project and the amount of time each is expected to spend on the project.
 4. Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.
 5. List the names of the subcontractors you expect to use, the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key subcontractor personnel who will be working on the project.
 6. Provide a specific timeline or schedule for the work. Show milestones and completion dates on the schedule.
 7. Describe the methods and timeline of communication your firm will use with the City's project manager, other involved City staff, and other interested parties.

G. Evaluation Criterion #3 – e.g., Value/Cost of Efforts

1. Provide a cost for the consulting services and products broken down per task listed under the *Scope of Services*, above. Show a breakdown of all reimbursable expenses required to complete the work. If applicable, the subcontractors' costs must be shown as separate items. Also, provide hourly rates for your firm and all subcontractors. These rates will be considered valid throughout the project.

H. Illegal Alien Certificate. This required form is included as Attachment A.

I. Proposal Acknowledgement. Include this form as provided in Attachment B.

SECTION VI. EVALUATION AND AWARD

A. Proposal Evaluation

All proposals submitted in response to this RFP will be evaluated by a committee in accordance with the criteria described below. Total scores will be tabulated, and the contract will be awarded to the offeror whose proposal is deemed to be the most advantageous to the City.

If the City requests presentations by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. [Please note that presentations have been tentatively scheduled per the Schedule of Events on the first page of this RFP.](#) If your company is invited to give a presentation to the committee, these dates may not be flexible.

The contract will be awarded to the vendor whose overall offer is deemed to be the most advantageous to the City of Longmont as determined by the evaluation committee.

In preparing responses, offerors should describe in great detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to proposal information to assist the City in selecting the most qualified offeror for this contract. Evaluation criteria that will be used are as follows, listed in order of relative importance:

1. **Project Approach**
2. **Company and Personnel Qualifications**
3. **Value/Cost of Efforts**

A presentation and/or demonstration may be requested by short-listed offerors prior to award. However, a presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal.

B. Determination of Responsibility of the Offeror

The City of Longmont awards contracts to responsible vendors only. The City reserves the right to make its offeror responsibility determination at any time in this RFP process and may not make a responsibility determination for every offeror.

The City of Longmont's Municipal Code defines a "Responsible offeror" as one who has "the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance." The City reserves the right to request information as it deems necessary to determine an offeror's responsibility. If the offeror fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

**ATTACHMENT A
ILLEGAL ALIEN CERTIFICATE**

FROM: _____
(Prospective Contractor)

TO: CITY OF LONGMONT

Project Name _____

RFP Number _____

As a prospective contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien and that I (we) have participated in or attempted to participate in the basic pilot employment verification program administered by the U. S. Department of Homeland Security in order to verify that I (we) do not employ any illegal aliens.

Executed this _____ day of _____, 2007.

Prospective Contractor _____

By: _____

Its: _____
Title

State of _____)
County of _____) ss:

The foregoing instrument was acknowledged before me by _____,
(Name of party signing)

as _____ of _____,
(Title of party signing) (Name of corporation)

a _____ corporation, on behalf of the corporation, this
(State of incorporation)

_____ day of _____, 2007.

Witness my hand and official Seal.

My Commission expires _____.

Notary Public

**ATTACHMENT B
PROPOSAL ACKNOWLEDGEMENT**

The offeror hereby acknowledges receipt of addenda numbers ___ through ___.

By signing below, you agree to all terms & conditions in this RFP, except where expressly described in your cover letter.

Original Signature by Authorized Officer/Agent

Vendor's Tax ID Number (FEIN)

Type or printed name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Proposal Valid Until (at least for 90 days)

E-Mail Address

Website Address

The offeror is organized as a (corporation, partnership, etc): _____

If a corporation, the state where it is incorporated: _____

ATTACHMENT C
SAMPLE CONTRACT

CITY OF LONGMONT, COLORADO

SERVICES CONTRACT

PROPOSAL # [Type proposal number, press f11 to proceed]

THIS CONTRACT, made at the City of Longmont, Colorado, by and between the **City of Longmont, Colorado** (City), a municipal corporation, and [Type name of contractor, press f11 to proceed] (Contractor), a [Type state of incorporation, e.g. Delaware press f11 to proceed] corporation, whose address is [Type address of contractor, press f11 to proceed].

1. RECITALS:

1.1 The City desires to use the services of the Contractor for the purposes of providing [Type description of services to be provided, press f11 to proceed].

1.2 The Contractor has agreed to provide the services outlined in the Contractor's Proposal, upon the terms and conditions set forth in this Contract. Contractor will perform no service under this Contract until direction from an authorized City employee is issued and received by Contractor.

2. STATION OF WORK: The Contractor shall provide and furnish at its own proper cost and expense all materials, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to provide services in strict accordance with the conditions and prices stated in the Contract and other documents; the Contractor shall do everything required by the Contract.

3. TIME OF COMMENCEMENT AND SUBSTANTIVE COMPLETION: The services to be provided under this Contract shall commence within [Type number of days, press f11 to proceed] calendar days from [enter date, then press f11 to proceed], and shall continue through [Type date, press f11 to proceed], with the option of [enter number of years, then press f11 to proceed] additional renewals, on an annual basis, upon agreement of both parties.

4. PRICE: The City will pay the Contractor for the performance of this Contract, a total of [Type dollar amount, press f11 to proceed] **DOLLARS** for the total quantities of Work performed as stipulated in the Contractor's Proposal.

5. FINANCIAL OBLIGATIONS OF CITY: This Contract does not create a multiple fiscal year direct or indirect debt or other financial obligation. Each request for service shall incur a concurrent debt for that request only. All financial obligations of the City under this Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations.

6. CONTRACT DEFINED: This Contract incorporates, herein by reference, the terms and conditions of the following documents. If there is a conflict among the documents, their terms and conditions shall prevail in the following order:

- a. Services Contract
- b. Request for Proposals
- c. Contractor's Proposal
- d. Certificate of Insurance naming the City of Longmont as additional insured
- e. Workers' Compensation Certificate

7. SERVICE OF NOTICES: All required notices shall be deemed to have been validly given if delivered in person or by first class mail to the City at the following addresses:

CITY OF LONGMONT
Purchasing & Contracts Division
1100 South Sherman Street
Longmont, CO 80501

8. COMPLIANCE WITH THE LAW: This Contract shall be governed and construed in accordance with the laws of the State of Colorado. Venue and jurisdiction for any court action filed regarding this agreement shall be in either Boulder County Colorado or the United States District Court for Colorado. The Contractor will perform all obligations under this Contract in strict compliance with all federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations, especially sections of the Occupational Safety and Health Administration (OSHA) regulations, latest revised addition, which provide for job safety and health protection for workers, applicable to the performance of the Contractor under this Contract. The City assumes no duty to insure that the Contractor follows the safety regulations issued by OSHA.

9. INSURANCE: The Contractor shall not begin any work until the Contractor proves to the City's Purchasing and Contracts Division that it has obtained, at Contractor's own expense, all required insurance as specified below. Liability insurance must be of the occurrence form. Deviations from the requirements listed below must be submitted to and approved by the City's Risk Manager.

9.1 COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY insurance must cover bodily injury, property damage and personal injury with limits of no less than those of the Colorado Governmental Immunity limits (C.R.S. 24-10-110) currently at \$150,000 per person, \$600,000 per occurrence, or a combined single limit of \$600,000. Contractor shall cause the City to be named as an Additional Insured.

9.2 [if Professional Liability is not necessary, delete section and renumber the remaining sections under insurance]PROFESSIONAL LIABILITY coverage at not less than the dollar value of this contract.

9.3 WORKERS' COMPENSATION coverage must be provided, as statutorily required for persons performing work under this Contract. Contractor must provide City with proof of Employer's Liability coverage with limits of at least \$500,000. Contractor shall require any subcontractor hired by the Contractor to carry Workers' Compensation and Employer's Liability coverage.

9.4 CERTIFICATE OF INSURANCE: As evidence of the insurance coverages required by this Contract, prior to the effective date of this Contract, the Contractor and their subcontractors, shall furnish a certificate of insurance to:

CITY OF LONGMONT
Purchasing and Contracts Division
1100 South Sherman Street
Longmont, CO 80501

9.5 The Certificate shall include the City of Longmont, its officers, agents and employees as Additional Insureds on all General Liability policies, and must require 30 days notice to the Additional Insureds before non-renewal or cancellation. Insurance coverages shall be obtained from insurance companies authorized to do business in the State of Colorado. If the Contractor or their subcontractors are qualified self-insureds under the laws of the State of Colorado appropriate declarations of self-insurance may be substituted.

9.6 CONTINUATION OF COVERAGE: The Contractor shall not cancel, materially change or fail to renew insurance coverages. The Contractor shall notify the Purchasing and Contracts Division of any material reduction or exhaustion of aggregate limits. Any insurance bearing on adequacy of performance (warranty or guarantee) shall continue after completion of the contract for the full guaranteed period. If any policy lapses or is canceled before final payment by the City to the Contractor and if the Contractor fails immediately to procure other insurance as specified, the City may find the Contractor in breach of contract.

9.7 RESPONSIBILITY FOR PAYMENT OF DAMAGES: Nothing contained in these insurance requirements shall limit the Contractor's responsibility for damages resulting from Contractor's operations under this contract.

10. INDEMNITY: The Contractor hereby releases and agrees to indemnify, defend and save harmless the City and its agents from and against all claims, actions, causes of action, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by and on behalf of any person or corporation whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, including the parties to this Contract and their employees, and arising out of or connected with, in any manner, directly or indirectly, the Contractor's operations.

11. STATUS OF CONTRACTOR: The Contractor shall perform all work under this Contract as an independent contractor and not as an agent or employee of the City. The Contractor will not be supervised by any employee or official of the City nor will the Contractor exercise supervision over any employee or official of the City. The Contractor shall not represent that Contractor is an employee or agent of the City in any capacity. The Contractor shall supply all personnel, buildings, equipment and materials at Contractor's sole expense. **The Contractor is not entitled to City Workers' Compensation benefits and is obligated to pay federal and state income tax on money earned pursuant to this Contract.** This Contract is not exclusive; the Contractor may contract with other parties.

12. PROVISIONS CONSTRUED AS TO FAIR MEANING: The provisions of this Contract shall be construed as to their fair meaning, not for or against any party based upon any attributes to such party of the source of the language in question.

13. HEADINGS FOR CONVENIENCE: All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of this Contract.

14. NO IMPLIED REPRESENTATIONS: No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Contract.

15. NO THIRD PARTY BENEFICIARIES: None of the terms or conditions in this Contract shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the City or the Contractor receiving services or benefits under this Contract shall be only an incidental beneficiary.

16. WAIVER: No waiver of any breach or default under this Contract shall be a waiver of any other or subsequent breach or default.

17. TERMINATION: Either party may terminate this Contract by giving the other party thirty days written notice of such termination. The Contractor will then be paid for satisfactory work up to the date of termination. The City may terminate this Contract without cause; Contractor may terminate this Contract only for cause.

18. TRANSFERENCE AND AMENDMENTS: The Contractor may not transfer this Contract to a third party nor in any way amend this Contract without prior written consent of the City.

19. GRATUITIES:

19.1 It is unlawful and unethical for any person to offer, give or agree to give any City employee, City official or former City employee, or for any City employee, City official or former City employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

19.2 It is unlawful and unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor of any person associated therewith, as an inducement for the award of a subcontract or order.

20. RESERVATION OF RIGHT TO BAR PERSONS FROM THE WORK AND SITE: The City reserves the right to bar any person, including employees of the Contractor and Subcontractors, from the City's Work site. This shall not be treated as a request for the employee's termination but a request that the employee not be assigned to work on the City Work site. No increase in contract time or price is authorized.

21. UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS: Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not knowingly contract with a

subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Contract or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract.

22. VERIFICATION REGARDING ILLEGAL ALIENS: Contractor has verified or attempted to verify through participation in the basic pilot program administered by the United States Department of Homeland Security that Contractor does not employ any illegal aliens or Contractor verifies that Contractor has not been accepted into the basic pilot program prior to entering into this Contract. Contractor further verifies that if Contractor has not been accepted in to the basic pilot program administered by the United States Department of Homeland Security , Contractor will apply to participate in the basic pilot program administered by the United States Department of Homeland Security every three months until Contractor is accepted or this Contract is completed, whichever is earlier.

23. LIMITATION REGARDING BASIC PILOT PROGRAM: Contractor shall not use basic pilot program procedures to undertake preemployment screening of job applicants while performing this Contract.

24. DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS: If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien:

(a) notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) terminate the subcontract with the subcontractor if, within three days of receiving notice that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien.

25. DUTY TO COMPLY WITH STATE INVESTIGATION: Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).

26. DAMAGES FOR BREACH OF CONTRACT: In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

EXECUTED in two original copies, this _____ day of _____, [enter current year, then press f11 to proceed].

CONTRACTOR

By: _____

Title: _____

State of _____) ss:

County of _____

The foregoing instrument was acknowledged before me by _____,
(Name of party signing)

as _____ of _____
(Title of party signing) (Name of corporation)

a _____ corporation, on behalf of the corporation, this
(State of incorporation)

_____ day of _____, [enter current year, then press f11 to proceed].

Witness my hand and official Seal.

My Commission expires _____.

Notary Public

CITY OF LONGMONT

Procurement Specialist

APPROVED AS TO
INSURANCE PROVISIONS:

APPROVED AS TO FORM:

Risk Manager

Assistant City Attorney

State of _____)

) ss:

County of _____)

The foregoing instrument was acknowledged before me by type the name of the Procurement Specialist or person signing the contract for the City, as type the title of the person signing for the City of the City of Longmont, a Colorado municipal corporation, on behalf of the corporation, this _____ day of _____, 2007.

Witness my hand and official Seal.

My Commission expires _____.

Notary Public