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2C-RFP Services (Non-Construction
No Prof. Liab. Ins.)



WESTMINSTER

REQUEST FOR PROPOSAL

For the

Westminster CAD/RMS Project
to be provided to the

CITY OF WESTMINSTER

City Project No. PD 4-22-0-2018

November 5th, 2018

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I. INVITATION TO SUBMIT PROPOSALS

Date of Request: **November 5th, 2018**

Due Date for Proposals: 2:00 p.m. M.S.T. Monday January 7th, 2018

The City of Westminster, Colorado, respectfully requests proposals for the Westminster CAD/RMS Project from qualified Proposers ("Proposers"). The selected Proposer will assist the City's Police Department/Specialized Services Division on the project that is discussed further in this request for proposal (the "RFP").

Six (6) copies of the sealed proposal must be submitted and be received at the Cashier's Desk located at the Westminster City Hall and shall be addressed as follows:

**Mayor and City Council
City of Westminster
4800 W. 92nd Ave.
Westminster, CO 80031
Westminster CAD/RMS Project
Attention: Commander Norm Haubert**

Include in the sealed submission one (1) electronic copy of the proposal in .pdf format on a compact disk, flash drive, or external drive.

No proposals received after the due date for proposals shown above will be considered, and any proposals so received shall be returned to the Proposer unopened without consideration by the City under any circumstances. Sole responsibility rests with the Proposer to see that its proposal is received on time at the stated location.

The City reserves the right to reject any and all proposals or any part thereof, to waive any formalities or informalities and further, to award the services to the most responsive and responsible Proposer, according to the City's evaluation and as deemed to be in the best interest of the City.

Proposals must meet or exceed requirements contained in this RFP.

This RFP will be distributed directly to the following firms. Other firms will not be precluded from submitting proposals and may be considered. To request a copy of the RFP, please contact the Project Manager.

1. CentralSquare
2. Hexagon/Intergraph
3. Infor
4. Mark43
5. MobileTec
6. Motorola
7. Tyler Technologies
8. Versaterm

This RFP will also be available at <http://www.demandstar.com>, or through the City's homepage (<http://www.ci.westminster.co.us/default.htm>).

II. PROJECT BACKGROUND, DESCRIPTION AND MINIMUM SCOPE OF SERVICES

A. Project Background and Description

The City seeks proposals from Proposers for a Computer Aided Dispatch (CAD), Mobile computer system, Records Management System (RMS), and Business Intelligence (BI) solution for Westminster Police, Fire/EMS and Emergency Dispatch Center. Interested Proposers are encouraged to provide a comprehensive solution that results in tangible efficiencies and value for the Westminster Public Safety sector and the community of citizens it serves. The selected Proposer should have a proven track record as a leader in the marketplace that can provide innovative methods of cost containment while providing the users with an integrated system that meets the ongoing and future needs of the Public Safety services and conditions contained in this document. The City's goal is to provide their employees with a comprehensive, fully integrated, interoperable, CAD/RMS/BI System herein referred to as the "System." The System will replace the current application(s) which were first purchased in 2001.

B. Minimum Scope of Services

The objective of this project is to replace the existing the CAD/RMS system with a new fully integrated system which meets or exceeds the identified needs of the city. The Proposer will partner in all aspects of project to include design, implementation, deployment, training, and maintenance.

III. INSTRUCTIONS AND PROPOSAL REQUIREMENTS

DATE: November 5th, 2018

PROJECT NO. PD 4-22-0-2018

Project: Westminster CAD/RMS Project

Project Manager: NORM HAUBERT
City of Westminster
4800 W. 92nd Avenue
Westminster, CO 80031
Email: NHAUBERT@CITYOFWESTMINSTER.US
Phone: 303-658-4346

Planned Proposal Schedule:

- RFP Issued to Proposers: November 5th, 2018
- **Proposal due date: 2:00 P.M. Monday January 7th, 2019**
- City Review Period: January 7th, 2019 – May 2, 2019
- Proposer Selection: Approximately May 3, 2019
- Execution of Contract and Project Initiation: Approximately July 1, 2019

PART 1 - INSURANCE REQUIREMENTS

The Successful Proposer shall carry the insurance specified in Section VII of the Standard Services Agreement (Non-Construction), which is included as Exhibit A with this request for proposal, and shall submit proof of such insurance when delivering the executed Contract to the City of Westminster. The City shall be named as an additional insured on the specified liability insurance policies and certificates of insurance. Insurance certificates required for this project shall be sent or delivered to Police Department, Attention: Commander Norm Haubert.

PART 2 - DEFINED TERMS

When used in this RFP, the following terms shall have the following meaning:

- 2.01 “Addenda” or “Addendum” means a clarification or modification to this RFP issued by the City according to Section 6.01 of these instructions.
- 2.02 “Agreement” means the Standard Form of Service Agreement (Non-Construction), which is included as **Exhibit A** to this request for proposal.
- 2.02 “Proposer” or “Proposers” means entities responding to this RFP.
- 2.03 “Project” means the replacement of the existing CAD/Mobile/RMS system with a new integrated CAD/RMS system as more specifically described in Section II of this RFP.
- 2.03 “Project Manager” means Norm Haubert, Commander, City of Westminster.
- 2.04 “RFP” means this request for proposal, dated, for Project No. **PD 4-22-0-2018**, the Westminster CAD/RMS Project.
- 2.05 “Successful Proposer” means the best qualified, responsible Proposer to whom the City makes an

award on the basis of the City's evaluations as hereinafter provided.

PART 3 - CONTRACT DOCUMENTS

3.01 Project Background, Description and Minimum Scope of Services are included in this RFP. Please specifically note any proposed deviations or exceptions from these requirements. If no deviations or exceptions are noted, Proposers will be expected to provide the project requirements set forth therein.

3.02 The Agreement is included as **Exhibit A** of this RFP. **The Proposer will be expected to sign the Agreement in the same form as presented in Exhibit A of this RFP packet**, except that the Agreement will be modified to reflect the actual scope of services being provided. **A request for changes or modifications to the Agreement may result in a disqualification of the Proposer.** The submission of a proposal constitutes Proposer's acceptance of all of the terms and conditions of the City's form of Agreement that is included with this RFP. The City reserves the right to negotiate optional scope of work items with the Successful Proposer.

3.03 Payment under the Agreement shall be according to Section IV of the Agreement. The City will not reimburse the Successful Proposer or other Proposers for any expenses incurred in preparing proposals in response to this RFP.

3.04 The City, in making the Agreement available on the above terms, does so only for the purpose of obtaining proposals on the work and does not confer a license or grant for any other use.

3.05 RFPs not obtained from the City or, if applicable, from the City's online bid platform, DemandStar, may be incomplete or inaccurate.

PART 4 - QUALIFICATIONS OF PROPOSERS

4.01 All Proposers must be prepared to submit, within five days of the City's request, written evidence of their qualifications to perform the work. Proposers may be required to submit evidence that they have a practical knowledge of the particular work required by the Project and that they have the financial resources to complete the Project. In determining the Proposer's qualifications, the following factors will be considered: (a) work previously completed by the Proposer, (b) staff and resources available for this Project, (c) recent financial statement relative to resources, including cash and bank credits available, (d) statement of material on hand and available for this Project, (e) whether the Proposer maintains a permanent place of business, and (f) whether the Proposer has appropriate technical experience. Each Proposer may be required to show that it has handled similar work and that no just claims are pending against such work. No proposal will be awarded to a Proposer who is engaged on any work that would impair his ability to perform or finance this Project.

No agreement will be awarded to any person, firm, or corporation that is in arrears to the City, 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, any Proposer shall be required to submit satisfactory evidence that they have a practical knowledge of the particular service proposed upon and that they have the necessary financial resources to provide the proposed service called for as described in this RFP.

4.02 Evidence of Proposer's qualification to do business in the State of Colorado may be required.

4.03 Proposers will be required to establish to the satisfaction of the City the reliability and responsibility of all proposed subcontractors and suppliers pursuant to the criteria set forth in these Instructions and Proposal Requirements. Prior to the award of the Contract, the City will notify Proposer in writing if the

City has reasonable objection to any proposed subcontractor. In this event, Proposer may, at its option, (1) withdraw its proposal, or (2) submit a substitute sub-Proposer acceptable to the City with an adjustment in the proposal to cover any difference in cost. The City may, at its discretion, accept the adjusted proposal.

PART 5 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

5.01 Before submitting a proposal, each Proposer should perform the following as applicable: (a) examine the RFP and project requirements thoroughly; (b) complete research of the City to become familiar with local conditions that may, in any manner, affect cost, progress or performance of the Project; (c) familiarize itself with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Project; and (d) study and carefully correlate Proposer's observations with the RFP requirements.

5.04 Site access will be limited to normal working hours unless otherwise provided in the Specifications or otherwise directed by the Project Manager.

5.05 Submission of a proposal will constitute an incontrovertible representation by the Proposer that it has complied with every requirement of this Part 5 and that the RFP requirements are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project.

5.06 If a meeting with City Staff or City-paid Proposers is desired, the prospective Proposer should contact the Project Manager at least twenty-four hours prior to the time they would like an appointment to review the project, Monday through Thursday. Such requests will be accommodated on a time-available basis only.

PART 6 - INTERPRETATIONS AND GOVERNING LAW

6.01 All questions regarding the meaning or intent of this RFP should be submitted **IN WRITING ONLY VIA EMAIL** to the Project Manager. Only questions answered by formal written Addenda to this RFP will be binding. Oral and other interpretations or clarifications will be without legal effect and will NOT be considered in awarding the project. Addenda will be mailed or delivered to all parties recorded by the City as having received the RFP. It shall be each Proposer's responsibility to make inquiry as to Addenda that have been issued. All Addenda shall become part of this RFP, and all Proposers shall be bound by such Addenda, whether or not received by the Proposer.

6.02 All applicable State of Colorado and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Proposer and project throughout the project and are incorporated herein by reference. The Agreement with the selected Proposer, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the Charter and Code of the City of Westminster and the laws of the State of Colorado.

PART 7 - BASIS FOR EVALUATION OF PROPOSALS AND AWARD OF PROJECT

The City does not discriminate on the grounds of race, religion, color, age, sex, disability, or national origin in consideration of an award. Disadvantaged business enterprises are afforded a full opportunity to submit proposals. Proposals will be evaluated on the Proposer's experience, project understanding and approach.

The award will be made to the best, most qualified responsible Proposer meeting the proposal requirements unless City Council determines, after reviewing the City Manager's report, that the public interest would be better served by accepting a specific proposal. In determining whether the public interest would be better served by accepting a specific proposal, the following factors shall be considered:

1. The Proposer's skill, ability, and capacity to perform the services required;
2. Whether the Proposer can perform the services within the time period specified, without delay or interference;
3. The Proposer's character, integrity, reputation, judgment, experience and efficiency;
4. The quality of the Proposer's previous performance with the City;
5. The Proposer's previous and current compliance with statutes, ordinances and rules relating to the project;
6. The sufficiency of the Proposer's financial resources necessary for the performance of the project;
7. The Proposer's ability to provide future maintenance or service;
8. The number and nature of any conditions attached to the proposal.

Upon recommendation of the City Manager, the City Council may reject all proposals when it determines that such action is in the public interest.

Proposal Evaluation

All proposals received will be evaluated by a CAD/RMS RFP Evaluation Committee. During the evaluation process, the CAD/RMS RFP Evaluation Committee may require a Proposer's representative to answer specific questions orally and/or in writing. The CAD/RMS RFP Evaluation Committee may also require a visit to the Proposer's offices, other field visits or observations by representatives, or demonstrations as part of the overall RFP evaluation.

Responses to this RFP must adhere to the proposal submission requirements.

RFP Scoring Categories

| | |
|--|------------|
| Company | 5 points |
| Functionality & Features | 30 points |
| Technical/IT | 25 points |
| Project Management | 10 points |
| References | 5 points |
| Interoperability / Information Sharing | 5 points |
| Price Proposal | 20 points |
| Total | 100 points |

The City will employ a multi-phase evaluation process:

- Phase 1 – Evaluation of all valid responses to the CAD/RMS RFP
- Phase 2 – Scripted Demonstration process

Phase 1 – Evaluation and Scoring

The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

Company Information (5 Points)

- The CAD/RMS RFP Evaluation Committee will evaluate Proposer/company stability and commitment to its product line via responses to the Company Profile requirements. This evaluation process will also include the Proposer's project understanding, where the Proposer shall summarize their understanding of the Westminster purpose, scope and objectives for this project.

Functionality and Features (30 Points)

- All applications and proposed system capabilities (e.g., CAD, Mobile, RMS, BI etc.)

Technical/IT Proposal Content (25 Points)

- Technical design, specifications and architecture
- Performance and reliability
- Redundancy and up-time
- Back-up process
- Data conversion/legacy data
- Interfaces
- Other areas

Project Management and Implementation Plan Proposal Content (10 Points)

- Project Plan
- Migration/Cutover Plan
- Knowledge, skills and abilities of proposed staff
- Training Plan
- Maintenance, service and technical support
- Other areas

Company References (5 Points)

Respondents shall provide the City reference contact information. The City may also contact other personnel at reference agencies including:

- Executive management
- Project management
- IT
- Public Safety Answering Point/Emergency Communications Center
- Law Enforcement

- Fire/EMS
- Records Management
- Criminal Investigation Division
- Patrol
- Crime Analysis
- Other areas

Interoperability / Information Sharing (5 Points)

- Ability to interface with other agencies/entities if vendor does not provide it
- Ease/ability to create information sharing links at a later date
- Other areas

Price Proposal Content (20 Points)

- Clarity of Price Proposal information
- Core system
- Options
- Initial and annual recurring
- Hardware
- Software
- Support/maintenance and warranty
- Extended contract
- Other

Based on the ranking in Phase I, no more than three Proposers will be selected for the Phase II Scripted Demonstration process. The City will decide if Phase II will include two or three Phase II participants.

Note that the City of Westminster reserves the right to evaluate proposals based on each provider's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the City of Westminster. The proposal must be complete without relying on external websites.

Phase II – Scripted Demonstration Process

Phase II participants will be notified and provided adequate time to prepare for their Scripted Demonstration. All Proposers selected for Phase II will have the same amount of time to prepare. All Proposers will be provided the same information including:

- Schedule and agenda
- Scripted scenarios
- Westminster data that will be used in the scenarios:

- Unit/apparatus numbers
- CAD codes
- CAD Fire Response Configurations
- CAD Fire Station Ordering
- GIS data for the City base map. Limited response areas consistent with the scenario
- RMS statutes and IBR data needed for the scenario

Company Demonstrations: - Four-day scripted demonstration

Interview/Demonstration Guidelines: The Phase II demonstration process will take four business days to complete. A precise schedule and agenda will be presented to the selected participants. The following is preliminary information only:

- Participants will be expected to utilize sample Westminster Public Safety data and maps for the demonstration
- Participants shall demonstrate the system they proposed in their RFP response
- Participants will advise Westminster if there is any difference between the proposed system and what is being demonstrated
- The order of the company demonstrations will be selected at random and/or depending upon company availability
- Each company will be provided with a list of scripted scenarios to follow
- A high-level schedule (subject to change) is the following four 10-hour days:
 - Day 1 – Overview
 - Company presentation
 - Overview of proposed CAD/RMS system
 - CAD-to-CAD capabilities of the proposed system
 - NG9-1-1 capabilities and roadmap
 - Q & A
 - Day 2 – CAD/Mobile/Mapping
 - 9-1-1 Call Taking through dispatch scenarios
 - Multi-agency scenarios
 - Law Enforcement scenarios
 - Fire/Rescue scenarios
 - EMS scenarios
 - MCI/Disaster scenarios
 - Q & A

- Day 3 – Law Enforcement RMS
 - Master Entity Files
 - Incident/FBR
 - NIBRS
 - Case Management
 - RMS Modules
 - Q & A
- Day 4 – Technical
 - Technical/IT
 - Infrastructure, specifications, reliability, back-up process and redundancy
 - Interfaces
 - Data conversion, legacy data solution
 - GIS
 - Business Intelligence
 - Final Q & A

Best and Final Offer

The City of Westminster may choose to provide the selected Scripted Demonstration companies a Best and Final Offer (BAFO) time period. There is no mandatory requirement that a company must respond to the BAFO. A company may choose to not respond with an updated offer.

Final Scoring and Ranking

The Functionality and Features, Technical/IT and Pricing/BAFO categories will be re-scored utilizing the information learned in Phase II.

A Final Scoring process will be completed resulting in a final ranking. The most qualified firm will be recommended by the RFP Evaluation Committee based on the overall strength of each proposal. The evaluation is not restricted to considerations of any single factor such as Pricing.

The City of Westminster will notify the #1 ranked Proposer and begin contract negotiations. If contract negotiations fail with the #1 ranked Proposer, Westminster reserves the right to negotiate with the #2 ranked Proposer. All Proposers will be notified of the final scores and ranking once a final contract has been approved.

The City of Westminster may consider any other criteria it deems relevant, and the RFP Evaluation Committee is free to make any recommendations it deems to be in the best interest of the City. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the City may, in its sole discretion, correct errors or contact a Proposer for clarification.

Proposal Recommendation

The RFP Evaluation Committee will recommend a provider or providers or may recommend that the proposals be rejected. The City will then make its own decision whether to accept or reject the recommendations from the RFP Evaluation Committee. Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement is the independent prerogative of the City, notwithstanding any recommendations made by the RFP Evaluation Committee. The City reserves the right to negotiate with any provider to finalize an agreement in relation to the Proposer's response.

PART 8 - CONTRACT TIME

8.01 The number of days within which the Project is to be completed shall be negotiated prior to execution of the Agreement and made part thereof.

PART 9 - PROPOSAL CONTENTS AND FORMAT

9.01 There is no page limit for proposals. Proposer shall provide comprehensive information about their proposed core CAD/RMS suite solution. Proposer's are encouraged to provide as much information as required to ensure Westminster personnel obtain an all-inclusive understanding of the proposed core suite solution. Proposer may use graphics, slide deck presentations, white papers, user manuals and media (e.g., CD/DVD) to articulate the benefits of the proposed system.

Proposals must specifically include the following, at a minimum:

1. The Proposal must follow the exact same sequence as the RFP (e.g., Sections and Chapters)
2. All responses shall contain the corresponding Section/Chapter number
3. Proposers shall provide a written response for all RFP items
4. Proposer's fee schedule on the form provided as **Exhibit C** to this RFP in a separate, sealed envelope with the clear title **Westminster CAD/RMS RFP Pricing Proposal**.
 - a. All costs shall be clearly listed as either part of the proposed core system or optional purchase.
 - b. Each cost shall be listed on an individual line item
 - c. All recurring costs shall be clearly listed and explained
5. The Functional/Technical worksheet shall be completed and submitted with the proposal. The worksheet lists common COTS system functionality and features. The worksheet will assist the CAD/RMS RFP Evaluation Committee and SME Teams as a checklist during the CAD/RMS RFP evaluation process. The City is seeking a total COTS solution therefore the worksheet is not a list of mandatory requirements. It is simply a checklist tool to assist the Evaluation Committee and SME teams. It is also known that the proposed CAD/RMS systems will have functionality and features not listed in the worksheet. Respondents must accurately complete the Functional/Technical Criteria worksheet that accompanies this RFP.

9.02 Proposals must be completed via a word processing type application, and each Proposer must submit the proposal with a complete Certification Page (see **Exhibit D** to this RFP) in its usual signature by an authorized representative.

1. For corporations, the Certification Page must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
2. For partnerships, the Certification Page must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
3. For joint ventures, the Certification Page shall be signed by each participant in the joint venture or by an authorized agent of each participant, and accompanied by evidence of authority to sign.
4. The names of all persons signing must also be legibly printed or typed below the signature. A proposal by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal may be held to be the proposal of the individual signing. When requested by the City, evidence of the authority of the person signing shall be furnished.
5. The full name of each person or company interested in the proposal shall be listed on the Certification Page.

9.03 The proposal shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be specified by Proposer.

9.04 No alterations in proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Proposer. If initialed, the City may require the Proposer to identify an alteration so initialed. No alteration in any proposal shall be made after the proposal has been submitted.

9.05 The address and phone number to which communications regarding the proposal are to be directed must be shown.

9.06 All prices must be written in words and expressed in figures. The unit price items in the proposal must cover all items of work to be done and material to be furnished to fully complete the work in accordance with the RFP's Minimum Scope of Services, included in Exhibit B of this RFP. The cost of appurtenant items of work, material, and equipment not listed separately, not shown on the drawings or not specified as necessary to complete the work in accordance with the RFP shall be considered as included.

9.07 The Proposer may be provided confidential information. Complete confidentiality must be maintained regarding City information and data. Signing of a confidentiality agreement may be required by the Successful Proposer.

9.08 The City is exempt from City, State, and Federal sales/excise taxes. Certificates will be issued upon request. Any appropriate taxes shall be shown as a separate item in the proposal.

9.09 The proposal of the selected Proposer will be included as an addendum in the final contract package.

PART 10 - SUBMISSION OF PROPOSAL

10.01 If the proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "PROPOSAL ENCLOSED" on the face thereof.

10.02 Proposals shall be submitted prior to the time and date set for receipt of proposals as indicated in these Instructions and Proposal Requirements, or the modified time and date as indicated by Addendum. Proposals received after the time and date set for receipt of proposals will not be considered. Proposer shall assume full responsibility for timely delivery at the location designated for receipt of proposals; Proposers must allow adequate time for delivery of their proposal either by hand delivery, postal service, or other means.

10.03 Oral, telephone, or telegraph proposals are invalid and will not be considered. Evidence of collusion among Proposers shall be grounds for exclusion of any Proposer who is a participant in any such collusion.

10.04 All information submitted to the City by the Proposer is a public record, and may be subject to disclosure under the Colorado Open Records Act, Colorado Revised Statute § 24-72-101, et seq. **The Proposer shall clearly identify any portion(s) of its proposal that it believes constitutes trade secrets, privileged information, and/or confidential commercial, financial, geological or geophysical data which may not be subject to disclosure under the Colorado Open Records Act.**

10.05 To the extent required by C.R.S. § 8-17.5-102(1), by submitting a proposal, the Proposer certifies that at the time of proposal submission it does not knowingly employ or contract with an illegal alien who will perform work under its proposal, and that the Proposer will participate in the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program administered by the Colorado Department of Labor and Employment in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under its proposal.

10.06 The City is a member of the Multiple Assembly of Procurement Officials ("MAPO"). As such, other Colorado municipalities that are members of MAPO may ask the Successful Proposer to extend to them the opportunity to purchase off the submitted proposal.

PART 11 - MODIFICATION AND WITHDRAWAL OF PROPOSAL

11.01 Proposals submitted early may be modified or withdrawn, subject to the Project Manager's discretion. Withdrawn proposals may be resubmitted until the deadline for submission of proposals.

PART 12 - OPENING OF PROPOSALS

12.01 Proposals will be opened by the Project Manager on the date and time specified in the Planned Proposal Schedule above. Thereafter, proposals will be evaluated by the Project Manager and other City staff. Proposals will be acted upon within approximately sixty (60) days from the opening of the proposals.

PART 13 - NOT USED

PART 14 - AWARD OF PROJECT

14.01 The City reserves the right and discretion to reject any and all proposals, to waive any and all informalities and to negotiate Agreement terms with the Successful Proposer, and the right to disregard all nonconforming, non responsive or conditional proposals. Discrepancies between words and figures will be resolved in favor of the words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum. Your attention is called to the fact that proposals that are not completed as directed in this RFP may be rejected without consideration.

14.02 In evaluating proposals, the City shall consider the qualifications of the Proposers, and whether or not the proposals comply with the prescribed requirements. The City reserves the right to reject the proposal of any Proposer who does not pass any such evaluation to the City's satisfaction.

14.03 The proposal of any Proposer that is in arrears to the City upon debt of contract or that is a defaulter, as surety or otherwise, upon any obligation to the City may be rejected.

14.04 If the Agreement is to be awarded, it will be awarded to the most qualified responsible Proposer, the evaluation of whom by the City indicates that the award will be in the best interest of the City.

14.05 If the Agreement is to be awarded, the City will give the Successful Proposer a notice of award within the time specified in this Section III of the RFP.

14.06 The Successful Proposer shall furnish the City with a proposed schedule and estimated monthly payments within ten (10) days after receipt of the notice of award.

PART 15 - SIGNING OF CONTRACT


15.01 When the City gives a notice of award to the successful Proposer, it will be accompanied by unsigned counterparts of the Agreement and this RFP. A successful Proposer shall execute the Agreement and deliver it, together with evidence of insurance to the City within ten (10) calendar days from the date of the notice of award. Failure to do so will be adequate and just cause for the annulment or cancellation of the awards.

PART 16 - NO WAIVER; PROPOSAL BECOMES CITY PROPERTY

The City reserves the right to waive technicalities and formalities in proposals, as well as to accept in whole or in part proposals where it is deemed advisable in protection of the best interests of the City.

Once submitted, a proposal becomes City property. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this RFP.

CITY OF WESTMINSTER, COLORADO

By: 

Project Manager: NORM HAUBERT
City of Westminster
4800 W. 92nd Avenue
Westminster, CO 80031
Email: NHAUBERT@CITYOFWESTMINSTER.US
Phone: 303-658-4346

City of Westminster, Colorado
4800 West 92nd Avenue
Westminster, CO 80031
(303) 658-2400

Rev. 07/2015

Do NOT Delete – For CAO Reference:
2C-RFP Services (Non-Construction No Prof Liab. Ins.)

EXHIBIT A TO REQUEST FOR PROPOSAL

[Note: Delete this exhibit label upon award of contract.]

City Project No. PD 4-22-0-2018

AGREEMENT TO FURNISH _____ SERVICES
TO THE CITY OF WESTMINSTER FOR [Describe Project] CAD/RMS/BI System.

THIS AGREEMENT, made and entered into this ___ day of _____, 200___, between the CITY OF WESTMINSTER, hereinafter called the “City,” and _____, a corporation / limited liability company / partnership [CHOOSE ONE AND DELETE THE OTHERS] organized pursuant to the laws of the State of _____, hereinafter called the “Proposer,” collectively, the “Parties,” is as follows:

WHEREAS, the City wishes to [describe project for which Proposer's services are required] _____; and

WHEREAS, the City desires to engage the Proposer to render the _____ services described in this Agreement and the Proposer is qualified and willing to perform such services; and

WHEREAS, sufficient authority exists in City Charter and state statute, sufficient funds have been budgeted for these purposes and are available, and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the City and the Proposer agree as follows:

I. THE PROJECT

The project consists of CAD/RMS/BI System _____ as more specifically described the Scope of Services, attached hereto and incorporated herein as **Appendix A** (hereinafter, the “Project”).

II. PROPOSER'S SERVICES AND RESPONSIBILITIES

The Proposer agrees that it will furnish all of the technical, administrative, professional, and other labor; all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to complete the Project.

III. ADDITIONAL SERVICES

When authorized in writing by the City, the Proposer agrees to furnish or obtain from others, additional services due to changes in the Project or its design, subject to separate written agreement between the City and Proposer as to additional compensation for additional services.

IV. PROPOSER'S FEE

Alternate No. 1 - Lump Sum. As compensation for the Project, the Proposer shall be paid a lump sum fee of _____ [amount in words] _____ (\$ _____), which shall constitute full and complete payment for the Project and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement.

Alternate No. 2 - Hourly Basis Per Scheduled Rates. The compensation for the Project shall be according to the fee schedule attached hereto and incorporated herein as **Appendix B**, including reimbursable expenses as described therein. The maximum amount billable under this Agreement shall not exceed _____ [amount in words] _____ (\$ _____). The Proposer shall submit invoices to the City for services rendered during the preceding month, such invoices to be in the form and detail reasonably required by the City. Reimbursable expenses shall be itemized. The City agrees to pay the Proposer within thirty (30) days of receipt of properly documented invoices.

V. COMMENCEMENT & COMPLETION OF PROJECT

Proposer understands and agrees that time is an essential requirement of this Agreement. The Project shall be completed as soon as good practice and due diligence will permit. In any event, the Project shall be completed within [duration in words (____) months/days] after the Proposer receives notice to proceed, exclusive of time lost or due to delays beyond the control of the Proposer.

[Use if appropriate:] The City may renew this Agreement in writing for an additional [duration in words (____) months/days] term following the initial [duration in words (____) months/days] term. If this Agreement is renewed, compensation shall be mutually agreed upon by the Parties. Any adjustment in compensation in the renewed agreement shall not be retroactive and shall apply only to services performed after renewal. The City shall provide Proposer at least thirty (30) days notice of its intent to renew. However, all payments under this Agreement are subject to annual appropriation of the funds. Therefore, nothing in this Agreement shall be deemed or construed as a multiple year fiscal obligation under the meaning of Colorado Constitution Article X, Section 20, also known as the TABOR Amendment.

VI. TERMINATION

This Agreement shall terminate at such time as the Project is completed and the requirements of this Agreement are satisfied, or upon the City's providing Proposer with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Proposer for all services previously authorized and completed on the Project prior to the date of termination plus any services the City deems necessary during the notice period. Said compensation shall be paid upon the Proposer's delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Proposer in performing work on the Project, whether completed or in progress.

VII. INSURANCE

During the course of the Project, the Proposer shall maintain Workers' Compensation Insurance in accordance with the Workers' Compensation laws of the State of Colorado. Proposer shall maintain an Automobile Liability policy of \$500,000 per person/\$1,000,000 per occurrence and a Commercial General Liability policy of \$500,000 per person/\$1,000,000 per occurrence; or alternatively, Proposer shall maintain an Automobile Liability policy and a Commercial General Liability policy each with a \$1,000,000 per occurrence combined single limit. The City shall be named as an additional insured under the Proposer's Automobile and Commercial General Liability coverages, providing that such insurance is primary with respect to claims made by the City. These coverages shall be occurrence-based policies, and shall specifically provide that all coverage limits are exclusive of costs of defense, including attorney fees. The Proposer shall provide certificates of insurance to the City indicating compliance with this paragraph. It shall be an affirmative duty of the Proposer to notify the City in writing within two (2) days of the cancellation of or substantive change to any insurance policy set out herein, and failure to do so shall be a breach of this Agreement.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Proposer shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, sex, national origin, or disability. Such actions 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. Proposer represents that it will require a similar affirmation of nondiscrimination in any contract it enters into with a subcontractor as part of the execution of this Agreement.

IX. PROHIBITED INTEREST

A. The Proposer agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Proposer further agrees that in the performance of the Agreement, no person having any such interests shall be employed.

B. No official or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

X. GENERAL PROVISIONS

A. Independent Contractor. In the performance of the Project, the Proposer shall act as an independent contractor and not as agent of the City except to the extent the Proposer is specifically authorized to act as agent of the City.

B. Books and Records. The Proposer's books and records with respect to the Project and reimbursable costs shall be kept in accordance with recognized accounting principles and practices, consistently applied, and will be made available for the City's inspection at all reasonable times at the places where the same may be kept. The Proposer shall not be required to retain such books and records

for more than three (3) years after completion of the Project.

C. Ownership and Format of Drawings. All plans, drawings, specifications and the like relating to the Project shall be the joint property of the City and Proposer. Upon completion of the Project, or at such other time as the City may require, the Proposer shall deliver to the City a complete corrected set of drawings in hard copy and in an electronic/digital format acceptable to the City and such additional copies thereof as the City may request, corrected as of the date of completion of the Project.

D. Responsibility; Liability.

1. Professional Liability. The Proposer shall exercise in its performance of the Project the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. The Proposer shall be liable to the City for any loss, damages or costs incurred by the City for the repair, replacement or correction of any part of the Project that is deficient or defective as a result of any failure of the Proposer to comply with this standard.

2. Indemnification. To the fullest extent permitted by law the Proposer agrees to indemnify, defend and hold harmless the City, its officers and employees from and against all liability, claims and demands, including but not limited to attorneys' fees, on account of any injury, loss or damage arising out of, connected to or resulting from the Project, if such injury, loss or damage, or a portion thereof, is caused by the act, omission or fault of the Proposer, any subcontractor of the Proposer, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, excluding any portion directly attributable to the City's own negligence, and only to the degree or percentage of negligence or fault agreed to be or adjudicated to be attributable to the Proposer, any subcontractor of the Proposer, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

These obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that otherwise exists as to any party or person described in this Subsection (X)(D)(2). In any and all claims against the City, its officers or employees by any employee of the Proposer, any subcontractor of the Proposer, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Subsection (X)(D)(2) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Proposer or any subcontractor under the workers' compensation acts, disability benefit acts or other employee benefit acts.

E. Communications. All communications relating to the day-to-day activities for the Project shall be exchanged between the following Project representatives of the City and the Proposer.

| Project Representative for City: | Project Representative for Proposer: |
|---|---|
| Name: | Name: |
| Address: | Address: |
| Phone: | Phone: |
| email: | email: |

All notices and communications required or permitted hereunder shall be in writing and delivered personally (which may include email to the address designated above) to the respective Project representatives of the City and the Proposer or shall be sent via registered mail, postage prepaid, return receipt requested to the Parties at their addresses shown herein. When sent via registered mail, notices shall be effective three (3) days after mailing.

F. Assignment. The Proposer shall not assign this Agreement in whole or in part, including the Proposer's right to receive compensation hereunder, without the prior written consent of the City; provided, however, that such consent shall not be unreasonably withheld with respect to assignments to the Proposer's affiliated or subsidiary companies, and provided, further, that any such assignment shall not relieve the Proposer of any of its obligations under this Agreement. This restriction on assignment includes, without limitation, assignment of the Proposer's right to payment to its surety or lender.

G. Applicable Laws and Venue. This Agreement shall be governed by the laws of the State of Colorado and the Charter of the City of Westminster. This Agreement shall be deemed entered into in both Adams County and Jefferson County, State of Colorado, as the City is located in both counties. At the City's option, the location for settlement of any and all claims, controversies and disputes arising out of or related to this Agreement or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in either county.

H. Remedies. Proposer agrees that the economic loss rule as set forth in *Town of Alma v. Azco Construction, Inc.*, 10 P.3d 1256 (Colo. 2000) shall not serve as a limitation on the City's right to pursue tort remedies in addition to other remedies it may have against Proposer. Such rights and remedies shall survive the Project or any termination of this Agreement.

I. Entire Agreement. This Agreement and its attachments shall constitute the entire agreement between the Parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Project. To the extent there is any conflict between the terms of this Agreement and the terms of an attachment hereto, this Agreement shall control.

J. Subcontracting. Except subcontractors identified by name and accepted by the City as part of **Appendix A**, Proposer may not employ additional subcontractors to perform work on the Project without the City's express prior written approval. Proposer is solely responsible for any compensation, insurance, and all clerical detail involved in employment of subcontractors.

K. Enforcement of Agreement. In the event it becomes necessary for either party to bring an action against the other to enforce any provision of this Agreement, in addition to any other relief that may be granted, the prevailing party in such action shall be entitled to an award of its reasonable attorney fees as determined by the Court.

L. Authorization. The person or persons signing and executing this Agreement on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Agreement and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

M. Digital Signatures and Copies. The Parties hereby acknowledge that this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that signature pages may be executed via ink signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means. Further, the Parties acknowledge and agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

N. Immigration Compliance. To the extent this Agreement constitutes a public contract for services pursuant to C.R.S. § 8-17.5-101 et seq., the following provisions shall apply: Proposer shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. In addition, Proposer shall not enter into a contract with any entity that fails to certify to the Proposer that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. If Proposer obtains actual knowledge that an entity performing work under this Agreement knowingly employs or contracts with an illegal alien, Proposer shall notify the entity and the City within three (3) days that Proposer has actual knowledge that the entity is employing or contracting with an illegal alien. Furthermore, Proposer shall terminate such contract with the entity if, within three (3) days of receiving the notice required pursuant to this paragraph, the entity does not stop employing or contracting with the illegal alien. Except that Proposer shall not terminate the contract with the entity if during such three (3) days the entity provides information to establish that the entity has not knowingly employed or contracted with an illegal alien.

Proposer certifies that, prior to executing this Agreement, it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration (the "E-verify Program"), or the employment verification program administered by the Colorado Department of Labor and Employment (the "Colorado Verification Program"). Proposer shall not use either the E-verify Program or the Colorado Verification Program procedures to undertake preemployment screening of job applicants while performing this Agreement. Proposer shall comply with all reasonable requests by the Colorado Department of Labor and Employment made in the course of an investigation undertaken pursuant to the authority established in C.R.S. § 8-17.5-102(5).

[If over \$75k:]N./O. This Agreement is expressly contingent upon the approval of the City of Westminster's City Council of all the terms set forth herein. In the event this Agreement is not approved in its entirety by City Council, neither Party shall be bound to the terms of this Agreement.

INSURANCE CERTIFICATES REQUIRED BY THIS AGREEMENT SHALL BE SENT TO
_____ DEPARTMENT, ATTENTION: _____.

REMAINDER OF PAGE INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS.

[IF OVER \$75K] I certify that either an appropriation has been made by the City Council or that sufficient funds have otherwise been made available for the payment of this Agreement.

City Manager

Account No. _____

Rev. 09/2015

**Appendix A to Services Agreement
Scope of Services**

See Exhibit A

**Appendix B to Services Agreement
Proposer's Fee Schedule**

See Exhibit C

EXHIBIT D TO REQUEST FOR PROPOSAL
PROPOSER'S CERTIFICATION

NOTE: Please ensure that this document is completed and submitted with your proposal. Failure to do so may result in your proposal not being considered for award.

I have carefully examined the Request for Proposal and any other documents accompanying or made a part of this Request for Proposal, including the standard form of agreement provided as Exhibit A to the RFP (the "Agreement"). I hereby certify that, if selected, I can meet all insurance and other requirements contained within the Agreement and that I will sign the Agreement in substantially the form presented in this RFP.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates quoted in my proposal.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Westminster Police Department prior to award.

I certify that all information contained in this proposal is true to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Westminster or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained.

NAME OF BUSINESS

BY:

SIGNATURE

PRINTED NAME & TITLE

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER