



Colorado Springs Utilities

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REQUEST FOR PROPOSAL (RFP)

For

RFP-SG-71449 Direct Mail for project COPE

COLORADO SPRINGS UTILITIES

Colorado Springs Utilities Foundation

Publish Date: 3/25/09

RFP Due Date: 4/23/09

TABLE OF CONTENTS

SECTION 1: INTRODUCTION AND BACKGROUND	1
1.01 INTRODUCTION	1
1.02 DEFINITIONS	1
1.03 REQUESTS FOR INFORMATION / CLARIFICATION	1
1.04 SUBMISSION OF PROPOSAL	1
1.05 SCHEDULE OF EVENTS	2
SECTION 2: ADMINISTRATIVE REQUIREMENTS	3
2.01 SCOPE OF TERMS AND CONDITIONS	3
2.02 AGREEMENT TERMS AND CONDITIONS	3
2.03 OBJECTIVE OF REQUEST FOR PROPOSAL	3
2.04 PRE-PROPOSAL CONFERENCE	3
2.05 AWARD OF CONTRACT	3
2.06 ADDENDA TO THE REQUEST FOR PROPOSAL	3
2.07 RESPONDENT RESPONSIBILITY FOR PROPOSAL COSTS	3
2.08 DISCOUNTS FOR PROMPT PAYMENT	4
2.09 ECONOMY OF PROPOSALS	4
2.10 SUBSTANTIVE PROPOSALS	4
2.11 PROPOSALS BINDING	4
2.12 DISCLOSURE OF PROPOSAL CONTENT	5
2.13 NOTIFICATION	5
2.14 RIGHT TO REJECT PROPOSALS AND NEGOTIATION	5
2.15 TAXES	5
2.16 NON-COLORADO CORPORATIONS	6
2.17 DELIVERABLES AND PROJECT OBJECTIVES	6
2.18 SELECTION PROCESS	6
2.19 PROPOSAL CONTENT AND MINIMUM SUBMITTAL REQUIREMENTS	7

The following Exhibits apply and are attached or otherwise incorporated by reference where checked below:

EXHIBIT A	STATEMENT OF WORK
EXHIBIT B	SUPPLIER RESPONSE FORMS
EXHIBIT C	CONTRACT FORM AND TERMS Contract for Goods and Services
EXHIBIT E	INTENT TO RESPOND FORM [F05-09327]
EXHIBIT T	TRAVEL LIMITATIONS (Click to hyperlink to GSA Pricing) (If cost reimbursable travel is contemplated)

SECTION 1: INTRODUCTION AND BACKGROUND

1.01 INTRODUCTION

This RFP provides prospective firms with sufficient information to enable them to prepare and submit proposals for a contract(s) to provide Direct Mail for project COPE.

In order to raise much needed funds for Project COPE, Colorado Springs Utilities Foundation needs to do a direct mail piece in October 2009. In order to get the best return on our investment CSU is looking for an agency that has fund raising experience for a fuel fund.

This solicitation provides the UTILITIES Procurement and Contract Services Manager with the option of extending the opportunity to include any Colorado governmental agencies, departments, units or sections in any awarded agreement without modifying the terms and conditions herein. All such requests by Colorado governmental agencies shall be coordinated by UTILITIES Procurement and Contract Services Manager.

1.02 DEFINITIONS

Please note the following definitions of terms as used herein:

“Agreement” means the UTILITIES standard contract and terms referenced under Exhibit C.

“Respondent” means the person, firm, or corporation that submits a formal sealed proposal and which may or may not be successful in being awarded this procurement.

“Request for Proposal (RFP)” means all documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

“UTILITIES” means Colorado Springs Utilities, an enterprise of the City of Colorado Springs, a Colorado home rule city and municipal corporation.

1.03 REQUESTS FOR INFORMATION / CLARIFICATION

Any requests for clarification or additional information regarding the submission of this RFP shall be directed to:

Shelly Generman, Sr. Procurement Specialist
Colorado Springs Utilities Procurement and Contract Services Office
PO Box 1103
Colorado Springs, CO 80947-0920
Phone 719-668-3852
Fax 719-668-2852
sgenerman@csu.org

*** See Section 1.04 below for overnight deliveries.**

The person listed above is the designated liaison between UTILITIES and Respondent. **Any unauthorized contact regarding the subject matter of this RFP between any Respondent, its agent, employees, or others on the Respondent's behalf and Utilities staff, other than Procurement and Contract Services personnel (as listed on our web site, www.csu.org/business/sourcing), may result in rejection of the Respondent's proposal.**

*All questions/clarifications must be sent via email to the designated liaison above **no later than 4/3/09.***

A letter of Intent to Respond (Exhibit E), to include response decisions, must be emailed to the designated liaison on or before 4/3/09. There is no need to include Exhibit E in the final response package submitted to Springs Utilities.

1.04 SUBMISSION OF PROPOSAL

Respondents are required to submit **six (6) bound copies of the technical proposal, and two (2) copies of the cost proposal, one (1) CD or Disk copy of the technical, and one (1) CD or Disk copy of cost proposal (in Microsoft Office format).** Cost and technical proposals must be in separate envelopes clearly marked “Cost” or “Technical”.

All proposals must be received no later than , 4/23/09, at UTILITIES Procurement and Contract Services Office. Responses shall be addressed as follows:

<u>Hand or Overnight Delivery</u>	<u>US Mail</u>
Proposal for RFP- SG-71449 Direct Mail for project COPE	Proposal for RFP-SG-71449 Direct Mail for project COPE
Colorado Springs Utilities Procurement and Contract Services Office	Colorado Springs Utilities Procurement and Contract Services Office
121 S. Tejon St., Suite 200	PO Box 1103, Mail Code 0920
Colorado Springs, CO 80903	Colorado Springs, CO 80947-0920

Proposals may be either mailed or hand-delivered. The Respondent shall be responsible for actual delivery of the proposal to the proper office before the deadline. Any proposals received after the deadline may be returned unopened.

The proposal must contain the signature of a duly authorized officer or agent of the Respondent's company empowered with the right to bind the Respondent's company.

Each proposal must be sealed to provide confidentiality of the information prior to the submission date and time. The proposals shall be firmly wrapped and securely sealed, addressed to UTILITIES Procurement and Contract Services Office, clearly marked “Proposal for: RFP-SG-71449 Direct Mail for project COPE”. UTILITIES will not be responsible for premature opening of proposals not properly labeled.

All proposals become the property of UTILITIES upon receipt. The content of all proposals will be kept confidential until an award is made, after which the content will no longer be kept confidential, except as provided herein.

Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified shall be sealed and submitted to the Procurement and Contract Services office prior to the proposal submission deadline.

UTILITIES hereby notifies all Respondents that in regard to any contract entered into pursuant to this request for proposal, small and disadvantaged business enterprises will be afforded full opportunity to this request for proposal and will not be discriminated against on the grounds of race, religion, color, sex, age or national origin in consideration for an award.

1.05 SCHEDULE OF EVENTS

<u>Event</u>	<u>Date</u>
Solicitation Released to Prospective Respondents	Wednesday 3/25/09
Questions from Respondents	Friday 4/3/09
Intent to Respond (Exhibit E)	Friday 4/3/09
Due Date & Time for Proposals	Thursday 4/23/09 3:00 pm (MT)
Targeted Award Date	June 2009

SECTION 2: ADMINISTRATIVE REQUIREMENTS

2.01 SCOPE OF TERMS AND CONDITIONS

The following terms and conditions shall govern the submission of proposals and any Agreement resulting from this procurement. Respondents, by virtue of submission of a proposal, acknowledge and accept these Terms and Conditions.

2.02 AGREEMENT TERMS AND CONDITIONS

The terms and conditions set forth in the Exhibit C documents shall govern any contract(s) ensuing from this Request for Proposal. By submitting a proposal in response to this RFP, the respondent accepts the terms and conditions set forth in this RFP, including Exhibits thereto. Failure to accept these terms and conditions may result in the proposal being deemed unresponsive.

Additional terms and conditions, requests for clarification, or any alterations to terms and conditions contained herein, submitted by a respondent after the solicitation due date, may not be accepted considered for negotiation or incorporation into the terms of the awarded contract.

2.03 OBJECTIVE OF REQUEST FOR PROPOSAL

The objective of this RFP is to provide sufficient information to enable qualified Respondents to submit written proposals. The RFP is not a contractual offer or commitment to purchase products or services.

All information must be legible. Any and all corrections and or erasures must be initialed. The Original proposal shall be accompanied by a transmittal letter signed in ink by an authorized representative of the Respondent. The contents of the proposal submitted by the successful Respondent of the RFP may become part of any contract awarded as a result of this solicitation.

This Request for Proposal refers to UTILITIES and the City of Colorado Springs. Any rights exercised by UTILITIES hereunder may be exercised by the City and vice versa.

2.04 PRE-PROPOSAL CONFERENCE

This is not applicable to this project.

2.05 AWARD OF CONTRACT

Contract(s) may be negotiated by Procurement and Contract Services with Respondent(s) whose proposal is determined to be the most advantageous to UTILITIES, considering cost as well as other factors based on the criteria described herein, all as solely determined by UTILITIES. Award of contract may be made without discussion after proposals are received. Proposals should, therefore, be submitted initially on the most favorable terms, from both price and technical standpoints. UTILITIES reserves the right to award the contract in whole or in part.

2.06 ADDENDA TO THE REQUEST FOR PROPOSAL

If it becomes necessary to revise any part of this RFP, an addendum will be posted onto the Rocky Mountain E-Purchasing website, which is available to all who have registered on the site. It is the Respondent's responsibility to monitor and download any Exhibits and Addendums that may be posted on this website. **UTILITIES will not be held responsible for additional notifications to Respondents.**

2.07 RESPONDENT RESPONSIBILITY FOR PROPOSAL COSTS

UTILITIES is not liable for any cost incurred by any Respondent associated with the preparation of a proposal or the negotiation of a contract for services prior to the issuing of the contract.

Selected Respondents may be asked to present their proposals and/or to demonstrate ability to provide products or services to UTILITIES' representatives in Colorado Springs or at another location agreeable to both parties. The Respondents shall bear all costs for such presentations.

2.08 DISCOUNTS FOR PROMPT PAYMENT

(a) Please include information on discounts for prompt payment in your bid/proposal. Discounts for prompt payment will not be considered in the evaluation of proposals/bids. Any offered discount terms agreed to by Colorado Springs Utilities will form a part of the award and payment will be discounted if made within the discount period indicated in the proposal/bid.

(b) Determination of the discount payment period will be calculated from either the date of delivery of acceptable goods, or the receipt of a properly prepared invoice, whichever date is later. If the Supplier/Contractor has not placed a date on the invoice, the invoice date shall be the date Accounts Payable receives a completed invoice. Originals of all invoices shall be sent to Colorado Springs Utilities Accounts Payable MC929, P.O. Box 1103 Colorado Springs, CO 80947-0929. Payment shall be considered to have been made on the date that appears on the payment check, or the specified payment date of an electronic funds transfer. When the discount date falls on a Saturday, Sunday, or legal holiday payment shall be made on the following business day.

2.09 ECONOMY OF PROPOSALS

Respondent must submit a complete and concise response to the RFP, which will be retained by UTILITIES. Proposals should be prepared simply and economically, while providing complete details of the Respondent's abilities to meet the requirements of this RFP.

2.10 SUBSTANTIVE PROPOSALS

The Respondent shall certify (a) that Respondent's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Respondent has not directly or indirectly induced or solicited any other Respondents to put in a false or sham proposal; (c) that Respondent has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a proposal; and (d) that Respondent has not sought by collusion to obtain for themselves any advantage over any other Respondents or over UTILITIES; and (e) Respondent shall not violate or cause any person to violate, the Colorado Code of Ethics (C.R.S. 24-18-101 et. seq.).

2.11 PROPOSALS BINDING

Respondents are advised that proposals shall be binding upon the Respondent for **one hundred twenty (120) calendar days** from the proposal due date. A Respondent may withdraw or modify their proposal any time prior to the proposal due date by a written request, signed in the same manner and by the same person who signed the proposal.

2.12 DISCLOSURE OF PROPOSAL CONTENT

If a proposal contains confidential or proprietary information that the Respondent does not want disclosed to the public, or used for any purpose other than the evaluation of this offer, all such information must be indicated with the following or similar statement:

"The information contained on page/s _____, shall not be duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided; that if a contract is awarded to this firm, as a result of the submission of such information, UTILITIES shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit UTILITIES right to use the information contained herein if obtained from another source."

All such nondisclosure items specified in the proposal shall be subject to the Colorado Public Records Act or as otherwise provided by law or regulation.

Respondent acknowledges and agrees that all material provided to UTILITIES during the RFP process and contract negotiation and administration may be used without restriction by UTILITIES in the future. Respondent must be specific about any exceptions to this provision.

In the event that a proposal is rejected, UTILITIES reserves the right to use any of the concepts or ideas contained therein without incurring any liability.

All Respondent marketing and promotional documentation supplied as part of the Respondent's proposal may be included as addenda to any final contract that may result with said Respondent.

2.13 NOTIFICATION

All notifications will be posted onto the Rocky Mountain E-Purchasing website, which is available to all who have registered on the site. It is the Respondent's responsibility to monitor and download any information that may be posted on this website. **UTILITIES will not be held responsible for additional notifications to Respondents.**

2.14 RIGHT TO REJECT PROPOSALS AND NEGOTIATION

UTILITIES reserves the right to reject any and all proposals and to waive any formality in proposals received, to accept or reject any or all of the items in the proposal, and award the contract in whole or in part, if it is deemed in UTILITIES best interest.

UTILITIES reserves the right to negotiate any and all elements of the proposal, if such action is deemed to be in the best interest of UTILITIES.

2.15 TAXES

The contractor shall apply to the Colorado Department of Revenue for a tax-exempt certificate for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax (2.5%) which shall be applicable and included in your bid or proposal in all cases. The tax exempt project number and the exemption certificate only applies to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated in this project.**

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure.** In these instances, the purchase or rental is subject to full taxation of 7.4% (City-2.5%, County-1%, PPRTA-1%, and State-2.9%).

The Contractor and all subcontractors shall include in their bid or proposal City of Colorado Springs Sales and Use Tax (2.5%) on the work covered by the Contract, and other taxes as applicable.

Note: For all equipment, materials and supplies incorporated into the work purchased from vendors or suppliers not licensed to collect City Sales Tax (i.e. out of state suppliers, etc), City Use Tax (2.5%) is due and payable to the City. The contractor shall execute and deliver, and shall cause the Contractor's subcontractors to execute and deliver to the City Sales Tax Office, ST 16 forms listing all said equipment, materials and supplies and the corresponding use Tax due, along with payment for said taxes unless already included in the bid or proposal price. Any outstanding taxes due may be withheld from the final payment due the contractor.

Forms and instructions can be downloaded at www.springsgov.com/salestax. Questions can be directed to the City Sales Tax Division at (719) 385-5903.

Our Registration Numbers are as follows:

City of Colorado Springs
Federal I.D.: 84-6000574
Federal Excise: A-138557
State Sales Tax: 98-03479

2.16 NON-COLORADO CORPORATIONS

Before or at the time that any resultant contract is awarded to a corporation domiciled outside the State of Colorado, such corporation shall be responsible for meeting all local, state or federal statutes associated with performing the work hereunder.

When required to perform the contract in Colorado, such corporation must obtain (and make available upon request) a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid.

2.17 DELIVERABLES AND PROJECT OBJECTIVES

Perform in accordance with Exhibit A requirements and respond to each section of Exhibit B.

2.18 SELECTION PROCESS

Each Respondent may be required to show that they have satisfactorily provided products and performed similar work in the past and that no claims of any kind are pending against such work. No proposal will be accepted from a Respondent who is engaged in any work which would impair their ability to perform or finance this work. All such work shall be revealed in the proposal.

No proposal will be accepted from, nor will a contract be awarded to, any Respondent who is in arrears to UTILITIES and/or the City of Colorado Springs, Colorado, upon any debt or contract, or who is in default, as surety or otherwise, upon any obligation to UTILITIES or is deemed to be irresponsible or unreliable by UTILITIES.

The selection committee will use all facts, information, and data available to finalize its evaluation. On the basis of qualifications, technical and cost response to this RFP and subsequent evaluation activities, the selection committee intends to recommend one or more Respondent(s) to provide the required scope of this RFP.

Failure of the Respondent to provide any information requested in this RFP may result in disqualification of the proposal. UTILITIES, at its sole discretion, may elect to request clarification for the sole purpose of eliminating minor irregularities, in formalities, or apparent clerical mistakes in the proposal. The selection committee's sole objective will be to recommend the award of a contract to the Respondent with a proposal that is most responsive to UTILITIES' needs and most advantageous to UTILITIES considering cost as well as other factors based on evaluation criteria described herein.

Proposals will be judged on the information provided in the proposal submission or provided in response to interview questions, if interviews are conducted. The following criteria will be used to evaluate the proposals:

- A. Previous background and experience relevant to this RFP.

- B. Schedule of pricing, rates (pricing) and/or fees for services proposed, including discounts, if any. (To be in separate sealed envelope.)
- C. Technical content of the proposal, and how well the stated needs are addressed.
- D. Performance (cost, schedule, technical) on relevant work performed by the proposed project team.
- E. Adequacy and completeness of the proposal with regard to the information specified herein; i.e., compliance with and acceptance of all terms, conditions, and all other provisions contained in the RFP.

Discussions (oral or written), if held at the sole discretion of the evaluation committee, may be used to ensure an understanding of the requirements as part of the evaluation process when the proposal alone will not suffice. A Best and Final Offer may be requested after discussions are completed. Negotiations are at the discretion of UTILITIES.

2.19 PROPOSAL CONTENT AND MINIMUM SUBMITTAL REQUIREMENTS

Respondents are encouraged to submit clear responses to the RFP. Responses of excessive length or overly elaborate are discouraged. UTILITIES reserves the right to include any and all portions of the selected proposal in the final contract. Due to the need for an expedient review of proposals and selection of a Respondent, Respondents are cautioned against submitting excessive and extraneous material not directly responsive (change from responsive to responding to the issues raised in the RFP. Instructions regarding scope and content are given in this section. These instructions are designed to ensure the submission of information essential to the understanding and comprehensive evaluation of the proposal.

To be considered responsive, all proposals MUST include the following information with an emphasis on adding value to UTILITIES. In order to expedite the evaluation of proposals, Respondents shall organize their proposals in the sequence specified below. Proposals not addressing the following items may be considered non-responsive.

- A. Compliance with all of the requirements as identified in Exhibit A. Any non-compliance shall be explained in detail.
- B. The responses to each section of Exhibit B, "Supplier Response Form" following the format of Exhibit B.
- C. Completion and submission of all required exhibits and/or attachments as described in the RFP.