

RETURN TO:
Department of General Services
PURCHASING DIVISION
201 West Colfax Avenue
Department 304, 11th Floor
Denver, CO 80202
Phone: (720) 913-8100
FAX: (720) 913-8101

CITY AND COUNTY OF DENVER



Department of General Services
PURCHASING DIVISION
www.denvergov.org/purchasing

Buyer: Andrew Miskell
Andrew.Miskell@denvergov.org

REQUEST FOR PROPOSAL

Request for Proposal No. 0790A (2018)

Offender Monitoring Products, Services, and Solutions

SCHEDULE OF EVENTS

| | | | |
|---|-----------------|------------|------------|
| • Proposal Issued | July 16, 2018 | | |
| • Pre-Proposal Conference | July 31, 2018 | 12:00 P.M. | Local Time |
| • Deadline to Submit Additional Questions | August 2, 2018 | 4:00 P.M. | Local Time |
| • Response to Written Questions | August 7, 2018 | | |
| • Proposal Due Date | August 15, 2018 | 4:00 P.M. | Local Time |

Vendor offers to furnish to the City and County of Denver the materials, supplies, products or services requested in accordance with the specifications and subject to the Terms and Conditions described herein.

VENDOR SIGN HERE

Company Name: _____

By: _____
(Printed or Typed Name)

Signature: _____
Signature constitutes acceptance of all Terms and Conditions listed on this form and all documents attached.

Email: _____

Phone: _____

THIS PROPOSAL MUST BE RETURNED ELECTRONICALLY THROUGH THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET®).

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SECTION A: NATIONAL COOPERATIVE OVERVIEW AND GENERAL INFORMATION

A.1 U.S. COMMUNITIES OVERVIEW:

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) helps Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein “Lead Public Agencies”). The contracts are available for use by the respective Lead Public Agency and, also, by other Participating Public Agencies. The City and County of Denver (the City) is acting as the Lead Public Agency for this process.

A.2 NATIONAL SPONSERS:

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein “National Sponsors”).

A.3 ADVISORY BOARD:

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each [Advisory Board Member](#) is expected to actively participate in solicitations, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

| | |
|------------------------------------|---------------------------------------|
| Auburn University, AL | Great Valley School District, PA |
| Beaverton School District, OR | Harford County Public Schools, MD |
| City and County of Denver, CO | Hennepin County, MN |
| City of Charlotte, NC | Los Angeles County, CA |
| City of Chicago, IL | Maricopa County, AZ |
| City of El Paso, TX | Miami-Dade County, FL |
| City of Houston, TX | North Carolina State University, NC |
| City of Kansas City, MO | Onondaga County, NY |
| City of Los Angeles, CA | Port of Portland, OR |
| City of Ocean City, NJ | Prince William County Schools, VA |
| City of Seattle, WA | San Diego Unified School District, CA |
| Cobb County, GA | State of Iowa, IA |
| Denver Public Schools, CO | State of Louisiana, LA |
| Emory University, GA | The Ohio State University, OH |
| Fairfax County, VA | The School District of Collier County |
| Fresno Unified School District, CA | |

A.4 PARTICIPATING PUBLIC AGENCIES:

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2.7 Billion Dollars in products and services annually. Each month more than 500 new users register to participate. The continuing rapid growth of public agency participation is fueled by the Program's proven track record of providing unparalleled value to public agencies.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

City and County of Denver is acting as "Contracting Agent" for the Participating Public Agencies and shall not be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached as Section F.

A.5 ESTIMATED NATIONAL VOLUME:

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is fifty million (\$50,000,000.00) dollars annually over the course of the contract. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, City and County of Denver and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency and will promote the Master Agreement among other public agencies nationwide. The Advisory Board in 2017 purchased more than \$168 Million Dollars of products and services from existing U.S. Communities contracts.

A.6 MARKETING SUPPORT:

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above,
- Over 90 State and Regional Sponsors,
- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training and a host of marketing and sales management tools to effectively increase sales through U.S. Communities.

A.7 EVALUATION OF PROPOSALS:

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) whose response(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

The remainder of this page left blank intentionally

SECTION B: CITY OF DENVER GENERAL INFORMATION & PROPOSAL INSTRUCTIONS

B.1 BACKGROUND AND SCOPE:

The City and County of Denver (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, higher education institutions, other government agencies and nonprofit organizations in the United States of America (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Offender Monitoring Products, Services, and Solutions (herein “Products and Services”).

B.2 TERMS AND DEFINITIONS:

Throughout the solicitation documents, there are terms which are synonymous and interchangeable, such as “Vendor”, “Supplier”, “Contractor”, or “Proposer”, “Proposal” and “Bid,” and “Agreement” or “Master Agreement” and “Contract.”

B.3 RFP OBJECTIVES:

The following objectives are the identified goals for this proposal at the time of release:

- 1) Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- 2) Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies;
- 3) Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- 4) Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- 5) Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- 6) Provide Participating Public Agencies with environmentally responsible products and services

B.4 ROCKY MOUNTAIN E-PURCHASING (BidNet):

The City is collaborating with Rocky Mountain E-purchasing System (BidNet) in the advertisement and facilitation of Formal Bids and Requests for Proposals (RFP) administered by the City's General Services Purchasing Division.

It is a requirement of this Formal Bid / RFP that interested parties familiarize themselves and register with BidNet; proposer/ contractors who do not register may be considered non-responsive.

Registration with BidNet is available at NO CHARGE and allows proposers access to view governmental bids posted on BidNet; they offer an additional notification service option with an associated fee. It is the responsibility of the proposer/ contractor to evaluate and select the service option of their choice.

The City is not responsible for the actions or lack thereof on the part of the proposer / contractor in regards to their interaction with BidNet, or any other third-party bid notification service in relation to this Formal Bid/RFP.

More information is available at: www.BidNetDirect.com or by calling 1-800-835-4603.

B.5 ELECTRONIC SUBMISSION OF PROPOSALS:

Submission of proposals for this solicitation may only be done electronically through BidNet®. Proposals must be submitted at www.BidNetDirect.com, no later than the date and time indicated in the proposal.

Proposers who feel they are unable to prepare and submit an electronic submittal should submit a request in writing to the Buyer, no later than the Question due date, for permission and instructions for submitting a hardcopy proposal. Proposals submitted after the due date listed within the Schedule of Events may result in the proposing Vendor's submission be deemed non-responsible and excluded from the evaluation process, unless otherwise approved by the Buyer of Record in writing.

B.6 FORMAT OF PROPOSALS:

Proposing Vendors will provide their final proposals in the format provided with this proposal. Proposing Vendors may use 2016 MS Office applications (Word, Excel, Power Point) or Adobe Acrobat XI Pro (or earlier version) for formats of submission of the required documents.

Supplemental or supporting documents may be submitted by proposing Vendors, however, all supporting documents submitted shall still adhere to the approved formats stated above. If a proposing Vendor wishes to use a different format, written permission from the Buyer of Record will be required.

B.7 MATERIALS REQUIRED WITH SUBMISSION:

This proposal contains the following documents, which includes items that have been identified as requirements to be submitted prior to the submission due date listed within the Schedule of Events:

Required Completion with Final Proposal Submission:

- 1) Main Bid Document – Signed Coversheet
- 2) Executive Summary
 - a. A brief, concise statement that summarizes the level of description of the contents of the proposal
 - b. Executive Summary shall be on Proposer letterhead, typed, and submitted as its' own document
- 3) Technical Proposal
 - a. Proposer shall respond to each requirement in the Scope of Work – Section D
 - b. Local Staffing Plan
- 4) Pricing Proposal – Section E
- 5) Sample Contract and Certification Form – City of Denver
 - a. Reviewed and submitted with redlines – Section F
- 6) Answers to Vendor Questions – Section C.11
- 7) Supplier Qualifications
 - a. Includes a narrative of the Proposer's understanding and acceptance of the Supplier Commitments
- 8) Supplier Worksheet for National Program Consideration
 - a. Completed and Signed – Section G.3
- 9) Administration Agreement – US Communities
 - a. Reviewed and submitted signed and unaltered– Section G.5
- 10) Resumes and Account Team information, including team qualifications and experience

Informational Documents provided as part of this RFP:

- 1) US Communities Material – Section G
- 2) EA Technology Standards – This is a City of Denver ONLY standard

Additional Required Documents as part of this RFP:

- 1) Company's most recent Dun & Bradstreet report – Section C.11.8
- 2) Company's most recent audited income statement and balance sheet
- 3) Diversity and Inclusiveness Form (XO 101) – Completed via the link in Section B.25
- 4) Greenprint Sustainability Information Sheet – Section H.3
- 5) A current copy of the proposing Vendor's W-9
- 6) Vendor Information Sheet
- 7) Cloud Services – Security Requirements – This is a City of Denver ONLY requirement
- 8) The City reserves the right to request additional information during the evaluation phase in order to clarify a Vendor's submitted proposal

B.8 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be conducted the date and time listed in the Schedule of Events, front page. Location of Pre-Proposal will be at the following location, unless otherwise stated by the Buyer of Record:

**Wellington Webb Municipal Building
Purchasing Department
11th Floor – Room 11.D.3
201 West Colfax Ave
Denver, CO 80202**

The proposal terms and conditions will be reviewed and discussed at this time. If the location, date/time, or nature of the Pre-Proposal Conference is changed the Buyer of Record will issue an addendum at least twenty-four (24) hours prior to the date and time listed within the Schedule of Events.

Changes to the nature of the pre-bid include the possibility of a Skype or WebEx pre-bid, however, if this is the case, an addendum shall be published with instructions. This change may be driven by the vendor/supplier community needs.

B.9 PROPOSAL QUESTIONS:

The City shall not be bound by and the Vendor shall not request or rely on any oral interpretation or clarification of this proposal. Therefore any questions regarding this proposal are encouraged and should be submitted in writing by email to:

City Buyer: **Andrew Miskell**
E-Mail: Andrew.Miskell@denvergov.org

Questions received up to deadline to submit question in the Schedule of Events will be answered in writing per the Schedule of Events. Answers to questions from any Vendor will be provided to all Vendors.

All communications regarding this proposal shall only be through the City's buyer listed above. No communication is to be directed to any other City personnel.

B.10 ADDENDA:

In the event it becomes necessary to revise, change, modify or cancel this Proposal or to provide additional information, addenda will be issued and made available on BidNet. It is the responsibility of the proposer/contractor to confirm that they have acquired all addenda related to this solicitation and they have reviewed/complied with the requirements therein.

B.11 ACCEPTANCE PERIOD:

Proposals in response to this proposal shall indicate that they are valid for a period no less than 180 days from the closing date.

B.12 PRICING INSTRUCTIONS:

All prices quoted shall be firm and fixed. Pricing shall be in the format contained in the proposal. Alternative approaches for the pricing of the requested products and services may be provided, however, such alternate approaches shall be described separately and must be in addition to the format in the pricing section. Do not include cost or price figures anywhere except in the cost and pricing section.

B.13 TECHNICAL REQUIREMENTS/STATEMENT OF WORK:

Section C of this proposal contains our proposed Scope of Work and/or Technical Requirements. This document shall form the basis of a Contractual Agreement covering the subject matter of this proposal. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on vendor's letterhead and accompany proposal. Any exceptions to this documentation will be taken into consideration when evaluating proposals submitted. The City reserves the right to reject any or all of your proposed modifications. The City welcomes cost saving proposals which still satisfy all technical and business objectives.

B.14 PROPOSAL CONDITIONS AND PROVISIONS:

This proposal must be signed by a duly authorized official of the proposing company. The completed and signed proposal (together with all required attachments) must be returned to the Department of General Services on or before the time and date of the deadline shown on page one. ***This proposal MUST be returned in a sealed envelope or if applicable electronically through the Rocky Mountain E-purchasing System (BidNet®).***

All participating Vendors, by their signature hereunder, shall agree to comply with all of the conditions, requirements and instructions of this proposal as stated or implied herein. Any alteration, erasure or interlineation by the Vendor in this proposal shall constitute cause for rejection by the Manager of General Services. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on vendor's letterhead and accompany proposal. Should the City omit anything from this proposal which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the Vendor shall secure written instructions from the Manager of General Services at least forty-eight (48) hours prior to the time and date shown in page one.

Typographical errors in entering quotations on proposal may result in loss of award of this proposal.

All Vendors are required to complete all information requested in this proposal. Failure to do so may result in the disqualification of proposal.

The City reserves the right to postpone or cancel this proposal, or reject all proposals, if in its judgment it deems it to be in the best interest of the City to do so.

Unit price for each item shall be shown and shall be for the unit of measurement indicated. In case of error in extension of prices, the unit price will govern.

The Manager of General Services reserves the right to waive any technical or formal errors or omissions and to reject any and all proposal(s), or to award contract for the items hereon, either in part or whole, if he deems it to be in the best interests of the City to do so.

The successful Vendor shall be in complete compliance with all of the specifications, terms and conditions of this proposal as outlined above. The City shall have the right to inspect the facilities and equipment of the successful Vendor to insure such compliance.

The City shall not be liable for any costs incurred by vendor in the preparation of proposals or for any work performed in connection therein.

B.15 GRATUITIES AND KICKBACKS:

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee (within six months of termination from City employment), or for any employee or former employee (within six months of termination from City employment) to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any City and County of Denver employee, the proposal shall be disqualified and shall not be reinstated.

B.16 NON-COLLUSIVE VENDOR CERTIFICATION:

By the submission of this proposal, the vendor certifies that:

- A. The proposal has been arrived at by the vendor independently and has been submitted without collusion with any other vendor.
- B. The contents of the proposal have not been communicated by the vendor, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the vendor or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the proposal.
- C. No vendor shall submit more than one proposal for this purchase. It shall be the responsibility of each vendor to obtain the prior written permission of the Director of Purchasing before proposal opening in every situation in which the vendor, due to corporate association or other affiliation, may be found to be impermissibly associated with another vendor. Failure to observe this requirement could result in all such affiliated proposals being rejected.

B.17 ESTIMATED QUANTITIES – CITY AND COUNTY OF DENVER

Quantities listed are the City and County of Denver's best estimate and do not obligate the Buyer to order or accept more than City and County of Denver's actual requirements during the period designated, as determined

by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting Contractual Agreement is to supply the City with its complete actual requirement of the materials specified in this proposal for the designated period.

The City and County of Denver estimates, the approximate spend to be nine million (\$9,000,000.00) dollars over the course of the next five (5) years. This amount is considered to only be an estimate and does not obligate the Buyer or the City to purchase the estimated amount.

B.18 TERM PERIOD OF CITY CONTRACT:

The term of this contract will be for three (3) years beginning February 1, 2019 and ending January 31, 2022.

The City may, at its option, renew the term of this Contract up to a maximum of two (2) years, one (1) year at a time. The Proposer shall be notified in writing by the City's Purchasing Department of its intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Request for adjustment in cost of services must be substantiated and justified and must be approved by the City Purchasing Director.

At any time after the date of the Request for Proposal the Contractor makes a general price reduction in the comparable price of any services covered by the contract to customers generally, an equivalent price reduction based on similar services and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced).

B.19 EVALUATION:

The criteria to be used for the proposal evaluation may include but is not limited to:

- a) Price
- b) Response to Vendor questions/issues
- c) Technical merit
- d) Schedule
- e) Program management
- f) Quality considerations
- g) Responsiveness to contract provisions
- h) National and Local Capabilities
- i) Other materials or demos that may be required upon submittal or for clarification purposes (as applicable)

No weighting or relative importance of criteria is intended or implied by this list.

The City may request oral presentations as part of the evaluation process. Additionally, the City reserves the right to conduct negotiations with one or more Vendors.

Any award as a result of this proposal shall be contingent upon the execution of an appropriate contract. Section F of this proposal contains our proposed terms and conditions. These terms and conditions shall form the basis of a Contract covering the subject matter of this proposal. If there is contention(s) with the Terms and Conditions, a brief explanation and alternative language, if any, should be included in your response to Section F. Any exceptions to the Terms and Conditions will be taken into consideration when evaluating proposals submitted. The City reserves the right to reject any or all of your proposed modifications.

B.20 AWARDS:

Due to the nature of the items requested on this proposal, and the importance of the services that they impact, the City and County of Denver reserves the right to award multiple Vendors across all line items. Prices must be shown for each item listed. Proposals submitted without individual item prices listed will be considered as non-responsive and rejected.

B.21 PRODUCT/PERFORMANCE LITERATURE:

Complete manufacturer's literature and specifications must be furnished by each vendor on the brand name products he/she is quoting to furnish. The City and County of Denver reserves the right at the time of final evaluation of this proposal, to request of any technical data, test results or other pertinent information.

The undersigned vendor shall agree to furnish, upon the written request of the City's Buyer, any additional information needed to substantiate or clarify the design and/or performance characteristics of the materials he proposes to furnish. The successful vendor may be required to furnish manuals on items proposed, plus current repair parts price sheets.

B.22 SUSTAINABILITY POLICY AND GUIDANCE:

The City & County of Denver, through its Office of Sustainability and Executive Order 123, is committed to protecting the environment, and the health of the public and its employees. In accordance with this policy, City agencies are directed to procure cost-competitive products and services that minimize resource consumption and negative impacts on the environment and human health.

In requesting proposals for the City, when specifically required in the evaluation criteria, expects all responsive proposers to demonstrate commitment to and experience in environmental sustainability and public health protection practices applicable to their line of services. The City during its evaluation processes will actively assess the quality and value of all proposals.

Vendors, when applicable, are to follow standards and recommendations of the United States Environmental Protection Agency EPP program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council, including the Leadership in Energy and Environmental Design (LEED) program.

B.22.a Environmentally Preferable Purchasing (EPP) Guidance and Prohibitions:

The City defines Environmentally Preferable products and services as having a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. The City's EPP evaluation may extend to raw materials acquisition, energy consumption in manufacturing and transport, packaging, recyclability, waste disposal, and many other factors.

B.23 DISCLOSURE OF CONTENTS OF PROPOSALS:

All proposals become a matter of public record and shall be regarded as Public Records, with the exception of those specific elements in each proposal which are designated by the proposer as Business or Trade Secrets and plainly marked “Trade Secrets”, “Confidential”, “Proprietary”, or “Trade Secret”. Items so marked shall not be disclosed unless disclosure is otherwise required under the Open Records Act. If such items are requested under the Open Records Act, the City will use reasonable efforts to notify the proposer, and it will be the responsibility of the proposer to seek a court order protecting the records, and to defend, indemnify, and hold harmless the City from any claim or action related to the City’s non-disclosure of such information.

B.24 PROOF OF REGISTRATION WITH THE COLORADO SECRETARY OF STATE:

Successful vendors that are corporations or limited liability companies will be required to furnish a Certificate of Good Standing from the Colorado Secretary of State’s Office, as proof that they are properly registered to do business in the State of Colorado, prior to finalization of award and contracting.

B.25 DIVERSITY AND INCLUSIVENESS – EXECUTIVE ORDER #101:

Definitions

Diversity: Diversity refers to the extent to which a contractor/consultant has people from diverse background or communities working in its organization at all levels, is committed to providing equal access to business opportunities and achieving diversity in procurement decisions for supplies, equipment, and services, or promotes training and technical assistance to diverse businesses and communities such as mentoring and outreach programs and business engagement opportunities.

Inclusiveness: Inclusiveness, for purposes of Executive Order No. 101, includes the extent to which a contractor/consultant invites values, perspectives and contributions of people from diverse backgrounds and integrates diversity into its hiring and retention policies, training opportunities, and business development methods to provide an equal opportunity for each person to participate, contribute and succeed within the organization’s workplace. Inclusiveness also includes the extent to which businesses have an equal opportunity to compete for new business opportunities and establish new business relationships in the private and public sector.

Requirements

Using the attached form, entitled “Diversity and Inclusiveness in City Solicitations Information Request Form”, please state whether you have a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service, and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Request Form will provide an opportunity for City contractors/consultants to describe their own diversity and inclusiveness practices. Contractors/Consultants are not expected to conduct intrusive examinations of their employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor/consultant’s current practices, if any.

Diversity and Inclusiveness information provided by City contractors/consultants in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from contractors/consultants will be in such reports.

SEE BID LINK BELOW TO COMPLETE THE XO 101 FORM

Proposers are to follow the instructions and submit a completed online copy of the “Diversity and Inclusiveness in City Solicitations Request Form” per the bid attachment XO 101. Failure to submit this form electronically will render your bid or RFP non-responsive. When completing this form, insert the Buyer’s email address listed above when prompted to enter whom from the City and County of Denver is conducting this solicitation.

Please link to the “Diversity and Inclusiveness in City Solicitations Information Request Form” Below:

<https://fs7.formsite.com/CCDenver/form341/index.html>

B.26 FEDERAL PROVISIONS:

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Vendor agrees to the applicable provisions set out below. The Vendor shall be responsible for determining which terms are applicable to its products and/or services.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). **DAVIS-BACON ACT COMPLIANCE** Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). **ANTI-KICKBACK ACT COMPLIANCE** Contractor agrees to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **CONTRACT WORK HOURS AND SAFETY STANDARDS** Contractor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Contractor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **CLEAN AIR AND WATER REQUIREMENTS** Contractor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. **ENERGY CONSERVATION REQUIREMENTS** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Contractor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. **BYRD ANTI-LOBBYING.** If the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

SECTION C: CITY OF DENVER GENERAL REQUIREMENTS

C.1 F.O.B. POINT:

Prices quoted shall be F.O.B. Destination and delivered, as required, to the City and County of Denver, or to any State Agencies and other State Departments, Political Subdivisions, Higher Education facilities, and non-profit that are allowed to participate from the resulting U.S. Communities agreement.

C.2 DELIVERY CONSIDERATIONS:

Deliveries are to be made as soon as possible after orders are placed and are anticipated within an industry standard acceptable period. Vendors proposing products not carried in stock as a policy for immediate delivery should not submit proposal on such items.

C.3 LOCAL STAFFING PLAN:

The Proposer shall provide the names, qualifications, experience, and proposed responsibilities for the personnel it proposes as Key Personnel for the City for work under the resulting awarded contract. This shall include the assigned Proposer representative, all trainers, project manager and team.

C.4 DEFECTIVE MATERIAL:

The successful vendor shall agree to accept, for full credit and return shipping charges, the return of any item received which is found to be deficient in quality or defective in packaging so as to render the item unusable for its intended purpose. Merchandise so designated shall be replaced at the full expense of the vendor within ten (10) business days.

C.5 WARRANTY GUARANTEE:

Vendor shall be fully responsible for any and all warranty claims, regardless of whether or not manufacturers of equipment, and/or its component parts, provide the actual warranty coverage. In addition, Vendor shall respond to requests for warranty assistance within one (1) business day.

C.6 WARRANTY:

Specify the Vendor location where warranty claims are to be sent:

Vendor: _____

Address: _____

City, State and Zip Code: _____

C.7 FELONY DISQUALIFICATION:

The vendor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the City pursuant to this proposal unless the vendor receives prior written permission from the Director of Purchasing. The Director of Purchasing may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to the City and County of Denver as a condition precedent to the grant of such permission.

C.8 PROCUREMENT CARDS: PAYMENT CONDITIONS

Awarded contractors are asked to have the capability of accepting the City's authorized Procurement Card as a method of payment. No price changes or additional fee(s) may be assessed when accepting the Procurement Card as a form of payment. Vendors unable to comply with this requirement are asked to indicate such exception on vendor letterhead. This exception will be taken into consideration during the evaluation of the received proposals.

C.9 EMERGENCY PURCHASES:

The City and County of Denver reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the vendor.

C.10 COOPERATIVE PURCHASING:

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City and County of Denver may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

C.11 SAMPLES:

Throughout out the term of the resulting contract(s) upon request, vendors are required to furnish a sample of the goods and/or services to be supplied at no cost to the City and County of Denver. Any sample submitted shall create an express warranty that the whole of the goods and/or services shall conform to the sample submitted. All samples submitted for testing from any Vendor shall be to determine quality of the Vendor's submitted product. All samples become the property of the City.

If proposal samples are required, then the sample(s) must be submitted, at no expense to the City, within forty-eight (48) hours from the date/time of request. Failure to comply with request, or failure of the sample to meet the required specifications, will be cause for the City to reject the vendor from consideration on that item. **The sample or samples that are required for each proposed item shall be wrapped together and plainly marked with item number and description of the sample, vendor name and proposal number.**

C.12 PROPOSER QUESTIONS AND REQUIREMENTS:

Your proposal must specifically address each of the questions/issues that are listed in the separate MS Word file that has accompanied this proposal, which is titled Attachment # 3 – Proposer Questions

The quality and detail of your responses will figure significantly in the overall evaluation of your proposal. Proposers are encouraged to give examples and provide additional information to support your compliance on each point. **To standardize the format of all proposals, Proposers are required to respond to all questions in the order given and to list the item number and restate the question prior to giving their answer. Failure to comply with this requirement may result in your proposal being declared non-responsive.**

C.13 DEMONSTRATION AND ORAL INTERVIEWS:

The City reserves the right to review a proposing Vendor's proposed model(s) in person during the evaluation process. If requested, the proposing Vendor shall demonstrate how the product functions, including but not limited to, how the product interacts with the technology and tracking component(s) that are listed within the Scope of Work in Section D of this proposal. Demonstrations may also include the City requesting samples and field testing the proposing Vendors model(s).

The City also reserves the right as part of the evaluation process for this proposal to conduct oral interviews with any proposing Vendor(s). All oral interviews will be conducted at a specific date and time to be determined by the City of Denver and the evaluation committee at a later date, which will be scheduled by the Buyer of Record.

If oral interviews are deemed as necessary by the City, then proposing Vendors will be expected to speak to the products and services included as part of the Vendor's proposal, answers submitted from Vendor Questions located in Attachment # 3 – Vendor Questions, as well as, any additional questions that the evaluation committee may have that result from review of the proposing Vendor's submittal.

C.14 VENDOR PERFORMANCE MANAGEMENT:

The Purchasing Department may administer a vendor performance management program as part this proposal and resulting contract. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services.

Awarded vendors may be required to furnish a performance report to the buyer on an annual basis, no later than the anniversary date of the applicable Master Purchase Order or City Contract, providing at a minimum the following information:

FOR GOODS

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Percentage of items shipped from local stock
- Percentage of items backordered
- Average delivery time for stock material
- Average delivery time for backorders

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SECTION D: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

The Scope of Work for this proposal can be found in a separate document entitled RFP # 0790A (2018) - Attachment # 2 – Section D - Scope of Work. All equipment, technical requirements, monitoring and reporting, system support, and software requirements can be found in the aforementioned attachment.

All proposing Vendors are required to review the scope of work that has been provided prior to final submittal of all proposals. Submission of proposals constitutes acknowledgment of review of the Scope of Work.

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SECTION E: PRICING / PROPOSAL ITEMS

E.1 PRICING INFORMATION:

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal. This section should address all requirements set forth in Section D as well as any other items pertinent to your proposal pricing such as additional discounts for increased quantities, etc. The requirements have been developed to allow the City to uniformly evaluate prices submitted for the work. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments.

Any omissions in this proposal shall be identified by each Vendor and incorporated into their proposal including any omissions for software, hardware, support etc. which is necessary to the success of the project and must be identified as a separate line item with pricing and included as part of this proposal. The City will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. The City reserves the right to purchase part or the entire proposal.

E.2 CHANGES:

The City will not consider change orders or amendments unless it is deemed a change in the original scope of the project. All items not itemized in the pricing above which are instrumental to completing the project will be at the cost of the vendor to supply at no additional charge to the City.

E.3 PRICING INSTRUCTIONS:

Pricing shall be in the format contained in the RFP. Alternative approaches for the pricing of the requested products and services may be provided; however, such alternate approaches shall be described separately and must be in addition to the format below. Do not include cost or price figures anywhere except in the Cost Proposal.

E.4 PRICING:

All prices quoted shall be firm and fixed for the specified contract period and shall be all inclusive of labor, materials, transportation, general and administrative overhead, training, maintenance and profit

E.5 PROPOSAL ITEMS:

All pricing shall be in usage day format, in the following order for Pricing Items 1, 2, and 3 listed in Section E.6, below:

- a. **Active, Passive and/or Hybrid Global Positioning Satellite Tracking:** The complete range of active, passive and/or hybrid global positioning satellite tracking products, services and solutions offered by Supplier. Include all service reporting levels offered.
- b. **Radio Frequency (RF) Tracking:** The complete range of radio frequency tracking products, services and solutions offered by Supplier.
- c. **Video and/or Voice Tracking/Verification/Message Reporting:** The complete range of video and/or voice tracking/verification/message reporting products, services and solutions offered by Supplier.
- d. **Alcohol Monitoring:** The complete range of alcohol monitoring products, services and solutions offered by Supplier, including continuous alcohol monitoring, continuous alcohol monitoring/radio frequency (RF) tracking and mobile breath alcohol monitoring.
- e. **Supplemental Support Services:** Secure, on-line 24/7/365 live operator and call center support that provides services to alleviate agency/officer workload by providing administrative assistance including automated check-ins, data entry for documenting contacts and activities, alert management, warrant and fee processing.
- f. **Smartphone Application:** A secure smartphone application and supervision tool offered by Supplier, utilized as an alternative or in conjunction with electronic monitoring devices, which provides offender GPS location information, biometrically verifies offender identity, and provides offender tools to increase positive outcomes.
- g. **Data Analytics Software:** A secure data analytics software package offered by the Supplier, which utilizes electronic monitoring data to analyze client behavior and calculate potential risks.
- h. **Online Monitoring Software:** The secure online monitoring software available from the Supplier, that officers will utilize to manage agency, officer, and offender data, view status, complete monitoring tasks in real-time, and is accessible 24x7 from any web-based computer or mobile device with internet access.
- i. **Related Products, Services and Solutions:** Additional related products, services or solutions available from the Supplier, such as but not limited to, day reporting center for adult and juvenile offenders, field service electronic monitoring program, victim alert device, etc.

E.6 CONSIDERATIONS DURING VENDOR PRICING:

1) INSERT ALL PRICING STRUCTURES AND SERVICE LEVELS OFFERED FOR CONSIDERATION.

This pricing structure is to assume all entry and installation is conducted by City personnel. Include all pricing options and service plans to be considered in the evaluation of the RFP. Pricing should be Usage Day cost for equipment and all incidentals and accessories required to provide service for that piece of equipment.

2) COST PROPOSAL FOR ALL THE ABOVE CATEGORIES INCLUDING MONITORING AND INSTALLATION/DEACTIVATION

This pricing structure is to assume all entry and installation is conducted by Vendor personnel. Include all pricing options and service plans to be considered in the evaluation of the RFP. Pricing should be Usage Day cost for equipment and all incidentals and accessories required to provide service for that piece of equipment.

3) TIERED NATIONAL PRICING

Proposer is to propose pricing using your applicable (quantity) thresholds for all items in 1 and 2 above. Pricing should be structured in as flexible a manner as possible to allow for the different configurations of many public agencies with diverse needs. Denver pricing shall correspond with the discount structure proposed nationally. **Failure to have pricing correspond may be cause for rejection of your offer.**

The remainder of this page left blank intentionally

SECTION F: SAMPLE CONTRACT AND PROVISIONS

This section shall include your response to our proposed terms and conditions included in this Section F and shall form the basis for the preparation of a Contractual Agreement covering the subject matter of this Proposal.

You shall respond in your proposal either that all terms and conditions are acceptable or that some are acceptable and some are not. Underline or highlight those words, phrases, sentences, paragraphs, etc. that are not satisfactory and note any exceptions by referencing the appropriate article number, a brief explanation and alternative language, if any, and submit same on a separate typewritten sheet. Any exceptions will be taken into consideration when evaluating your proposal.

NOTE: The City of Denver's Sample Contract and Provisions have been included in this RFP as a separate MS Word document for the Vendor's convenience and is titled as Attachment # 4 – Section F – Sample Contract (Denver).

The remainder of this page left blank intentionally

SECTION G: US COMMUNITIES SUPPLIER AND CONTRACTING INFORMATION

Further information regarding US Communities requirements regarding the Supplier and potential award, can be found in an the additional MS Word document that has been provided and is titled as **Attachment # 5 – Section G – US Communities Info.**

Please note that all participating Vendors for this Request for Proposal shall be able to follow and adhere to the US Communities requirements that are stated in this section. Failure to be able to accommodate these needs shall result in a Vendor's proposal being declared as non-responsive.

The remainder of this page has been left blank intentionally

SECTION H: ADDITIONAL REQUIRED INFORMATION

H.1 REFERENCE LISTING:

Vendors shall furnish the names, addresses and telephone numbers of a minimum of three (3) government organizations for which the vendor has provided similar projects within the last twelve (12) months:

Company Name _____

Address _____

Reference _____

Reference Email Address _____

Telephone Number _____

Project Name _____

Value \$ _____

Company Name _____

Address _____

Reference _____

Reference Email Address _____

Telephone Number _____

Project Name _____

Value \$ _____

Company Name _____

Address _____

Reference _____

Reference Email Address _____

Telephone Number _____

Project Name _____

Value \$ _____

H.2 VENDOR'S CHECK LIST:

The following check list should be used to ensure required documentation is attached to the proposal. If a document is not required for your proposal, write n/a in the blank.

1. Have you signed the front page of the proposal? _____
2. Have you reviewed all proposal prices, checked unit costs, extensions and totals? _____
3. Have you included manufacturer's names and reference numbers, as applicable? _____
4. Have you listed the quantities you will supply? _____
5. Have you supplied any alternatives or additional information on separate headed note paper? _____
6. Have you responded to or completed and included in your response **all** of the City's requirements, questions, forms, including the vendor sustainability form and other city requests (where applicable)? _____
7. Have you assured that there is sufficient time to transmit this proposal? The mailing envelope must be delivered on time, as specified in the proposal, to the correct address; the proposal must be sealed and marked with proposal number, date required and proposal title. _____
8. Have you enclosed relevant technical literature or samples (where applicable)? _____
9. Have you completed and included the XO-101 Diversity and Inclusivity Information Request Form? _____
10. Have you completed and included all required MBE, WBE, SBE documentation (where applicable)? _____

H.3 GREENPRINT DENVER VENDOR SUSTAINABILITY:

The City encourages vendors to demonstrate a commitment to and experience in environmental sustainability and public health protection practices applicable to its line of products and/or services being procured in this proposal. See Section A of this proposal for the Denver Sustainability Policy and Guidance. The following are examples of areas that may be addressed.

Explain how your products and/or services support the City’s goal of environmentally preferable purchasing:

- Manufacturing Process
- Product Content
- Transportation
- Packaging
- Performance
- End of Life
- Third Party Certification (Green Seal, Eco Logo, Design for the Environment, etc.)
- Other

Environmentally Preferred Purchasing Attributes
select all applicable attributes below

| | | | | | | | | |
|--------------------------|------|--------------------------------------|--------------------------|-------------------|--|--------------------------|-----|---|
| <input type="checkbox"/> | AQ | Indoor Air Quality - Product/Service | <input type="checkbox"/> | LH | Less Harmful Content | <input type="checkbox"/> | RC | Recycled Content |
| <input type="checkbox"/> | AQ-M | Indoor Air Quality - Manufacturer | <input type="checkbox"/> | LV | Low Volatile Organic Compounds - Product/Service | <input type="checkbox"/> | RR | Reconditioned / Remanufactured |
| <input type="checkbox"/> | AQ-V | Indoor Air Quality - Vendor | <input type="checkbox"/> | LV-M | Low Volatile Organic Compounds - Manufacturer | <input type="checkbox"/> | RU | Reusability |
| <input type="checkbox"/> | BB | Bio-Based | <input type="checkbox"/> | LV-V | Low Volatile Organic Compounds - Vendor | <input type="checkbox"/> | RY | Recyclability |
| <input type="checkbox"/> | BD | Bio-Degradable | <input type="checkbox"/> | NA | No Attributes | <input type="checkbox"/> | TB | Take-Back |
| <input type="checkbox"/> | DY | Durability | <input type="checkbox"/> | OA [‡] | Other Attributes - Product/Service | <input type="checkbox"/> | WE | Water Efficiency |
| <input type="checkbox"/> | EE | Energy Efficient - Product/Service | <input type="checkbox"/> | OA-M [‡] | Other Attributes - Manufacturer | <input type="checkbox"/> | 3-M | Third party certifications - Manufacturer |
| <input type="checkbox"/> | EE-M | Energy Efficiency - Manufacturer | <input type="checkbox"/> | OA-V [‡] | Other Attributes - Vendor | <input type="checkbox"/> | 3-V | Third party certifications - Vendor |
| <input type="checkbox"/> | EE-V | Energy Efficiency - Vendor | <input type="checkbox"/> | PD | Product Disassembly Potential | | | |

[‡] Describe *Other Attributes* (if applicable): _____

H.4 VENDOR INFORMATION:

| | | | | | | | | | | |
|--|---|--|--|----------------------------------|--------------------------------------|--|--------------------------------------|-------------------------------------|--|-----------------------------------|
| Information | Vendor | | | | | | | | | |
| | Business Name | Tax ID # (TIN or SSN) | | | | | | | | |
| | Business Address | Telephone Number | | | | | | | | |
| | City, State Zip | Fax Number | | | | | | | | |
| | Order Address (If different from above) | Email | | | | | | | | |
| | City, State, Zip | Ordering Email (If different from above) | | | | | | | | |
| | Remittance Name | <div style="text-align: center; font-weight: bold; margin-bottom: 5px;">Vendor Entity Type (check one)</div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td><input type="checkbox"/> Individual</td> <td><input type="checkbox"/> LLP/LLC</td> </tr> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Sole Proprietor</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Government</td> </tr> <tr> <td><input type="checkbox"/> Exempt/Non-Profit</td> <td><input type="checkbox"/> Employee</td> </tr> </table> | <input type="checkbox"/> Individual | <input type="checkbox"/> LLP/LLC | <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Corporation | <input type="checkbox"/> Government | <input type="checkbox"/> Exempt/Non-Profit | <input type="checkbox"/> Employee |
| | <input type="checkbox"/> Individual | | <input type="checkbox"/> LLP/LLC | | | | | | | |
| | <input type="checkbox"/> Partnership | | <input type="checkbox"/> Sole Proprietor | | | | | | | |
| | <input type="checkbox"/> Corporation | | <input type="checkbox"/> Government | | | | | | | |
| <input type="checkbox"/> Exempt/Non-Profit | <input type="checkbox"/> Employee | | | | | | | | | |
| Remittance Address | | | | | | | | | | |
| City, State, Zip | | | | | | | | | | |
| Dun & Bradstreet Number | | | | | | | | | | |
| SIC Code and/or NAICS Code | | | | | | | | | | |
| Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Yes <input type="checkbox"/> No Type (check all that apply) <input type="checkbox"/> DBE Disadvantage Business Enterprise <input type="checkbox"/> MBE Minority Business Enterprise <input type="checkbox"/> WBE Women Business Enterprise <input type="checkbox"/> SBE Small Business Enterprise <input type="checkbox"/> SBEC Small Business Enterprise Concessions <input type="checkbox"/> ACDBE Airport Concession Disadvantage Business Enterprise <input type="checkbox"/> Other: _____ | | Certification Source | | | | | | | | |
| | | Certification Number | | | | | | | | |
| | | Certification Beginning Date | | | | | | | | |
| | | Certification Expiration Date | | | | | | | | |