

**A REQUEST FOR PROPOSALS (RFP)**

**for**

**General Planning Services**

**June 24, 2013**

**DENVER REGIONAL COUNCIL OF GOVERNMENTS  
1290 Broadway, Suite 700  
Denver, Colorado 80203-5606**

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## I. INSTRUCTIONS FOR SUBMITTAL OF PROPOSALS

### A. Summary

The Denver Regional Council of Governments (DRCOG) hereby issues this Request for Proposals (RFP) in order to solicit proposals from individuals, firms, and teams (referred to further herein also as “respondent”) with experience in data collection and development of architectural renderings and key planning initiatives.

### B. RFP Schedule

Consideration of the responses will be governed by the following schedule, which is subject to revision by DRCOG.

Milestone	Details	Date
Distribution	<p>Requests for Proposals (referred to further herein also as “solicitation”) will be forwarded to respondents and firms who have indicated an interest in participating in this project or who have displayed evidence of expertise in data collection and development of architectural renderings and key planning initiatives.</p> <p>The solicitation is also posted on DRCOG’s website at <a href="http://www.drcog.org">www.drcog.org</a>.</p>	June 24, 2013
Questions and Inquiries	<p>Questions and inquiries must be submitted on or before this date. Please use the DRCOG Q&amp;A Web page to submit questions at:</p> <p><a href="http://www.drcog.org/bids/faq/dsp_addQuestion.cfm?code=RPO15">http://www.drcog.org/bids/faq/dsp_addQuestion.cfm?code=RPO15</a></p> <p>All questions and answers will be posted on this Web page for all interested parties to view.</p>	June 27, 2013
Question Responses	<p>DRCOG will respond to questions and inquiries via the DRCOG Q&amp;A web page to ensure that all interested parties have the same information.</p> <p><a href="http://www.drcog.org/bids/faq/dsp_viewFAQs.cfm?code=RPO15">http://www.drcog.org/bids/faq/dsp_viewFAQs.cfm?code=RPO15</a></p> <p>Responses to questions will be posted by this date.</p>	June 28, 2013
Submittals due	<p>Responses to this request must be received at the following address no later than 5:00 PM Mountain time:</p> <p style="text-align: center;">Denver Regional Council of Governments Attention: <b>Roberta Cole</b> 1290 Broadway, Suite 700 Denver, Colorado 80203-5606</p> <p>Proposals shall be submitted in bound form, with 5</p>	July 8, 2013

	<p>identical copies each. Proposals must be delivered sealed and marked as confidential.</p> <p>Respondents may instead submit proposals digitally (in PDF format) to the following secure site:</p> <p><a href="mailto:Bids@drcog.org">Bids@drcog.org</a>. Please identify the name of the solicitation in the subject line of your digital response.</p>	
Interviews	Interviews, if required, will be held on or before this date. Notification of selection for an interview will be given on or before July 11, 2013.	July 15, 2013
Recommendation and Authorization	Following review of responses, DRCOG staff to prepare recommendation to proceed to contract with one (or more) of the respondent(s). DRCOG staff to seek approval from DRCOG's Administrative Committee to proceed to contract with selected respondent(s). This date is approximate.	July 17, 2013
Contract Execution	DRCOG staff to begin contract negotiations with selected respondent(s). DRCOG may contract with one (or more) respondent(s) to complete the entire scope of work. This date is approximate.	August 1, 2013

### C. General Instructions

1. **Questions** – Questions regarding this solicitation should be submitted by the date listed above via the DRCOG Q&A Web page:

[http://www.drcog.org/bids/faq/dsp\\_addQuestion.cfm?code=RPO15](http://www.drcog.org/bids/faq/dsp_addQuestion.cfm?code=RPO15)

2. **Project Direction** – Brad Calvert will be responsible for providing direction to the selected respondent(s).
3. **Signatory Requirements** – Responses must be signed by a duly authorized official of the respondent. Consortia, joint ventures, or teams submitting responses will not be considered responsive unless it is established that all contractual responsibility to DRCOG with regard to the project shall rest solely with one contractor or legal entity, which shall not be a subsidiary or affiliate with limited resources. Each response should indicate the entity responsible for execution on behalf of the team.
4. **Responses to RFP** - All responses to this solicitation become the property of DRCOG upon receipt and will not be returned to the respondent. Selection or rejection will not affect this right. DRCOG shall have the right to use any or all of the ideas or adaptations of the ideas contained in any response received, excluding case study materials or other reference materials prepared for clients of respondent. Any confidential/proprietary information submitted in response to this request shall be readily identified, clearly marked and separated from the rest of

the response. Co-mingling of confidential/proprietary and other information is not acceptable. Submittals will be handled in accordance with applicable federal and state public records laws and procurement regulations. Neither cost information nor the total response will be considered confidential/proprietary.

**D. Required Elements in Response/Response Format**

Respondents replying to this solicitation shall provide the following information in their proposals in the order listed below. Only complete submittals will be evaluated.

1. **Cover Letter** - Respondents should submit a cover letter expressing their interest in the project. The letter must contain, at a minimum, the following information:
  - a. Statement of interest referencing metro vision general planning technical support.
  - b. Certification that the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
  - c. Respondent's name, address, telephone number, fax number and e-mail address of the individual to contact regarding the submittal.
  - d. An authorized principal or partner of a firm shall sign the letter.
  - e. Identification of whether the prime respondent is certified as a Disadvantage Business Enterprise, or indication as to the Respondent's goals for DBE participation, if any (see Section F.5).
2. **Qualifications and Experience of the Respondent (s)** - Respondents shall describe projects and experience of the past three years relevant to the draft scope of services described in Section II, Project Description, below. Respondents should place particular emphasis on projects for which key staff to be assigned to this project have either been primarily responsible or have performed substantial work. If subcontractors are to be used, the means by which these firms will participate must be specified and their experience and credentials presented in this section.
3. **Qualifications and Experience of Key Staff** - Respondents shall identify the key individuals to be assigned to this project (by name and position) and describe the work tasks assigned to each individual. The respondent must also provide experience summaries of these key individuals, describing for each individual their previous experience on similar projects in similar roles, their educational background, and their length of tenure with the consulting firm. Resumes of these key individuals may also be included. Respondents shall also list any professional affiliations, licensures, and certifications that are pertinent to the work described in Section II, Project Description.
4. **References** - Respondents shall submit names, addresses, and phone numbers of references familiar with the Respondent's ability, experience, and reliability in the performance and management of projects of a similar nature.
5. **Cost Information** - Respondents shall provide a listing of the hourly billing rates for each job classification and job title they would expect to deploy on this project,

including any supporting personnel.

Respondents shall also include a breakout of general operating expenses, the costs associated with any materials or services that may be required, or any other miscellaneous costs that are anticipated in the course of performing the tasks outlined below. Overhead costs, including, without limitation, faxing, cellular phone air time, and computer processing time, must be borne exclusively by the selected respondent(s) as a cost of doing business.

Allowable costs under any contract with the selected Respondent will be administered in accordance with Attachment A of this solicitation and applicable federal regulations and requirements, including without limitation 2 C.F.R. Part 220 (OMB Circular A-21); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 230 (OMB Circular A-122); and Federal Acquisition Regulations at 48 C.F.R. Part 31.2. Any such contract is contingent on the availability of funds.

- 6. Project Management and Scheduling Expertise** - Respondents shall identify the management techniques that they are using to assure the completion of projects within schedule and budget.
- 7. Insurance Requirements** – Respondents shall provide acknowledgement of the following insurance requirements and a statement ensuring they are able to meet these minimum requirements. Any Contract resulting from award of this RFP will require the selected respondent(s) to procure and maintain, and shall cause each subcontractor of respondent to procure and maintain the minimum insurance coverages listed below:
  - a. Workers' Compensation in statutory limits.
  - b. Employer's Liability Insurance: \$100,000/ each accident, \$500,000/ disease - policy limit, and \$100,000/ disease - each employee.
  - c. Comprehensive General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises, operations, fire damage, independent contractors, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000/Occurrence (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000.00 any one fire.
  - d. Automobile Liability or Hired & Non-Owned Vehicle Liability Insurance: \$1,000,000/each accident.
  - e. Professional Liability Insurance: \$1,000,000/Occurrence.

DRCOG, its officers, and employees, and the State of Colorado (the "State") are to be named as additional insured under both the Contractor's General Liability and Automobile Liability policies. Said insurance will be required to be maintained in full force and effect during the term of the contract.

The foregoing insurance types, limits, and coverages may be modified only with the express written consent of DRCOG and shall be subject to additional terms and conditions of any contract awarded pursuant to this RFP.

**8. Disadvantaged Business Enterprise Information** - All Respondents shall complete and return with their response the Disadvantaged Business Enterprise Information Request Form (Attachment B).

**9. Prohibition Against Employing Illegal Aliens - Prohibition Against Employing Illegal Aliens -**

- a. Prior to entering into any Contract for this Project, the respondent must certify that it does not knowingly employ or contract with an illegal alien; and that the respondent will participate in the E-Verify program or the Department Program, as defined in C.R.S. §§ 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively in order to verify that it does not employ any illegal aliens.

The respondent acknowledges that any contract shall also include a prohibition against employing illegal aliens in conformance with C.R.S. § 8-17.5-101 et seq., and that respondent will comply with the requirements of C.R.S. § 8-17.5-101 et seq.

- b. Respondent must also comply with the E-Verify Federal Contractor Rule as further explained in Attachment C attached hereto, which requires the Respondent to use the E-Verify program to verify the employment eligibility of all employees assigned to the this Project and all new hires. If Contractor uses one or more subcontractors to provide services under any subsequent Agreement, Respondent shall include the language set forth in Attachment C in any subcontract that is: (1) for commercial or noncommercial services or construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States.

**10. Reservations and Special Conditions** - The respondent should review the Special Conditions in Section G below, the principles for determining costs in Attachment A, and the Federal and State Requirements in Attachment B. The respondent should note any elements/reservations, special conditions, constraints, and exclusions related to the terms of this solicitation. Failure to comply with these requirements may result in termination of the contract with the selected respondent.

**E. Selection Process**

DRCOG will establish a proposal review team to review the responses to this solicitation received no later than **5:00 pm Mountain** time on or before July 8, 2013. After the review of responses, oral interviews of the most qualified respondent(s) may be conducted at the discretion of the review team. DRCOG staff will recommend a respondent or respondents to the Administrative Committee of the DRCOG Board of Directors on or before July 17, 2013. Upon Administrative Committee approval, the selected respondent(s) will be notified furthermore and negotiations for a contract to provide services will commence.

## F. Evaluation Criteria

Evaluations of proposals will be based on the following criteria:

1. **Experience and Capability** - Respondents will be evaluated with respect to the experience of the respondent(s) and personnel assigned to the project both in terms of past efforts in this type of work and the quality and level of commitment to this project. Of prime concern will be the capabilities and accomplishments of the individuals to be assigned to this particular project.
2. **Management Qualifications** - Qualifications of the respondent in terms of their ability, experience, and reliability in performing and managing work within a schedule and budget will be included in the evaluation process.
3. **Cost Information** – Likely project cost, determined from the standard service fee break out provided by the respondent, will be considered in the selection; however, it will not be the only determining factor. Specific attention will be given to the commitment implied for key staff and the overall labor effort proposed, and their relationship to the estimated project cost.
4. **References** – Information provided by respondent's references addressing the knowledge, skills, abilities and performance of the respondent to complete the work outlined below will be included in the staff evaluation of the response.
5. **Disadvantaged Business Enterprise (DBE) Participation** - It is the policy of DRCOG that equal opportunity to participate in its procurements is provided to disadvantaged business enterprises. The selected respondent(s) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts. The Colorado Department of Transportation has assigned a goal of zero percent (0%) DBE participation for this RFP.
6. **Other** – Other factors that may be determined by DRCOG to be necessary or appropriate in its discretion.

## G. Special Conditions

1. **Rejection Rights** - All respondents are notified that the execution of a contract pursuant to this solicitation is dependent upon approval by DRCOG. DRCOG reserves the right to reject all responses and re-solicit if deemed by DRCOG to be in its best interests, and to abandon the project and this RFP at any time for any or no reason. Selection of a respondent or respondents is also conditioned on the negotiation of an acceptable contract.
2. **Other Conditions; Reservation of Rights** - This is a solicitation and not an offer to contract. The provisions in this solicitation and any procurement or purchasing policies or procedures of DRCOG are solely for the fiscal responsibility of DRCOG and confer no rights, duties, or entitlements to any party submitting responses to this solicitation. DRCOG reserves the right to issue clarifications and other directives concerning this solicitation, to make and issue modifications to the



solicitation schedule; to require clarification or further information with respect to any response or proposal received; to waive any informalities or irregularities; and to determine the final scope and terms of any contract, and whether to enter any contract. The provisions herein confer no rights, duties or entitlements to any respondent.

**3. Costs of Response Preparation and Other Charges** - Respondents are solely responsible for all costs of preparing their proposals and participation in this solicitation and DRCOG assumes no responsibility for payment of any expenses incurred by a respondent as part of this process. For the selected firm, no reimbursement will be made by DRCOG for any costs incurred prior to full execution of a contract and issuance of written notice by DRCOG to commence project services.

**4. Equal Employment Opportunity** - In connection with this request, the selected respondent(s) shall not discriminate against any employee or applicant for employment because of age, race, sex, color, religion, veteran status, marital status, national origin, disability, being a disadvantaged person, genetic information, sexual orientation or any other status protected by applicable state or local law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including any apprenticeship.

The selected respondent(s) will furnish all necessary information and reports and will permit access to its books, records, and accounts by DRCOG for purposes of investigation to ascertain compliance with the nondiscrimination provisions of any resultant contract.

**5. Noncompliance** - In the event of the selected respondent(s) noncompliance with the nondiscrimination provision of any resultant contract, DRCOG shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- a. Withholding of payments under the contract until the compliance by the selected respondent(s), and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

**6. Allowable Costs** – Allowable costs under any contract will be determined in accordance with Attachment A of this solicitation and applicable provisions of federal regulations and requirements, including without limitation OMB Circular A-87, OMB Circular A-21, and OMB Circular A-122.

**7. Suspension and Debarment** - By submitting a proposal in response to this solicitation, the respondent represents its organization and its principals are not suspended or debarred per Federal requirements.

**8. Period of Performance** – Performance of the contract resulting from this solicitation will commence on or about August 1, 2013. The initial term of the work

to be performed will terminate August 30, 2015. DRCOG will have an option to renew for one (1) additional one-year term, upon renewal terms mutually agreed upon by the parties. The subsequent contract resultant from this solicitation is funded in whole or part by federal or state funds, and funding for future fiscal years is expressly contingent upon receipt, budgeting and appropriation of sufficient funds by DRCOG and federal and/or state funding agencies. Any subsequent contract does not create any DRCOG debt or multiple-fiscal year obligation and in the event that funds for this project are not advanced, budgeted or appropriated in the discretion of DRCOG and federal and/or state funding agencies, DRCOG may immediately terminate the contract in whole or part without liability, including costs and liability for termination.

## II. PROJECT DESCRIPTION

### A. Introduction

The purpose of this RFP is to obtain competitive proposals from qualified firms or teams interested in providing general planning services and support to the Denver Regional Council of Governments (DRCOG). This work will help support the activities in DRCOG's Regional Planning and Operations Division.

### B. Objective and Goals

DRCOG management has outlined a need to expedite work on its long-range plan, Metro Vision 2040. Metro Vision is the region's plan to guide growth, transportation and environmental quality into the future and supports an ongoing conversation about how best to protect the region's quality of life. The project requires assistance in a number of technical specialties, both to supplement DRCOG's current staff resources and to provide the expertise level required for essential work program tasks.

General administration and day-to-day coordination of this contract will be delegated to lead personnel in the DRCOG Regional Planning and Operations Division.

### **Tasks**

The project encompasses potential work for the following tasks:

- Provide support to staff and the region's planning activities, including assistance with public meetings;
- Provide research support on data searches, including: county, state or other areas for records or documents relevant to DRCOG general and long-range planning tasks, as requested;
- Advise on key specialty areas for incorporation into the Metro Vision Plan (i.e. landscape architecture, community design for all ages, water conservation, health, economic development, housing, regional collaboration, equity in regional planning, etc.);
- Provide design services, as requested, to complete requested Metro Vision or general planning tasks;
- Provide technical support through data gathering, data and spatial analysis, and preparation for use in planning activities (i.e. excel spreadsheets, etc.);
- Provide conceptual drawings, graphs, data collection, or charts for the DRCOG region's planning, environmental, or other applicable areas of study, as requested;
- Conduct studies and coordinate with outside agencies, as requested.
- Detailed analysis for economic development;
- Research and white papers on key planning topics;
- Coordinate with outside agencies, where applicable and requested by DRCOG;
- Community housing and development expertise;

- Fiscal and economic impact analyses, for general Metro Vision work and modeling;
- Focus on research and support for implementation activities, supporting staff;
- DRCOG staff support for daily activities such as data collection, contacting jurisdictions for information, help with meeting preparation;
- Support for small area plans, particularly communities that don't have planning staff;
- Assist with stakeholder engagement activities; and
- Expertise in development of architectural renderings and graphical products to convey Metro Vision 2040 (e.g. poster plans, 3d graphics, etc.); and, other key planning initiatives as needed.

The outlined work tasks include an ability to work with the 56 member jurisdictions of the Denver Regional Council of Governments (DRCOG), a nonprofit association of local governments, is dedicated to making the nine-county Denver region a great place to live, work and play.

**ATTACHMENT A  
PRINCIPLES FOR DETERMINING  
COSTS APPLICABLE TO CONTRACTS WITH  
THE DENVER REGIONAL COUNCIL OF GOVERNMENTS**

A. Purpose and Scope

1. Objective. This policy procedure sets forth principles for determining the allocable costs of contracts with DRCOG and provides a general summary of applicable policies. Allowable costs are determined and administered in accordance with these principles and applicable federal regulations and requirements, including without limitation 2 C.F.R. Part 220 (OMB Circular A-21); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 230 (OMB Circular A-122); and Federal Acquisition Regulations at 48 C.F.R. Part 31.2.
2. Policy Guides. The application of these principles is based on the fundamental premises that:
  - a. Contractors are responsible for the efficient and effective administration of contract programs through the application of sound management practices.
  - b. Contractors assume the responsibility for seeing that contract funds have been expended and accounted for consistent with underlying agreements and contract objectives and provisions.
  - c. Each contractor organization, in recognition of its own unique combination of staff facilities and experience, will have the primary responsibility for employing whatever form of organization and management techniques may be necessary to assure proper and efficient administration.
3. Application. These principles will be applied to all contracts with DRCOG in determining costs and cost reimbursement type contracts including subcontracts.

B. Definitions

1. Approval or authorization of DRCOG means documentation evidencing consent prior to incurring specific costs.
2. Cost allocation plan means the documentation identifying, accumulating, and distributing allowable costs under DRCOGs' contracts, together with the allocation methods used.
3. Cost, as used herein, means cost as determined on a cash, accrual, or other basis acceptable to the Denver Regional Council of Governments as a discharge of the Contractor's accountability for DRCOGs' funds.
4. Cost objective means a pool, center, or area established for the accumulation of cost. Such areas include organizational units, functions, objects or items of

expense, as well as ultimate cost objectives including specific on-site direct and indirect activities.

5. Contract program means those activities and operations of the Contractor which are necessary to carry out the purposes of the contract.
6. Services, as used herein, means goods and facilities, as well as services.
7. Supporting services, means auxiliary functions necessary to sustain the direct effort involved in administering a contract or an activity providing service to the program. These services may include procurement, payroll, personnel functions, maintenance and operation of space, data processing, accounting, budgeting, auditing, mail and messenger service, and the like.

C. Basic Guidelines

1. Factors Affecting Allowability of Costs. To be allowable under a DRCOG contract, costs must meet the following general criteria:
  - a. Meet the standards and criteria set forth by OMB Circular No. A-87, OMB Circular A-21, and OMB Circular A-122 issued by the Office of Management and Budget.
  - b. Be necessary and reasonable for proper and efficient administration of the contract, be allocable thereto under these principles, and except as specifically provided herein, not be a general expense required to carry out the overall responsibilities of the Contractor.
  - c. Be authorized or not prohibited under state or local laws or regulations.
  - d. Conform to any limitations or exclusions set forth in these principles, federal laws, or other governing limitations as to types or amounts of cost items.
  - e. Be consistent with policies, regulations, and procedures that apply uniformly to all activities of the Contractor.
  - f. Be accorded consistent treatment through application of generally accepted accounting principles appropriate to the circumstances.
  - g. Not be allocable to or included as a cost of any other program in either the current or a prior period.
  - h. Be net of all applicable credits.
2. Allocable Costs. A cost is allocable to a particular cost objective to the extent of benefits received by such objective.
3. Applicable Credits. Applicable credits refer to those receipts or reduction of expenditure-type transactions that offset or reduce expense items allocable to

contracts as direct or indirect costs. Examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; sales or publications, equipment, and scrap; income from personal or incidental services; and adjustments of overpayment or erroneous charges.

D. Composition of Cost

1. Total Cost. The total cost of a contract is comprised of the allocable direct cost incident to its performance, plus its allocable portion of authorized indirect costs, less applicable credits.
2. Classification of Costs. There is no universal rule for classifying certain costs as either direct or indirect under every accounting system. A cost may be direct with respect to some specific service or function, but indirect with respect to the contract or other ultimate cost objective. It is essential, therefore, that each item of cost be treated consistently either as a direct or an indirect cost.

E. Direct Costs

1. General. Direct costs are those that can be identified specifically with a particular cost objective. These costs may be charged directly to contracts, or to other programs against which costs are finally lodged. Direct costs may also be charged to cost objectives used for the accumulation of costs pending distribution in due course or other ultimate cost objectives.
2. Application. Typical direct costs chargeable to the Denver Regional Council of Government's contracts are:
  - a. Compensation of employees for the time and effort devoted specifically to the execution of contract work effort.
  - b. Cost of materials acquired, consumed or expended specifically for the purpose of the contract.
  - c. Other items of expense incurred specifically to carry out the contract work statement.

F. Indirect Costs

1. General. Indirect costs are those that, because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost. Normal overhead and general and administrative expenses as audited by the Defense Contract Audit Agency (DCAA) will normally be allowed on work performed under the Denver Regional Council of Governments' contracts.
2. Application. Typical indirect costs chargeable to DRCOG's contracts include fringe benefit costs such as vacation pay, holiday and excused time pay, disability benefits and sick leave wages, federal and state unemployment and social security taxes, insurance, including Workers' Compensation and

employer's liability, group life and medical insurance and other related types of cost; consumable office supplies, help-wanted advertising, business conferences, deferred or other compensation.



**ATTACHMENT B  
DENVER REGIONAL COUNCIL OF GOVERNMENTS  
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM  
INFORMATION REQUEST FORM**

It is the policy of DRCOG to request and maintain the following data on **all Respondents** to the solicitation. Please complete this form and include it with proposal.

**General Information**

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_

This firm was established on \_\_\_\_/\_\_\_\_/\_\_\_\_

Specify the gross annual receipts of the firm:

- Under \$100,000
- \$100,000-\$500,000
- \$500,000-\$1,000,000
- Over \$1,000,000

Is your company certified as a Disadvantaged Business Enterprise under the Colorado Unified Certification Program (UCP)?

- Yes
- No

\_\_\_\_\_  
RESPONDENT

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**ATTACHMENT C**  
**E-VERIFY FEDERAL CONTRACTOR RULE EMPLOYMENT**  
**ELIGIBILITY VERIFICATION**

(a) *Definitions.* As used in this clause—

*Commercially available off-the-shelf (COTS) item—*

(1) Means any item of supply that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

*Employee assigned to the contract* means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

*Subcontract* means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

*Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

*United States*, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after

enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor

- modifications), performed by the COTS provider, and are normally provided for that COTS item); or
- (ii) Construction;
    - (2) Has a value of more than \$3,000; and
    - (3) Includes work performed in the United States.