

A REQUEST FOR PROPOSALS (RFP)

for

Photography Services

August 8, 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 photography.

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 video creation and production.</p> <p>The solicitation is also posted on DRCOG’s website at www.drcog.org.</p>	August 8, 2013
Questions and Inquiries	<p>Questions and inquiries must be submitted on or before this date. Please use the DRCOG Q&A Web page to submit questions at:</p> <p>http://www.drcog.org/bids/faq/dsp_addQuestion.cfm?code=CAM09</p> <p>All questions and answers will be posted on this Web page for all interested parties to view.</p>	August 19, 2013
Question Responses	<p>DRCOG will respond to questions and inquiries via the DRCOG Q&A web page to ensure that all interested parties have the same information.</p> <p>http://www.drcog.org/bids/faq/dsp_viewFAQs.cfm?code=CAM09</p> <p>Responses to questions will be posted by this date.</p>	August 20, 2013
Submittals due	<p>Responses to this request must be received at the following email address no later than 5:00 PM Mountain time: Bids@drcog.org.</p> <p>Respondents may only submit proposals digitally (in PDF format) to the following secure site:</p> <p>Please identify the name of this solicitation in the subject line of your digital response.</p>	August 28, 2013

Interviews	Interviews, if required, will be held on or before this date. Notification of selection for an interview will be given on or before September 6, 2013.	September 10, 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). If applicable, DRCOG staff will seek approval from DRCOG's Administrative Committee to proceed to contract with selected respondent(s). This date is approximate.	September 18, 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.	September 19, 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=CAM09

2. **Project Direction** –Colleen Miller 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. Consortiums, 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 photographic services.
 - 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.

- 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, products and completed operations, 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 combined single limit.
 - 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 D).
- 9. 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 the requirements in Attachments A and B 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 August 28, 2013. After the review of responses, oral interviews of the most qualified respondent(s) may be conducted at the discretion of the review team. If needed, DRCOG staff will recommend a respondent or respondents to the Administrative Committee of the DRCOG Board of Directors on or before September 18, 2013. Upon 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.
- 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. Federal and State Requirements** - The selected respondent shall be responsible, at all times during the execution of the project, for strictly adhering to and complying with all applicable federal and state laws and regulations, including but not limited to those set forth in Attachment B.
- 5. 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.
- 6. Period of Performance** – Performance of the contract resulting from this solicitation will commence on or about October 1, 2013. The initial term of the work to be performed will terminate September 30, 2014.

II. PROJECT DESCRIPTION

A. Introduction

The Denver Regional Council of Governments (DRCOG) is an association of 56 local governments committed to protecting and enhancing the quality of life in the Denver metropolitan area. As the planning agency for the region, DRCOG is committed to improving mobility and air quality by promoting transportation options other than driving alone.

DRCOG, through its Way to Go program, is the premier rideshare agency in metro Denver, having served the needs of area commuters for more than 30 years. Way to Go staff manages the carpool, schoolpool (carpool program for parents getting children to and from school), Guaranteed Ride Home, vanpool and telework programs and also coordinates the region's Bike to Work Day event. More detailed information regarding the Way to Go program and its services is available at www.waytogo.org.

B. Goals

As part of its strategy to promote transportation options other than driving alone, DRCOG wishes to develop and own a library of still photographs in digital format that will help to illustrate and depict the advantages and benefits of carpooling, vanpooling, schoolpooling, Guaranteed Ride Home, biking, walking, public transit and telework during all four seasons of the year. The photos that result from this project will be used in a variety of print and digital media.

C. Scope of Work

DRCOG anticipates requiring the services broadly described below. Respondents shall provide a detailed description of their process for planning and conducting a photo shoot and producing a library of digital photos. Respondents shall also provide a detailed cost estimate and schedule for the project.

In preparing a proposed scope of work, schedule and budget, respondents should consider the fact that completing this project may require up to 32 different photo shoots (eight different commute options photographed in four different seasonal settings).

1. Project Management

- Provide consulting services in the development stages of the Way to Go photography project.
- Work with DRCOG staff to coordinate roles, responsibilities and expectations for the project.
- Provide quality control for all development work and deliverables.
- Ensure that project stays on schedule and within scope and budget.
- Coordinate all meetings.
- Provide status reports on all activities.

- Develop a detailed schedule for project completion.

2. Production and Direction

- Recommend locations and schedules for photo shoots.
- Schedule photo shoots either in studio or on location.
- Scout and secure all locations and studios for photo shoots.
- Provide all required personnel (including models) and equipment to conduct photo shoots.
- Obtain all required talent releases.
- Conduct photo shoots throughout the year to depict transportation options during all four seasons of the year.
- Conduct photo shoots depicting the following commute options: carpool, vanpool, schoolpool, Guaranteed Ride Home, biking, walking, transit and telework.

3. Post-Production

- Provide post-production services to edit raw images into the finished product.
- Provide supplemental graphics as needed.
- Deliver finished product in desired format(s) including, but not limited to jpg, gif and png formats.
- Final products may be used in promotional items, on the Way to Go website, and for internal materials.
- DRCOG will retain 100% ownership of all images resulting from this project. Contractor will be responsible for obtaining all required talent releases.

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 allowable 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 49 C.F.R. Part 18 Subpart C and 49 C.F.R. 18.22.
2. Applicable Cost Principles. For each kind of organization, there is a set of Federal principles for determining allowable costs. The following table lists the kinds of organizations and the applicable cost principles:

For the costs of a:	Use the principles in:
State, local, or federal-recognized Indian tribal government	2 C.F.R. Part 225 (OMB Circular A-87)
Private nonprofit organization other than: (1) an institution of higher education; (2) a hospital; or (3) organization named in 2 CFR Part 230, Appendix C, as not subject to that part	2 C.F.R. Part 230 (OMB Circular A-122)
Institutions of Higher Education	2 C.F.R. Part 220 (OMB Circular A-21)
For-profit organizations other than: (1) a hospital; (2) a commercial organization; or (3) a non-profit organization listed in 2 CFR Part 230, Appendix C, as not subject to that part	48 C.F.R. Subpart 31.2

3. 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.
4. 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 DRCOG's 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 DRCOG as a discharge of the Contractor's accountability for DRCOG's 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 in the applicable federal regulations and requirements.
 - 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.
 - i. Be satisfactorily documented.
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 allowable 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 final cost objective.
2. Application. Typical direct costs chargeable to DRCOG'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 purposes benefitting more than one cost objective, are not readily subject to treatment as a direct cost. The costs must be allowable based on applicable federal cost principles and be the result of an approved Indirect cost plan.
2. Application. After direct costs have been determined and assigned directly to the contract, indirect costs are those remaining to be allocated to benefitted cost objectives. A contractor desiring to claim indirect costs must prepare an indirect cost proposal and related documentation to support those costs and maintain the proposal and documentation for any required review by DRCOG or federal funding agencies.

G. Accounting System. The Contractor shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme) to assure that project funds are expended and costs accounted in a manner consistent with the contract and project objectives.

1. All allowable costs charged to the project, including any approved services contributed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contractors or vouchers evidencing in detail the nature of the charges.
2. Any check or order drawn up by the Contractor, including any item which is or will be chargeable against the project account, shall only be drawn up in accordance with a properly signed voucher on file in the office of the Contractor, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

H. Billing Procedure.

1. Billings shall include appropriate documentation, such as detailed listing of charges being submitted for payment including billable hours and hourly rate, payments to sub-contractors, parking and mileage, supplies, etc. Certain funding sources may require more documentation, such as approved timesheets copies of invoices paid, etc. Contractors must maintain detailed records that are subject to review and/or audit by DRCOG or its representatives.

ATTACHMENT B FEDERAL AND STATE REQUIREMENTS

- 1. Nondiscrimination Provisions** - 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.

Selected respondent shall comply with all applicable provisions of Title VI of the Civil Rights Act of 1964 and Section 162(a) of the Federal Aid Highway Act of 1973 and with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21).

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.

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

- 3. 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.
- 4. Single Audit Act Amendment** – State and local governments and nonprofit organizations receiving more than \$500,000 in Federal funds (all federal sources,

not just FHWA funds), shall comply with the audit requirements of OMB Circular A-133.

5. **Employee Financial Interest/Conflict of Interest (C.R.S. § 24-18-201 and 24-50-507)** – These laws require the selected respondent to aver that no State employee has any personal or beneficial interest in the contract and that it has no interest and shall acquire no interest that would conflict with its performance of the services.
6. The Hatch Act (5 U.S.C. 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.
7. 42 USC 6101 et seq. 42 U.S.C. 2000d, 29 U.S.C. 794, and implementing regulation, 45 C.F.R. Part 80 et. seq. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds;
8. The Americans with Disabilities Act (Public Law 101-336); 42 U.S.C. 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213; 47 U.S.C. 225 and 47 U.S.C. 611.
9. The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 U.S.C. 701 et seq.).
10. The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

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.

**ATTACHMENT D
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