



**REQUEST FOR PROPOSALS
RFP-15-27**

**PROPOSAL DUE DATE:
THURSDAY, October 29, 2015 BY 4 PM OUR CLOCK**

PD INTERVIEW ROOM AV SYSTEM

**MANDATORY SITE-VISIT / PRE-PROPOSAL CONFERENCE:
October 14, 2015 AT 11 AM**

SEALED PROPOSALS MUST BY MAILED OR DELIVERED TO:

City of Wheat Ridge Municipal Building
Attn: Jennifer Nellis, CPPB
BID – Purchasing & Contracting Division
7500 W. 29th Avenue
Wheat Ridge, CO 80033
Phone: 303-235-2811 Fax: 303-234-5924

**DOCUMENTS PREPARED BY:
POLICE DEPARTMENT
PURCHASING & CONTRACTING DIVISION**

IMPORTANT: PLEASE READ ENTIRE DOCUMENT
Per the attached specifications, terms, and conditions.

PLEASE DO NOT REMOVE ANY PAGES FROM THIS BID DOCUMENT

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REQUEST FOR PROPOSALS
RFP-15-27
PD INTERVIEW ROOM AV SYSTEM

Project Overview/Scope: The City is requesting proposals from qualified firms to provide new audio and visual equipment for four interview rooms in the Wheat Ridge Police Station, installing all equipment, providing the best product, providing ease of use, maintenance warranties and training City staff on the new equipment. The City has allocated up to \$34,000 for this turn-key project.

Please visit the City website for any additional attachments: www.ci.wheatridge.co.us

Mandatory Site-Visit / Pre-Proposal Conference: Scheduled for October 14, 2015 at 11 a.m. at the Wheat Ridge Municipal Building, 7500 W. 29th Ave., Wheat Ridge, CO 80033, in the PD Training Room.

Deadline for Questions: October 21, 2015

Point of Contact: Jennifer Nellis, Purchasing Agent, jnellis@ci.wheatridge.co.us (email preferred method of communication), fax 303-234-5924, or phone 303-235-2811. Do not contact the requesting department or any member of the selection committee.

Minimum Requirements: Awarded firm must have a valid City of Wheat Ridge Business/Use Tax license prior to starting the project. This service requires compliance with both the "Illegal Alien" provisions of CRS8-17.5-101 and "Non-Discrimination Assurance" of Title VI Regulations at 49 CFR Part 21 (forms included in bid documents). Minimum requirements for this project include management and execution of projects of similar scope and complexity. Interested firms shall have been in business in the Denver area for two years. Those firms shall have adequate staff and expertise to begin work within six (6) weeks of the award date.

Proposals Due: THURSDAY, OCTOBER 29, 2015 BY 4:00 PM OUR CLOCK. THERE IS NO PUBLIC OPENING. Late receipt of bids will not be considered regardless of postmark. It is the responsibility of the offeror to ensure the proposal is received in the Purchasing Office on or before the due date and time.

Submit to: City of Wheat Ridge Municipal Building
Attn: Jennifer Nellis, CPPB
BID – Purchasing & Contracting Division
7500 W. 29th Avenue
Wheat Ridge, CO 80033

The City only accepts proposals in hardcopy format. Fax, email, or other electronic means are not acceptable. Sealed proposals must include: one (1) marked "Original" and three (3) copies of the proposal, for a total of four (4) complete sets.

Mark envelopes: RFP-15-27 PD INTERVIEW ROOM AV SYSTEM

Comments: All proposals must be sealed, and will be validated upon receipt. No proposals will be accepted after the due date and time. Proposals received after the specified opening time will be filed unopened. The City of Wheat Ridge reserves the right to reject any and all qualifications or any part, and to waive any formalities or informalities to make an award in the best interest of the City.

RFP Documents: Official documents are available on the Rocky Mountain ePurchasing Society (RMEPS) website, a division of BIDNET – www.govbids.com, and on the City website, www.ci.wheatridge.co.us. Project updates and awards will be posted on the City website.

Publish Dates:

Jennifer Nellis, Purchasing Agent, CPPB

Daily Journal
RMEPS & City website

October 6 & 12, 2015
October 5, 2015

RFP-15-27
PROPOSAL REQUIREMENTS / SELECTION CRITERIA
PD INTERVIEW ROOM AV SYSTEM

Point of Contact: Jennifer Nellis, Purchasing Agent, jnellis@ci.wheatridge.co.us, fax 303-234-5924, or phone 303-235-2811. Do not contact the requesting department or any member of the selection committee.

I. INTRODUCTION

A. General

The City of Wheat Ridge (the "City") Municipal Building is located in the northwest Denver metropolitan area, with municipal offices at 7500 W 29th Avenue, Wheat Ridge, CO 80033. The City's area consists of about nine square miles of rolling land adjacent to Interstate 70 transportation corridor between Denver and the Rocky Mountains. The topography is somewhat unique, with a natural ridge traversing the City. The City is a suburban community of approximately 33,000 residents. The City is a home-rule municipality with eight council members, and a city manager and mayor form of government.

B. Background

The Police Department has a need for a quality audio and visual system for four interview rooms. The Police Department is currently using an interview recording system purchased in 2005 for two of the interview rooms.

C. Objectives

The goal is to contract with a qualified firm to provide an exceptional turn-key audio and visual system as well as maintenance warranties and training for City staff that meets the needs of the City. Ease of use, low maintenance and best value are factors.

Provide one solution and one price. Important features include:

- One-switch start and stop functionality for each room
- The ability to record any/all rooms simultaneously
- A centrally housed system that can make multiple DVD copies (at least 3, ideally 5 at once)
- Selective on/off remote viewing capability
- Ability to stop or pause recordings during attorney visits or juvenile interrogations
- Ability to respond to requests for on-site support 24/7
- Affordable annual maintenance agreement

II. STATEMENT OF WORK

The Police Department has four interview rooms requiring new audio visual recording equipment and functionality. Room 1 and 2 are upstairs, 3 & 4 downstairs. All are readily accessible through the ceiling to run cabling. Room dimensions are as follows:

Room 1	12.5 feet x 8.5 feet
Room 2	9 feet x 9 feet
Room 3	9.5 feet x 7 feet
Room 4	9.5 feet x 5.5 feet

The actual services to be performed will be determined by the City, to include—but not limited to—the following areas:

- Provide audio and visual equipment
- Install all equipment
- Provide the best product and maintenance warranties
- Training of City staff on the new system
- Proposal costs must be reasonable and within budget

2015 Digital Video/Audio Recording System Specifications for the Wheat Ridge Police Department

Digital Recorder and Indexing System

- The DIGITAL RECORDER AND INDEXING SYSTEM must have the ability to be used as a single recorder or networked/stacked together to form a DIGITAL RECORDER AND INDEXING SYSTEM capable of recording an unlimited amount of simultaneous audio/video channels only constrained by network bandwidth.
- The search and replay application must be capable of searching central storage “evidence vault” or individual networked recorders.
- Each recording system shall support a minimum of 4 (four) real - time archive DVDRW and / or CDRW drives IN ADDITION TO real - time hard disk recording (for instant recall). The system shall have a MINIMUM of 4 (four) simultaneous recording locations.
- Each recording module must support unlimited recording time (only based on HDD storage) for on – line / real - time recording so recording time on system does not interrupt customer recording application.
- The recorder must be able to support peripheral encoder devices that are DirectX 9 (and above) compatible.
- To ensure accountability for future support availability, the encoding card(s) for the DIGITAL RECORDER AND INDEXING SYSTEM shall be designed for Microsoft encoding compatibility.
- To ease troubleshooting and minimize support and space requirements, the audio / video recording architecture shall be non-distributed, combining audio and video encoding cards, internal hard drive or directly connected via internal or external RAID sub system, Microsoft operating system and storage within or connect via SATA or USB to the recorder chassis.
- The recorder shall use Windows 8 / 10.
- The DIGITAL RECORDER AND INDEXING SYSTEM must provide a remote playback search and replay application that can be loaded and configured from any TCP / IP network PC client workstation.
- In addition to the search and replay based application the system must also provide a multi-port, system wide search and replay function which can be loaded on a client workstation (via a secure client based search and replay application) or comparable web interface functions.
- The DIGITAL RECORDER AND INDEXING SYSTEM must be capable of encoding externally provided video or audio files within the software and hardware infrastructure.
- The DIGITAL RECORDER AND INDEXING SYSTEM must have the ability to record natively in the MPEG - 2 and WMV compression for video. Post processing or batch converting the files from another format is not acceptable.

Recording Inputs

- Each encoder shall contain approved interfaces for TCP / IP connection to customer local area networks.
- It shall be possible to add recording channels to the recorder without upgrading other elements of the DIGITAL RECORDER AND INDEXING SYSTEM (memory, processors, etc.) up to the maximum limit of the chassis.

- The user must be able to configure (in REAL - TIME) each audio and video encoding port with a user-defined name as well as its channel number, video data, and audio data rates.
- Encoder software updates must be downloadable via the web, email, and installable via the fat client based administrative application or web client.
- To prevent unauthorized access to the encoder OS, security must be administered via a challenge / response methodology.
- Analog / Digital Inputs
- To ensure compatibility and to enable authorized playback of recordings, audio and video files must be recorded and archived in a Microsoft format that is readable by standard Windows Media Player 10 and above.
- The DIGITAL RECORDER AND INDEXING SYSTEM must have the ability to internally create an industry - standard MPEG - 2 file playable on any consumer DVD player. The creation of MPEG - 2 files or discs on external devices such as DVD Recorders will not be acceptable. Original copies of the MPEG - 2 files must be available for future archiving.
- The encoder must be able to simultaneously accommodate a COMBINATION of Analog and Digital encoding peripherals such as USB 2.0 or USB 3.0.
 - The encoder must maintain a bi-directional communication via software through “dry contact” switch that can be connected via RJ - 45, Parallel, AND PCI Card interfaces. The system must be able to turn on and off status lights to reflect the recording state at any given second.

Voice Processing

- Analog audio input signals shall be converted to digital data, compressed, and stored as frame based digital packets on disk. Speech shall be digitized to a minimum of 64kbit / sec and then compressed per user-definable and selectable configurations.
- The type of compression used shall be selectable from:
 - Constant Bit Rate Encoding
 - Compressed low, medium, or high level Encoding
- It shall be possible for the System Administrator to select which compression algorithm is to be used per recording module.

Operation

- DIGITAL RECORDER
 - At a minimum, the recorder must utilize an Intel 3.0 Ghz (or compatible) processor. Solutions that provide recording modules, appliances, or recording servers with less than 3.0 Ghz will not be accepted.
 - Each recorder must have a static IP address to uniquely identify each recorder if on a LAN/WAN.
 - Each recorder should have an audio / video preview window with audio level meters to ensure the subject / data to be recorded is currently performing at acceptable levels.
 - The main encoder application must have a ONE TOUCH RECORDING operation. In order to begin an audio/video recording, the user must only have to touch 1 (one) button to begin recording once the application has been loaded. *Please provide a screen shot or online / live demo showing us your recording process.
 - To provide our organization the most flexible, open, and pervasive recording and playback environment that is most compliant with our infrastructure, the recorder must be 100% compatible with the Microsoft Media Encoder platform. No other proprietary or third party encoder will be accepted. Also, “ON THE FLY” CONVERSION FORMATS FROM ONE FORMAT TO ANOTHER WILL NOT BE ACCEPTABLE SOLUTIONS FOR THE RECORDING PLATFORM.

- The encoder must record the audio and video files in a NATIVE Microsoft Windows Media 9 / 10 (or higher) format. No other proprietary or third party formats or CODECS will be accepted.
 - The recorder must automatically annotate the DATE, TIME, USER, and LOCATION of the recording with the ONE TOUCH record button.
 - The recorder must have the ability to attach recorder SESSION DATA to each recording that has an unlimited amount of user definable fields and values. The SESSION DATA also needs to be fully indexed and searchable by the client search application via a SQL database engine.
 - The recorder must encode the video and audio streams in real - time in one single non-proprietary file format that can be played on any windows - based PC. The merging of separate audio and separate video files to a single file via an additional process will not be permitted due to file integrity and security requirements.
- The DIGIAL RECORDING SYSTEM must have the ability to interface via a **“Diagnostics and Alarms”**
 - The DIGITAL RECORDER AND INDEXING SYSTEM must support 3 (three) different means of reporting alarms from each recorder.
 - LED on front panel
 - Audible alarm
 - Monitoring application loaded on individual clients
 - The DIGITAL RECORDER AND INDEXING SYSTEM must record all events for fault, configuration, alert, and user transactions in separate log files. The administrator must be able to adjust the detail of log files as needed.
 - The recorder shall keep a full audit trail of all user access and DIGITAL RECORDER AND INDEXING SYSTEM maintenance functions with details of who accessed the DIGITAL RECORDER AND INDEXING SYSTEM and when, with details of what was accessed.
 - The solution must support a method of backing up the configuration of the DIGITAL RECORDER AND INDEXING SYSTEM. This configuration backup can be used to restore the recorder setup in the event of a catastrophic hard drive failure.

Recording

- Each individual recording module shall be capable of being configured with internally mounted hard drive or directly attached RAID 5 subsystem. Each recording module must be capable of storage capacities that range from 250GB to 3TB per recorder.
- Recordings must be stored on the internal HDD or directly attached RAID 5 subsystem of each individual recorder. The internal database must be fully SQL compliant.
- Recordings stored on the hard disk shall have the ability to be automatically copied to multiple (3 (three) or more) additional (local or remote) locations simultaneously with no user intervention.
- The system must have the ability to LIVE WEBCAST the audio and video on the TCP / IP LAN / WAN with customizable broadcast ports.
- The system must have the ability to LIVE webcast to a Microsoft Media Server running Windows 2000 minimum or Windows 2003 Professional server running on Windows.
- In the event that the primary external DVD or CD is approaching 100% full of data and there is no archive available, the recorder shall initiate an alarm warning that data will be lost if a new archive DVD or CD is not inserted.
- The system must have the ability for the user to interactively select an alternate encoding option that will increase the video quality.
- It must not be possible to manually delete specific individual recordings from the hard drive of the recorder without proper authorization.

- The system must have the option to enable or disable audible voice commands for the vision impaired verbally guiding the user through the normal operation of the system.
- The recorder must have the ability to automatically transfer files via secure protocol or compatible secure transport. If the transfer gets interrupted, the recorder must have the ability to automatically LOG AND RESUME the transfer to ensure 100% of the data has been moved to the remote location.
- The recorder must have the ability to automatically send email with attached audio file to specified users when a recording has been successfully completed.
- The DIGITAL RECORDER AND INDEXING SYSTEM must have the ability to natively and automatically send audio only versions of each recording via a SMTP email server to a list of authorized users after each interview is completed.
- The DIGITAL RECORDER AND INDEXING SYSTEM must have the feature to select the age when stored recordings are deleted. The age must be a value between 1 (one) and 65,535 (sixty - five thousand, five hundred and thirty - five) days.
- The recorder must have the ability to take advantage of wide screed 16:9 HD displays.
- The recorder must automatically insert multiple DVD (MPEG – 2) “chapter points” on all consumer DVDs created by the system for rapid review and playback for user.
- The recorder must have the ability to AUTOMATICALLY output MPEG – 2 file recordings across multiple DVD’s to effectively “span” a single 12 hour MPEG – 2 recording across 6 (six) discs with no additional user intervention.
- The recorder must have automatically created, evenly spaced index chapter marks spread across an MPEG – 2 file to aid in user playback on a consumer DVD deck.

Archive

- The recorder module shall be able to support single or dual recording drives (Blu-Ray/DVD and / or CD). In dual drive mode it shall be possible to operate the decks in sequential or parallel mode.
- In sequential mode, one recording drive must record while the other is in standby. The second recording drive starts recording only if the first recording drive’s removable archive media becomes full on the first recording drive.
- In parallel mode, both drives must archive simultaneously to create duplicate archive media.
- In parallel mode, the system must be able to support up to 3 (three) simultaneous recording devices in any combination (DVD / CD).
- The DIGITAL RECORDER AND INDEXING SYSTEM should support direct replay from archive media to client replay application. The DIGITAL RECORDER AND INDEXING SYSTEM must not copy files from archive media to client hard drive before replay. For replay efficiency and security systems that require archived recordings to be uploaded to the client hard drive from the archive media will not be considered.
- The recorder shall support internally or externally mounted DVD – RW or CD – RW drives.
- Each DVD / Blu – Ray disc shall be capable of recording 3 (three) hours of video while maintaining a replay quality at least equivalent to that available with MPEG – 2 compression at 4Mbitt / sec. Only natively created MPEG – 2 files that burn to consumer playable discs will be acceptable.
- The operator will not have to format the DVD, CD, or Blu – Ray media before use.
- When removing a newly recorded archive, it shall be possible to print a label on a dedicated label printer. The DIGITAL RECORDER AND INDEXING SYSTEM shall have the ability to provide a unique archive label for the media.
- The recorder shall be capable of storing up to 5TB of voice and video data in a directly attached RAID 5 disk array or NAS storage. No additional recorder or system components are required.
- The DIGITAL RECORDER AND INDEXING SYSTEM shall be capable of automatically archiving to offsite NAS, SAN, or customer supplied mass storage without the need for hardware upgrades to the recorder.

- The DIGITAL RECORDER AND INDEXING SYSTEM shall support user configurable, bandwidth throttling schemes (when NAS, SAN, or RAID is being used in place of or in addition to the removable archive media). This will limit the potential for network saturation when transferring media.
- The DIGITAL RECORDER AND INDEXING SYSTEM shall have successful reference customers that have been running DIGITAL RECORDER AND INDEXING SYSTEM in virtualized VMWare environment for a minimum of 10 (ten) months seamlessly. It is important that bidder system have proven track record for this deployment and configuration because of the importance of integration within our IT infrastructure.
- DRY CONTACT interface that will allow the recorder to be stopped or started with a mechanical switch or low voltage relay. The DRY CONTACT interface must work via SERIAL or RJ - 45 interfaces and to provide no longer than a 12 millisecond delay from the switch to start / stop of recording.

Search and Replay

- The recorder must provide a client - based administration application that also incorporates search and replay and live monitor functions.
- Audio and video must be transferred over the LAN in streaming format.
- Streaming audio and video replay must be possible for unlimited concurrent LAN users to access the DIGITAL RECORDER AND INDEXING SYSTEM. The connections should only be limited by network and / or server bandwidth.
- The user shall be able to define the available search parameters.
- It must be possible to record on all channels during replay. The replay operation must not affect the record performance in any way.
- It must be possible to search for data within the DIGITAL RECORDER AND INDEXING SYSTEM using indexed keywords as the search criteria.
- The DIGITAL RECORDER AND INDEXING SYSTEM must provide a Windows Based Client replay application that supports online help.
- The search and replay client application must have integrated AUDIO, VIDEO, and INDEX NOTES on the same screen.
- The replay client must have a full screen mode to expand the video to the entire client PC screen.
- Search and replay client application must be compatible with Windows 7 / 8 / 10.
- The DIGITAL RECORDER AND INDEXING SYSTEM must provide the ability to display and save all (no limit) recordings associated with a particular recording to a single directory structure. The client application must be able to search for and re-display the saved recordings plus associated metadata in a directory structure and provide the ability to continue searching for recordings within the saved directory without the interruption to the encoder(s).
- Users must be able to search on the following criteria, individually, in any combination (Boolean) and supporting wild cards:
 - Time and Date
 - Location (Encoder)
 - Index Note (Annotation)
 - Room
 - Camera
- The DIGITAL RECORDER AND INDEXING SYSTEM must be able to EXPORT the audio and video retrieved from the encoder to the client device to a local DVD, CD, Blu – Ray burner or USB removable device.
- It must be possible to vary the speed of playback while maintaining the pitch.

Database

- The DIGITAL RECORDER AND INDEXING SYSTEM must keep track of audio and video data in a fully qualified **Transact SQL compliant database**.
- Any audio and video recording must be exportable out of the database to DVD or CD media complete with audio, video, notes and META data.
- The export system must have the ability to create DVDs, CDs, and Blu - Ray discs playable in ANY STANDARD MICROSOFT WINDOWS PC.
- The export system components and methodology must have the ability to create DVDs and Blu - Ray discs that will play in any STANDARD TV VIDEO DVD PLAYER.
- The DIGITAL RECORDER AND INDEXING SYSTEM must have the ability to segment UP TO 5 (five) individual departments within the database. Each department must have its own usernames, passwords, and account access policy restrictions.
- The user must be able to individually name and configure each of the 5 (five) departments within the integrated software application.

Security

- The DIGITAL RECORDER AND INDEXING SYSTEM must support a security setup to include unique security accounts allowing operators to access with specified functionality. Active directory integration is preferred.
- The DIGITAL RECORDER AND INDEXING SYSTEM must support a configurable feature which prevents unauthorized users from replaying media.
- The DIGITAL RECORDER AND INDEXING SYSTEM must support a minimum of 255 (two hundred and fifty - five) user accounts.
- The DIGITAL RECORDER AND INDEXING SYSTEM must not require a separate, dedicated PC workstation to administer or maintain the replay recordings.
- Audio and video stored on the DIGITAL RECORDER AND INDEXING SYSTEM must be stored in an OPEN and SECURE format. Formats that can NOT be play NATIVELY from the encoder's database (no conversion process acceptable) by are NOT acceptable.
- The DIGITAL RECORDER AND INDEXING SYSTEM shall have a built in Chain of Evidence Audit Trail reporting that includes real-time tracking of activity in the system including the minimum fields:
 - Case Number
 - Detective #1
 - Detective #2
 - Offense Type
 - Suspect Name
 - Suspect DOB
 - Suspect Gender
 - Suspect Race
 - Victim Name
 - Victim DOB
 - Victim Gender
 - Victim Race
 - Location of Offense
 - Location of Recording
 - Date of Recording was created
 - Date Recording was finished
 - Length of Recording
 - The Recording Total File

- Event Type
 - Access Attempt Recording
 - Recording Redacted
 - Burn Disc
 - Export Media to USB
- All Chain of Evidence recording shall have the ability to print reports, on-demand through the system user interface by any authorized user.
- The DIGITAL RECORDER AND INDEXING SYSTEM shall be 100% compatible on all Microsoft networks with Active Directory from Microsoft Corporation for a single, secure sign on authentication for user names and passwords.
- The DIGITAL RECORDER AND INDEXING SYSTEM shall have a single sign on across all networks for all user accounts using Microsoft Active Directory infrastructure. The Active Directory integration must be built into the digital recording system. The Active Directory compatibly cannot use third party software, programs, or solutions because of secure resources within the system.
- The DIGITAL RECORDER AND INDEXING SYSTEM must have security controls that prevent users from accessing directories that contain other department recordings.

Awarded Contractor Requirements:

Signed agreement and insurance in compliance with bid requirements.

Permits:

City license to perform work in the City of Wheat Ridge

Building Department permit (no cost)

Security access, if applicable:

Security clearance for all installers may be required.

Contractor is responsible for securing any materials left on-site.

Normal working hours are Monday – Friday, 7:30 a.m. – 4:30 p.m. Work may be allowed on holidays, weekends, nights, and furloughs with approval.

III. PROPOSAL SUBMISSION AND EVALUATION CRITERIA

A. Proposal Submission

Submit one (1) proposal marked “original” and four (4) additional printed copies, for a total of five complete sets:

RFP-15-27, PD INTERVIEW ROOM AV SYSTEM

Address: City of Wheat Ridge Municipal Building

ATTN BID: Jennifer Nellis, CPPB

7500 W. 29th Avenue, Purchasing and Contracting Division

Wheat Ridge, CO 80033

PROPOSAL DUE DATE: THURSDAY, OCTOBER 29, 2015 BY 4:00 PM OUR CLOCK. NO EXCEPTIONS.

B. Evaluation Criteria

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline described below and—at a minimum—contain the requested information.

Firms will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in this RFP. Submittals should be formatted to correspond exactly to the bullets. Indexes for each of the categories are preferred, in the same

order. Additional relevant information is encouraged, though proposals should not exceed 75 letter-sized pages in length.

Omissions or incomplete responses in terms of content or aberrations in form may, at the City's discretion, render the proposal non-responsive. If you would like to incorporate the City marketing logo or City seal in your submittal, please contact: Jayme McRimmon, Administrative Support Technician, via email: jmcrimmo@ci.wheatridge.co.us

Submit the following information in your proposal, in this order:

Signature Page and Forms

- a. Proposer Information and Addendum Acknowledgement
- b. Illegal Alien Form
- c. Non-Discrimination Assurance Form
- d. Non-Collusion Affidavit
- e. Vendor Qualifications

Qualifications of the Firm (20%)

- Provide an overview of your company's history. Include information on management, firm size, number of employees, years in business, location of working office, and assurance of financial stability.
- Provide a minimum of three references: include the name, current phone number and email address of the owner's project manager for each project listed. Provide total dollar amount and a brief summary of the work performed, listing any sub-consultants you may have partnered with.
- Include any supplemental references or qualifications that may attest to your firm's current ability to provide the required services.

Approach, Timelines, and Current Workload (20%)

- Provide information on current workload and how this project will be accomplished.
- Detail your approach in managing work to meet project deadlines.
- Identify any foreseeable problems in delivery or installation.
- Demonstrate your understanding of the technical requirements.
- Provide a proposed schedule for installation and training, assuming a start date in January, 2016.

Products, Warranty and Maintenance (40%)

- Propose a detailed list of equipment and components for a turn-key project. Include quantity, manufacturer, descriptions, part numbers, etc.
- Explain why this is the best solution for our needs, ease of use and low maintenance.
- Detail all parts, labor, shipping, warranties and time needed for delivery and for installation.
- Explain in detail all extended warranties.
- Describe in detail recommended maintenance schedules and any software updates.

Price Schedule (20%)

- List detailed - itemized pricing for all of the requested services and equipment to complete a turn-key installation.
- Specify an annual maintenance cost for 3-year and 5-year options.
- Rates are negotiable.

The City reserves the right to base its evaluation on a “Should Cost” analysis to reflect the real costs to the City arising out of, or incidental to the award. The City shall look to substance more than format and shall perform its cost and price evaluation on the basis of probable real costs.

IV. SELECTION PROCESS

The selection committee may either recommend an award based on the proposals alone, or elect to short-list firms and conduct interviews. Site-visits to evaluate similarly installed systems may be requested.

The short-list process includes written notification to the short-listed firms, interviews with firm members, reference checks on the top-ranked firm, and the negotiation of fees.

- 1) **Short List**: Submittals will be evaluated in accordance with the evaluation criteria above. The panel will review and score all proposals received. Firms with the highest scores may be invited to participate in oral interviews with the evaluation committee.

- 2) **Oral Interviews**: It is anticipated that oral interviews will be conducted in accordance to the schedule below. Short-listed firms will be notified in writing and invited to interview. Key personnel from the firm and major consultants who will be directly involved with the project should attend the interview. The selection committee will, in particular, be interested in knowing more about the firm’s previous experiences, the perceived ability to meet specified deadlines, and the overall project approach, and will appreciate the opportunity to converse with individuals who will act as the primary contacts for the project.

- 3) **Fee Proposals and Final Selection**: The City will attempt to negotiate a contract with the highest ranked firm, following the interview process.

V. ANTICIPATED SCHEDULE OF EVENTS

All times are local, and by our clock. Proposals will be validated (stamped) with time and date upon receipt.

Event	Anticipated Date
RFP Issued	October 5, 2015
Mandatory Site Visit - Pre-Proposal Conference	October 14, 2015 at 11 AM Wheat Ridge Municipal Building, PD Training Room
Inquiry Deadline	October 21, 2015
Final Addendum Issued	October 23, 2015
Proposal Due Date and Time	OCTOBER 29, 2015
Short List Meeting	November 10, 2015
Interviews	November 18, 2015
CAF – if needed	November 20, 2015
Council Approval – if needed	December 4, 2015
Start Date	January 2016

VI. ADMINISTRATIVE AND OFFEROR INFORMATION

- 1) **PROPOSAL OPENING, EVALUATION, AND AWARD**
 Only the names of each proposer will be read at the opening. Proposals will be examined after opening. Proposals will be evaluated on the basis of the evaluation criteria. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the City and not necessarily on the basis of lowest price. The City reserves the right to make multiple awards if deemed in the best interest of the City. No proposal may be withdrawn for a period of sixty (60) calendar days of the Proposal Opening date.

2) **SALES AND USE TAXES**

Don't include sales or use tax in your proposal, as the City of Wheat Ridge is exempt from City, County, State, and Federal sales and excise taxes. Certificates will be issued upon request.

3) **PROPOSER QUALIFICATIONS**

No proposal shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to the City of Wheat Ridge, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply or service bid upon and that they have the necessary financial resources to provide the proposed supply or service.

4) **RIGHT TO INVESTIGATE**

The City reserves the right to investigate and confirm the proposer's financial responsibility. This may include financial statements, bank references, and interview with past consultants, employees, and creditors. Unfavorable responses to these investigations are grounds for rejection of the proposal.

5) **NO COMMITMENT BY THE CITY OF WHEAT RIDGE**

This Request for Proposals does not commit the City of Wheat Ridge to award any costs or to pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies. In acceptance of proposals, the City of Wheat Ridge reserves the right to negotiate further with one or more of the contractors as to any features of their proposals, and to accept modifications of the work and price when such action will be in the best interest of the City. This includes solicitation of a best and final offer from one or more of the proposers.

6) **PROPOSAL REPRESENTATION**

Each proposer must sign the proposal and shall give his or her full business address on the form provided in this proposal. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind it in the matter and shall have the corporate seal affixed thereto.

7) **ANTI COLLUSION CLAUSE**

No officer or employee of the City of Wheat Ridge, and no other public official or employee who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest—direct or indirect—in any contract or negotiation process thereof. The above compliance request will be part of all City of Wheat Ridge contracts for this service.

8) **INSURANCE**

The successful proposer shall, during the term of this Agreement and until completion thereof, provide and maintain the following types and minimum insurance coverage, as follows:

Type of Insurance	Minimum Limits of Liability
Worker's Compensation, Coverage A	Statutory, including occupational disease coverage for all employees at work site.
Employer Liability, Coverage B	\$500,000 per person \$500,000 per accident \$500,000 each disease

<p>Commercial General Liability (<i>including Premises-Operations, Independent Contractor's Protective, Broad Form Property Damage, and Contractual Liability</i>)</p> <ul style="list-style-type: none"> • Bodily Injury • Property Damage 	<p>\$1 million per occurrence \$2 million aggregate</p> <p>\$1 million per occurrence \$2 million aggregate</p>
<p><i>An endorsement covering any explosion, collapse, and underground exposures, "XCU," in the Commercial General Liability policy is also required.</i></p>	
<p>Comprehensive Automotive Liability (<i>owned, hired, and non-owned vehicles</i>)</p> <ul style="list-style-type: none"> • Bodily Injury • Property Damage 	<p>\$1 million per occurrence \$1 million per occurrence</p>
<p><i>The City of Wheat Ridge shall be named as additional insured on all liability policies. Insurance shall include provisions preventing cancellation without 30 days prior notice by certified mail to the City.</i></p>	

The successful proposer shall affect the insurance policies in a company or companies and in a form satisfactory to the Owner. Before commencing any performance under the Agreement, successful proposer shall deliver to the City certificates of insurance issued by the insurance company and/or its duly authorized agents, pertaining to the aforementioned insurance and certifying that the policies stipulated above are in full force and effect.

Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Agencies may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C.R.S., as amended.

Workers' Compensation Insurance

The contractor shall provide workers' compensation insurance for all persons employed to perform work to be done under the contract, and assure that all workers will receive compensation for compensable injuries.

9) **LAWS AND REGULATIONS**

All applicable State of Colorado and Federal laws, City and County ordinances, licenses and regulations shall apply to the award throughout, and herein incorporated here by reference.

10) **SUBCONTRACTING**

No portion of this proposal may be subcontracted without the prior written approval of the City.

11) **SALES PROHIBITED / CONFLICT OF INTEREST**

No officer, employee, or member of City Council shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies, or services—where such officer or employee exercises (directly or indirectly) any decision-making authority concerning such sale, or has any supervisory authority over the services to be rendered. Soliciting or accepting any gift, gratuity favor, entertainment, kickback, or any items of monetary value from any person who has or is seeking to do business with the City of Wheat Ridge is prohibited.

12) **MODIFICATION OF AGREEMENT**

No modification of award shall be binding upon the City, unless made in writing and signed by authorized agents of both parties.

13) **CANCELLATION**

Either party may cancel the award in the event that a petition—either voluntary or involuntary—is filed to declare the other party bankrupt or insolvent, or in the event that such party makes an assignment for the benefit of creditors.

14) **TERMINATION OF AWARD FOR CAUSE**

If through any cause the successful proposer shall fail to fulfill in a timely and proper manner its obligations, or if the successful proposer shall violate any of the covenants, agreements, or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful proposer of such termination—specifying the effective date of termination. In that event, all finished or unfinished services, reports, or other materials prepared by the successful proposer shall—at the option of the City—become its property, and the successful proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, or prepared documents/materials furnished.

Notwithstanding the above, the successful proposer shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the successful proposer, and the City may withhold any payments to the successful vendor for the purpose of set-off, until such time as the exact amount of damages due the City from the successful proposer is determined.

15) **TERMINATION OF AWARD FOR CONVENIENCE**

The City may terminate the award at any time by giving written notice to the successful vendor of such termination (specifying the effective date thereof) at least thirty (30) working days before the effective date of such termination. In that event all finished or unfinished services, reports, materials(s) prepared or furnished by the successful proposer under the award shall—at the option of the City—become its property. If the award is terminated by the City as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material of compensation previously made. If the award is terminated due to the fault of the successful proposer, termination of award for cause relative to termination shall apply.

16) **EQUAL OPPORTUNITY**

The successful firm will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, or physical handicap.

It shall be a condition that any company, firm, or corporation supplying goods or services must be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be required, upon request, by the City.

17) **DISADVANTAGED BUSINESS ENTERPRISES**

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. As a recipient of Federal funds, subject to United States Department of Transportation Title VI Regulations at 49 CFR Part 21 the Civil Rights Act of 1964, the City of Wheat Ridge and its responsible agents, contractors and consultants assure that no person shall on the grounds of race, color or national origin be excluded from participation in the opportunity to bid, or be discriminated against in consideration of award of this

project. The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, 49 CFR Part 21.

18) **COMMON LANGUAGE**

Unless otherwise specified in this document, all words shall have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender. The words "firm," "bidder," "vendor," "contractor," "consultant," and "proposer" refer to any person, partnership, corporation, or other entity.

19) **PROPRIETARY INFORMATION**

The evaluation committee will hold information provided by proposers during the RFP process in confidence until the date of an award. After that date, proposals will become public record. Proposers may request parts of their proposals to remain confidential and shall indicate as such in the proposal and on the appropriate proprietary or financial pages. All information included in any proposal that is of a proprietary nature must be **clearly** marked. The City shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm. An entire proposal shall not be considered proprietary, and shall be dis-qualified.

20) **COMPETITIVENESS AND INTEGRITY**

The Purchasing Office maintains control of its internal and third-party communications during the procurement process to prevent biased evaluations and compromises of confidential information, and to preserve the competitiveness and integrity of such procurement efforts. Proposers should not disclose their pricing to any employees of the City other than the contract representative. Attempts by proposers to establish informal communication channels regarding this procurement will be viewed negatively, and shall result in rejection of the offending firm's offer.

21) **PROPOSAL FORMAT**

All responses to this Request for Proposal shall use the respondent's format, except for those pages which have blanks to be filled in by the respondent, or those pages marked for return with proposal. A proposal can be rejected by the City if the submitting firm fails to completely fill in all blanks for evaluation of the proposal, or fails to answer all questions. Proposal should be submitted initially on the most favorable terms. All proposals shall be prepared in a comprehensive manner as to content; however, no necessity exists for expensive binders or promotional materials. All costs—including travel and expenses incurred in the preparation of this proposal—shall be borne solely by the proposer.

22) **PROPOSAL REJECTION AND / OR PARTIAL ACCEPTANCE**

The City reserves the right to the following:

- Reject any and all proposals.
- Accept other than the lowest price.
- Waive minor defects or technicalities, formalities, and informalities.
- Accept in whole or in part such proposal where it is deemed advisable.
- Make an award on the basis of the apparent greatest benefit to the City of Wheat Ridge.
- Alter the scope of work reasonably and RFP documents until a contract is executed.

23) **GOVERNING LAW**

The laws of the State of Colorado shall govern any contract executed between the successful contractor and the City. Further, the place of performance and transaction of business shall be deemed to be in the

County of Jefferson, State of Colorado. In the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado—more specifically, Jefferson County, Colorado.

24) **TAXES AND LICENSES BY THE AWARDED CONTRACTOR**

The contractor shall promptly pay—when they are due—all taxes, excises, license fees, and permit fees of whatever nature applicable to work which it performs under this agreement, and shall take out and keep current all required municipal, County, State or Federal licenses required to perform this work. Additionally, the contractor shall furnish the City—upon request—duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and taxes. Contractor shall promptly pay—when due—all bills, debts, and obligations it incurs performing work under this agreement, and to allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by the City.

25) **PROMPT PAYMENT DISCOUNTS**

In determining the most responsive price proposal(s) the City will consider all acceptable proposals on a basis of the net price to be paid after deduction of the discount specified in the respective proposals. Prompt payment discounts allowing less than 10 days for the discount to apply shall not be considered as a cost factor in the evaluation of proposals. In connection with any prompt payment discount offered, time will be computed from date of receipt of a correct invoice to include the receipt and acceptance of performance.

26) **OWNERSHIP OF CONTRACT PRODUCTS**

All products produced from the awarded contract shall be the sole property of the City.

27) **FUNDING**

There is in effect within the City of Wheat Ridge, Colorado, Section 2-4 of the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The contractor is specifically advised of this Section 2-4 of the Code of Laws. This contract is specifically subject to the provisions of said Code Section. Funding of this contract for any time period after January 1st of the year succeeding the date of entry of this contract is expressly contingent upon appropriations being made by the City Council of the City of Wheat Ridge, Colorado. No promise—expressed or implied—is made that such funding will be approved by the City Council, acting in its legislative discretion.

28) **INDEMNIFICATION**

The contractor agrees to indemnify, defend, and to hold the City and its agents, officials, officers and employees harmless for, from, and against any and all claims, suits, expenses, damages, or other liabilities—including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons to the extent caused by the negligent performance or failure of the contractor to provide services pursuant to the terms of this agreement.

29) **INDEPENDENT CONTRACTOR**

The awarded firm is an independent contractor. Notwithstanding any provision appearing in this RFP, all personnel assigned by the firm to perform work under the terms of this RFP and any subsequent agreement shall be—and remain at all times—employees or agents of the firm for all purposes. The firm shall make no representation that it is the employee of the City for any reason.

30) **EMPLOYMENT OF LABOR**

The Contractor and each of the approved sub-contractors shall hire qualified workers for the project who are citizens of the United States or legal resident aliens with first preference being given, insofar as practicable, to those having served in the armed forces of the United States and having been honorably discharged or released from active duty therein.

The Contractor shall employ only competent persons to do the work, and whenever requested in writing by the City Representative, the Contractor shall discharge any person who commits trespass or in, in the opinion of the City Representative, disorderly, dangerous, unfaithful, insubordinate, incompetent or otherwise unsatisfactory.

31) **DUE DILIGENCE**

Due care and diligence has been used in the preparation of this information and it is believed to be substantially correct. The responsibility, however, for determining the full extent to the exposure and the verification of all information shall rest solely with the proposer. The City is not responsible for any errors or omissions in the specification, or for the failure on the part of the proposer in determining the full extent of exposure.

32) **DEBRIEFING**

After the project award has been made, vendors may contact the City Purchasing Agent to request a debriefing on the selection process, as well as a discussion of the strengths and weaknesses of their firm's proposal.

33) **SECURITY ACCESS CARDS**

The City will issue security access cards to assigned workers. It will be at the discretion of the City to determine if the access cards are issued specifically for each worker, or if a guest card will be issued.

34) **SAMPLE AGREEMENT**

A sample agreement is provided in the RFP documents for informational purposes only. Do not complete or enclose with your submitted proposal.

THANK YOU FOR YOUR INTEREST IN DOING BUSINESS WITH THE CITY OF WHEAT RIDGE



RFP-15-27

PD INTERVIEW ROOM AV SYSTEM

PROPOSER INFORMATION AND ADDENDUM ACKNOWLEDGMENT

FEIN / SSN (Required) _____
Federal ID number

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIPCODE _____

PHONE _____ FAX _____

AUTHORIZED SIGNATURE _____
REQUIRED—MUST BE IN INK

PRINTED NAME _____

TITLE _____ EMAIL _____

PROPOSER IS RESPONSIBLE FOR FOLLOWING UP ON ALL ADDENDA

ACKNOWLEDGE ADDENDA: Proposer is responsible for confirming receipt of each addendum; please initial as applicable.

#1 _____ #2 _____ #3 _____ #4 _____

POINT OF CONTACT: Jennifer Nellis, Purchasing Agent, jnellis@ci.wheatridge.co.us, fax 303-234-5924

DO NOT CONTACT THE REQUESTING DEPARTMENT OR MEMBERS OF THE EVALUATION COMMITTEE

Signature acknowledges that proposer:

- 1) Has read the RFP documents thoroughly prior to submitting a proposal,
2) Will fulfill the obligations in accordance to the scope of work or specifications, terms, and conditions,
3) Is capable of performing quality work to achieve the City objectives, and
4) Is submitting without collusion with any other individual or firm.

Bidder must complete and SUBMIT this form with your bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

**CITY OF WHEAT RIDGE, CO
CERTIFICATION STATEMENT FOR
ILLEGAL ALIENS, COMPLIANCE TO HB 1343**

The vendor, whose name and signature appear below, certifies and agrees as follows:

1. The vendor shall comply with the provision of CRS 8-17.5-101 et seq.
2. The vendor shall not knowingly employ or contract with an illegal alien to perform this work, or enter into a contract with a subcontractor who knowingly employs or contracts with an illegal alien.
3. The vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b)(I).
4. The vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate an award for breach of contract, and the vendor shall be liable for actual and consequential damages to the City of Wheat Ridge.

CERTIFIED and AGREED to this _____ day of _____, 20____

RFP NUMBER AND TITLE: _____

FIRM SUBMITTING PROPOSAL: _____
(print full legal name)

Authorized Signature: _____

Printed Name: _____

Attestation: (a corporate attestation is required)

BY: _____
(Corporate secretary, or equivalent)

Place Corporate seal here, if applicable

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

CITY OF WHEAT RIDGE, CO
NON-DISCRIMINATION ASSURANCE FORM
TITLE VI REGULATIONS AT 49 CFR PART 21

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin by any entity receiving Federal financial assistance.

The City of Wheat Ridge is a recipient of Federal financial assistance and as such, it—as well as all of its responsible agents, contractors and consultants—is required by the United States Department of Transportation Title VI Regulations at 49 CFR Part 21 (the Regulations) to assure nondiscrimination. The City of Wheat Ridge assures that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, or national origin under any program or activity conducted by the City.

All bidders are hereby notified that the City of Wheat Ridge will affirmatively ensure that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. This applies to all solicitations for bids for work or material subject to the Regulations, and for all proposals for negotiated agreements.

The bidder, whose name and signature appear below, certifies and agrees as follows:

1. The bidder shall comply with the provisions of Title VI of the Civil Rights Act of 1964.
2. The bidder assures the City of Wheat Ridge that disadvantaged business enterprises are afforded full opportunity to submit bids as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color or national origin in consideration for award.
3. The bidder shall comply with all reasonable requests made in the course of an investigation of Title VI, the Regulations and this assurance by the Colorado Department of Transportation, the US Department of Transportation or the City of Wheat Ridge, as a sub-recipient of Federal financial assistance.
4. The bidder agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, the Regulations and this assurance.

FIRM: _____
(Print full legal name of company)

AUTHORIZED SIGNATURE: _____

Printed Name and Title: _____

Date Certified and Agreed: _____

Attestation: (A corporate attestation is required)

Place corporate seal below:

BY: _____
Corporate Secretary or Equivalent

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

CITY OF WHEAT RIDGE, CO
NON-COLLUSION AFFIDAVIT
RFP-15-27
PD INTERVIEW ROOM AV SYSTEM

COMPANY SUBMITTING BID _____

STATE OF: _____

COUNTY OF: _____

_____ of lawful age, being duly sworn, on oath says that (s)he is the agent authorized by the Bidder to submit the attached bid. Affidavit further states that the Bidder has not been a party of any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or any Federal, State or Municipal official or employees as to quantity, quality, or price in the prospective Contract, or any other items of said prospective Contract; or in any discussions between bidders and any Federal, State or Municipal official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

NAME _____

TITLE _____

Subscribed and sworn to before me this ____ day of _____, 2015

NOTARY PUBLIC SIGNATURE

My Commission Expires:

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

**CITY OF WHEAT RIDGE, CO
VENDOR QUALIFICATION FORM
RFP-15-27
PD INTERVIEW ROOM AV SYSTEM**

The following information is considered the minimum required to evaluate the qualifications of vendors intending to provide services for the City of Wheat Ridge. Any additional information the vendor feels is pertinent, or which clarifies items below, is welcome and may be attached.

The City will contact previous clients and references as a part of the evaluation process; thus, letters of reference may shorten the evaluation period, if they are attached to this form.

1. **Name of firm:** _____

Address: _____

State: _____ Zip: _____ Phone: _____

Principal in Charge: _____

Email: _____

Type of business organization:

Sole Proprietorship _____ Corporation _____

Partnership _____ Limited Partnership _____

State in which incorporated: _____ Joint Venture _____

Name, position, and address of contact person regarding the information on this form:

Number of years your firm has done business under current name: _____

Previous firm names and / or partnerships (or firms you have had any interest in), and number of years of each name:

2. **Attach a list of all major accounts for the past two (2) years. For each account indicate the following:**

- Original contract bid amount
- Owner (address, telephone number, and contact name)
- Account services provided

- Litigation or claims related to each project—state nature of claim(s), the parties, the dollar value, the status and outcome—including the value of any judgment(s) or settlement(s)
- Name, address, and phone number(s) of reference(s)

3. **List major equipment, facilities, number and type of employees available for City contract work. Specify type of work normally done by your forces, and type of work you normally subcontract.**

4. **Have you ever terminated or abandoned any work prior to completion, or had work completed by others?**

No Yes

If yes, describe the situation:

5. **Has your firm—or any firm you have had any interest in—ever been debarred or prohibited from contract work with any government or private institution?**

No Yes

If yes, describe the situation:

City Staff will evaluate all qualification forms. The evaluation will include the following:

- Verification of statements and information provided
- Ability to perform work of similar nature
- Financial stability and capability
- Any pattern of controversy, poor management, delayed claims, late completion, inferior service or equipment, or other undesirable characteristics

This qualification process is not intended to restrict competition. The intent is to protect the City's legitimate interests by ensuring that vendors are competent, capable of quality work, and financially able to complete the work awarded.

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.



RFP-15-27
PD INTERVIEW ROOM AV SYSTEM
SAMPLE AGREEMENT, FOR REVIEW ONLY

THIS AGREEMENT made this _____ day of **MONTH, YEAR**, by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the "City" or "Owner" and _____ (company name), _____ (company address), hereinafter referred to as the "Contractor."

WITNESSETH, that the City of Wheat Ridge and the Contractor agree as follows:

ARTICLE 1 – SERVICES

The Contractor shall serve as the City's contractor and provide as a minimum all of the equipment and services required as per **RFP-15-27, PD INTERVIEW ROOM AV SYSTEM**, as more fully described in the Request for Proposal and Contractor's response to the RFP (Exhibit 1) incorporated herein by reference.

ARTICLE 2 – TERM

The work to be performed under this agreement shall commence promptly after receipt of a fully-executed copy of the agreement, to the extent that the Contractor has been authorized to proceed by the City.

Completion shall be within _____ **CALENDAR DAYS** or by _____.

The City may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor, if needed.

The City hereby agrees to pay the Contractor the amounts required for additional work as deemed necessary, at the unit prices set forth in the Contractor's proposal, with a total contract amount not to exceed **(written dollar amount), (\$ numerical amount)**, in accordance to the provisions and subject to the conditions as set forth in this agreement and the documents referred to above.

It is understood and agreed by and between the parties hereto, that the City shall pay the Contractor for installation services rendered, **\$.00 per hour** or the flat fee, as proposed.

ARTICLE 3 – PAYMENT AND FEE/PRICE SCHEDULE

It is understood and agreed by and between the parties hereto, that the City shall pay the Contractor for services provided, and the Contractor shall accept a not-to-exceed amount of **(written dollar amount)**, (**\$ numerical dollar amount**) as full payment for such services.

Pricing shall remain firm for each renewal period.

A. **Invoices by Task**

Invoices will be submitted monthly by the Contractor for services performed and expenses incurred, pursuant to this agreement during the prior month. The payment will be expedited by the user department and processed as a VISA transaction within two business days of City approval. The City may elect the

alternative method of payment by the Treasurer's Office through proper accounting procedures. Payment is then made to the Contractor within thirty (30) days of receipt. A check is mailed to the Contractor.

B. Funding

There is in effect within the City of Wheat Ridge, Colorado, a provision of the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The contractor is specifically advised of the provisions of this portion of the Code of Laws of the City of Wheat Ridge, which was enacted pursuant to Ordinance 787, Series of 1989, and expressly incorporated herein. This contract is specifically subject to the provisions of said Ordinance and adopted Code Section.

ARTICLE 4 – INDEPENDENT CONTRACTOR

In performing the work under this agreement, the Contractor acts as an independent contractor and is solely responsible for necessary and adequate worker's compensation insurance, personal injury and property damage insurance, as well errors and omissions insurance. The Contractor, as an independent contractor, is obligated to pay Federal and State income tax on monies earned. The personnel employed by the Contractor are not and shall not become employees, agents, or servants of the City because of the performance of any work by this agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person—other than bona fide employees working solely for the Contractor—any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty the City will have the right to annul this agreement without liability or in its discretion to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 5 – INSURANCE

In accordance with Article 4 above, the Contractor shall furnish a certificate of insurance upon notification of award, and prior to performance. Work shall not commence under this agreement until the Contractor has submitted to the City and received approval thereof, a certificate of insurance showing compliance with the following minimum types and coverages of insurance:

Type of Insurance	Minimum Limits of Liability
Worker's Compensation, Coverage A	Statutory, including occupational disease coverage for all employees at work site.
Employer Liability, Coverage B	\$500,000 per person \$500,000 per accident \$500,000 each disease
Commercial General Liability (<i>including Premises-Operations, Independent Contractor's Protective, Broad Form Property Damage, and Contractual Liability</i>) <ul style="list-style-type: none"> • Bodily Injury • Property Damage 	\$1 million per occurrence \$2 million aggregate \$1 million per occurrence \$2 million aggregate
<i>An endorsement covering any explosion, collapse, and underground exposures, "XCU," in the</i>	

Commercial General Liability policy is also required.	
Comprehensive Automotive Liability (owned, hired, and non-owned vehicles) <ul style="list-style-type: none"> • Bodily Injury • Property Damage 	\$1 million per occurrence \$1 million per occurrence
<i>The City of Wheat Ridge shall be named as additional insured on all liability policies. Insurance shall include provisions preventing cancellation without 30 days prior notice by certified mail to the City.</i>	

Submit a proposal ONLY if you are prepared to complete this requirement.

Nothing herein shall be deemed or construed as a waiver of any of the protections to, which the agencies may be entitled pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, CRS, as amended.

ARTICLE 6 – INDEMNIFICATION

The Contractor agrees to indemnify, defend, and to hold the City and its agents, officials, officers and employees harmless for, from and against any and all claims, suits, expenses, damages, or other liabilities—including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons to the extent caused by the negligent performance or failure of the Contractor to provide services pursuant to the terms of this agreement.

ARTICLE 7 – EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to age, race, color, religion, sex, or national origin. Such action shall include—but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training—including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor—provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 9 – CHARTER, LAWS, AND ORDINANCES

The Contractor at all times during the performance of this agreement, agrees to strictly adhere to all applicable Federal, State, and local laws, rules, regulations, and ordinances that affect or govern the work as contemplated under this agreement.

ARTICLE 10 – LAW AND VENUE

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this contract is with the District Court of Jefferson County, Colorado.

ARTICLE 11 – TERMINATION

The Contractor acknowledges that his failure to accomplish the work as described shall be considered a material breach of the contract and entitle the City to consequential damages resulting from failures, acts, or omissions—including, but not limited to re-procurement costs, insufficient or improper work.

The City and the Contractor agree that this agreement may be canceled for cause by either party, with a fifteen (15) day prior written notice. The cost of completing the portion of the work which remains unperformed at the time of such termination shall be deducted from the contract price before payment is made.

The City may terminate the agreement for its convenience, upon thirty (30) days written notice. In the event of such termination the Contractor will be paid for all work and expenses incurred up until the time of such termination.

All work accomplished by the Contractor prior to the date of such termination shall be recorded, and tangible work documents shall be transferred to and become the sole property of the City, prior to payment for services rendered.

ARTICLE 12 – NOTICES

Contact Information	City	Contractor
Name:		
Office Phone:		
Cell Phone:		
Email Address:		
Address:		
City, State, Zipcode		

ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTORS

The duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, nor subcontracted except with the express written consent of the City. The subcontractors permitted by the City shall be subject to the requirements of this agreement, and the contractor is responsible for all subcontracting arrangements, as well as the delivery of services as set forth in this agreement. The contractor shall be responsible for the performance of any subcontractor.

ARTICLE 14 – SEVERABILITY

To the extent that the agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable. Should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

ARTICLE 15 – INTEGRATION OF UNDERSTANDINGS

This agreement is intended as the complete integration of all understanding between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force and effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment

hereto shall have any force or effect unless embodied in writing and signed by an authorized representative of the City and the contractor.

ARTICLE 16 – PROHIBITION ON EMPLOYING OR CONTRATING WITH ILLEGAL ALIENS

Illegal Aliens – Public Contracts for Services

CRS 8-17.5-101 and Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended:

The Contractor certifies that he/she shall comply with the provisions of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise will comply with the requirements of CRS 8-17.5-101 (2)(b)(i). The Contractor shall comply with all reasonable requests made in the course of an investigation by the CO Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the City.

ARTICLE 17 - DISADVANTAGED BUSINESS ENTERPRISES

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Consultants shall insert this provision in all sub-contracts for any work covered by this Agreement, so that it shall be binding upon each sub-consultant or sub-contractor providing labor or services.

ARTICLE 18 – AUTHORIZATION

Each party represents and warrants that it has the power and ability to enter into this agreement, to grant the rights granted herein, and to perform the duties and obligations described herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in two (2) copies, each of which shall be deemed an original on the day and year first written above.

ATTEST:

JANELLE SHAVER, CITY CLERK

DATE

(Seal)

APPROVED AS TO FORM:

GERALD DAHL, CITY ATTORNEY

ATTEST TO CONTRACTOR:

NAME

TITLE

DATE

OWNER

**CITY OF WHEAT RIDGE
7500 W. 29TH AVENUE
WHEAT RIDGE, CO 80033
303-234-5900**

JOYCE JAY, MAYOR

CONTRACTOR

**NAME
ADDRESS
CITY, STATE, ZIPCODE**

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE

**ATTACHMENT A
RFP-15-27
PD INTERVIEW ROOM AV SYSTEM**

PRICE SCHEDULE

**SUBMIT THIS PAGE, AND ATTACH TO YOUR DETAILED PRICE SCHEDULE
and include the other required forms and information.**

NAME OF FIRM: _____

ADDRESS: _____

Total	Equipment (provide detail elsewhere)	\$ _____
	Installation (all labor & supplies)	\$ _____
	Option: 3-year warranty	\$ _____
	5-year warranty	\$ _____

CHECK-LIST:

The following information and forms must be included with your submittal, in this order:

- Proposer Information Sheet _____
- Acknowledgment of Addendum (if any) _____
- Illegal Alien Certification Form _____
- Non-discrimination Form _____
- Vendor's Qualification Form _____
- Sub-Contractor List _____

Please be certain to address the following in your proposal:

- Attendance at mandatory pre-bid meeting _____
- Qualifications _____
- Experience _____
- Current Workload _____
- Project Approach _____
- Detailed Price Schedule _____

Please review the sample agreement, but do not include a copy with your proposal submittal.