



*Request for Proposal # 10-18-002*

Inspection Management System

For

Environmental Health Division

October 17, 2011

REQUEST FOR PROPOSALS (RFP) - THIS IS NOT AN ORDER

*Physical Address (mailing address):*  
Tri-County Health Department  
6162 South Willow Drive, SUITE 100  
Greenwood Village, Colorado 80111

Purchasing Agent: Scott Jakich  
Telephone Number: (720) 200-1608  
FAX Number: (720) 200-1690  
E-Mail: sjakich@tchd.org

Request for Proposals # \_\_\_\_\_

PROPOSAL MUST BE RECEIVED BY: Friday, November 30, 2011 at 2:00 PM at location noted above.

SCHEDULE OF ACTIVITIES:	TIMELINE
RFP Published	Monday, October 17 2011
Optional Pre-Proposal Conference	TBD – Not required
Written Inquiry Deadline	Monday, October 31, 2011
TCHD Responses to Written Inquiries Published	Thursday, November 10, 2011
<b>Proposal Submission Deadline</b>	<b>Friday, November 30, 2011</b>
Presentations/Site Visits (if needed)	Week of December 12, 2011
Best and Final Offers (BAFOs) (if needed)	Friday, December 23, 2011
Final Decision	Friday, December 30, 2011

MAILING NOTE: In the lower left corner of the package containing your proposal, include: the Offeror's name, the RFP number and title, and the proposal due date and time. Highlight this information in yellow. Be sure to sign your proposal before mailing. UNDER NO CIRCUMSTANCES WILL E-MAIL OR FACSIMILE RESPONSES BE ACCEPTED.

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## SECTION I BACKGROUND, OVERVIEW & GOALS

### A) Background:

Tri-County Health Department (TCHD) is an organized health department governed by Colorado Statutes. TCHD is organized as a “District” health department and, as such, serves the 1,290,000 residents of Adams, Arapahoe, and Douglas counties. TCHD is governed by a nine-member Board of Health whose members are appointed by the County Commissioners for a five (5) year term. Each county appoints three members to the Board of Health. TCHD is managed by the Executive Director who oversees seven functional divisions: Administration and Finance, Emergency Preparedness, Environmental Health, Human Resources, Nursing, Nutrition, and Epidemiology, Planning and Communication.

The TCHD Annual Report provides a background of the TCHD’s services and is available at: [www.tchd.org](http://www.tchd.org). TCHD provides all administrative and accounting systems with no outside services provided by the county governments, as some health departments receive. TCHD is a government organization but is exempt from the TABOR amendment per legal opinion.

TCHD has approximately 350 employees that work in 12 different locations. TCHD is a member of the Colorado Public Employees Retirement Association, Municipal Division.

#### **Environmental Health User Information:**

The TCHD Environmental Health (EH) Division has approximately 60 employees in 4 of our 12 offices. Users generally work in the current Environmental Health Inspection Management System and various Access databases every day.

### B) Overview:

The TCHD EH Division is looking for application software that will increase efficiency and assist staff in conducting inspections in the field, tracking data, and running reports.

**Consumer Protection:** On an annual basis, TCHD inspects approximately 4204 retail food establishments, 32 warehouses, 37 food processors, 747 child care facilities, 254 swimming pool/spa facilities, 47 body art facilities, and 386 school chemistry labs. In 2010, 1245 complaints were also processed.

**Waste Water:** On an annual basis, TCHD completes approximately 204 individual sewage disposal system (ISDS) applications and permits. Approximately 170 licensed cleaners and installers are tracked annually.

### C) Goals for this Project:

Our objective is to replace our current Environmental Health Inspection Management System and various other Access databases including the permitting, certification and records management systems with a user friendly system that is accessible to both TCHD staff and the general public. The system must have the ability to enter data and create documents off-line in the field, upload data to the master database and have the ability to publish information on the internet. This system must allow entry of and access to all applicable scanned and electronic documents including: permit applications, inspections, photographs, permits, licenses and certifications. The system must also manage licensing and all financial transactions associated with permitting, licensing, and other fees in a secure environment.

## **SECTION II STATEMENT OF WORK**

### **A) Respondent(s) may reply with a solution that encompasses Consumer Protection and/or Waste Water functions.**

- 1) Consumer Protection includes (1) risk based inspections for retail food establishments, warehouses, food processors, child care facilities, swimming pool/spa facilities, body art facilities, school chemistry lab (2) complaints, (3) scheduling, (4) certification (5) licensing for retail food, (6) financials, and (7) reports.
- 2) Waste Water includes (1) individual sewage disposal system activity (applications, inspections, and permits), (2) licensing cleaners and installers, (3) financials, and (4) reports.
- 3) Other recommended modules or Ad hoc program modules.

### **B) Overall Software Requirements.**

- 1) Relational database in Microsoft SQL.
- 2) Off-line client capability for Mobile Field Operations and ability to sync to master database
- 3) Ability to sync with GIS and interface with ESRI GIS data
- 4) Web base interface so public can view inspections and certain scanned documents, enter complaints, complete applications online and make payments online (Is the software capable of accepting on-line credit card payments? If so, is it third-party software or directly supported by your company? What are the terms?)
- 5) Ability to control updating drop down menu values, field names, and other areas
- 6) Standard and Ad hoc data reports; should work with Crystal Reports
- 7) Spell check with editable custom dictionary
- 8) Print/email capability for everything
- 9) Data conversion - import historical data from Access, Excel, and SQL
- 10) Import forms
- 11) Export to Excel, PDF, Word
- 12) Fully compatible with MS windows environment and with new MS windows operations systems within 2 years of release
- 13) Administration and security tools

- 14) Integration with other software systems, e.g., finance (Sage Fund Accounting System).
- 15) Written system requirements documentation
- 16) Training
- 17) Technical Support
- 18) Tri-County requires access and ownership of all data

**C) More Specific Software Requirements.**

<b>Modules</b>	<b>Functions</b>
<b>CONSUMER PROTECTION</b>	
Facility Management	<ul style="list-style-type: none"> <li>• Establish a detailed record for all facilities including facility name, owner information, addresses, contact information (phone, fax, and email), water, sewer, or other fields as specified.</li> <li>• Ability to relate addresses, owners, contact information, etc. to more than one facility.</li> <li>• A facility can have multiple Environmental Health (EH) programs related to it. For instance, a school could have a retail food, pool, school chemistry lab, and childcare.</li> </ul>
Program Module	<ul style="list-style-type: none"> <li>• Ability to collect specific information on a facility for a specific EH program (i.e., retail food, processors, warehouse, body art, EH childcare, pools/spas, school chemistry labs, sanitary water surveys, temporary events) including owner information (name, mailing address, contact info) for the program, manager information (name, mailing address, contact info), expiration dates.</li> <li>• Ability to relate the program to a facility.</li> </ul>
Inspection Management	<ul style="list-style-type: none"> <li>• Ability to enter inspections results for retail food, processors, warehouse, body art, EH childcare (mail-in or onsite inspections), Nursing childcare (immunization reviews), pools/spas, school chemistry labs, sanitary water surveys, temporary events.</li> <li>• Ability to enter inspection dates, time, type of inspection, inspector names, violations, violation codes (or canned comments), predefined comments, enforcement actions, corrective actions, follow-up and next inspection dates, comments, electronic signatures, or other fields specific to a program.</li> <li>• Ability to generate inspection reports (print, email capability).</li> <li>• Ability to set and manage inspection frequency formulas or intervals for each program type.</li> <li>• Ability to manage childcare care inspection approval letters once the EH inspection and Nursing immunization review have passed.</li> </ul>
Temporary Events Management	<ul style="list-style-type: none"> <li>• Ability to track temporary events, event coordinators, vendors, and inspections for retail food and body art.</li> </ul>
Inspection Violation Management	<ul style="list-style-type: none"> <li>• Ability to enter/edit violation numbers, codes/cribs, predefined comments for each EH program which would relate to the inspections.</li> <li>• Ability to have a start and end date of when violation information is</li> </ul>

	<p>active and inactive if regulations change so historical records are maintained.</p> <ul style="list-style-type: none"> <li>• Ability to manage and update printable inspection reports.</li> </ul>
Plan Review Management	<ul style="list-style-type: none"> <li>• Ability to track facility plan reviews for new construction, remodels, or additions.</li> <li>• Ability to relate it to a facility or program.</li> <li>• Ability to enter plan review type, status, date received, date of application, date of opening, time spent on review, inspector, fee, or other fields specific to a program.</li> </ul>
Certified Pool Operators (CPO)	<ul style="list-style-type: none"> <li>• Ability to track CPOs including names, address, contact info, certification number, and certification expiration dates.</li> <li>• Ability to assign a CPO to multiple pool facilities or multiple CPO's to a single pool facility.</li> </ul>
Retail Food Enforcement Management	<ul style="list-style-type: none"> <li>• Ability to track certain enforcement activities related to a retail food establishment and related dates.</li> </ul>
Complaint Management	<ul style="list-style-type: none"> <li>• Ability to enter public complaints for any EH program.</li> <li>• Ability to auto generate a complaint number and enter complaint date, time, received by, complaint type, complainant name, address, contact information, complaint location information, complaint details, investigation details, complaint status, or other fields specified.</li> <li>• Ability to track time and be able to do case billing for certain types of complaints (Industrial Hygiene, Meth).</li> <li>• Ability to relate the complaint to a facility or program if applicable.</li> </ul>
Supervisor Approval Management	<ul style="list-style-type: none"> <li>• Ability for a supervisor to review/approve inspections and permits before they go to the web for public view.</li> <li>• Ability for a supervisor to review/approve closed complaints (these would not go to the web).</li> </ul>
Scheduler	<ul style="list-style-type: none"> <li>• Ability for staff to view when inspections are due and complaints are assigned to them.</li> </ul>
License Management	<ul style="list-style-type: none"> <li>• Ability to generate individual or bulk licenses for retail food establishments.</li> <li>• Ability to auto-fill standard Cancel/Correct Department of Revenue forms.</li> </ul>
Permit Expiration Date Utility	<ul style="list-style-type: none"> <li>• Ability to individually or mass update expiration dates by program. Note: Expiration dates are used to track when licenses, permits, certifications, or qualifications expire.</li> </ul>
<b>WASTE WATER – INDIVIDUAL SEWAGE DISPOSAL SYSTEM (ISDS)</b>	
ISDS Permit Management	<ul style="list-style-type: none"> <li>• Establish a detailed record for all ISDS permit applications including applicant information (i.e., name, address, contact), owner information (i.e., name, address, contact), property information (i.e., name, address, legal, lat./long., ), type of permit (i.e., new, repair, expansion use, etc.), ISDS system information (i.e., installers, engineers), lot/building information (i.e., lot size, facility type, water, near sewer district, number of bedrooms, etc.), and/or other specified fields.</li> </ul>

ISDS Inspection Management	<ul style="list-style-type: none"> <li>• Ability to enter site inspection visits including percolation rates, engineers data, approvals, lat./long., internal comments, external comments, pre-defined comments, and other specified fields.</li> <li>• Ability to approve and issue a permit.</li> <li>• Ability to enter final inspection visits including tank information, treatment type, approvals and comments, and other specified fields.</li> <li>• Ability to approve and issue a certification and use permit letter.</li> <li>• Ability to relate permits to the same address if there are multiple ISDS permits and ability to relate permits to existing facilities in the database (i.e., a retail food facility) if applicable.</li> </ul>
ISDS Use Permit Application	<ul style="list-style-type: none"> <li>• Ability to track and enter Use permit application information, approvals, comments, and other specified fields.</li> <li>• Ability to approve and issue a Use permit.</li> <li>• Ability to relate permits to the same address if multiple ISDS permits and to relate permits to existing facilities in the database (i.e., a retail food facility) if applicable.</li> </ul>
ISDS Installers/Cleaners Management	<ul style="list-style-type: none"> <li>• Ability to track installers and cleaners including application date, license numbers, expiration dates, license status, type (new/renewal), company name, individual name, address, and contact information.</li> <li>• Ability to generate individual or bulk licenses.</li> <li>• Ability to relate to ISDS permits.</li> </ul>
<b>FINANCIALS (REQUIRED FOR ALL MODULES)</b>	
Individual/Bulk Invoicing	<ul style="list-style-type: none"> <li>• Ability to do individual or bulk invoicing for any program.</li> <li>• Ability to send 2<sup>nd</sup>, 3<sup>rd</sup>, etc notices for balances due including late fees, and civil penalties for non-payment.</li> <li>• Certified mail tracking.</li> <li>• Invoice templates.</li> </ul>
Payments	<ul style="list-style-type: none"> <li>• Ability to post payments.</li> <li>• Ability to run cash drawer reports and aging reports.</li> <li>• Ability to track and pay the state a portion of license fees (food, ISDS).</li> </ul>
Fee Management	<ul style="list-style-type: none"> <li>• Ability to manage fee amounts and fee types by program.</li> <li>• Ability to have a start and end date of when fee information is active and inactive due to changes in fee amounts over time so historical information is maintained.</li> </ul>
Other	<ul style="list-style-type: none"> <li>• Ability to relate financials to other system modules such as owners, facilities, programs, complaints, and/or ISDS permits.</li> <li>• Ability to batch export invoices and payments and/or interface with Tri-County's main accounting system (Sage Fund Accounting System).</li> <li>• Ability to run financial data reports.</li> </ul>
<b>OTHER (REQUIRED FOR ALL MODULES)</b>	
Attachments	<ul style="list-style-type: none"> <li>• Ability to attach documents or photos to various modules.</li> <li>• Ability to attach documents either for internal view only or for external (public) web view.</li> </ul>
Change History	<ul style="list-style-type: none"> <li>• Ability to track and view any changes made in the system/modules including time, date, user, and change made.</li> </ul>

Memos	<ul style="list-style-type: none"> <li>• Ability for staff to add notes/memos related to a module. It should automatically be stamped with time, date, user upon submit.</li> </ul>
Permission levels	<ul style="list-style-type: none"> <li>• Ability to set permission levels as to what staff can and cannot do in the database system (i.e., view, edit, delete).</li> </ul>
EHS Area Assignment Management	<ul style="list-style-type: none"> <li>• Ability to assign and mass update a geographical service area from one EH staff member to another. (Note: EH staff is assigned a geographical service area in which they complete their assigned inspections, complaints, etc. Staff may stay in an area for about two years and then switch to another geographical area.) Ability to remove/deactivate staff members but retain all historical work records.</li> </ul>
Templates Forms	<ul style="list-style-type: none"> <li>• Ability to auto-fill standard templates to create letters, licenses, permits, forms, invoices, inspection reports, etc.</li> <li>• Ability to print, email templates in any module.</li> <li>• Ability to change standard templates as required.</li> </ul>
Data Reports	<ul style="list-style-type: none"> <li>• Ability for the user to query any data field in the system and to generate standard or ad hoc data reports.</li> </ul>
Web site	<ul style="list-style-type: none"> <li>• Ability for the public to search and view certain inspections, permits, documents.</li> <li>• Ability for the public to enter complaints online.</li> <li>• Ability for the public to fill out certain application forms online.</li> <li>• Ability to accept online credit card payments.</li> <li>• Ability for the public to receive automatic email notifications for requested establishment inspections.</li> <li>• Ability for Tri-County user to update web content.</li> </ul>
<b>OPTIONAL MODULES</b>	
	<ul style="list-style-type: none"> <li>• If the vendor has other standard environmental health modules, including but not limited to vector surveillance, individual water wells, land use, industrial hygiene, etc. this agency may be interested in viewing and possibly incorporating them into the above depending on applicability and cost.</li> </ul>

**D) Service and Maintenance Specifications.**

**1) Routine Database Administration (Required)**

It is important that the system provide procedures and utilities for routine database administration. These should include instructions or routines for identifying and resolving duplicate database records (if these are allowed), locating and resolving data integrity problems, maintaining current database back-ups, and restoring the database in the event of a system problem resulting in loss of data. Please provide a brief description of the database administration procedures and utilities associated with the proposed system.

**2) Ongoing Customer Support (Required)**

- (a) Ongoing customer support must be available to system users. This may take the form of a customer service phone number, or some other responsive

arrangement. Please detail the level of support for the proposed system which will be available to users during the life of the system. Include hours of availability, procedures for obtaining assistance, expected response time, toll-free support hotline, customer support levels and escalation plans. For expected response time, include a description of your problem classification (i.e., major crises to minor problems) and your response prioritization scheme.

(b) Specify remote diagnostic and maintenance services offered as part of the maintenance contract. Specify on-going support for implementation product updates, assistance in building and maintaining the structure of codes and the chart of accounts, helping design workflow process to better utilize the system, year-end processing, etc.

(c) Other: Support web site access to patches, fixes and knowledge base.

### **3) Ongoing Training (Required)**

While initial training on the system should be included as part of system implementation, it is anticipated that additional training opportunities will be required as users become increasingly proficient, as well as when staff changes occur. Describe your company's ongoing training options (on-site, off-site, web-bases, course descriptions, etc.) (Related pricing should be included in Section VI)

### **4) User Groups (Desirable)**

Describe any User Groups for the software for which you are proposing. How often do you have user group meetings and where have their locations been in the past years? Include link for on-line user communities.

### **5) Software upgrades (Required)**

As with any software, it is anticipated that the need will arise for software upgrades, patches, or a new release. Upgrades may be necessary to correct system "bugs" or to add enhancements that are required by users. Describe when software upgrades and/or new releases will be issued, how they will be distributed, installed and tested, and any related policies and procedures. Do upgrades conflict with system customizations and how are the conflicts corrected? Also, please identify any associated costs the user might incur (e.g. an hourly programming charge for writing enhancements or re-writing customizations)

### **6) Warranty (Required)**

A warranty is sought for both the software and implementation services.

#### **(a) Software**

The selected software vendor will warrant that the proposed software will conform in all material respects to the requirements and specifications as stated in the RFP. That is the detailed requirements as stated in this RFP will become part of the selection software vendor's contract and will be

warranted as such. The selected vendor must warrant that the contract of its proposal accurately reflects the software's capability to satisfy the functional requirements included in this RFP. Furthermore, the warranty, at a minimum, should be valid for the duration of the implementation and until final acceptance of all modules/suites/applications included in the implementation. TCHD will look more favorably at vendors with warranty periods longer than the minimum specified herein.

**(b) Implementation Services**

TCHD also expects a warranty for implementation services (e.g. work products, developed modifications, and system configuration) for a minimum of 18 months after the system acceptance (configuration phase) date of the respective modules. It is assumed that vendors have priced their services to recognize these warranty provisions. The extent of the warranty coverage will be evaluated as part of the overall procurement process.

State the implementation services warranty for software quoted. Identify all coverage points. Please specify when the warranty period begins and ends.

Specify what cost for repairs TCHD may be responsible for while the system is Under Warranty, e.g. labor, travel expenses, parts, etc.

**7) Annual Maintenance Agreements (Required)**

TCHD would like to purchase maintenance services either as an annual option or as an extended maintenance option. Please provide a detailed description of the available service and maintenance offerings for the system you are proposing. Include related pricing details in Section VI.

**8) Implementation Specifications**

To respond to this section, submit an implementation plan that covers, at minimum the following items.

**(a) Project management** All members of the implementation team must be certified on the proposed software. The proposer must designate a project manager who will be in charge of coordinating all implementation tasks with TCHD through a designated representative. The proposer's project manager will serve as a single point of contact for resolution of all implementation issues (scheduling, supervision, status reporting, etc.).

**(b) Scheduling & Resources**

Outline key implementation events, proposed dates and resources or work effort requirements for both the vendor and TCHD. These dates must be consistent with the RFP Time Frame stated above.

**(c) Software Installation**

Describe the software installation process. Will a vendor representation be on site to perform installation and testing? What will be TCHD responsibilities? Detail the appropriate procedures.

**(d) Additional Hardware (required or recommended)**

- (1) TCHD currently has 10MB Metro Optical Ethernet (MOE) between offices and a 30MB connection to the Internet. Our datacenter is hosted internally. Our server infrastructure uses MS Windows Server 2008R2, Windows Server 2008R2 Remote Desktop Services (Terminal Server), SQL Server 2008, and Exchange 2010 in a VMware virtual server and storage area network environment. Additionally, Windows 7 Enterprise (32 bit) and MS Office 2010 is our standard desktop, laptop, tablet operating environment. Is an additional infrastructure required over what TCHD currently has? Dedicated server(s)? Or is software hosted by proposer?
- (2) Additional user hardware for mobile operations? Users currently have laptops with Windows XP/7. Are they adequate, or is special hardware required? Most users do not have 3G cards on their laptops.
- (3) Hardware Installation (if applicable). Describe the hardware installation process. Will a vendor representation be on site to perform installation and testing? What will be TCHD responsibilities? Detail the appropriate procedures.

**(e) Training Plan**

The vendor must provide a detailed plan for project team training and system users. The information must include:

- (1) Overview of proposed training, including options for on-site and off-site training, for project team and system users.
- (2) Use of third party training resources. Vendor should identify any third-party partners that provide training on the use of their application.
- (3) TCHD has a computer training room capacity for 12 students. What will be TCHD's responsibilities for providing resources i.e. equipment and/or personnel to facilitate the proposed training plan?

**(f) User Manuals/System Documentation**

System reference materials should be provided as part of the implementation process. Provide an itemized list of deliverable items in the area to include user reference manuals and system documentation.

**(g) Implementation Support**

Describe the level of customer support that will be available during system implementation and explain the procedures to be used in obtaining that support.

### SECTION III CONTRACT PERFORMANCE MANAGEMENT

As of xx/xx/xxxx all TCHD Personal Services Contracts greater than \$50,000.00 are required to be entered into the TCHD Contract Management System (CMS) database. The goal of this database is to provide the Department with a resource to examine the past performance of vendors, and to monitor current contracts with those vendors. This section of this RFP is posted to be in compliance with non-mandatory requirements of CRS §§ 24-102-205 and 24-103.5-101.

#### A) Notification of Consideration of Vendor's Past Performance

TCHD may consider vendor's performance on past or current contracts with requirements similar to the TCHD requirements for this contract. As part of the evaluation process vendor's past performance may be reviewed using information contained in **the TCHD Contract Management System**. TCHD reserves the right to use the information contained in the Contract Management System to determine responsibility.

#### B) Performance Measures and Standards

Performance measures and standards developed specifically for the contract shall be negotiated by both parties prior to the execution of the contract, and shall be incorporated into the contract.

#### C) Vendor Accountability and Reporting

Vendors are required to report regularly on achievement of the performance measures and standards specified in the contract, and that TCHD to withhold payment until successful completion of all or part of the contract and achievement of established performance standards. Payment by TCHD to the vendor shall be made without delay upon successful completion of all or any part of the contract in accordance with the payment schedule specified in the contract or as otherwise agreed upon by the parties.

#### D) Performance Monitoring Process

TCHD shall monitor processes regarding this contract to ensure that the results, objectives and obligations of the contract are met.

#### E) Non-Compliance and Termination

TCHD has established remedies and termination clauses to apply to contracts which are determined to be in non-compliance.

### SECTION IV ADMINISTRATIVE INFORMATION

#### A) Issuing Office:

The Purchasing Agent listed herein is to be the SOLE point of contact concerning submitting this RFP.

**By Mail: Purchasing Agent  
6162 South Willow Drive, Suite 100  
Greenwood Village, Colorado 80111**

**Attn: Scott Jakich**

**By E-Mail: [sjakich@tchd.org](mailto:sjakich@tchd.org)**

**By FAX: 720/200-1690  
Attn: Scott Jakich**

All technical questions need to be directed to an EH-appointed subject matter expert (SME) regarding the RFP, including dates and exceptions (if any) as the process evolves. For technical questions, contact:

**By Mail: EH Informatics Specialist  
6162 South Willow Drive, Suite 100  
Greenwood Village, Colorado 80111**

**Attn: Holly Adams**

**By E-Mail: [hadams@tchd.org](mailto:hadams@tchd.org)  
By Phone: 720.200.1589**

**By FAX: 303.741.4021  
Attn: Holly Adams**

**B) Official Means of Communication:**

**All official communication from the Purchasing Agent to offerors will be via postings on the TCHD website, <http://www.tchd.org/proposals.htm>.**

The Purchasing Agent will post notices that will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the Notice of Intent to Award. It is incumbent upon offerors to carefully and regularly monitor the website for any such postings; In addition, communications may be sent to attendees of the mandatory pre-proposal conferences, if any, via fax or email.

**C) Inquiries:**

Prospective offerors may make written inquiries by mail, e-mail or fax before the written inquiry deadline concerning this RFP to obtain clarification of requirements. There will be opportunities to make inquiries during the pre-conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFP (be sure to reference RFP number) should be referred to:

**By Mail: EH Informatics Specialist  
6162 South Willow Drive, Suite 100**

**Greenwood Village, Colorado 80111**

**Attn: Holly Adams**

**By E-Mail: [hadams@tchd.org](mailto:hadams@tchd.org)**

**By FAX: 303.741.4021  
Attn: Holly Adams**

Response to offerors' inquiries will be published as a modification to this RFP on the TCHD website in a timely manner. Offerors cannot rely on any other statements that clarify or alter any specification or other terms or conditions of the RFP.

Should any interested offeror, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the Purchasing Agent of such matters immediately upon discovery.

**D) Modification or Withdrawal of Proposals:**

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

**E) Minor Informalities:**

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. The Purchasing Agent may waive such informalities or allow the vendor to correct them depending on which is in the best interest of TCHD.

**F) Responsibility Determination:**

The TCHD Procurement Rules state a Purchasing Agent shall make purchases from, and award Contracts to, Responsible vendors only. TCHD reserves the right to make its offeror responsibility determination at any time in this RFP process and may not make a responsibility determination for every offeror.

**G) Acceptance of RFP Terms:**

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. 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.

**H) Protested Solicitations and Awards:**

Any actual or prospective offeror who is aggrieved in connection with either the solicitation or subsequent award of a contract may protest to the TCHD Director of Purchasing. The protest shall be submitted in writing within seven working days after such aggrieved person knows, or should have known, of the facts giving rise thereto.

With regard to the language above, it is important for offerors to note that a challenge to the solicitation's requirements or specifications should be made within seven (7) working days of when the item being protested is known.

Announcement of the Notice of Intent to Award will be made via a posting on the TCHD website. The requirement for timely submission of any protest (7 working days) will begin on the first working day following posting of the Notice of Intent to Award.

**I) Confidential/Proprietary Information:**

TCHD neither requests nor encourages the submission of confidential/proprietary information in response to this Request for Proposal. Information submitted will be open for public inspection. However, written requests for confidentiality can be submitted to the Purchasing Agent provided that the submission is in *strict* accordance with the following procedures. This remains the *sole responsibility* of the offeror. The Purchasing Agent will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening. Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary. Questions regarding the application of this procedure must be directed to the Purchasing Agent listed in this RFP.

**Procedure:**

- 1) A written request for confidentiality shall be submitted, by the offeror, with the proposal response package.
- 2) The written request will be enclosed in an envelope marked "Request for Confidentiality."
- 3) The written request must be accompanied by the information that is requested to be held confidential. Specific reasoning as to why each element is to remain confidential, *other than* recitation of a specific state or federal statute, is required.
- 4) Confidential/proprietary information *must* be separated out from the rest of your response. Co-mingling of confidential/proprietary information and other information is *not* acceptable.

- 5) The Purchasing Agent will make a written determination as to the apparent validity of any request for confidentiality. The written determination of the Purchasing Agent will be sent to the offeror.

Proposals that are determined to be at variance with this procedure may be declared non-responsive by the Purchasing Agent, and not given further consideration.

**J) Acceptance of Proposal Content:**

The contents of the proposal (including persons specified to implement the project) of the offeror will become contractual obligations if acquisition action ensues. Failure of the successful offeror to accept these obligations in a contract, purchase order, or similar authorized acquisition document may result in cancellation of the award and such offeror may be removed from future solicitations.

**K) Form of the Contract:**

A condition of the offeror's response shall be that the contract resulting from the award to the offeror **shall be in the form required by current Colorado statutes, fiscal rules and TCHD's Procurement rules.** The contract will include all such terms and conditions required by these statutes and rules. In the event that the offeror's forms (or parts of forms) are included as attachments or exhibits in the final contract, the offeror agrees that where there are contradictions or inconsistencies, the terms of the contract shall always supersede, manage, and control those of any such attachment or exhibit. Further, the terms of the RFP and of the successful offeror's response to the RFP (the "Response") shall be incorporated into the final contract, with the contract taking precedence over either the RFP or the Response, and the RFP taking precedence over the Response in the event the documents conflict.

Also, the contract will state that Colorado law shall govern the contract and that the offeror must agree to indemnify TCHD. A commercially reasonable version of the following language shall appear in the contract:

"The offeror shall indemnify, save, and hold harmless TCHD, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the offeror, or its employees, agents, subofferors or assignees pursuant to the terms of this Contract".

**TCHD is precluded by State law from indemnifying any parties, including offerors.**

**L) RFP Cancellation:**

TCHD reserves the right to cancel this RFP at any time, without penalty.

**M) RFP Response/Material Ownership:**

All material submitted regarding this RFP becomes the property of TCHD, unless otherwise noted in the RFP.

**N) Incurring Costs:**

TCHD is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order. No property interest, of any nature shall occur until a contract is awarded and signed by all concerned parties.

**O) Non-Discrimination:**

The offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

**P) News Releases:**

Neither TCHD, nor the offeror, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval.

**Q) Certification of Independent Price Determination:**

- 1) By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:
  - (a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
  - (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
  - (c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- 2) Each person signing the Request for Proposal form of this proposal certifies that:
  - (a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
  - (b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

- 3) A proposal will not be considered for award where (1)(a), (1)(c), or (2) above has been deleted or modified. Where (1)(b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and TCHD's Director of Purchasing, or designee, determines that such disclosure was not made for the purpose of restricting competition.

**R) Taxes:**

The Tri-County Health Department, **is exempt from all federal excise taxes under Chapters 32 and 33 of the Internal Revenue Code and from all Colorado State and local government sales and use taxes (see C.R.S. 39-26-114(a) and 203).**

**S) Assignment and Delegation:**

Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

**T) Availability of Funds:**

Financial obligations of TCHD payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to TCHD.

**U) Independent Contractor Clause:**

Contracts resulting from this RFP must contain the following clause:

"THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE OF TCHD. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF TCHD. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY TCHD PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR A THIRD PARTY PROVIDES SUCH COVERAGE AND THAT TCHD DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND TCHD TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKER'S COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUIRED BY TCHD) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS."

**V) Standard of Conduct:**

The successful firm shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

TCHD may request the successful firm to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

- 1) Neglect of duty.
- 2) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- 3) Theft, vandalism, immoral conduct or any other criminal action.
- 4) Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for TCHD.

**W) Other Statutes:**

- 1) The signatory hereto avers that he/she is familiar with Colorado Revised Statutes, 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation of such provisions is present.
- 2) The signatory hereto avers that to his/her knowledge, no Tri-County Health Department employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

**SECTION V PROPOSAL SUBMISSION / TECHNICAL PROPOSAL RESPONSE FORMAT**

Following are the technical response requirements for this RFP. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content or aberrations in form may, at TCHD's discretion, render the response non-responsive.

**Offerors shall submit:**

Technical Proposal: One (1) original and two (2) copies of the technical proposal response signed in ink by the authorized representative of the offeror submitted in a sealed package, clearly marked on the outside. An electronic copy shall also be provided in Microsoft Word. This copy may be provided via e-mail provided the sizes of any attachments are less than 10 MB. Attachments and supplements may be provided in alternate formats such as Microsoft Excel, Microsoft PowerPoint and Adobe Acrobat (.pdf).

**A) Cover Letter.**

Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make your proposal non-responsive). Please include the name and contact information for one individual in your organization dedicated as the point-person.

**B) Offeror's Experience and Qualifications**

**1) General Offeror Information:** Provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).

**2) Responsibility Information:**

(a) Financial Information.

(1) If you are a *public company*, provide the following information:

- Form 10K (or Form 10K-SB Small Business);
- Form 10Q (Form 10Q-SB Small Business); and
- Annual Report for last fiscal year.

(2) If you are a private entity, provide the following information:

- Audited or reviewed financial statements for each of the three (3) most recent fiscal years;
- If audited or reviewed financial statements are not available, provide, at a minimum, a balance sheet, statement of operations, and statement of cash flows for each of the three (3) most recent fiscal years.
- Annual reports or other documents that provide information about the company's operations; and
- Bank references.

**3) References:**

Please provide information from at least three (3) references from organizations and/or your accounts that have utilized similar products or services for a similar project of this size and scope. Include, at a minimum, the following information: 1) company name, 2) contact name, 3) phone number, 4) fax number, 5) email address, 6) brief description of project scope and value, 7) status of project. References may be contacted at any time during this RFP process to determine an offeror's responsibility.

**4) Complete resumes:**

Please include resumes for the specific individuals to be assigned to this project which display his/her/their technical and managerial capabilities to successfully execute the requirements of this project.

**5) System Overview:**

Provide an overview of the software product(s) you propose to utilize for this project. Include a description of key features and functionality. Feel free to describe what aspects of your product set your company apart from your competition. Please provide samples of user interfaces, which can include screen shot samples with narrative descriptions. If you have a trial or sample version of the software on CD/DVD or by download, please include a copy with your proposal.

**6) Service and Maintenance Specification:**

Provide a detailed description of services provided of all items outlined in Section II (E): Service and Maintenance Specifications.

**7) Disclosure of Investigations/Actions Involving Bidder:**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage.

**8) Sample Contract**

Provide a Contract for the type of work being proposed to this request. This contract should reflect the types of conditions, stipulations and terms that would be expected for this type of contract.

**C) Mandatory Requirements:**

By submitting a proposal, you certify that your company meets all of the following mandatory requirements:

- 1) Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
- 2) Vendor or principals may not have declared any form of Bankruptcy in the last five (5) years.
- 3) Bidders shall possess adequate staffing resources, financial resources and organizational capability to perform the type, magnitude, and quality of work specified in this RFP.
- 4) Bidders shall be financially viable, creditworthy, commercially sound and possessed of the financial resources necessary to perform the work specified in this RFP and fulfill all contractual obligations resulting from this RFP.
- 5) Bidders shall have been in continuous operation for the past four (4) years.

**D) Use of Subcontractors/Partners**

There may be areas for use of subcontractors or partners in this project. TCHD encourages use of small businesses wherever viable. If you are utilizing this approach, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that TCHD will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.

**E) Technical Proposal Components:**

- 1) Provide an overview of the software product(s) you propose to utilize for this project and reasoning behind recommendations.
- 2) System requirements for hardware and software.
- 3) Data conversion process.
- 4) Project schedule estimate and milestones.
  - (a) Time frames
  - (b) Development
  - (c) Testing
  - (d) Data conversion and clean-up
  - (e) Software Installation (if applicable)
  - (f) Hardware installation (if applicable)
  - (g) Training options
  - (h) User Manuals / System Documentation
  - (i) Other
- 5) Software Demonstration:
 

Finalist will be required to provide an onsite demonstration of the product software to TCHD preferably using an existing or staging data set from a similar type agency.

  - (a) Retail Food Inspection Script
    - (1) Demonstrate to TCHD processes used in scheduling, conducting and reporting an inspection. Demonstrate ease of use, accuracy, and efficiency. Show canned and custom comments on inspection forms and resulting forms produced.
    - (2) Show the inspection process from beginning to end.
    - (3) Show establishments with multiple addresses and owners with multiple and various types of establishments and how the system handles them.
    - (4) Demonstrate posting inspections to the web. Show options on how much or little can be seen by the public.
    - (5) Show reporting options. Examples of canned and custom reports with and without Chrystal Reports. Show individual EH Inspector number of critical violations and total inspection vs. departmental averages.
    - (6) Demonstrate how mobile operations work. Is there an off-line version of the program that syncs?
  - (b) ISDS Script
    - (1) Show how software tracks installers and cleaners
      - Show individual and bulk invoicing processes.
    - (2) Show permits application process
      - Demonstrate process for collecting permit information.
      - Demonstrate attaching documents to the permit
      - Show the inspections process initial and final inspections.

- Demonstrate printing permit and formats
- (3) Show general search parameters to include parcel number, owner's name, facility name, property addresses, watershed, surface water, towns, and county.
- (c) Complaint Script
  - (1) Demonstrate process to report complaints and findings from several different inspection areas
  - (2) Create reports on how many complaints for each area, and further break down by type. I.e. # of mold and radon complaints in IH, vs. the number of retail food complaints.
- (d) Financial Script
  - (1) Demonstrate bulk and individual invoicing process as well as posting payments.
  - (2) Demonstrate credit card processing both by the public on the website, and at TCHD processed by staff.
  - (3) Demonstrate daily cash drawer reports.
- 6) Price Proposal Format
  - (a) Executive Summary Price Proposal of all recommended modules, implementation costs, additional hardware and software, etc.
  - (b) Itemized Price Proposal
  - (c) See Section VI for additional details

**F) Signature Page and W-9.**

TCHD requires a W-9 for each vendor it does business with. This form can be found on the IRS website at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

**SECTION VI FINANCIAL PROPOSAL (PRICE / COST) RESPONSE FORMAT**

**FOLLOWING ARE THE FINANCIAL RESPONSE REQUIREMENTS FOR THIS RFP. ALL SPECIFIC RESPONSE ITEMS REPRESENT THE MINIMUM INFORMATION TO BE SUBMITTED. DELETIONS OR INCOMPLETE RESPONSES IN TERMS OF CONTENT OR ABERRATIONS IN FORM MAY, AT TCHD'S DISCRETION, RENDER THE RESPONSE NON-RESPONSIVE.**

**OFFERORS SHALL SUBMIT:**

**FINANCIAL PROPOSAL: ONE (1) ORIGINAL AND TWO (2) COPIES OF THE PRICING/COST INFORMATION SUBMITTED SEALED IN A SEPARATE PACKAGE FROM THE TECHNICAL PROPOSAL, CLEARLY MARKED ON THE OUTSIDE. An electronic copy shall also be provided in Microsoft Word. This copy may be provided via e-mail provided the sizes of any attachments are less than 10 MB. Attachments and supplements may be provided in alternate formats such as Microsoft Excel, Microsoft PowerPoint and Adobe Acrobat (.pdf).**

**EH INSPECTION SOFTWARE RFP PRICING TEMPLATE.XLSX**

Description of charges	One-Time Costs	Annual Costs	Amount Included in Annual Maintenance Agreement?
Summary of all Price Proposals for total implementation. (Do not include Maintenance agreements)			
Itemized price proposal of software recommended modules			
Itemized Licensing fee for required software price proposal. Apx. 60 seats			
Itemized Licensing fee for additional optional software price proposal.			
Itemized Professional Services Price Proposal by Implementation Phase and Activity			
Data Conversion & Clean Up			
Customizations and Modifications			
Additional Hardware requirements			
Additional Software requirements			
Travel Cost Proposal			
Training Cost Proposal			
Training On-site			
Training Off-site			
Training Web-based			
Training Other			
Any additional costs not included elsewhere			
Annual Maintenance Agreements:			

Various Support levels and what they include			
Technical Support Remote			
Technical Support Other			
Technical Support Other			
Technical/ Customer Support not included elsewhere			
Routine Database Administration			
Software upgrades charges			
Additional charges if over included hours			

**ESTIMATED PROPOSAL PRICES ARE NOT ACCEPTABLE. PROPOSAL PRICES WILL BE CONSIDERED TO BE YOUR BEST AND FINAL OFFER, UNLESS OTHERWISE STATED IN THE RFP.**

**THIS TEMPLATE ORGANIZES ALL COST INFORMATION IN THE SAME ORDER AS LISTED IN SECTION V., PART E., TECHNICAL PROPOSAL COMPONENTS. FINANCIAL PROPOSALS THAT ARE DETERMINED TO BE AT A VARIANCE WITH THIS REQUIREMENT MAY NOT BE ACCEPTED.**

**TRI-COUNTY HEALTH DEPARTMENT’S STANDARD PAYMENT TERMS ARE NET 30. AS PART OF THEIR COST PROPOSAL, OFFERORS SHOULD INCLUDE A SECTION ON THE METHODOLOGY OF HOW APPROPRIATE MONTHLY BILLINGS ARE DETERMINED FOR BOTH GOODS/MATERIALS AND FOR SERVICES. IN ADDITION, IT SHOULD BE NOTED AS TO THE TERM OF ANY WARRANTY PERIOD(S) FOR MATERIAL AND/OR LABOR, WHAT THE WARRANTY INCLUDES, AND WHAT THE WARRANTY SPECIFICALLY EXCLUDES.**

**SECTION VII EVALUATION AND AWARD**

**A) Proposal Evaluation**

All proposals submitted in response to this RFP will be reviewed for responsiveness by the Purchasing Agent prior to referral to the evaluation committee. A committee will then evaluate all responsive proposals in accordance with the criteria described below. Total scores will be tabulated, and the contract will be awarded to the offeror whose proposal is deemed to be the most advantageous to TCHD.

If TCHD requests presentations by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. Please note that the dates for presentations have tentatively been set for the week of 11/14/11. If your company is invited to give a presentation to the committee, these dates may not be flexible.

TCHD, at its discretion, may utilize a Best and Final Offer (BAFO) stage. If this phase is utilized, the Purchasing Agent shall submit to the vendors most likely to receive the award, requests for specific clarification and allow vendors to enhance their pricing. The

Purchasing Agent shall coordinate the offerors' responses for review by the evaluation committee. The Purchasing Agent shall be the SOLE point of contact throughout the process for all offerors. Please note that the dates for the BAFO stage already been set for the week of Monday 11/21/11. If your company is invited to participate in this stage, these dates may not be flexible. If TCHD requests Best and Final Offers by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. In lieu of revising scoring, TCHD reserves the right to evaluate BAFOs by use of a narrative.

The contract will be awarded to the vendor whose overall offer is deemed to be the most advantageous to TCHD as determined by the evaluation committee. The Purchasing Agent, after review and approval of the evaluation committee's written recommendation, will notify all offerors via a posting on the TCHD website of the results of the RFP evaluation. The posting will be an announcement of "Notice of Intent to Make an Award" which will name the apparent offeror.

In preparing responses, offerors should describe in great detail how they propose to meet the specifications as detailed in the following sections. Specific factors will be applied to proposal information to assist TCHD in selecting the most qualified candidate for this contract. Evaluation criteria that will be used are as follows, listed in no particular order:

Proposer Qualifications	5%
Implementation, Installation & Training Proposal	15%
Software Functionality	30%
System Requirements	10%
Service & Maintenance	15%
Cost Evaluation Criteria from Section VI	25%
<hr/> TOTAL	<hr/> 100%

A presentation and/or demonstration may be requested by "short-listed" vendors prior to award. However, a presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal.

**B) Determination of Responsibility of the Offeror**

TCHD Procurement Rules state a Purchasing Agent shall make purchases from, and award contracts to, Responsible vendors only. TCHD reserves the right to make its offeror responsibility determination at any time in this RFP process and may not make a responsibility determination for every offeror.

Factors to be considered in determining whether the standard of responsibility has been met include whether an offeror has:

- 1) available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them necessary to indicate the capability to meet all contractual requirements;

- 2) a satisfactory record of performance;
- 3) a satisfactory record of integrity;
- 4) the legal authority to contract with TCHD; and
- 5) Supplied all necessary information in connection with the inquiry concerning responsibility.

The offeror shall supply information requested by TCHD in Section V., PROPOSAL SUBMISSION / TECHNICAL PROPOSAL RESPONSE FORMAT concerning the offeror's responsibility. TCHD reserves the right to request further information as it deems necessary to determine the offeror's responsibility. If the offeror fails to supply the requested information, TCHD shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

**ATTACHMENT A: SIGNATURE BLOCK**

***Offerors shall complete this page and include it with their technical and financial proposals.***

Be sure to attach a W-9 as found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

I certify our company's receipt of \_\_\_\_\_ modifications to this RFP.  
(number)

**By signing below, you agree to all terms & conditions in this RFP, except where expressly described in your cover letter.**

\_\_\_\_\_  
Original Signature by Authorized Officer/Agent

\_\_\_\_\_  
Vendor's Tax ID Number (FEIN)

\_\_\_\_\_  
Type or printed name of person signing

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Vendor Mailing Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Proposal Valid Until (at least for 90 days)

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Website Address

## ATTACHMENT B: INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain, at its own expense and for the duration of the contract, the minimum insurance coverages set forth below. By requiring such minimum insurance, TCHD shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

### COVERAGES

1. **Commercial General Liability** – ISO most current form. Coverage to include:
  - Premises and Operations
  - Personal / Advertising Injury
  - Products / Completed Operations
  - Liability assumed under an Insured Contract (including defense costs assumed)
  - Independent Contractors
  
2. **Automobile Liability** including all:
  - Owned Vehicles
  - Non-owned Vehicles
  - Hired Vehicles
  
3. **Workers Compensation**
  - Statutory Benefits (Coverage A)
  - Employers Liability (Coverage B)

### **LIMITS REQUIRED**

The Contractor shall carry the following limits of liability as required below:

#### **Commercial General Liability**

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Payments (Any One Person)	\$ 5,000

#### **Automobile Liability**

Bodily Injury/Property Damage (Each Accident)	\$1,000,000
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**Workers' Compensation**

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	\$ 100,000 Each Accident
	\$ 100,000 Disease Each Employee
	\$ 500,000 Disease Policy Limit

**ADDITIONAL INSURANCE REQUIREMENTS**

1. All Insurers must be licensed or approved to do business within the State of Colorado, and unless otherwise specified, all policies must be written on a per occurrence basis.
2. The Contractor shall provide TCHD a Certificate of Insurance Form evidencing all required coverages, prior to commencing work or entering TCHD premises.
3. The Contractor shall name **"The Board of Governors of TCHD"** as an Additional Insured as respects the general liability policy.
4. Upon request by TCHD, Contractor must provide a copy of the actual insurance policy effecting coverage(s) required by the contract.
5. TCHD requires that all policies of insurance be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by TCHD.
6. A Separation of Insureds Clause must be included in general liability policies.
7. The Contractor shall advise TCHD in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit. At their own expense, the Contractor will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to TCHD a new certificate of insurance showing such coverage is in force.
8. Contractor's insurance carrier should possess a minimum A.M. Best's Insurance Guide rating of A VII.
9. Provide a minimum of 30 days advance written notice to TCHD for cancellation, non-renewal, or material changes to policies required under the contract.

Failure of the Contractor to fully comply with these requirements during the term of the contract may be considered a material breach of contract and may be cause for immediate termination of the contract at the option of TCHD. **TCHD reserves the right to negotiate additional specific insurance requirements at the time of the contract award.**

**Non-Waiver**

The parties hereto understand and agree that TCHD is relying on, and does not waive or intend to waive by any provision of this contract, **the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq.,** as from time to time amended, or otherwise available to TCHD or its officers, employees, agents, and volunteers.

**Mutual Cooperation**

TCHD and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

Revised 04/12/2011