



Arapahoe County Finance Department  
Purchasing Division  
5334 South Prince Street, Room 480  
Littleton, Colorado 80120

**REQUEST FOR PROPOSAL  
COVER SHEET**

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Date: March 3, 2008  
Solicitation Number: 08-51  
Solicitation title: **GLASS REPLACEMENT**  
Proposal will be received until: April 3, 2008, 2:00 p.m., local time  
at 5334 S. Prince St., Room 480  
Goods or services to be delivered to or performed at: Various Arapahoe County Facilities  
For additional information please contact: Theresa M. Chappell, CPPB, Sr. Purchasing Agent  
303-738-7871  
Email Address: [tchappell@co.arapahoe.co.us](mailto:tchappell@co.arapahoe.co.us)  
Documents included in this package: Request for Proposal Cover Sheet  
General Terms and Conditions  
Special Terms and Conditions  
Specification and Scope of Work  
Pricing and Submission Form  
Agreement for Services

If any of the documents listed above are missing from this package, contact Arapahoe County Purchasing. If you require additional information, call Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

**PRINT OR TYPE YOUR INFORMATION**

Name of Company: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
Authorized Representative's Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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Arapahoe County Finance Department  
Purchasing Division  
5334 South Prince Street, Room 480  
Littleton, Colorado 80120

**REQUEST FOR PROPOSAL  
GENERAL TERMS AND CONDITIONS**

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**I. APPLICABILITY.** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" or "Responses") made to Arapahoe County (hereinafter referred to as "County") by all prospective suppliers (herein after referred to as "Vendors") in response, but not limited, to Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitations").

**II. CONTENTS OF OFFER**

**A. GENERAL CONDITIONS.** Vendors are required to submit their Offers in accordance with the following expressed conditions:

1. Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the County or the compensation to the Vendor.
2. Vendors are advised that all County contracts are subject to all legal requirements contained in the County's Purchasing Division's Policies and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
3. Vendors are required to state exactly what they intend to furnish to the County via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor's Offer, it shall be construed that the Vendor's Offer fully complies with all conditions identified in this Solicitation.
4. Arapahoe County intends and expects that the contracting processes of the County and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract. **Joint ventures are encouraged.** The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the County upon the County's request.
5. All Offers and other materials submitted in response to this Solicitation shall become the property of Arapahoe County. Information that is considered proprietary should be marked as such and will be returned to the Vendor(s) after the award is made.

**B. INSURANCE.** In part to assure the County that the Contractor is always capable of fulfilling the specified indemnification obligations, the Contractor must purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Section 4 of Exhibit A.

1. Contractor agrees to procure and maintain, at its own expense, for all work covered by this Agreement, the following policies of insurance:
  - a. Worker's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement:

Worker's Compensation

Each accident	Statutory
Each employee for disease	Statutory

Contractor shall comply with the requirements of the Worker's Compensation Act of Colorado and shall provide Worker's Compensation Insurance to protect the Contractor from and against any and all Worker's Compensation claims arising from performance of work under the Agreement. The requirements of this provision shall apply to the Contractor and to all subcontractors.

- b. Commercial General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage must be on an "occurrence" basis as opposed to a "claims made" basis. This insurance must pay on behalf of the Contractor all sums which the Contractor shall become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence up to the specified limits of liability for each occurrence.
- c. Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. Commercial Automobile Liability insurance must cover the Contractor for all sums which the Contractor shall become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence up to the specified limits of liability for each occurrence. This insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on and off the work site, and must include non-ownership and hired cars coverage.
- d. If indicated in Section 5 of Exhibit A, Errors and Omissions or Professional Liability Insurance with a minimum coverage as specified in Section 5 of Exhibit A, and for two years beyond the completion of all services under this agreement.
  - (1) The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.
  - (2) The policies required above shall be primary insurance, and any insurance carried by the County, its officers, or its employees shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.
  - (3) The Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to name the County, and its elected officials, officers, employees and agents as additional insureds. When Worker's Compensation and Professional Liability are required a certificate should be provided as evidence of such coverage.

The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination or a material change to the policies.

- (4) The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.
- (5) Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which County may immediately terminate this Agreement, or at its discretion, County may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Contractor to County upon demand, or County may offset the cost of the premiums against any monies due to Contractor from County.
- (6) The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

#### C. INSURANCE CERTIFICATES

1. The Contractor shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.
2. These certificates will serve as an indication to the County that the Contractor has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.
3. Insurance limits must be on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

Worker's Compensation Insurance. Each contractor and subcontractor shall maintain at its own expense until completion of its work and acceptance thereof by the County, Worker's Compensation Insurance, including occupational disease provisions, covering the obligations of the contractor or subcontractor in accordance with the provisions of the laws of the State of Colorado. The contractor shall furnish the County with a certificate giving evidence that it is covered by the Worker's Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions and provisions preventing cancellation without thirty (30) days prior notice to the County in writing.

#### D. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

1. Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the Technical Specifications outlined in this Solicitation, the Technical Specifications then the Special Terms and Conditions will prevail.
2. If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a **written request** via email for clarification to the Point of Contact listed on the first page of the solicitation. The Vendor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.

**Any official interpretation of this Solicitation must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.**

The County shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. A copy of such addenda will be available at the Rocky Mountain E-Purchasing System (BIDNET) website. The Vendor shall certify its acknowledgment of each addendum by signing each addendum and returning each signed addendum with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

**ADDENDA: VENDOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDA VIA THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE VENDOR NON-RESPONSIVE. EACH AND EVERY ADDENDUM MUST BE SEPARATELY ACKNOWLEDGED UTILIZING THE ADDENDUM ACKNOWLEDGMENT FORM AVAILABLE AT THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). ANY SUBMITTAL DEEMED NON-RESPONSIVE WILL BE RETURNED. ANY VENDOR DEEMED NON-RESPONSIVE WILL NOT HAVE THE RIGHT TO APPEAL AWARD DECISION(S)**

E. PRICES CONTAINED IN OFFER-DISCOUNTS, TAXES, COLLUSION

1. Vendors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award. Vendors are encouraged to provide their prompt payment terms in the space provided on the Solicitation's Specification and Pricing Form. If no prompt payment discount is being offered, the Vendor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Vendor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.
2. Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.

Federal Identification Number 84-6000740  
State of Colorado Tax Exempt Number 98-04527-0000

3. The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the County. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the County's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

**III. PREPARATION AND SUBMISSION OF OFFER**

A. PREPARATION

1. The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Vendor must be initialed **in blue ink** by the authorized agent of the Vendor.
2. Offers must contain, **in blue ink**, a manual signature of an authorized agent of the Vendor in the space provided on the Solicitation cover page. **The original cover page of this Solicitation must be included in all Offers. If the Vendor's authorized agent fails to sign and return the original cover page of the Solicitation, its Offer may be invalid and may not be considered.**

3. The Arapahoe County logo is trademarked and property solely of Arapahoe County. Vendors/bidders do not have permission to use our logo on any documentation or presentation materials and to do so would be a violation of our trademark
4. Unit prices shall be provided by the Vendor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested**. Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
5. Alternate Offers will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.
6. The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

**B. SUBMISSION**

1. The Offer shall be sealed in an envelope with the vendor's name and the solicitation number on the outside. The County's Specification and Pricing form, which is attached to this Solicitation, must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the County. No other form shall be accepted.
2. Offers submitted via facsimile machines will not be accepted.
3. Vendors, which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such, alternate terms and conditions in their Offers. The County reserves the right to declare Vendors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

**C. LATE OFFERS.** Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Vendor.

**D. VENDOR APPLICATION AND RETENTION ON VENDOR LIST**

1. All Vendors are required to have a current vendor application on file with the County's Purchasing Division prior to issuance of any Purchase Order or Notice of Award. It is the Vendor's responsibility to update its application with new addresses, telephone numbers, contact persons, and a listing of commodities and services provided by the Vendor.

Vendors may register themselves online by visiting <http://www.govbids.com>, then click on the link to the Rocky Mountain E-Purchasing System (RMEPS). The County (along with the other participating agencies shown on the Rocky Mountain System), posts all bids, quotes, amendments and award information on this website. If you need assistance when registering, or do not have Internet access, please contact BidNet® at 1-800-677-1997, ext #214. BidNet provides all technical and customer support for the RMEPS system and will be happy to assist you.

2. Once you are registered in the Rocky Mountain database you are automatically placed on the County's vendor list..
3. Vendors may view and print all formal solicitations and amendments online. Under no circumstances, however, will the County accept Offers for formal solicitations submitted via facsimile machines.

#### **IV. MODIFICATION OR WITHDRAWAL OF OFFERS**

- A. **MODIFICATIONS TO OFFERS.** Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the County's Purchasing Division must have the Vendor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County's Purchasing Division will be considered the valid modification.
- B. **WITHDRAWAL OF OFFERS**
1. Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.
  2. In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If an Offer is withdrawn by the Vendor during this ninety-day period, the County may, at its option, suspend the Vendor from the vendor list and may not accept any Offer from the Vendor for a six-month period following the withdrawal.

#### **V. REJECTION OF OFFERS**

- A. **REJECTION OF OFFERS.** The County may, at its sole and absolute discretion:
1. Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;
  2. Re-advertise this Solicitation;
  3. Postpone or cancel the process;
  4. Waive any irregularities in the Offers received in conjunction with this Solicitation; and/or
  5. Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the County.
- B. **REJECTION OF A PARTICULAR OFFER.** In addition to any reason identified in subsection A above, the County may reject an Offer under any of the following conditions:
1. The Vendor misstates or conceals any material fact in its Offer;
  2. The Vendor's Offer does not strictly conform to the law or the requirements of the Solicitation;
  3. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions;
  4. The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or Technical Specifications; or
  5. The Offer has not been executed by the Vendor through an authorized signature on the Specification's Cover Sheet.
- C. **ELIMINATION FROM CONSIDERATION**
1. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the County upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the County.

2. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the County, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

**VI. AWARD OF SOLICITATION.** The County shall award the solicitation to the successful Vendor through the issuance of a Notice of Intent To Award. All vendors that participated in the solicitation process will receive a copy of the Notice of Intent to Award letter. The General Terms and Conditions, the Special Terms and Conditions, any Technical Specifications, the Vendor's Offer, and the Purchase Order or Notice of Intent To Award are collectively an integral part of any agreement between Arapahoe County and the successful Vendor. Accordingly, these documents shall be incorporated into a separate contract for services or a Purchase Order. No services shall be provided until the Agreement for Services has been signed by the County and no products shall be provided until the Purchase Order has been signed by the Vendor.

**VII. APPEAL OF AWARD.** Solicitations are awarded based on several conditions, price being just one of the elements. Please check the Solicitation's Special Terms and Conditions to see what elements the award will be based on. Vendors may appeal the Notice of Intent to Award decision by submitting, **in writing**, to the County's Purchasing Manager, a request for reconsideration within 72 hours after the Notice of Intent to Award is sent to all participating vendors via Certified Mail, provided that the appeal is sought by the Vendor prior to the County finalizing a contract with the selected Vendor. Vendors who were deemed non-responsive are ineligible to participate in the appeal of award process.

#### **VIII. CONTRACTUAL OBLIGATIONS**

- A. **LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS.** Successful Vendors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).
- B. **DISPOSITION.** The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of the County.
- C. **EMPLOYEES.** All employees of the Vendor shall be considered to be, at all times, employees of the Vendor, under its sole direction, and not an employee or agent of the County. The County may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on County property is not in the best interest of the County. In accordance with the County's policy regarding the use of tobacco products, no employee of the Vendor shall be permitted to use tobacco products when performing work on County property.
- D. **DELIVERY.** Prices, quotes and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation's Special Terms and Conditions. Title and risk of loss shall pass to the County upon inspection and acceptance by the County at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Vendor defaults on its contract or the contract is terminated for cause due to performance, the County reserves the right to re-procure the materials or services from the next lowest Vendor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the County shall charge the Vendor any difference between the Vendor's price and the price to be paid to the next lowest Vendor, as well as any costs associated with the re-solicitation effort
- E. **MATERIAL PRICED INCORRECTLY.** As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the County discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

F. **ILLEGAL ALIENS.** As required by C.R.S. Section 8-17.5-102, the Contractor certifies and agrees as follows:

(1) The Contractor shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

(2) The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(3) The Contractor has verified or attempted to verify through participation in the "Basic Pilot Program, which is an employment eligibility confirmation program through the U.S. Department of Homeland Security and the Social Security Administration, that the Contractor does not employ any illegal aliens; however, if the Contractor is not accepted into the "Basic Pilot Program" prior to entering into this Agreement, Contractor shall apply to participate in the "Basic Pilot Program" every three months until the Contractor is accepted or this Agreement has been completed, whichever is earlier. (For information on applying to the "Basic Pilot Program," the Contractor may log on to <https://www.vis-dhs.com/employerregistration>). Notwithstanding the foregoing, compliance with this subsection is not required if the "Basic Pilot Program" is discontinued, if the Contractor does not employ any employees or if the Contractor is a governmental entity.

(4) The Contractor shall not use the "Basic Pilot Program" procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(5) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Contractor shall: (a) notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(6) The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. Section 8-17.5-101(5).

(7) If the Contractor violates any of the provisions of this section the County may immediately terminate this Agreement effective upon the receipt by Contractor of written notice of termination from the County, and the Contractor shall be liable for actual and consequential damages to the County.

**IX. MODIFICATIONS TO EXISTING CONTRACT.** Terms and conditions may be added, modified, and deleted upon mutual agreement between agents of the County and the Vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through a Memorandum of Understanding and executed by authorized agents of the County and the Vendor prior to the enactment of such modifications.

#### **X. TERMINATION OF CONTRACT**

A. The County may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the County as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The County shall be the sole judge of non-performance.

B. The County may cancel the contract upon thirty days written notice for reason other than cause. This may include the County's inability to continue with the contract due to the elimination or reduction of funding.



Arapahoe County Finance Department  
Purchasing Division  
5334 South Prince Street, Room 480  
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**REQUEST FOR PROPOSAL  
SPECIAL TERMS AND CONDITIONS**

**SUBMISSION OF OFFERS:** The original Offer must be received before the due date and time as specified in this solicitation. The Vendor is responsible for addressing the envelope as indicated below. If the proposal arrives late, it will be returned unopened. Address the envelope as follows:

Arapahoe County  
Purchasing Division  
5334 South Prince Street, Room 480  
Littleton, CO 80120

ATTN: Theresa M. Chappell, CPPB  
Sr. Purchasing Agent  
RFP 08-51

**SCHEDULE OF ACTIVITIES:** The following activities and dates are just a tentative outline of the process to be used to solicit vendor responses and to evaluate each vendor proposal.

March 3, 2008 .....	Issue Request for Proposal
March 17, 2008 .....	Deadline for submitting questions
April 3, 2008 .....	Proposal submittal deadline
May 1, 2008 .....	Award contract

**PURPOSE: TO ESTABLISH A CONTRACT FOR SERVICES:** The purpose of this Solicitation is to purchase Glass Replacement services for all Arapahoe County Facilities as specified herein from a source(s) of supply that will give prompt and efficient service to the County.

**TERM OF CONTRACT:** This contract shall commence on May 1, 2008 and shall remain in effect through May 1, 2009.

**METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE:** It is the intent of the County to award this Contract to the Vendor who receives the highest score when the Responses submitted by interested Vendors are reviewed by the County's Response Evaluation Committee. For this Solicitation, the Evaluation Committee will score Responses based on the following criteria:

- a. Satisfy Business Requirements  
Five years in Business (minimum)
- b. Satisfy Technical needs and requirements  
Current on all appropriate licenses and certifications (copies included with proposal)  
Number of experienced employees and list of their qualifications (licenses and certifications)
- c. Clearly identified plan for learning our equipment
- d. Reputation (minimum of three similar recent/current services)
- e. Clearly identified understanding of work requested
- f. Clearly identified understanding of required response time
- g. Clearly identified list of Demonstrated Quality Standards
- h. Cost

The County reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the County will not disclose any information derived from proposals

submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

**PRIMARY VENDOR DESIGNATION:** While the Method of Award contained within these Specifications prescribes the method for determining the lowest responsive, responsible Vendor, the County reserves the right to award this contract to the designated lowest Vendor as the Primary Vendor and to the designated second lowest Vendor(s) as the Secondary Vendor(s). If the County exercises this right, the Primary Vendor shall be given the first opportunity to perform the service or deliver the goods identified in this contract. If the Primary Vendor declines this opportunity, the County shall seek the identified goods or services from the Secondary Vendor(s).

**OPTION TO RENEW FOR SUBSEQUENT YEARS (MAINTAINING SAME PRICES):** The prices or discounts quoted in this Solicitation shall prevail for term of the contract, at which time the County shall have the option to renew the contract for subsequent one year periods, provided, however, that the Vendor will maintain the same prices or discounts that were awarded during the initial contract. The optional renewal periods shall not exceed three years. Continuation of the contract beyond the initial period is a County prerogative and not a right of the Vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

**LOCAL OFFICE SHALL BE REQUIRED:** Due to the service level required in conjunction with this Solicitation, the Vendor shall maintain an office within the Metro Denver, Colorado, area. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

**CLEAN UP AFTER PROJECT IS COMPLETED:** All unusable materials and debris shall be removed from the County premises. At completion, the successful Vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with a Facilities Supervisor.

**LICENSES REQUIRED FOR TRADES:** Professional contractors performing services in/for the County must show that they have been duly licensed by the municipality where the work is being performed, if required by that municipality, prior to being awarded a contract by the County.

**COOPERATIVE PURCHASING EFFORTS:** The County is a member of the Multiple Assembly of Procurement Officials (MAPO). The geography of the MAPO lies along the front range of the Rocky Mountains from the Fort Collins/Greeley area in the north to Colorado Springs in the south. The County hereby requests that any member of the MAPO be permitted to avail itself of this contract and purchase any and all items specified herein from the successful Vendor(s) at the contract price(s) established herein. Each MAPO member which uses a contract(s) resulting herefrom would establish its own contract, issue its own orders, be invoiced therefrom, make its own payments, and issue its own exemption certificates as required by the Vendor. It is understood and agreed that the County is not a legally binding party to any contractual agreement made between a MAPO member and the Vendor as a result of this Solicitation.

**COMPETENCY OF VENDORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED:** Pre-award inspection of the Vendor's facility may be made prior to award of contract. Responses will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services as described in this Solicitation for a minimum period of five (5) years prior to the date of this Solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the County. The County reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the County) in making the award in the best interests of the County.

**QUALIFICATIONS OF BIDDER:** The County may make such investigations as deemed necessary to determine the ability of the Bidder to perform work, and the Bidder shall furnish all information and data for this purpose as the County requests. Such information includes but not limited to: current/maximum

bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

**INDEMNIFICATION OF COUNTY BY SUCCESSFUL VENDOR:** The Contractor shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against any and all losses, damages, liabilities, claims, suits, actions or awards, including costs, expenses and attorney fees, incurred or occasioned as a result of the acts or omissions of the Contractor, or its principals, employees, agents or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Contractor's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

**NON-APPROPRIATION:** Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1<sup>st</sup> of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation.

**MATERIAL PRICED INCORRECTLY:** As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the County discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

**EQUAL OPPORTUNITY:** Arapahoe County intends and expects that the contracting processes of the County and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract. **Joint ventures are encouraged.** The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the County upon the County's request.

**ADDENDUMS: VENDOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDUMS VIA THE ROCKY MOUNTAIN EPURCHASING SYSTEM (BIDNET). FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUM(S) MAY DEEM THE VENDOR NON-RESPONSIVE. ADDENDUM AND ALL SUBSEQUENT ADDENDUMS MUST BE ACKNOWLEDGED UTILIZING THE ADDENDUM ACKNOWLEDGMENT FORM AVAILABLE AT THE ROCKY MOUNTAIN EPURCHASING SYSTEM (BIDNET). ANY SUBMITTAL DEEMED NON-RESPONSIVE WILL BE RETURNED. ANY VENDOR DEEMED NON-RESPONSIVE WILL NOT HAVE THE RIGHT TO APPEAL AWARD DECISION(S)**

**SUBMISSION OF OFFERS:** An **ORIGINAL AND FOUR (4), A TOTAL OF FIVE, COPIES** of each Offer must be received at the time and place specified in this Solicitation. Failure to submit the required number of copies may deem the vendor non-responsive.



Arapahoe County Finance Department  
Purchasing Division  
5334 South Prince Street, Room 480  
Littleton, Colorado 80120

**REQUEST FOR PROPOSAL  
SPECIFICATION AND SCOPE OF WORK**

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**I. SPECIFICATIONS**

Arapahoe County (the County) is seeking responses from qualified glass replacement vendors for a maintenance and services agreement.

All materials, supplies and equipment furnished or services performed under the terms of this purchase order or contractual agreement shall comply with all applicable OSHA safety rules and E.P.A. regulations as well as with other applicable federal, state and local codes.

The County, as represented by the Facilities and Fleet Management Department, intends to use the results of this process to award a service trades contract. All work must receive prior authorization from and be directed by the Facilities and Fleet Department representative.

All Vendor's must be licensed or certified to perform work and shall keep current all appropriate required licenses for the term of the contract. Include copies of all required licenses with your proposal.

**II. SCOPE OF WORK**

Arapahoe County (the County) consists of twenty-eight facilities, located throughout the County. The County is over sixty miles in length and over thirty miles in width. The age and size of our facilities varies greatly. Our largest facilities are over 100,000 square feet, and the age of our facilities range from six to over thirty years old. The County is continually changing in size and function. Over the next few years, substantial growth in the number and size of our facilities are scheduled. The approximate square footage of our current facilities is over 1.3 million.

The Vendor will provide Arapahoe County with Glass Replacement. A Facilities Supervisor will schedule this per location.

The County expects the Vendor to be knowledgeable of the equipment and competent to provide assessment and problem resolution when called upon. The Vendor must be able to provide a comprehensive maintenance schedule that demonstrates an understanding of manufacturers' requirements and specifications.

The Vendor will be required to give an itemized price summary of total cost per location.

Arapahoe County expects the Vendor to be knowledgeable of the equipment and competent to provide Assessment and problem resolution when called upon.

When arriving and leaving a County Facility the Vendor will be required to have all service tickets validated by a County employee.

The Vendor must provide evidence that it has the capacity to respond quickly to service calls and to resolve issues in a timely manner. The Vendor shall have a network of suppliers and resources to resolve the problem quickly and at a reasonable cost. The County expects the majority of work to be done by the Vendor and only in rare exceptions requiring a subcontractor and then only where specified in this agreement.

Subcontractors are only to be utilized when the cost and/or time of service request justifies use. All Subcontractors are subject to the same requirements as the primary Vendor, and it is the responsibility of

the primary Vendor to enforce those requirements. Utilization of subcontractors must have the approval of a Facility Manager prior to beginning work.

Routine / Preventative Maintenance (PM): Upon notification by a representative of the Facilities and Fleet Department, the Vendor will be required to respond via telephone, e-mail or on-site visit within 24 hours to discuss details of the routine or preventative maintenance to be scheduled.

Emergency Service: When called for service, the contractor will be advised whether the required response time is (2) two hours, "2 HOUR RESPONSE" or (72) hours, "72 HOUR RESPONSE". The Vendor shall first ascertain the number of workers needed then proceed to the job with worker(s) required. Vendor shall report to the jobsite as quickly as possible with a well stocked vehicle and in all cases within two (2) hours of the County's first call or within (72) hours.

Protection of Property: All existing structures, utilities, services, roads, trees, shrubbery, etc. located On County property shall be protected against damage or interrupted services at all times by the Vendor during the term of this contract. The Vendor shall be held responsible for repairing or replacing any and all property, which is damaged by reason of the Vendor's operation on the property to the satisfaction of the County.

All information from the Vendor pertaining to any emergency and/or routine work request shall be reported to the County in following order

1. Facilities Supervisors
2. FIX Desk 303-795-4579
3. Facility Managers'
4. Facility Coordinator

All Vendors will provide an accurate e-mail address, so that all emergency and/or routine service requests May be delivered electronically through our FIX work order system.

Basis of Payment – Repair Work: The total hourly price shall be per hour and shall include costs of labor, travel time, overhead, tools and equipment necessary to complete the work. Parts and material shall be Billed separately. Note that travel time to and from the work site must be included in the on-site hourly rate and not billed separately. Travel time will only be paid as a separate item if a trade's person is going from one County job directly to another County job.

Parts and Material – Basis of Payment: The cost of parts shall be listed separately from the labor. A maximum of a 15% markup will be allowed for material that the contractor has to purchase and re-bill. Paid invoices from suppliers shall be submitted with monthly labor bill for reimbursement.

Arapahoe County shall be consulted when it is determined major components are in need of replacement. A major component shall be considered any single item or part whose estimated cost is in excess of \$500.00.

All billings to Arapahoe County shall be itemized, with each installation to be on a separate bill. Bills shall be itemized in the following manner:

- A. Date of work;
- B. Labor in hours for regular repair work;
- C. Parts & Materials (attach copies of all invoices).

### **III. RESPONSE FORMAT**

Proposals must be submitted in the following manner:

- a. Overall understanding of the work requested
- b. Qualifications  
(Size of Company, Number of years in business, Financial Stability)
- c. Responsiveness
- d. Reputation and References
- e. Demonstrated quality standards
- f. Adequate professional/technical competence

- g. Outlined plan for learning our equipment, its environment and schedule of urgency
- h. Point of Contact (name, qualifications & experience)
- i. Capability and Capacity
  - Personnel (number of employees & experience/qualifications)
  - Equipment & materials
  - Parts – replacement (stock on hand)
- j. Method of Pricing
- k. Cost

### **Facilities Services Building Numbers**

AREA	Facility Mgr	Bldg #	Building Name	Address
West	Shawn Marquez	1	Admin 1	5334 S Prince Street Littleton, Co 80120
West	Shawn Marquez	12	Arap Plaza- A/D Works/Prob	1610 W Littleton Blvd Littleton, Co 80120
West	Shawn Marquez	13	Arap Plaza- South Building	1690 W Littleton Blvd Littleton, Co 80120
West	Shawn Marquez	14	Arap Plaza - County Court	1790 W Littleton Blvd Littleton, Co 80120
West	Shawn Marquez	15	Warehouse	5251 S Federal Blvd Littleton, Co 80123
West	Shawn Marquez	16	CSU Extension Office	5804 S Datura Littleton, Co 80120
West	Shawn Marquez	17	CSU Multi Purpose Warehouse	5814 S Datura Littleton, Co 80120
West	Shawn Marquez	20	Tri County Health	4857 S Broadway Englewood, Co 80113
West	Shawn Marquez	62	Public Trustee	2329 W Main Street Littleton, Co 80120
West	Shawn Marquez	67	A/D Works Littleton Learning Ctr	1500 W Littleton Blvd Littleton, Co 80120
East	Tracy Hewitt	23	Altura Plaza	15400 E 14th Place Aurora, Co 80011
East	Tracy Hewitt	24	CenterPoint Plaza	14980 E Alameda Aurora, Co 80012
East	Tracy Hewitt	27	Byers Garage	141 S Fitzer Byers, Co 80103
East	Tracy Hewitt	28	Deer Trail Shops	764 Fourth Ave Deer Trail, Co 80105
East	Tracy Hewitt	41	Clerk & Rec - Aurora	490 S Chambers Aurora, Co 80012
East	Tracy Hewitt	18	Fairgrounds	25620 Quincy Ave Aurora, Co 80016
East	Tracy Hewitt	43	Byers Tower	420 E Front Street
East	Tracy Hewitt	44	Bennett Tower	1200 S County Road
East	Tracy Hewitt	45	Smoky Hill Tower	23201 E Smoky Hill Road
Central	Bernie Tuchinski	29	County Shops - Fleet/R&B	7600 S Peoria Centennial, CO 80112
Central	Bernie Tuchinski	35	ACJC - Courthouse	7325 S Potomac Centennial, CO 80112
Central	Bernie Tuchinski	36	ACJC - Detention Ctr	7375 S Potomac Centennial, CO 80112
Central	Bernie Tuchinski	37	ACJC - Admin II	7305 S Potomac Centennial, CO 80112
Central	Bernie Tuchinski	38	Sheriff/Coroner Admin	13101 E Broncos Pkwy Centennial, CO 80112
Central	Bernie Tuchinski	39	Public Works	10730 E Briarwood Centennial, CO 80112
Central	Bernie Tuchinski	42	Clerk & Rec - SE	12600 E Arapahoe Centennial, CO 80112



Arapahoe County Finance Department  
 Purchasing Division  
 5334 South Prince Street, Room 480  
 Littleton, Colorado 80120

**REQUEST FOR PROPOSAL  
 PRICING AND SUBMISSION FORM**

**I. PRICING**

ITEM NUMBER	DESCRIPTION	PRICE	RESPONSE TIME
1.	Hourly Hourly rate: 8:00 a.m. – 5:00 p.m.	_____	_____
	Hourly rate: after 5:00 p.m.	_____	_____

**II. SUBMISSION:** It is imperative, when submitting a proposal, that you address the envelope as follows:

Arapahoe County Finance Department  
 Purchasing Division  
 5334 South Prince Street, Room 480  
 Littleton, CO 80120

Attn: Theresa M. Chappell, CPPB  
 Sr. Purchasing Agent, RFP-08-51

Does your offer comply with all the terms and conditions? If no, indicate exceptions. **YES / NO**

Does your offer meet or exceed all specifications? If no, indicate exceptions. **YES / NO**

Minimum Requirements met and documented? **YES / NO**

May any member of the MAPO Cooperative avail itself of this contract and purchase any and all items specified? **YES / NO**

HAVE ALL ADDENDUMS BEEN ACKNOWLEDGED & ENCLOSED **YES / NO**

ORIGINAL AND NUMBER OF COPIES REQUESTED ENCLOSED **YES / NO**

HAS A DULY AUTHORIZED AGENT OF THE VENDOR SIGNED THE COVER SHEET IN BLUE INK **YES / NO**

State percentage of prompt payment discount, if offered. \_\_\_\_\_ %

State total submittal price (include all items in submittal). \_\_\_\_\_

State total submittal price with discount. \_\_\_\_\_

**Arapahoe County must have on file a completed W-9 prior to doing business with vendors. Please submit this form with your response.**



Arapahoe County Finance Department  
Purchasing Division  
5334 South Prince Street, Room 480  
Littleton, Colorado

**REQUEST FOR PROPOSAL**  
**APPENDIX A – SAMPLE AGREEMENT FOR SERVICES**

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- I. The successful vendor will be required to sign an Agreement for Services substantially similar to the contract form in Appendix A. Arapahoe County reserves the right to add or delete provisions to the form prior to contract execution.

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DEPARTMENT OF FINANCE  
5334 South Prince Street  
Littleton Colorado 80166-0001  
(303) 795-4620 FAX (303) 738-7929

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**SUBSTITUTE FORM W-9**  
**REQUEST FOR TAXPAYER**  
**IDENTIFICATION NUMBER AND CERTIFICATION**  
(A copy of the W-9 instructions is available upon request)

Vendor# \_\_\_\_\_  
(For Office Use Only)

**1. NAME OF FIRM:**

---

NAME (Legal Name)

---

BUSINESS NAME (If different from above e.g. DBA)

**2. ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED**  
(if different from above):

---

NAME (As it appears on invoice)

---

ADDRESS

---

CITY, STATE, ZIP

**3. PAY TO OR REMITTANCE INFORMATION**

(If more than one remit to address, please attach on additional page.)

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STREET ADDRESS

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CITY, STATE, ZIP

The Internal Revenue Service requires that you submit a Taxpayer Identification Number to comply with this regulation, please fill in the required information on this form, sign and return it to:

By fax (303) 738 – 7929  
By mail Arapahoe County Government Finance Dept  
5334 South Prince Street  
Littleton, CO 80166-0001

