



**Request for Proposal
RFP-4021-15-SH**

TRAFFIC SOFTWARE FOR MESA COUNTY

RESPONSES DUE:

April 14, 2015 prior to 2:30 P.M.
250 N. 5th Street
City Clerk's Office, Room #111
Grand Junction, CO 81501

PURCHASING REPRESENTATIVE:

Susan J. Hyatt
Senior Buyer
susanh@gjcity.org
970-244-1513

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

TRAFFIC SOFTWARE

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REQUEST FOR PROPOSAL
RFP-4021-15-SH
TRAFFIC SOFTWARE

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction on behalf of Mesa County Information Technology Department (Owner). All contact regarding this RFP shall be in writing and directed to:

RFP QUESTIONS:

Susan Hyatt/Senior Buyer
susanh@gjcity.org

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide traffic software compatible with Google Apps for Government email and Crystal Reports, is capable of running on Windows workstations joined to a Microsoft Active Directory domain and is compatible with Windows 7 Professional clients.
- 1.3 The Owner:** The Owner is Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.5 Submission:** Please refer to section 5.0 for what is to be included. Each proposal shall include **One (1) hard copy** and **one (1) electronic copy in PDF format on CD or USB Flash Drive**, placed in a sealed envelope and marked clearly on the outside **“RFP-4021-15-SH Traffic Software.”** **THE ELECTRONIC COPY SHALL BE AN EXACT REPRODUCTION OF THE ORIGINAL DOCUMENT(S) PROVIDED. ALL SECTIONS SHALL BE COMBINED INTO A SINGLE PDF ELECTRONIC DOCUMENT.** ***THE ELECTRONIC COPY SHALL BE THE OFFICIAL DOCUMENT.*** For proper comparison and evaluation, the Owner requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Submittals received that fail to follow this format may be ruled non-responsive.
- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror prior to the sixty-first (61st) day following the submittal deadline date and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.

- 1.9 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.10 Exclusion:** No oral, telegraphic, or telephonic proposals shall be considered.
- 1.11 Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the City's website at www.gjcity.org by selecting the Bids link, and Bidnet at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.12 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.13 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **"Proprietary or Confidential Information"** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **"Confidential Disclosure"** and placed in a separate envelope shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Purchasing Supervisor. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.14 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner's option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section 1.12 entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.
- 1.15 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

1.16 Open Records: Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

1.17 Sales Tax: City of Grand Junction/Mesa County is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed in not less than triplicate by the Owner (Owner) and Contractor. Owner will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.
- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the work under a contract with the Contractor.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial

payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents.

- 2.6. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.7. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.
- 2.8. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.9. Uncovering & Correction of Work:** The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.
- 2.10. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner Purchasing Division.
- 2.11. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.12. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

- 2.13. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the work to be done or information that comes to the attention of the Offeror during the course of performing such work is to be kept strictly confidential.
- 2.14. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.15. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.16. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.17. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.18. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.18.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.18.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
 - 2.18.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.19. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

- 2.20. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.21. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.22. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.23. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.24. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner, State of Colorado, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.25. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.26. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.27. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.

- 2.28. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.29. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.30. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.31. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.32. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.33. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.34. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the City of Grand Junction/Mesa County budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated City of Grand Junction/Mesa County fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.35. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.36. Gratuities:** The proposer certifies and agrees that no gratuities, kickbacks or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the proposer breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.37. Safety Warranty:** Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.

- 2.38. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.39. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.40. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.41. Default:** The Owner reserves the right to terminate the contract immediately in the event the Offeror fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.42. Multiple Offers:** Proposers must determine for themselves which product to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.43. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.44. Definitions:**
- 2.44.1.** "Consultant" refers to the person, partnership, firm or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.
- 2.44.2.** "Offeror" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a bid (fee) proposal in response to the Owner's RFP.

- 2.44.3.** The term “Work” includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.44.4.** “Owner” is the City of Grand Junction/Mesa County, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor’s Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.44.5.** “Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.44.6.** “Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

2.45. Public Disclosure Record: If the bidder has knowledge of their employee(s) or sub-Bidders having an immediate family relationship with a Owner employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable “Public Disclosure Record”, a statement of financial interest, before conducting business with the Owner.

2.46. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion,

and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.46.1 "Public project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

SECTION 3.0: INSURANCE REQUIREMENTS

Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

- (a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and

ONE MILLION DOLLARS (\$1,000,000) disease - each employee

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job 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, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive 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 and
ONE MILLION DOLLARS (\$1,000,000) aggregate

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General/Background:** The Mesa County Information Technology Department is requesting proposals for traffic software designed to be compatible with Google Apps for Government email and Crystal Reports, is capable of running on Windows workstations joined to a Microsoft Active Directory domain and is compatible with Windows 7 Professional clients.

Mesa County operates a gigabit ethernet fiber backbone network to 22 buildings across the county campus serving 1000+ users. The Cisco switched network provides a 1 gb bandwidth to the desktop. The internet connection is 100 mb. Mesa County utilizes Vmware hosted Microsoft Windows servers centrally located at Mesa County's 544 Rood Avenue datacenter including application, web and Microsoft SQL servers. The server operating system is Microsoft server 2008 R2 or above and the database operating system is Microsoft SQL server 2008 R2 or above. Microsoft IIS is preferred for any internally hosted websites.

- 4.2. Special Conditions/Provisions:** In addition to the requirements in Section 4.3, the following will also apply. Any proposal will only be given preference if the system runs on the existing environment which includes Google Apps for Government email and Crystal Reports. Vendor should describe any integration with other software systems, e.g. GIS (ESRI). Product must be capable of running on Windows workstations joined to a Microsoft Active Directory domain. It must be compatible with Windows 7 Professional clients. Please specify software and/or hardware requirements for proposed system. If the proposed system runs under a different environment, specify and identify all hardware requirements. Any new application(s) must be proven to work in the described Mesa County operating environment.

For each of the functional options, provide a cost and time estimate for both in-house hosted and cloud based solutions.

4.2.1. Option 1 – In-house, hardware provided by the County.

Specify:

- Minimum server requirements
- Recommended server requirements
- Are virtualized servers acceptable
- Operating System requirements
- Database requirements
- Workstation requirements hardware, operating system/s
- Type of access needed for support

4.2.2 Option 2 – Cloud based system

Specify:

- Location
- Bandwidth requirements (based on number of users?)
- Storage location/s
- Security, redundancy and backup procedures

4.2.3 Turn-key implementation process for both cloud and onsite solutions.

Specify:

- Sample Gantt Chart

Pre-project meeting and information gathering requirements
Project plan, documentation and approval process
Development process
Testing Phase
Training Phase
Go-live phase
Post live support and development
Dedicated staff for Vendor
Dedicated staff/staff involvement for County
Ongoing support and upgrade process

4.2.2. Any communication with personnel other than specified in Section 1.1 and 4.5 may disqualify you as a Responsible Offeror.

4.3. Specifications/Scope of Services: Mesa County is accepting proposals from qualified software system providers for a software upgrade to their Traffic Software system.

The following Specifications/Scope of Services will define the various system requirements.

4.3.1. Software Requirements.

- Mesa County Public Works intends to upgrade software that currently houses a sign inventory database, vehicle volumes database, and accident tracking database; all of which are current and mature.
- The software upgrade is expected to import existing data with linkages intact to the extents possible.
- The software upgrade shall embrace an ESRI ArcMap base map provided by the County.
- The software shall provide an interface to utilize GPS to update location information.
- The software shall utilize SQL server 2008 (minimum) platform.
- The software shall be compatible with multiple users simultaneously collecting and entering data in the field utilizing laptop or tablet technology. Data from the field shall interface with the central database server to insure timely global information availability.
- The data access shall be password protected with multiple levels of authorization.
 - The Graphical User Interface (GUI) shall be intuitive and attuned to data entry by field personnel engaged in regular assessment and maintenance activities. GUI shall be user friendly.

4.3.2. Sign Management database.

4.3.2.1. Current sign inventory is mature (1989 to present) replete with:

- 13,000 signs @ 9,000 locations
- 58,000 maintenance records
- 29,000 site photos

4.3.2.2. Map interface shall include

- Roadway centerline, water ways, state roads
- Color coding depicting signs type at location
- Work order pending depiction

- Individual location selection
- Group selection
 - o Boxed or one at a time
 - o Text compilation of selection
 - o Image projection on demand
 - o Sign code on demand
 - o Output in tabular format (.csv, .prn, etc...)
- Filtering
 - o By sign type
 - o By date
 - Upgrade
 - Inventory
 - o Sheeting grade
 - o Sign size
 - o Sign code
 - o Sign condition (reference to retroreflectivity)
 - o Direction sign faces
- Searchable
 - o Location ID
 - o Sign ID
 - o Street or road

4.3.2.3. Location interface shall include

- o GPS coordinates
- o Photographic history (digital)
- o Primary street or road the sign controls
- o Secondary street or road (cross street)
- o Measurement from secondary
- o Direction of measurement from secondary
- o Lateral measurement (perpendicular to primary)
- o Direction of measurement
- o Type of mount support
- o Number of supports
- o Support condition
- o Number of times maintained
- o Installation date
- o Last maintenance date
- o Initiate maintenance record
- o Retrieve last maintenance record
- o Retrieve entire maintenance history
- o Last inventoried date
- o Work status
- o Perennial sight distance notation
- o General comments
- o Serial #
- o Initiate deletion

4.3.2.4. Sign interface shall include

- o Directly related to location database
- o Sign image representation

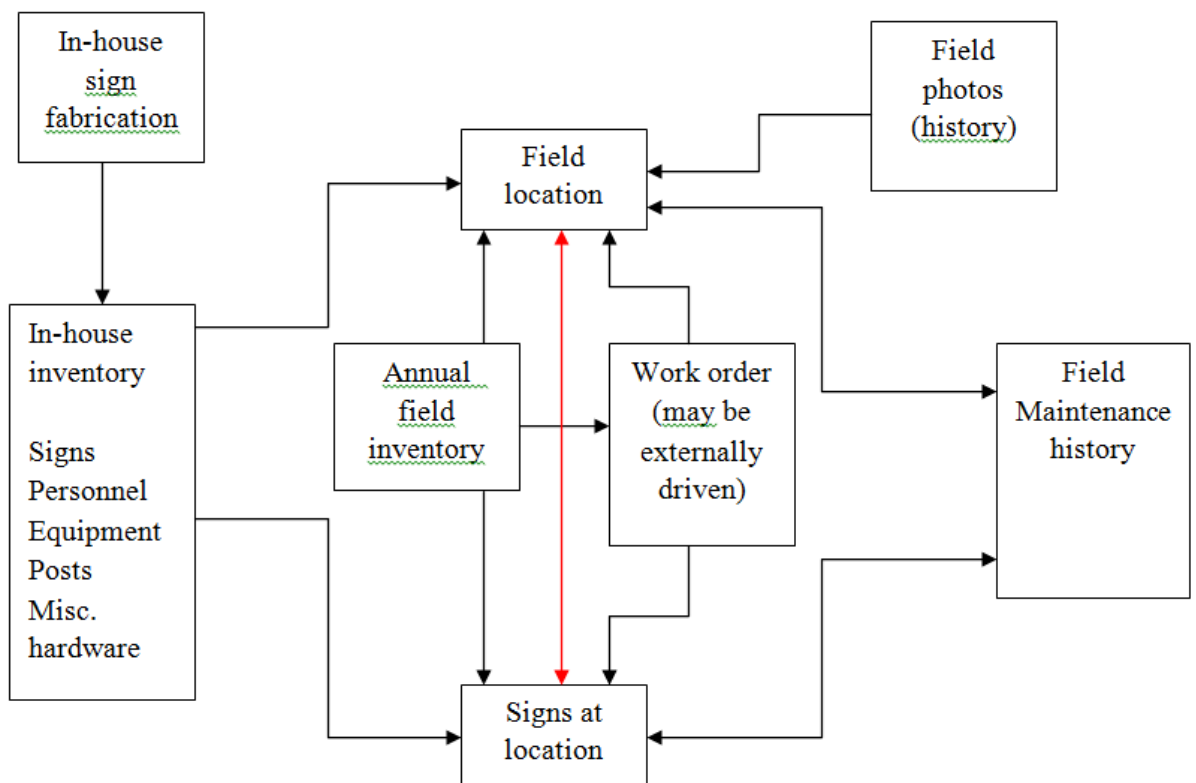
- o Sign code
- o Sign Legend
- o Direction sign faces
- o Sheeting grade
- o Sheeting retroreflectivity
 - Condition
- o Substrate (mount medium)
 - Material
 - Width
 - Height
 - Thickness
- o Height (bottom of sign to ground)
- o Installed date
- o Last upgrade date
- o Number of upgrades
- o Initiate maintenance record
- o Retrieve last maintenance record
- o Retrieve entire maintenance history
- o Last inventory date
- o Work status
- o Initiate work order
- o General comments
- o Serial #
- o Initiate deletion

- 4.3.2.5.** Maintenance interface shall include
- Related to locations and signs databases
 - After hours call-out
 - Maintenance date
 - Event leading to maintenance
 - Portal time
 - Arrival time
 - Departure time
 - Work order #
 - Work order date
 - Supports used (list)
 - Fasteners used (list)
 - Miscellaneous materials (list)
 - Equipment (list)
 - Personnel (list)
 - Comments (list and text)
 - Simultaneous record creation (field -- multiple sign upgrades at a single location)

- 4.3.2.6.** Work order interface shall include
- Primary street or road the sign controls
 - Secondary street or road (cross street)
 - Measurement from secondary
 - Direction of measurement from secondary
 - Lateral measurement (perpendicular to primary)

- Direction of measurement
- Serial #
- Initialization Date
- Initialization Time
- Author (personnel)
- District code
- Location serial #
- Grid coordinates
- Closing date
- General work description
- Priority
- Sign specifics (5 available place holders)
 - o Sign code
 - o Sign size
 - o Sign legend (text)
 - o Action (list)

4.3.2.7. Diagrammatic layout for existing Sign Management Software



4.3.3. Traffic Volume Characteristics database.

4.3.3.1. Map interface shall include

- Roadway centerline, water ways, state roads
- Color coding depicting multiple counts at location
- Individual location selection
- Group selection
 - o Boxed or one at a time

- Caption Text on demand (Location, Year, ADT, and 85th)
- Reports base on selection
- Output in tabular format (.csv, .prn, etc...)
- Filtering
 - o By ADT
 - o By date

4.3.3.2. Graphical User Interface (GUI)

- Location
 - o Zone
 - o Primary street or road
 - o Location (physical, address, etc...)
 - o Directions
 - o Number of lanes
 - o Roadway width
 - o Locality (rural, urban, etc...)
 - o Road classification (arterial, collector, local, etc...)
 - o Weather
 - o Modifiers (detour route, holiday, road work)
 - o General comments
- Data collection
 - o Start date
 - o Start time
 - o Count interval
 - o Number of days
 - o Axle ration
 - o Count type (total flow, exit, approach, subdivision)
 - o Counter type
 - o Classifier collected data (lane, type, speed, 85th, speed certification)
 - o Collected data (7 days max)
 - o ADT
 - o Initials
 - o Raw data imports (.prn files, etc...) and reporting

4.3.4. **Accidents compilation database**

4.3.4.1. Map interface shall include

- Roadway centerline, water ways, state roads
- Color coding depicting multiple crashes at location
- Individual location selection
- Group selection
 - o Boxed or one at a time
 - Caption Text on demand (Location)
 - Crash diagram on demand
 - Reports base on selection
 - Output in tabular format (.csv, .prn, etc...)
- Filtering by any or all crash characteristic data

4.3.4.2. Graphical User Interface (GUI)

- General accident data (individual)
 - o Primary street or road

- o Location (physical, address, etc...)
- o Crash date
- o Crash time
- o Number of fatalities
- o Number injured
- o Number of vehicles
- o Jurisdiction
- o Causal factor (officer opinion)
- o Location on road
- o First harmful event
- o Approach or overtaking turn
- o Road description
- o Road contour
- o Road surface
- o Road lighting
- o Weather
- o Pedestrian action
- o Railroad crossing
- o Construction zone
- o On bridge
- o Bicycle
- o Pedestrian involved
- o Retrieve narrative or diagram
- o Pictorial representation of incident
- Per vehicle data (up to 3 vehicles)
 - o Vehicle type
 - o Direction of travel
 - o Vehicle movement
 - Initial movement notation
 - o Posted speed limit
 - o Vehicle speed
 - o Vehicle struck
 - Initial strike
 - o Driver actions
 - o Contributing factor
 - o Vehicle defect
 - o Driver sex
 - o Driver age
 - o Violation code

4.3.5. In-house inventory GUI.

4.3.5.1. Equipment shall include

- o Usage tracking
- o Rental rate
- o Id

4.3.5.2. Personnel shall include

- o ID number
- o Hourly cost
- o Name

- o Usage tracking

4.3.5.3. Made signs, sign blanks, posts, vinyl roll goods, fasteners, misc (D3 brackets, etc.) shall include

- o ID number
- o Price
- o Name
- o Physical attributes (size, color, length)
- o Location
- o On hand inventory
- o Order point
- o Amount used to date
- o Date of last usage
- o Last addition to inventory (date order received, quantity, total cost)

4.3.6. Database attributes for conversion:

Schema

Attribute VB_Name = "SignsII"

'128 bytes

Public Type Field_Location

 SerialNumber As Long

 X_axis As Single

 Y_axis As Single

 Primary As String * 32

 Secondary As String * 32

 Feet As Single

 Lateral As Single

 ExtraSpace As Byte

 LocationCond As Byte

 History As Boolean

 DirectionFrom As Byte

 PrimarySide As Byte

 Status As Byte

 MountCode As Byte

 MountNumber As Byte

 MountCond As Byte

 MaintainCtr As Byte

 WorkCode As Byte

 recordDT As Date

 InstallDt As Date

 WorkDt As Date

 InventoryDT As Date

End Type

'256 bytes

Public Type Field_data

 SerialNumber As Long

 LocationNumber As Long

```

Status      As Byte
NoFaces     As Byte
SignCode    As Integer
SignDimA    As Byte
SignDimB    As Byte
SignHeight  As Single
SignFaces   As Byte
SignCond    As Byte
SheetingCode As Byte
WorkCode    As Byte
UpgradeCounter As Byte
CalloutCounter As Byte
MaintainCtr  As Byte
COMMENT     As String * 116
SignType    As Byte
SignColor   As Long
History     As Boolean
CostCenter  As Single
UpgradeDT   As Date
recordDT    As Date
InstallDt   As Date
WorkDt      As Date
InventoryDT As Date
SignComment As String * 64
End Type

```

```

Public Type Sign Definition Record
    Serial      As Long
    SignCode    As String * 14
    SignDescribe As String * 100
    ItemColor   As Long
    BorderColor As Long
    Status      As Boolean
End Type

```

```

Attribute VB_Name = "AADT"
Option Compare Text

```

```

Type Volumes File
    Rec_Status As Double
    Serial      As Long
    Status      As Byte
    OneWay      As Byte
    Primary     As String * 32
    Location    As String * 64
    Initials    As String * 3
    A_ADT       As Long
    Annual_ADT  As Long
    X_axis      As Single
    Y_axis      As Single

```

```

District      As Byte
RoadClass     As Byte
NoLanes       As Byte
RoadWidth     As Byte
Weather       As Byte
Modifier      As Byte
Interval      As Byte
CountClass    As Byte
Axle_ratio    As Single
Type_of_count As Byte
Sp85th        As Single
SpeedCertified As Byte
LastDate      As Long
StartDate     As Long
StartTime     As Integer
Locale        As Byte
Directional   As Byte
CountType     As Byte
DaysToCount   As Byte
Extrabyte1    As Byte
Extrabyte2    As Byte
Extrabyte3    As Byte
Extrabyte4    As Byte
Extrabyte5    As Byte
Extrabyte6    As Byte
Extrabyte7    As Byte
Extrabyte8    As Byte
Extrabyte9    As Byte
Readings(0 To 7) As Long
COMMENT       As String * 310
Attribute VB_Name = "ACCIDENT"
'this module pertains to the accumulated accident data
'
'
Type Accident_record
    Status As Integer
    Rec_Status As Double
    Serial As Integer
    X_axis As Single
    Y_axis As Single
    Acc_date As Long
    Acc_time As Long
    Primary As String * 36
    Location As String * 64
    Injured As Byte
    Fatal As Byte
    No_vehicles As Byte
    Causal_factor As Byte
    Acc_location As Byte
    Acc_type As Byte      'Accident_event

```



```

Acc_subtype As Byte
Acc_where As Byte      'Where_it_happened
R_lighting As Byte     'Road_lighting
R_Weather As Byte     'Road_weather
R_contour As Byte     'Road_contour
R_surface As Byte     'Road_surface
R_environ As Byte     'Surface_environment
Ped_action As Byte
Acc_illustrate As Integer
Veh_type(1 To 3) As Byte
Veh_dir(1 To 3) As Byte
Veh_speed(1 To 3) As Byte
Posted_speed(1 To 3) As Byte
Veh_mov(1 To 3) As Long
Veh_hit(1 To 3) As Long
Veh_1stHit(1 To 3) As Byte
Veh_1stMov(1 To 3) As Byte
Veh_defect(1 To 3) As Byte
Drv_age(1 To 3) As Integer
Drv_Cite(1 To 3) As String * 12
Drv_action(1 To 3) As Byte
Drv_factor(1 To 3) As Byte
Construction_zone As Byte
Railroad_crossing As Byte
Bridge_location As Byte
Bicycle_accident As Byte
Pedestrian_accident As Byte
Jurisdiction As Byte
Under_1K As Byte
Dia_present As Byte
Drv_sex(1 To 3) As Byte
Extra_space As String * 8
End Type

```

Attribute VB_Name = "SignWorkOrder"

```

Type Sign WorkOrder
RecordStatus As Byte
RecordDate As Date
woType As Byte      'optWorkOrder(0 to 1) insert RecordStatus
woPriority As Byte  'optPriority(0 to 2)
woPending As Boolean
WorkOrderNumber As String * 7 'lblGeneration(0)
GenerationDate As Date  'lblGeneration(1 to 2)
Author As String * 19  'lblGeneration(3)
woAreaCode As Byte    'lblGeneration(4)
woLocationSerial As Long 'lblGeneration(5)
Xaxis As Single      'lblGeneration(6)
Yaxis As Single      'lblGeneration(7)
CloseDate As Date    'lblGeneration(8)

```

MeasureUnitA As String * 12
 MeasureUnitB As String * 5
 LateralDistance As Single 'txtWorkorder(0)
 LateralDirection As String * 11 'txtWorkorder(1)
 Primary As String * 32 'txtWorkorder(2)
 Distance As Single 'txtWorkorder(3)
 Direction As String * 11 'txtWorkorder(4)
 Secondary As String * 32 'txtWorkorder(5)
 WorkDescription As String * 280 'txtWorkorder(6)
 'sign specifics
 SignSerial(0 To 4) As Long '(0 to 4)
 SignCode(0 To 4) As String * 10 'txtSignCode(0 to 4)
 SignSizeH(0 To 4) As Byte 'txtSignHorizontalSize(0 to 4)
 SignSizeV(0 To 4) As Byte 'txtSignVerticalSize(0 to 4)
 SignCaption(0 To 4) As String * 32 'txtSignCaption(0 to 4)
 SignActions(0 To 4) As Long 'cboSignSpecifics(0 to 4)
 'location specifics
 LegalDescription As String * 48 'txtLocationSpecs(0)
 LocateTicketNumber As String * 10 'txtLocationSpecs(1)
 LocateDueDate As Date 'txtLocationSpecs(2)
 LocateDescription As String * 235 'txtLocationSpecs(3)
 LocationActions As Long 'check boxes 0 to 8
 ExtraSpace As String * 1024
 End Type

4.4. RFP Tentative Time Schedule:

- | | |
|--|----------------------------|
| • Request for Proposal available | on or about March 16, 2015 |
| • Inquiry deadline, no questions after this date | April 2, 2015 at noon |
| • Submittal deadline for proposals | April 14, 2015 |
| • Owner evaluation of proposals | April 15, 2015 |
| • Final selection | April 27, 2015 |
| • BoCC Approval (if required) | May 11, 2015 |
| • Contract execution | May 11, 2015 |

4.5. Questions Regarding Scope of Services: All questions shall be submitted in writing to:

Susan Hyatt, Senior Buyer
susanh@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall include **One (1) hard copy** and **one (1) electronic copy on USB Flash Drive or CD**, placed in a sealed envelope and marked clearly on the outside “Traffic Software RFP-4021-15-SH”. **The electronic copy shall be an exact reproduction of the original documents provided. All sections shall be combined into a SINGLE ELECTRONIC PDF DOCUMENT. The electronic copy shall be the official document.** Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requests that proposals be formatted **A to G**. Proposals must contain all of the following information to satisfy the requirements of this RFP:

- 5.1 Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number of the person who will serve as the firm's principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein
- 5.2 Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to Mesa County and include prior experience in similar projects. Include resources, skills and capabilities to meet the objective of the project.
- 5.3 Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate his/her ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.
- 5.4 References:** A minimum of three (3) **references** with their names, addresses and telephone numbers that can attest to your experience in projects of similar scope and size.
- 5.5 Fee Proposal:** Provide a complete list of costs using Solicitation Response Form found in Section 7.
- 5.6 Financial Statements:** Proposer shall provide a financial statement, as prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that the proposer possesses adequate financial ability and stability to enable the Proposer to fulfill their obligations under the terms of this RFP. If requested by the Proposer, such information shall be treated as confidential by the Owner and shall

not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will actually provide services. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.

5.7 Additional Data: Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Experience
- Necessary resources, skills and capability
- Strategy & Implementation Plan
- Demonstrated ability to upgrade using existing data and servers
- References
- Fees

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated. The County reserves the right to accept or reject any and all proposals, or any portion or combination thereof, to contract services with whomever and in whatever manner the County decides, to abandon the services entirely, to award on the basis of partial or total proposal, and to waive any informality or non-substantive irregularity, as the interests of the County may require. The award of a contract is contingent on availability of funds. Award is at the sole discretion of the County.

- 6.3 Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor.
- 6.5 Term of the Contract:** The initial term of this contract is one (1) year with up to two (2) additional 1-year options to renew.

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-4021-15-SH "Traffic Software"

Offeror must submit entire Form completed, dated and signed.

1. PROPOSED FEE TOTAL: \$ _____

Amount Written: _____ **dollars**

1.1 Cost breakdown – please itemize all costs to arrive at the above total:

| | |
|--|----------|
| Software | \$ _____ |
| Data Conversion | \$ _____ |
| Annual Maintenance & Support | \$ _____ |
| Training | \$ _____ |
| Cloud Hosting (if offered) | \$ _____ |
| Additional Costs (please specify below) | \$ _____ |

1.2 If more than one option is offered, include costs for each option.

2. ADDENDA: State number of Addenda received: _____.

The Owner reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies that he/she is a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.

- Direct purchases by the Owner are tax exempt from Colorado Sales or Use Tax. Mesa County Tax Exempt No. 98-04241. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. Payment Terms _____.

Date: _____

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Title

Address

State, and Zip Code

Phone Number

Fax Number

E-mail Address of Agent

Cell Phone Number

SECTION 8.0: Proposal Structure

Use of this Proposal Structure is required or the proposal may be considered unresponsive and therefore disqualified. The Offeror must place and label a major tab between each Part of the Proposal Structure and minor tabs between each sub-part of the proposal structure.

| | |
|---------------|---|
| Part 1 | Solicitation Submittal |
| | Cover Letter |
| | Qualifications, Experience and Credentials |
| | Strategy and Implementation Plan |
| | References |
| | Additional Data, including menu examples and letter from bond/surety company |
| Part 2 | Solicitation Response Form |
| | Submit dated and signed form |
| Part 3 | Number of Submittals |
| | One (1) written copy and one (1) copy of the proposal on a CD or USB in PDF format. |