



# COLORADO

## Department of Transportation

### SOLICITATION AND RESPONSE COVER SHEET

#### RFP 21-159 SC - Burnham Yard Security Services

*Per the attached specifications, terms and conditions.*

INSTRUCTIONS: Offeror (proposaller) must complete this cover sheet, and attach it with their proposal.

**Offerors are urged to read the solicitation document thoroughly before submitting a proposal.**

Submit Proposal to:	<a href="#">BidNet Direct</a> Help Desk 800-835-4603 / <a href="mailto:support@bidnet.com">support@bidnet.com</a>	Purchasing Agent:	Shayne Cumine Shayne.Cumine@state.co.us
Due Date:	August 3 <sup>rd</sup> , 2021	Time Due:	<b>2:00 PM</b> Mountain Time

#### OFFEROR INFORMATION

Offeror F.E.I.N.:	_____		
DUNS Number	_____	Payment Terms:	_____
Delivery Date:	_____	(Minimum of Net 30)	_____
Authorized Signature:	_____		
<small>Signature acknowledges acceptance of all terms and conditions of the solicitation.</small>			
Authorized Signatory E-mail:	_____		
Typed/Printed Name and Title:	_____		
Legal Company Name:	_____		
Doing Business As:	_____		
Address:	_____		
City:	_____	State:	_____ Zip: _____
Phone Number:	_____	Fax Number:	_____
Contact for Clarifications:	_____		
Title:	_____		
Phone Number:	_____	Fax Number:	_____
E-mail Address:	_____		

**Electronic Bid Submission:** This solicitation is published via Rocky Mountain E-Purchasing, BidNet Direct. Suppliers must be registered with BidNet Direct in order to download solicitation documents and information (including any amendments or modifications) and to be considered responsive at the time of submission of the response. **Bidders who have not registered on the BidNet Direct website, must register promptly to ensure they are able to submit a timely bid response.** Information may be accessed through the BidNet Direct at: <https://www.bidnetdirect.com/register>. BidNet Direct's Help Desk can be reached at 800-835-4603 or by email: [support@bidnet.com](mailto:support@bidnet.com)

*Offeror to answer and acknowledges by its signature above:*

- Confirm that you are aware that the award notice will be published on [CDOT website](#): \_\_\_\_ Yes
- My company is registered on BidNet, Direct: \_\_\_\_ Yes / \_\_\_\_ No
- Proprietary Information: is in my response and as segregated pages: \_\_\_\_ Yes / \_\_\_\_ No
- Registered with the Colorado Secretary of State \_\_\_\_ No / \_\_\_\_ Yes, and # \_\_\_\_\_
- Offeror proposes using Subcontractors for this project: \_\_\_\_ Yes / \_\_\_\_ No
- Offeror has reviewed Modifications made to this RFP – list the Modification # last reviewed: \_\_\_\_\_
- If claiming SDVOSB (Service Disabled Veteran Owned Small Business) attach proof of certification: \_\_\_\_ Yes / \_\_\_\_ NA

Please read this Request for Proposal (RFP) thoroughly before responding. Illegible responses may be rejected as non-responsive.

The High Priority Transportation Enterprise (HPTE) reserves the right to reject any and all proposals or parts thereof, and to waive informalities or irregularities. By submission of a proposal, proposer agrees to the State of Colorado terms and conditions.

By submission of a proposal, proposal and/or quote, proposer agrees as follows:

- Except as replaced, modified, or supplemented by HPTE for this solicitation, all items in the State of Colorado Solicitation Instructions/Terms and Conditions are considered part of, and are incorporated by reference into this document.
- Proposer testifies that proposal prices were arrived at independently and there was no collusion involved.
- The Proposer/Vendor guarantees to the State that they understand and agree to the terms and conditions of this RFP and that they will not default from performance by virtue of a mistake or misunderstanding. Proposers shall seek clarification from HPTE of any specifications, terms and/or conditions that they determine to be unclear. The failure of a proposer to seek clarification may be deemed a waiver of any such clarification.
- Pursuant to CRS 24-30-202.4 (as amended), the state controller may withhold debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 22, Title 39, CRS; (c) unpaid loans due to the student loan division of the Colorado Division of Higher Education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

**NOTE: Results will be posted on CDOT Procurement's Proposal Log:**

[https://docs.google.com/spreadsheets/d/1Rt5KRPWVhstqbOEmFjTe0EuHpAHVIsrymLmgiL\\_8mrI/edit#gid=1184857721](https://docs.google.com/spreadsheets/d/1Rt5KRPWVhstqbOEmFjTe0EuHpAHVIsrymLmgiL_8mrI/edit#gid=1184857721)  
or email but will not be discussed by phone except as noted in the RFP document.

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 ISSUING OFFICE AND INQUIRIES:

This request for proposal is issued for the State of Colorado, the Colorado Department of Transportation, Center for Procurement and Contract Services. Prospective proposers may make written inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time specified in the Schedule of Activities, Prospective proposer's inquiry deadline. All contacts regarding this RFP is to be directed to the Purchasing Agent listed on the Cover Sheet of this solicitation only via email. The subject line of the e-mail shall clearly state "**RFP 21-159 SC - Burnham Yard Security Services**" to facilitate handling and distribution. An addendum responding to questions submitted regarding the RFP will be published on BidNet Direct.

NOTE: The Purchasing Agent for this Procurement, listed on page 1, will be out of the office from July 2, 2021 through July 12, 2021, returning to the office on July 13, 2021 – all vendor questions will be logged during this time. Upon the Purchasing Agent's return to the office on July 13, 2021 a confirmation of receipt will be sent to vendors to acknowledge receipt of questions. All questions will be answered in the addendum response. All requests for RSVP to the pre-bid meeting will receive a confirming response at this time as well.

### 1.2 PURPOSE:

The purpose of this Request for Proposal (RFP) is to obtain competitive proposal proposals from qualified firms interested in providing Security Services for HPTE at Burnham Yard.

This RFP provides prospective proposers with sufficient information to enable them to prepare and submit proposals for consideration by CDOT to satisfy the needs as outlined in this RFP's Statement of Work.

**THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY**

**1.3 SCHEDULE OF ACTIVITIES:**

All times are Mountain Time

ACTIVITY	DATE	TIME
1. RFP Date Published	July 1, 2021	N/A
2. Pre-Bid Meeting/Walkthrough (MANDATORY)	July 20, 2021	1:00 PM
3. Prospective proposer’s inquiry deadline (No questions accepted after this date)	July 22, 2021	2:00 P.M.
4. Response to proposer questions	July 27, 2021	5:00 P.M.
5. Proposal submission deadline	August 3, 2021	2:00 P.M.
6. Top consultants selected and notified of interview ( <u>estimate</u> ), if appropriate - week of	August 9, 2021	TBD
7. Oral interviews with a short list of consultants ( <u>estimate</u> ), if required – week of	August 30, 2021	TBD
8. Firms selected ( <u>estimate</u> ) – week of	August 30, 2021	N/A
9. <i>Desired</i> date of executed contract	September 30- October 31, 2021	N/A

**1.4 ELECTRONIC BID SUBMISSION:**

Suppliers must upload their proposal to BidNet Direct. CDOT procurement will distribute your uploaded proposal and any attachments to the evaluation panel. **NO SUBMISSIONS WILL BE PERMITTED VIA ANY OTHER METHOD THAN BIDNET DIRECT.**

**1.5 AMENDMENTS TO RFP:**

In the event it should be necessary to revise any portion of this RFP, addenda will be published on BidNet Direct. It is the proposer’s responsibility to monitor the site for changes, and comply with all addenda to this RFP.

**1.6 RESPONSE MATERIAL OWNERSHIP:**

All material submitted regarding this RFP becomes the property of the State of Colorado.

**1.7 REQUEST FOR PUBLIC RECORDS:**

Proposals may be reviewed by any person after the “Notice of Intent to Make an Award” letter has been issued, subject to the terms of Section 24-72-201 et. seq., C.R.S., as amended, Public (open) Records.

**1.8 PROPRIETARY INFORMATION:**

Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal, *i.e.*, uploaded in a separate file. Such a request must include the proposer’s justification for the material to be treated as proprietary or confidential. The request will be reviewed and either approved or denied by the CDOT Purchasing Director. If denied, the proposer will have the opportunity to withdraw its entire proposal, or to remove the proprietary restrictions. **NEITHER COST NOR PRICING INFORMATION NOR A TOTAL PROPOSAL WILL BE CONSIDERED PROPRIETARY.** If any of the materials submitted by the Vendor to CDOT are clearly and prominently labeled trade secret, privileged information, or confidential commercial, financial, geological, or geophysical data by the Contractor, CDOT will endeavor to advise the Contractor of any request for the disclosure of such materials prior to making any such disclosure. Under no circumstances, however, will CDOT be responsible or liable to the Contractor or any other Person for the disclosure of any such labeled materials, whether the disclosure is required by law, by court order or occurs through inadvertence, mistake or negligence on the part of CDOT. CDOT will inform Vendor if a request for the information is made by a third party and will give Vendor a chance to defend against any action seeking the materials. Any information that will need to be included in any resulting contract cannot be considered confidential.

**1.9 REJECTION OF PROPOSALS:**

HPTE reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the State to do so. Failure to furnish all information or to follow the proposal format requested in this RFP may disqualify the proposal. Any exceptions to the Statement of Work must be clearly identified in the proposal. Inclusion of exceptions does not guarantee acceptance by the State of such variation, and may instead lead to rejection of the proposal as non-responsive.

**1.10 INCURRING COSTS:**

Notwithstanding the statute, HPTE is not liable for any costs incurred by proposers prior to issuance of a legally executed contract. All costs to prepare and submit a response to this solicitation shall be borne solely by the proposer.

**1.11 EVALUATION CRITERIA:**

An evaluation will be made by a committee selected to evaluate the merits of all proposals received according to the evaluation criteria defined in Section 3. The recommendations of this group will be forwarded to the Purchasing Director for approval.

- 1.11.1 Failure of the proposer to provide in his/her proposal any information requested in this RFP may result in disqualification of the proposal. It is the sole responsibility of the proposing individual or firm to ensure all information requested in the RFP is included.
- 1.11.2 A responsiveness checklist will be utilized by the Purchasing Agent to determine the responsiveness of the proposal. These criteria will be graded as yes, no, or non-applicable (N/A) and include:
  - (a) Proposal received on time via BidNet Direct
  - (b) All items are priced clearly in unit measures specified
  - (c) No exceptions to terms or other solicitation language
  - (d) Signature of Company Officer to the proposal/offer
  - (e) Specs/Drawings submitted for products proposed as 'equal' to specified brand
  - (f) Financial information submitted per solicitation document
  - (g) Correct number of pages submitted per solicitation document
  - (h) DBE and/or SDVOSB documentation included and complete
- 1.11.3 During the evaluation process, discussions/interviews may be scheduled with proposers who submit proposals determined to be reasonably competitive for selection for award. It will be upon the recommendation of the evaluation committee if discussions/interviews for clarification are needed.
- 1.11.4 The Purchasing Agent may require the panelists to conduct interviews/demonstration with proposers should panelist scores not provide an apparent winner.
- 1.11.5 The award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made. No property interest of any nature shall accrue until the contract is awarded and signed by both parties. The specifications within this RFP represent the minimum performance necessary for response.

**1.12 ACCEPTANCE OF RFP TERMS:**

A proposal submitted in response to the RFP shall constitute a binding offer. A submission in response to the RFP acknowledges the acceptance of the terms and conditions.

Any requested changes to the terms and conditions in the RFP may be submitted as part of the proposal, with each such change request identified clearly and thoroughly. Failure to identify all requested changes to terms and conditions may result in the offer being considered non responsive.

**PLEASE NOTE: Additional changes not requested in the bid submission will not be considered. Submission of a proposal containing requested changes does not guarantee the acceptance of such changes by HPTE. At its discretion, HPTE may reject any offer with requested changes that may be extensive or unreasonable as determined by HPTE.**

**1.13 PROVISION FOR REQUIRED INSURANCE:**

Award of a contract will be contingent upon the successful proposer submitting certificates of insurance in accordance with the provisions of the sample contract, **Attachment B**.

**1.14 CONSULTANT CERTIFICATION:**

Proposers must submit a signed Consultant Certification Form, with their proposal, **Attachment A** to this RFP.

**1.15 CONFLICT OF INTEREST:**

By submission of a proposal, proposer agrees that, at the time of contracting, the proposer has no interest, direct or indirect, that would conflict in any manner or degree with the performance of the required services.

**1.16 SOLICITATION RESPONSE AND COVER SHEET:**

The cover page for this RFP - must be completed and signed, by a person authorized to bind the proposer, and must be included in the proposal response.

**1.17 PRE-BID MEETING/WALKTHROUGH (MANDATORY)**

All proposers whom are interested in submitting a response to this solicitation ***MUST*** attend a pre-bid meeting scheduled for 1:00 pm on July 20<sup>th</sup>, 2021 – **THIS IS A MANDATORY REQUIREMENT**. To attend this meeting, an RSVP is required. Proposers must contact the Purchasing Agent listed on page one of this RFP document via e-mail ***no later than 12:00 pm MOUNTAIN TIME on July 19<sup>th</sup>, 2021.***

Once the list of attendees has finalized, the Purchasing Agent listed on page one of this RFP document will send instructions for the location of the meeting.

**Vendors whom do not attend the walkthrough will not be permitted to submit a proposal. Any proposals received from vendors whom do not RSVP for and attend the walkthrough will be rejected as non-responsive.**

**1.18 RESERVED**

**1.19 INTENT TO AWARD:**

All proposers will be notified in writing regarding the results of the RFP evaluation. Upon review and approval of the evaluation committee's recommendation for award(s), the CDOT Procurement Office will issue a "Notice of Intent to Award" letter to the apparent successful proposer(s).

After a proposer is selected, an "Intent to Award" is issued and bid results are updated **on the following:**

[https://docs.google.com/spreadsheets/d/1Rt5KRPWVhstqbOEmFjTe0EuHpAHVIsrymLmgIL\\_8mrI/edit#gid=1105556832](https://docs.google.com/spreadsheets/d/1Rt5KRPWVhstqbOEmFjTe0EuHpAHVIsrymLmgIL_8mrI/edit#gid=1105556832).

The "Notice of Intent to Award," by itself, does not guarantee the performance of such work/services. After the ten day protest period has ended and any controversies are resolved, the offeror must successfully negotiate and execute a contract before work can begin. Apparent successful proposer(s) shall not take any actions(s) to prepare for or start the performance of the RFP work/services until a contract is fully negotiated and executed.

**1.20 PROTESTED SOLICITATIONS AND AWARDS:**

Any actual or prospective proposer or contractor who is aggrieved in connection with the solicitation or award of a contract may submit a protest to a Procurement Official at [dot\\_procurement@state.co.us](mailto:dot_procurement@state.co.us). The protest shall be submitted in writing within ten (10) business days after such aggrieved person knows, or should have known, of the facts giving rise thereto per CRS §24-109-102. Protests received after the ten-business-day period shall not be considered.

The written protest shall include, as a minimum, the following:

- (a) The name and address of the protestor;
- (b) Appropriate identification of the procurement by proposal, RFP, or award number;
- (c) A statement of the reasons for the protest; and
- (d) Any available exhibits, evidence or documents substantiating the protest.

**1.21 CONTRACT:**

HPTE has provided as **Attachment B** a Sample Contract that it expects to enter into with the successful proposer. Reference Section 1.12 regarding requested changes to the terms and conditions. The initial term of the Contract shall be 1 year from date of execution through the initial term of the award. The State, may renew the term of the Contract for up to four (4) additional terms of up to 1 year with a maximum term of 5 years. Proposer agrees to deliver under this solicitation for the full initial term and any renewals. HPTE may renew services contingent upon: (1) the results and recommendations generated through this contract; (2) the State's satisfaction and acceptance of the selected vendor's services and deliverables upon completion of each anticipated contract year; and (3) availability of funding to continue services.

**1.22 RESERVED**

**1.23 AWARD OF CONTRACT:**

The award will be made to the proposer(s) whose response is/are determined to be the most advantageous to the State of Colorado, price and other factors considered, subject to negotiation and execution of an acceptable contract.

HPTE will award this solicitation and enter into a contract with the winning Proposer(s) through an executed State of Colorado contract. HPTE intends to award to Offerors capable of fulfilling HPTE's current anticipated volume needs. However, should HPTE determine, at any time during the term of the resulting contract(s), that the number of awarded contractors is not adequate to properly fill HPTE's needs, HPTE reserves the right to make awards to Offerors who submitted responses to the original solicitation but were not awarded, or to re-issue the solicitation and make additional awards as necessary. If the solicitation is re-issued, current contractors in good standing will not be required to respond.

**1.24 DURATION OF PROPOSAL/OFFER:**

It is the intent of HPTE to select a vendor within 30 days of the deadline for receipt of proposals. However, proposal proposals must be firm and valid for award for at least 180 days after the deadline for receipt of proposals.

**1.25 NEWS RELEASES:**

News releases pertaining to this RFP shall NOT be made prior to execution of a contract, and then will be made only with the approval of HPTE.

**1.26 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

1.26.1. By submission of their proposal, each proposer certifies as to its own organization, that regarding this solicitation:

- (a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly to any other proposer or to any competitor; and
- (c) No attempt has been made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

**1.27 TAX EXEMPTION:**

The State of Colorado is exempt from all Federal, State and Local Government Use Taxes. Proposer is advised that when materials are purchased in certain political subdivisions the seller may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.

**1.28 FUNDS AND COMPENSATION:**

Fund availability after the current fiscal year are contingent upon the funds being appropriated, budgeted, and otherwise made available for other fiscal years. If the funds are not appropriated (made available), any resulting contract will become null and void, without penalty to the State of Colorado or HPTE.

**1.29 BACKGROUND, OVERVIEW, GOALS:**

See attached Statement of Work – **Attachment C**.

**1.30 STATEMENT OF WORK:**

See attached Statement of Work – **Attachment C**.

**1.31 RESPONSIBILITIES**

See attached Statement of Work – **Attachment C**.

**1.32 SUBMISSION OF CONFIDENTIAL/PROPRIETARY INFORMATION**

All material submitted in response to this RFP will become subject to the Colorado Open Records Act, C.R.S Section 24-72-201 et. Seq. Under no circumstances, will HPTE be responsible or liable to the Contractor or any other Person for the disclosure of any such labeled materials, whether the disclosure is required by law, by court order or occurs through inadvertence, mistake or negligence on the part of HPTE.

HPTE neither requests nor encourages the submission of confidential/proprietary information in response to this RFP. All written requests for confidentiality shall be submitted in with Offeror's proposal response in strict adherence with the following procedures. Questions regarding the application of this procedure must be directed to the Purchasing Agent facilitating this RFP.

**PROCEDURE FOR SUBMISSION:**

- (a) Written request for confidentiality shall be electronically submitted directly to the purchasing agent no less than **48 hours** in advance of proposal submission date and deadline along with written submittal which must state specifically what elements of the proposal should/would be considered confidential/proprietary. In the subject line of the e-mail to the Purchasing Agent the vendor shall place “**REQUEST FOR CONFIDENTIAL/PROPRIETARY INFORMATION – (BID NUMBER)**”. This has no bearing on the proposal submission deadline, which will remain unchanged. Specific reasoning, rooted in Colorado law such as the Colorado Open Records Act and applicable case law, as to why each element is to remain confidential, other than recitation of a specific state or federal statute, is required. In other words, Offerors cannot simply cite the CORA statute; they must provide explicit reasoning.
- (b) The CDOT Purchasing Official will make a written determination as to the apparent validity of any request for confidentiality. The written determination of the Purchasing Official will be sent to the proposer. Proposals that are determined to be at variance with this procedure may be declared non-responsive by the Purchasing Official, and not given further consideration.
- (c) If CDOT accepts the vendor request for confidentiality/proprietary information, the confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. The written request must state SPECIFICALLY, AND IDENTIFY BY PAGE NUMBER, what elements of the proposal are to remain confidential. The request must also IDENTIFY THE BASIS for the claim of confidentiality, OTHER than a recitation of a SPECIFIC State or Federal statute. The proposal, along with approved confidential/propriety information must be received by the proposal deadline listed in this document.
- (d) Confidential/propriety information MUST be readily IDENTIFIED, MARKED and SEPARATED/PACKAGED from the rest of the proposal. Co-mingling of confidential/propriety information and other information is NOT acceptable.
- (e) NEITHER COST NOR PRICING INFORMATION NOR A TOTAL PROPOSAL WILL BE CONSIDERED PROPRIETARY
- (f) Any information that will need to be included in any resulting contract cannot be considered confidential

HPTE’s point of contact will make a written determination as to the apparent validity of any written request for confidentiality/proprietary status and the written determination will be sent to the Offeror. After award, the proposals shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data, C.R.S. Title 24, Article 72, Part 2 as amended.

**1.33 ORAL PRESENTATION/SITE VISITS:**

Proposers may be asked to make oral presentations or to make their facilities available for a site inspection by the evaluation committee. Such presentations and/or site visits will be at the proposer’s expense and for the total evaluation committee and the Purchasing Agent.

**1.34 PRICING AND BEST AND FINAL OFFERS:**

Proposed pricing shall be firm. Estimated proposal prices/amounts are not acceptable. Proposal pricing shall be adequate to cover all expenses in the performance of all the requirements of this RFP.

If the evaluation committee determines it is in the best interest of the State of Colorado, best and final offers may be requested and evaluated in determining the successful proposer(s) after oral interviews are completed.

**1.35 RFP CANCELLATION:**

The State reserves the right to cancel this Request for Proposal at any time, without penalty.

**1.36 PARENT COMPANY:**

If a proposer is owned or controlled by a parent company, the name, main office address and parent company’s tax identification number shall be provided in the proposal.

**1.37 RESERVED:**

**1.38 CHOICE OF LAW:**

The laws of the State of Colorado shall govern in connection with the formation, performance and the legal enforcement of this solicitation and any resulting contract. Further, Title 24, C.R.S. as amended, Article 101 through 112 and Rules adopted to implement the statutes govern this procurement.

**1.39 RESERVED**

**1.40 COLORADO PROCUREMENT MODERNIZATION ACT:**

As of August 9, 2017 the Colorado Procurement Modernization Act is in effect. As a result the following terms for all existing and future contracts will be void as a matter of law under Colorado Revised Statute 24-106-109:

- (a) Any term that requires the State to indemnify or hold harmless the vendor or a 3rd party.
- (b) Any term that requires the State to agree to binding arbitration or any other binding extra-judicial dispute resolution process.
- (c) Any limitation of liability that includes bodily injury, death or damage to tangible property.
- (d) Any term that requires legal disputes to be handled by any laws other than those of the state of Colorado. All contracts shall be governed by Colorado law.

All contracts containing terms 1.40 a-d above shall otherwise be enforceable as if they did not contain such terms.

**1.41 EQUAL OPPORTUNITY AND NON-DISCRIMINATION:**

HPTE, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**1.42 SUBCONTRACTING:**

HPTE may award a single contract or multiple contracts. Subcontracting will be allowed under the resulting award(s). Awarded vendors will be the Prime Contractor and will be fully accountable to HPTE for assuring that its subcontractors comply with all terms of the contract between HPTE and the Prime Contractor. All Subcontractors will be subject to the same State and Federal Laws, Assurances and Certifications as the Prime Consultant.

**1.43 COMPLIANCE WITH FEDERAL REQUIREMENTS**

When a procurement involves the expenditure of federal assistance or federal contract funds, the Procurement Official shall comply with the appropriate federal law and the rules and regulations promulgated pursuant to such laws which are mandatorily applicable.

**1.44 FEDERAL CLAUSES AND CERTIFICATIONS**

Awarded Vendor(s) will be required to complete Federal Clauses and Certifications attached as Exhibit D prior to final award and execution of the contract.

**1.45 RESPONSIBILITY OF VENDORS AND CONTRACTORS:**

A determination of responsibility or non-responsibility shall be governed by C.R.S. 24-103-401.

**1.46 STANDARDS OF RESPONSIBILITY**

- (a) Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective contractor or vendor:
  - 1) has or can obtain the appropriate financial, material, equipment, facility, personnel resources and expertise to indicate the capability to meet all contractual requirements;
  - 2) has a satisfactory record of performance;
  - 3) has a satisfactory record of integrity;
  - 4) does not appear on any debarred lists;
  - 5) is qualified legally to contract with the state; and
  - 6) has supplied all necessary information in connection with the inquiry concerning responsibility.
- (b) The prospective contractor or vendor shall supply information requested by the procurement official concerning the responsibility of such contractor. If such contractor or vendor fails to supply the requested information, the chief procurement officer or procurement official shall base the determination of responsibility upon any available information.

**1.47 ABILITY TO MEET STANDARDS**

The prospective contractor or vendor may demonstrate the availability of necessary financing, equipment, facilities, expertise, and personnel by submitting upon request:



- (a) Evidence that such contractor possesses such necessary items;
- (b) Acceptable plans to subcontract for such necessary items; or
- (c) A documented commitment from, or explicit arrangement with a satisfactory source to provide the necessary items.

**1.48 WRITTEN DETERMINATION OF NON-RESPONSIBILITY REQUIRED**

If a prospective contractor or vendor who otherwise would have been awarded a contract is found to be non-responsible, a written determination of non-responsibility setting forth the basis of the finding shall be prepared by the procurement official. A copy of the determination shall be sent promptly to the non-responsible prospective contractor or vendor. The determination shall be made part of the procurement record.

**1.49 PARTICIPATION:**

The State encourages all vendors regardless of size or ownership, including businesses owned by women, minorities and veterans opportunity to participate in this solicitation.

In accordance with 49 CFR Parts 23 and 26 and 14 CFR Part 152, the Colorado Department of Transportation and the contractors, subcontractors, cities, counties and other local entities with whom it does business will take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and participate in contracts and subcontracts financed with state and federal funds.

**SECTION 2.0 - INFORMATION REQUIRED FROM PROPOSERS**

**2.1 BACKGROUND:**

The proposal should demonstrate the proposer's understanding of, and approach to, the described services, specifically addressing how *each element* of the Scope of Work will be accomplished.

**2.2 FORMAT FOR PROPOSALS:**

Submissions must be electronic and submitted through BidNet Direct **in one file**. If file size does not permit one file, then clearly mark the sections of your submittal.

Firms responding to this RFP should address the following items in no more than 15 pages (excluding appendices), minimum 11 pt. font, 8.5 x 11 letter size paper, 1 inch margins per submission. Do not leave pages blank. All pages must be clearly numbered and sections labeled. 11x17 formatting can be used if it's necessary to properly display charts, maps, or similar information in your appendices. Text should not be presented in 11x17 format.

Proposals should be submitted providing the information required in an organized manner following the topic headings listed below and must provide details of how your organization anticipates providing the services required. This format will allow for more efficient evaluation by the committee and provide proposers with a means of ensuring all requested information is included as part of the submitted documentation.

Proposals must detail the proposer's understanding of, and approach to, the project, including how each element of the Scope of Work will be accomplished, identification of any work to be performed, or anticipated to be performed, by subcontractors. This section of the proposal should contain information amounting to more than a mere duplication or rephrasing of the RFP; instead, the proposer should demonstrate an understanding of the State's needs and objectives. In other words, answer the question: What is the reason for this solicitation and work described herein?

To be considered responsive, proposers must adhere to and include the following when preparing their proposal:

- Reference by RFP subsections the information responding to.
- Describe in full the subject item. The description may be in narrative or outline format, while remaining as brief and concise as possible.
- Reference to, and attachment of, any supporting documentation assisting in the description of, or contribution to, any identified and addressed item.

Final submittal must include an index to assist in evaluation and review and comply with Section 1.4 of this RFP. The proposal should include details of the following:

**2.2.1 UNDERSTANDING & PROJECT APPROACH:**

- a) Provide a detailed explanation of how the Vendor will provide a security guards who has the qualifications listed the Scope of Work. Provide any other certifications, licenses, and qualifications that the Vendor will require of its security guards before placing such a guards at Burnham Yard.
- b) Explain the number of security guards that Vendor has available that meet the qualifications listed in the Scope of Work.
- c) Describe the trainings that Contractor will provide to any security guards to be placed at Burnham Yard. Include the title of the training, the length of the training, and a description of the training. Address the trainings listed in the Scope of Work and any additional trainings provided. Explain the frequency of those trainings, for example if there are refresher trainings that happen throughout the year.
- d) Provide Vendor’s Back-Up Staffing Plan: For example, if the guards assigned to Burnham Yard is sick or on vacation, how will Vendor provide a back-up to ensure coverage? How long will it take to get a back-up guard assigned if the security guards calls in sick that morning?
- e) What is Vendor’s turnover rate in regards to security guards?
- f) Will Vendor’s assigned security guards be able to perform the duties listed in the Scope of Work?
- g) Are there any other duties that Vendor proposes that their security guards could perform for the cost bid by the Vendor?
- h) Contractor shall identify ONE individual to will serve as Project Manager. The Project Manager will be responsible for managing all aspects of the contract on behalf of the Vendor.

**2.2.2 OVERALL EXPERIENCE & CAPABILITIES:**

Contractor shall identify two individuals who will serve as Co-Project Managers. One Project Manager will be primarily customer focused and shall be identified as such and one Project Manager will be primarily data/analyses focused and shall be identified as such.

- a) Define a clear approach to assist HPTE in meeting its security needs.
- b) Define a clear approach to executing the tasks identified in the Scope of Work.

**2.2.3 QUALIFICATIONS & ABILITY TO PROVIDE SERVICES:**

- a) Provide details that demonstrate how Vendor meets the mandatory requirement of being a security company with licensed security guards as listed in the scope of work for both Armed and Unarmed security services. HPTE is NOT soliciting individual, temporary hourly leased workers.
- b) Provide a detailed description of the Vendor’s experience, including the number of years, in providing security guards services.
- c) How will Vendor ensure that the security guards assigned to Burnham Yard is performing his or her work in a professional and satisfactory manner? For example, does Vendor use performance evaluations, and if so what do they measure and how often? Does Vendor send a supervisor to check in on the guards, perform a uniform inspection, provide competency tests or trainings, or perform other activities to ensure that the assigned security guards are performing up to standards? When Vendor finds that a security guards is not performing up to standards, what corrective actions does Vendor use? Confirm that Vendor understands that HPTE may, in its sole discretion, require that a security guards be removed from the Post at any time, for any reason and that the removal of a security guards shall not relieve the Contractor of its obligations under the Contract.

**2.2.4 BUDGET (FEES AND EXPENSES):**

**COST PROPOSAL**

Contractor shall complete the work identified in this **Exhibit C – Scope of Work** based on the following Cost Proposal:

**A. Labor Costs**

	Employee Classification	Labor Rate	Total Hours	Total Cost
1.				
2.				
3.				

Total Labor Costs: \$ \_\_\_\_\_

**B. Materials, Equipment, and Other Costs**

	Item Description	Quantity	Total Cost
1.			
2.			
3.			

Total Materials/Equip/Other Costs: \$ \_\_\_\_\_

C. Total Project Cost

The total estimated project cost is \$ \_\_\_\_\_.

The above project budget includes all fees, costs, and expenses, including, but not limited to, labor costs, travel expenses, parts, service, repair, removal, replacement, mileage charges, supplies, mailing charges, installation, testing, communications, order and order tracking, reporting, debugging, analysis, delivery charges, and other expenses unless otherwise specified. Only one price/rate increase will be considered during any Renewal Term following the Initial Term.

HPTE reserves the right to purchase additional products/services per the specification as detailed in the Statement of Work and the agreed upon final pricing. All employee rates of pay will be compared to HPTE figures of the same employee classifications.

Proposal must also include the maximum rate of escalation for successive years in the event of contract renewal.

**2.3 REQUIRED APPENDICES (NOT COUNTED TOWARDS PAGE COUNT):**

**2.3.1 SOLICITATION AND RESPONSE COVER SHEET**

**2.3.2 RESUMES:**

Attach resumes for key staff only, they should be limited to one page each and should contain information describing that person's experience with similar projects.

**2.3.3 REFERENCES:**

List at least three references you have worked similar projects with and for.

Reference checks may be performed to verify information and to ascertain the quality of the services provided. HPTE reserves the right to pursue and contact references related to projects named in the proposal; however, reference checks are not limited to contacts explicitly named in the proposal. While checking references, HPTE reserves the right to contact any individual or entity that may be relevant.

**2.3.4 ATTACHMENT A – CONSULTANT CERTIFICATION**

**2.4 OPTIONAL APPENDICES (NOT COUNTED TOWARDS PAGE COUNT):**

- 2.4.1 Sample Reports
- 2.4.2 Charts
- 2.4.3 Graphs
- 2.4.4 Other Supporting Documentation

**2.5 VETERANS PREFERENCE:**

Proposers should be aware of C.R.S. 24-103-905 which sets a goal of at least 3% of all contracts by dollar value be awarded to Service Disabled Veteran Owned Small Business (SDVOSB), who must be incorporated or organized in Colorado or they must maintain a place of business or have an office in Colorado and who are officially registered and verified as a SDVOSB by the *Center for Veteran Enterprise within the U.S. Department of Veteran Affairs*. ([www.vip.vetbiz.gov](http://www.vip.vetbiz.gov))

Service Disabled Veteran Owned Small Business (SDVOSB), in accordance with Procurement Code C.R.S. 24-103-905, an Offeror claiming status as a service disabled veteran owned small business must identify itself as such in its proposal and provide documentation of its certification from the United States Department of Veteran Affairs with its proposal response.

SDVOSB preference will be used as a scored criterion in the evaluation and ranking of proposals received in response to this RFP solicitation.

**THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY**

## SECTION 3 - EVALUATION CRITERIA

### 3.1 AWARD OF PROPOSAL:

This section will outline the evaluation criteria to be used by the evaluation committee in the review, rating, and selection of submitted proposals.

After evaluation of the written proposals, HPTE *may* request oral presentations from top-ranked proposers. The highest ranked proposals will be given fair and equal treatment during the second (optional) phase of the evaluation. Oral presentations will only be used to adjust existing proposal scores accordingly (per the same evaluation criteria), based upon the information discussed at the presentation. The top-ranked proposal(s) (following conclusion of all phases of the evaluation) shall be recommended, by the evaluation committee, to enter into contract negotiations. The contract(s) will be awarded to those proposer(s) whose proposal (conforming to the RFP) is/are deemed to be the most advantageous to the State of Colorado, price and other factors considered.

### 3.2 EVALUATION PROCESS:

- 3.2.1 Failure of the proposer to provide any information requested in the RFP may result in disqualification of the proposal as nonresponsive. It is the responsibility of the proposer to provide all information required by this RFP.
- 3.2.2 Proposal Scoring: The sole objective of the evaluation committee will be to score the responses and recommend the proposer(s) whose proposal is/are most advantageous to the State of Colorado, taking into consideration all evaluation factors set forth herein. The specifications detailed in this RFP represent the minimum performance necessary for such response. Following independent review and panel discussion, the successful proposer(s) will be the one(s) accumulating the highest number of points (of a maximum 100) at the conclusion of the final stage of the selection process and whose proposal(s) is/are deemed most advantageous to the State.
- 3.2.3 The top ranked proposal(s), following independent review and panel discussion, will be recommended either for award or, if the evaluators deem in appropriate, to make an oral presentation.
- 3.2.4 The recommendations of this committee will then be forwarded by the purchasing agent, to the CDOT Procurement Director for review and final approval.

### 3.3 EVALUATION CRITERIA:

The complete proposal package will include, *but not be limited to*, evaluation using the factors listed below. These factors are designed to incorporate specific evaluation of the items presented in this RFP.

Proposals should not repeat what is written in the Statement of Work, but rather evidence the proposer's understanding of the State's requirements and its ability to provide the services needed within a clearly defined and cost-effective budget.

1. **Understanding and Project Approach - describes clear understanding of HPTE goals and proposal and contains all required information including certifications and specific information about task in Scope of Work: (25%)**
  - a. Proposal demonstrates an understanding of the reasons and objectives for the required work through description of project operation, including:
  - b. Availability and commitment of personnel assigned to the project
  - c. Ability to produce timely and accurate reports as indicated;
  - d. Proposal evidences an understanding of the nature of the work required under this RFP and the methodologies involved;
  - e. The submitted proposal is described in sufficient detail - in terms of both work and budget allocations by task – thereby inspiring confidence that the proposer can/will be successful in achieving the project objectives within the constraints of available funds and contract time;
  - f. The proposer's methodology is scientific, practical, sound, innovative, and organized in logical sequence;
  - g. Proposal evidences an ability to respond and complete work assignments in a timely manner;
  - h. Proposal shows an ability by the vendor to apply innovative processes and solutions throughout the duration of the agreement.
  - i. Proposal provides a clear approach to assist HPTE in meeting its security needs.
  - j. Proposal provides a clear approach to executing the tasks identified in the Scope of Work.

2. **Overall Experience & Capabilities - describes relevant experience of the firm, proposed staff and team experience and clearly demonstrate expertise for this contract: (35%)**
  - a. Proposal provides a detailed explanation of how the Vendor will provide a security Guards who has the qualifications listed the Scope of Work.
  - b. Proposal provides certifications, licenses, and qualifications that the Vendor will require of its security Guards before placing such a Guards at Burnham Yard.
  - c. Proposal provides the number of security Guards that Vendor has available that meet the qualifications listed in the Scope of Work.
  - d. Proposal provides the trainings that Contractor will provide to any security Guards to be placed at Burnham Yard. Include the title of the training, the length of the training, and a description of the training.
  - e. Proposal provides the trainings listed in the Scope of Work and any additional trainings provided.
  - f. Proposal provides the frequency of those trainings, for example if there are refresher trainings that happen throughout the year.
  - g. Proposal provides Vendor's Back-Up Staffing Plan.
  - h. Proposal provides Vendor's turnover rate.
  - i. Proposal addresses whether Vendor's assigned security Guards be able to perform the duties listed in the Scope of Work.
  - j. Proposal provides Vendor suggestions on any other proposed duties by security Guards.
  - k. Proposal provides ONE individual to will serve as Project Manager and identifies this individual.
3. **Qualifications and Ability to Provide Services - Sufficient staff/availability to perform in a timely manner, clear description of ability to respond and complete projects in a timely manner: (15%)**
  - a. Proposal details that demonstrate how Vendor meets the mandatory requirement of being a security company with licensed security Guards as listed in the scope of work for Unarmed security services.
  - b. Proposal provides detailed description of the Vendor's experience, including the number of years, in providing security Guards services.
  - c. Proposal provides detailed description that ensures security Guards assigned is performing his or her work in a professional and satisfactory manner and procedures for ensuring compliance and detailing any corrective actions that would be taken.
  - d. Proposal documents that the Vendor understands that HPTE may, in its sole discretion, require that a security Guards be removed from the Post at any time, for any reason and that the removal of a security Guards shall not relieve the Contractor of its obligations under the Contract.
4. **Budget and Narrative - describes cost effective and efficient staffing/procedures that demonstrate quality value of final product: (10%) (can be more, but not less)**
  - a. Information is provided as requested in Section 2.5 and no unacceptable modifications to the terms and conditions outlined in this RFP are proposed.
5. **Feasibility and Completeness: (5%)**
  - a. The proposal is both adequate and complete, as defined through the RFP.
  - b. The proposal inspires confidence in production of a quality-required product, solicited under the RFP.
6. **Exceptions to Standard Contract Template: (10%)**
  - a. The proposal contains few to no requested exceptions to the Colorado Department of Transportation's Standard Contract template, terms, and conditions.
7. **Service Disabled Veteran Owned Small Business (SDVOSB) Certification: (5% preference if applicable)**



## SERVICE DISCLOSURE FORM

### Vendor Disclosure Statement

In compliance the *Contractor Performance Outside the United States or Colorado*, CRS 24-102-206, the awarded Supplier is required to disclose information on where the services will be performed under this award.

### Indicate percent and value of Services Performed:

**Outside Colorado** - \_\_\_\_\_% \$ \_\_\_\_\_ value

**Outside United States** - \_\_\_\_\_% \$ \_\_\_\_\_ value

### Independent contractor information.

Please select **Yes, No, or NA (Not applicable)** for each question.

	YES	NO	NA
Is the State the only client the contractor works with?			
Is the contractor registered with the Secretary of State's Office and/or the IRS to conduct business as an independent contractor?			
Does the contractor hire retired state employees to perform the work?			
Does the contractor have their own place of business?			
Does the contractor offer services to the general public and have other clients?			
Does the contractor need to be trained by the State to be able to provide the service?			
Does the contractor determine how and when the services will be performed?			
Does the contractor work on state property?			
Does the State control the route or location where the work must be performed?			
Does the State provide the contractor with equipment, tools or materials to conduct the work?			
Does the contractor have unemployment and workers' compensation insurance?			
Does the contractor have direct daily control over state employees?			
Is your company a sole proprietor?			
Does the contractor bill by an hourly rate?			
Does the contractor bill by a lump sum?			
Is your company a sole Proprietor?			