



ARAPAHOE COUNTY

**Arapahoe County Finance Department
Purchasing Division
5334 South Prince Street
Littleton, Colorado 80120**

**REQUEST FOR PROPOSAL
COVER SHEET**

Solicitation Number: 23-65
Solicitation title: **Strategic Consulting Services**
Issued : October 27, 2023
Pre-Solicitation Meeting: N/A
Question deadline: November 6, 2023, 2:00 p.m. on www.bidnetdirect.com/colorado
Please only enter one question per line #.
Proposal will be received until: **November 21, 2023, 2:00 p.m. on www.bidnetdirect.com/colorado**
Please submit (1) pdf with the contractor name as the 1st word in the document name.
Goods or services to be delivered to or performed at: Arapahoe County (address if applicable)
Administrative questions not related to scope: Purchasing Agent
(303) 738-7871
Email Address: kschwindt@arapahoegov.com
Contact with the requesting department may result in Contractor disqualification.
Documents included in this package: Request for Proposal
Appendix A - Agreement for Services

Purpose:
Arapahoe County is seeking letters of interest from qualified consultant(s) to provide an omnichannel public engagement and outreach strategy to educate residents about the county's current budget constraints and help inform future decisions by the Board of County Commissioners on how to best address the county's fiscal reality.



ARAPAHOE COUNTY

**Arapahoe County Finance Department
Purchasing Division
5334 South Prince Street, Room 480
Littleton, Colorado 80120**

**REQUEST FOR PROPOSAL
GENERAL TERMS AND CONDITIONS**

APPLICABILITY. These General Terms and Conditions apply, but are not limited, to all bids, offers, proposals, qualifications, and quotations (hereinafter referred to as “Responses”) made to Arapahoe County (hereinafter referred to as “County”) by all prospective responders (herein after referred to as “Contractors”) in response, but not limited, to Requests for Bids, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as “Solicitations”).

GENERAL TERMS AND CONDITIONS. Contractors are required to submit their Responses in accordance with the following expressed conditions:

1. Contractors shall make all investigations necessary to thoroughly inform themselves regarding the facilities affected by the delivery of materials, equipment, and services. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements or the compensation to the Contractor. The County will not be responsible for any expenses incurred by any Contractor in preparing and submitting its Response.

2. Contractors are advised that all County contracts are subject to all legal requirements contained in County Rules and Policies and Colorado State and Federal Statutes. When conflicts between this Solicitation and these legal documents occur, the highest authority shall prevail.

3. Successful Contractors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, any awarded agreement.

4. Venue. Colorado law, rules, and regulations shall be applied in the interpretation, execution, and enforcement of this Solicitation and any awarded Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Solicitation and any awarded Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in Arapahoe County.

5. Variations and Exceptions. Contractors are required to state exactly what they intend to furnish to the County via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight in a separate electronic file submitted with the Response before the solicitation submission deadline. If variations are not stated in a file submitted before the solicitation deadline, it shall be construed that the Contractor’s Response fully complies with all conditions identified in this Solicitation. Contractors who qualify their Responses by requiring alternate contractual terms and conditions must include such alternate terms and conditions in their Offers. The County reserves the right to declare Contractors’ Responses as non-responsive if any of these alternate terms and conditions are in conflict with the County’s terms and conditions, or if they are not in the best interests of the County.

6. Non-appropriation. Financial obligations of the County payable after the current fiscal year are contingent on funds for that purpose being appropriated or otherwise made available by the Arapahoe Board of County Commissioners. The County’s obligations under any awarded Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the County within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR) pursuant to C.R.S.§ 29-1-110. The awarded agreement will automatically terminate on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation.

7. Protection of Personal Identifying Information. In the event any awarded Agreement includes or requires the County to disclose to Contractor any Personal Identifying Information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

8. No indemnification by Arapahoe County. The County is prohibited under Article XI, Section 1 of the Colorado Constitution from indemnifying anyone. Any term included in any awarded Agreement that requires the County to indemnify or hold Contractor harmless; requires the County to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property shall be void ab initio. Any term included in any awarded Agreement that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under any awarded Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of any awarded Agreement.

9. Indemnification. Contractor shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, agents, and assignees (the "Indemnified Parties") as required under any awarded Agreement. Contractor's obligation to indemnify, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of any awarded agreement.

a. Confidential Information Indemnification. Disclosure or use of any County confidential information by Contractor may be cause for legal action by third parties against Contractor, the County, or their respective agents. Contractor shall indemnify, defend, and hold harmless the Indemnified Parties as required under any awarded agreement.

b. Intellectual Property Indemnification. Contractor shall indemnify, save, and hold harmless the Indemnified Parties in relation to any claim that any deliverable, good or service, software, or work provided by Contractor under any awarded Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right as required under any awarded Agreement. Contractor's obligations shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.

10. Confidential information. Contractors may designate specific pages or sections within their submission as trade secret or confidential commercial information or as otherwise protected by law ("Confidential Information"). Documents and data that are considered Confidential Information shall be clearly marked as such and separated from the rest of the Solicitation submission documents. Comingling is not acceptable. The County does not favor blanket assertions of Confidential Information. Please note that blanket assertions that merely classify and/or broadly claim information is confidential are insufficient as a matter of law. Any information that will be included in any resulting awarded agreement cannot be considered Confidential Information. Under no circumstances may submission pricing information be considered Confidential Information. In the event a formal agreement is entered into with the County and a portion of the Response carries a designation indicating the Contractor believes it is Confidential Information, then the County agrees that it will use its best efforts to forward any request for the disclosure of the Confidential Information to the Contractor. By submission of its /Response, Contractor agrees to promptly respond to the request for disclosure with any objections and reasons therefor in accordance with the Colorado Open Records Act 6 C.R.S. §§24-72-101 et seq. and any other applicable law. Further, Contractor agrees to assume the obligation to defend, hold harmless, and indemnify the Indemnified Parties in any legal proceeding that arises from non-disclosure of documents or data pursuant to the Contractor's objection.

11. Arapahoe County intends and expects that the contracting processes of the County and its Contractors provide equal opportunity without regard to disability, race, creed, color, sex, religion, sex, sexual orientation, religion, age, national origin, ancestry, or any other characteristic protected by law. Accordingly, the Contractor and their sub-contractors shall not discriminate on any of the foregoing

grounds in the performance of any awarded agreement.

12. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of Arapahoe County, its departments, boards, commissions, committees, bureaus, offices, employees, and officials shall be governed by the provisions of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (CGIA). No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in the CGIA.

13. Tax exempt. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes. Materials purchased directly by the Contractor in conjunction with this contract will, however, be subject to applicable state and local sales taxes. The Contractor shall bear these taxes. Under no circumstances shall Contractor be authorized to use the County's tax exemption number in acquiring such materials.

The County shall not be liable for the payment of any excise, sales, or use taxes. Arapahoe County is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) and from State and local government sales and use taxes under §§39-26-704(1), et seq.

14. Independent Contractor. Contractor shall be considered an independent contractor. An independent contractor is not entitled to worker's compensation benefits and will be obligated to pay federal and state income tax on any monies earned pursuant to the contract relationship. Notwithstanding any provision appearing in any awarded agreement, all personnel assigned by the Contractor to provide services under the terms of such agreement shall be and remain at all times employees of the Contractor or employees of their respective employers for all purposes. The County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable.

15. By submitting its Response, Contractor warrants and certifies that he/she is eligible to submit a Response because he/she is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

16. The County logo is trademarked and property solely of Arapahoe County. Contractors do not have permission to use the County logo on any documentation or presentation materials and to do so would be a violation of the trademark. It is also preferred that your company does not utilize its trademark as to not influence an evaluator's evaluation.

17. Failure to Perform. The County may, by written notice to the successful Contractor, terminate any awarded agreement if the Contractor has been found to have failed to perform its service in a manner satisfactory to the County as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The County shall be the sole judge of non-performance.

18. Rejection of Offers. The County may, at its sole discretion reject any and all, or parts of any or all, Offers submitted by prospective Contractors including, but not limited to, the following conditions:

- The County chooses to re-advertise this Solicitation.
- The County postpones or cancels the solicitation process.
- Where the Contractor misstates or conceals any material fact in its Offer.
- When an offer that does not strictly conform to the law or the requirements of this Solicitation.
- Offer is missing documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer; or
- Where communication is initiated by the Contractor or on a Contractor's behalf regarding this Solicitation to or with any County official or employee during the submission process, except as expressly set forth in this Solicitation. Prohibited communications initiated by a Contractor shall be grounds for eliminating the offending Contractor from consideration for award.
- An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the County upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the County.
- An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to faithfully perform any previous contract with the County, state, or federal government, for a minimum period of three years after that previous contract was terminated for cause.

SPECIAL TERMS AND CONDITIONS.

1. Purpose of Solicitation: Arapahoe County is issuing this Solicitation for the purpose of Strategic Consulting Services. It is understood and agreed that the County may, during the term of the awarded agreement, request additional services be performed by the successful Contractor(s) at other locations within the County. This option, if exercised, is the prerogative of the County and shall be honored by the Contractor(s) throughout the contract period. No guarantees are made that additional services will be requested.

2. Prices proposed by the Contractor shall remain fixed and firm during the term of the awarded agreement. The term shall commence upon the date specified in the awarded agreement or purchase order and shall remain in effect until such time as all items/services purchased in conjunction with this Solicitation have been delivered and accepted by the County's authorized representative. It shall be understood and agreed that any warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

3. Option to Renew for Subsequent Years: The prices or discounts quoted in this Solicitation shall prevail for one year from the effective date of the contract, at which time the County shall have the option to renew the contract for four (4) additional one-year periods; provided that the Contractor provided satisfactory performance during the contract period. Continuation of the awarded agreement beyond the initial period is a County prerogative and not a right of the Contractor. During the option period, the County will consider an adjustment to the pricing structure. For consideration, the Contractor must document that it was subject to a price adjustment by the product manufacturer or a direct wholesale supplier. Any price adjustments shall not exceed the amount being passed on.

4. Contractors are prohibited from directly or indirectly communicating with the Arapahoe County Board of County Commissioners regarding their qualifications or any matter related to the eventual award of a contract for the good and/or services requested in this Solicitation. Contractors are prohibited from contacting County employees or evaluation committee members regarding their qualifications or the award of a contract unless in response to an inquiry from an employee or committee member as part of the formal evaluation process outlined in the Solicitation. Any violation of these provisions will result in the Contractor's immediate disqualification from the selection process.

5. Due to the service level required in conjunction with this Solicitation, the Contractor may be required to maintain an office within the Metro Denver, Colorado, area. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the awarded agreement. Metro Denver consists of the City and County of Denver, City and County of Broomfield, Adams County, Boulder County, Douglas County, Larimer County, El Paso County, and Gilpin County, Colorado.

6. Inspection of the Contractor's facility may be made prior to award of the agreement. Solicitations will only be considered from firms which are engaged in the business of performing services as described in this Solicitation. The Contractors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded an agreement.

7. In its Response, Contractor shall be required to identify any and all sub-contractors that will be used in the performance of an awarded agreement resulting from this Solicitation. Contractor shall also identify the capabilities, experience, and portion of the work to be performed by any sub-contractor(s). The competency of the sub-contractor(s) with respect to skill, responsibility, and business standing will be considered by the County when making the award in the best interest of the County.

8. Responses to this Solicitation are considered to be working documents while they are under consideration and, as such, are not subject to official bid openings. The only information released at the public opening of Responses to this Solicitation will be the names of the respondents. Only after staff makes an official recommendation of award and an agreement is fully executed will Responses to this Solicitation be available as public record.

9. Cooperative Purchasing. The County encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental agencies including the Multiple Assembly of Procurement Officials (MAPO) and the Cooperative Educational Purchasing Council (CEPC). We

hereby request that any member of MAPO/CEPC/Colorado governmental agency be permitted to avail itself of any awarded agreement and purchase, as specified by the awarded agreement resulting from this Solicitation, at the contract prices established therein. Each governmental entity shall establish its own contract, issue its own orders, be invoiced directly, make its own payments, and issue its own exemption certificates as required. It is understood and agreed that the County is not a legally binding party to any other contractual agreement made between another governmental entity and the successful Contractor as a result of this Solicitation. The County shall not be liable for any costs or damages incurred by any other entity.

10. Software Piracy Prohibition. The County or other public funds payable under any awarded agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of any awarded agreement and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the County determines that Contractor is in violation of this provision, the County may exercise any remedy available at law or in equity or under the awarded agreement, including, without limitation, immediate termination of the agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

11. Insurance. Contractor agrees to procure and maintain, during the life of any awarded agreement, a policy, or policies of insurance against all liability, claims, demands, and other obligations assumed by the Contractor. Contractor shall procure and maintain, during the life of the agreement, for itself and any sub-Contractor, the minimum insurance coverages required by the awarded agreement. The certificate of insurance provided by the selected Contractor shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect and shall be reviewed and approved by the County prior to commencement of the agreement. No other form of certificate shall be used. The certificate shall identify awarded agreement and the coverages afforded under the policies. **The certificate of insurance must be on file with the County prior to commencement of the agreement.** The completed certificate of insurance must be sent to:

Jhanadu Garza, Risk Manager
JGarza@Arapahoegov.com
5334 S. Prince St.
Littleton, CO 80120

FEDERAL FUNDS.

1. Federally funded projects (in whole or in part) shall be handled within the laws, rules, and regulations as promulgated by the United States Government, which includes Public Law <http://uscode.house.gov>; Code of Federal Regulations (CFR) codification of the general and permanent rules and regulations <https://www.ecfr.gov>, but is not limited to: Title 2: Grants and Agreements: Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F Appendix II and Uniform Grant Guidance as amended.

2. Federal Compliance - This Solicitation will be funded, in whole or in part, with an award of federal funds. Contractor shall comply with all applicable federal laws, regulations, and requirements. These include but are not limited to compliance with the following laws and regulations:

1) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If this Agreement is in excess of \$100,000 and involves the employment or mechanics or laborers, Contractor must comply with provisions of 40 U.S.C. 3702, as supplemented by Department of Labor regulations (29 CFR Part 5).

2) Rights to Inventions Made Under a Contract or Agreement. If this Agreement is an agreement with a small business firm or nonprofit organization for performance of experimental, developmental, or research, Contractor must comply with the requirements or 37 CFR Part 401, "Rights to Inventions Made by Nonprofit organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any Implementing regulations issued by the awarding agency.

3) Clean Air Act (42 U.S.C. 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). If this Agreement is in excess of \$150,000, the Contractor is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency of the federal funds for this Agreement and the Regional Office of the Environmental Protection Agency (EPA).

4) Debarment and Suspension (Executive Orders 12549 and 12689). The County is prohibited to from entering into this Agreement with a party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If this Agreement is for compensation in excess of \$100,000, Contractor must file the required certification with the County that it will not and has not used Federal appropriated funds received by the Contractor to pay any person or organization for influencing or attempting to influence an officer or employee or any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

6) Procurement of Recovered Material (2 CFR CH. II §200.322). Contractor must 1) comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; 2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and 3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7) Equal Employment Opportunity. If this Agreement is a construction contract Contractor is required to comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11246, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and Implementing regulations at 41 CFR part 60, “Office or Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

8) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). If this Agreement is prime construction contract in excess of \$2,000, Contractor is required to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

ADMINISTRATIVE INFORMATION.

1. Arapahoe County officially distributes Solicitation documents through the **Rocky Mountain E-Purchasing System Bidnetdirect.com/Colorado**. **Copies of solicitations obtained from any other source are not considered official copies.** Only those Contractors who obtain Solicitation documents from the Rocky Mountain E-Purchasing System will be in receipt of officially posted and relevant information regarding solicitations issued by the County. The County cannot be held responsible for incorrect information, nor can it attest to the accuracy of information, found on websites other than the Rocky Mountain E-Purchasing System.

2. Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing, and/or award should be directed electronically, via the Rocky Mountain E-Purchasing system. Contractor submitting the question(s) shall be responsible for ensuring that the question(s) is received by the date and time listed above for consideration. Please only enter one question per line on the Bidnetdirect.com/Colorado web site.

3. The County shall issue a written addendum if substantial changes which impact the technical submission of Responses are required. Addenda will be posted on the Rocky Mountain E-Purchasing System web site (Bidnetdirect.com/Colorado). Contractors are responsible for revisiting this website prior to the Solicitation due date.

4. Contractors may offer a cash discount for prompt payment. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty (30) days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check or electronic transfer.

5. Prices, quotes, and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation's Special Terms and Conditions. Title and risk of loss shall pass to the County upon inspection and acceptance by the County at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. If the Contractor defaults on its contract or the contract is terminated for cause due to performance, the County reserves the right to re-procure the materials or services from the next lowest Contractor or from other sources during the remaining term of the terminated/defaulted contract.

6. **Method of Award - Best Evaluative Score Based on Written Response.** The County is a best value agency. The intent of the County to award this Solicitation to the responsive responsible proposer that meets or exceeds the specifications and requirements as determined by the County's Evaluation Committee.

If it is in the best interest of the County, the Evaluation Committee may invite a limited number of Contractors who received the highest scores during the written phase to provide an oral presentation and discussion. The number of Contractors who may be invited to participate in this discussion will be determined by the Evaluation Committee at its sole discretion.

The County reserves the right to conduct negotiations with Contractors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Contractors. Once an award is made, the Solicitation file and Responses contained therein are in the public record.



ARAPAHOE COUNTY

**Arapahoe County Finance Department
Purchasing Division
5334 South Prince Street, Room 480
Littleton, Colorado 80120**

**REQUEST FOR PROPOSAL
SPECIFICATION FORM**

I. BACKGROUND

Arapahoe County has a population of 654,900 people which includes 254,250 households and spans 806 square miles, making it the third largest county in Colorado. The western part of the County is mostly urban with residential, retail, office and industrial areas, while the eastern portion is mostly rural. Littleton, our County seat, along with Aurora, Bennett, Bow Mar, Centennial, Cherry Hills Village, Columbine Valley, Deer Trail, Englewood, Foxfield, Glendale, Greenwood Village and Sheridan make up the 13 incorporated communities of Arapahoe County. There are nine school districts and 450 local improvement and service districts. Within the County, these special districts provide residents with a variety of attractive residential choices, excellent parks, greenbelts and trail systems, and public utilities, including water, storm water and sanitation services.

The County is governed by an elected Board of County Commissioners. They oversee the County by serving as an administrative and policy-making body. The five-member Board approves the budget, hires staff, oversees land-use planning and development and administers county services.

The County employs 2,593 employees who provide services to the citizens of Arapahoe County. Sixteen offices/departments make up the County structure. The Sheriff's Office is our largest office consisting of 828 employees. Arapahoe County maintains 1,675 miles of roads. The County has spent more than a year digging deep into the factors affecting our revenue streams and engaging with staff and the public about possible solutions. The reality of our economic position is this: the County has significant needs to support infrastructure, public safety and general services and the funding to support these areas has not kept pace with inflation or demand. The recommended 2024 budget reflects our current fiscal reality and highlights the structural financial challenges that have been building over many years. This reality means a wider and more serious toll on County resources as we begin to make difficult choices based on a revenue shortage.

Arapahoe County is seeking letters of interest from qualified Offerors with a proven track record of planning and implementing an omnichannel, issue-driven public education and outreach strategy to inform diverse stakeholder groups. Primary responsibilities will include message development, content creation, stakeholder engagement, polling, and strategic counsel to inform the Board's future decision-making regarding the County's fiscal reality.

II. SCOPE OF WORK AND DELIVERABLES

The selected consultant will work with and under the direction of the Commissioner's Office, key County staff, and with the Board of County Commissioners to develop an omni-channel public education and outreach strategy to inform stakeholders of the County's budget challenges. The services that may be performed by the consultant include the following:

1. Research, plan and implement messaging regarding the County's budget challenges and possible solutions to those challenges.
2. Using demographic, psychographic and polling/surveying data, identify and develop an overall strategy to reach specific target audiences within the county (message segmentation) about the county's current and future fiscal challenges.
3. Provide strategic counsel and recommendations on proposed fiscal and capital solutions, including proposed ballot language.
4. In consultation with county staff, create and implement a grassroots outreach and engagement plan, including messaging, coalition building, and communications strategy to identified stakeholders.

5. Review and support quantitative surveying of potential options under consideration, including specific potential ballot language.
6. Partner with an established interdisciplinary county staff team to provide regular updates and recommendations to the Board of County Commissioners, County Elected Officials, and key stakeholders.

III. THE LETTER OF INTEREST/QUALIFICATIONS

Consultants wishing to provide the services as outlined in the scope should respond to this solicitation by submitting a written Letter of Interest/Qualifications that is no more than five (5) pages (excluding fee schedule, resume addenda, signature forms and required documentation). This letter should highlight the following:

1. A letter of interest describing why the consultant (or team comprised of several consultants) is interested in supporting Arapahoe County in the efforts described in the scope of services.
2. Experience of the consultant (or team) in providing similar services of this scope and achieved successes.
3. Identify key personnel as well as any subcontractors that would be interacting with Arapahoe County and applicable expertise.
4. High-level overview of the consultant's strategy and approach to providing these services within a nine-month timeframe, including expectations of how existing County resources may be used.
5. Current capacity and potential conflicts to provide services identified in the scope.
6. List of three references that can speak to similar past performance.

IV. RESPONSE FORMAT

SUBMISSION OF RESPONSES: ONE (1) electronic submittal must be submitted online via at www.bidnetdirect.com/colorado . It is the responsibility of the contractor to ensure that the electronic proposal is submitted prior to the proposal closing time. **No physical submissions will be accepted.**

Please submit (1) pdf with the contractor name as the 1st word in the document name.

Provide submittal without reference to Arapahoe County logo.

SIGNATURE FORMS AND REQUIRED DOCUMENTATION

- 1) Completed Submittal Form
- 2) Certificate of Liability Insurance

The Evaluation Committee will score Responses based on the following criteria:

1. Qualifications, Experience and Capacity (40%)
2. Approach and Methodology (45%)
3. Cost (15%)

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**REQUEST FOR PROPOSAL
PRICING FORM**

FEE SCHEDULE

The submittal should include a fee schedule appendix that identifies:

1. Monthly retainer for services
2. Anticipated third-party tactical cost estimates (i.e. coalition building, polling, technology).
3. Identified unknown costs/tactics for further discussion and consideration.

ITEM NUMB	QTY	UNIT	DESCRIPTION Hourly Rate	UNIT PRICE
1.				



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5334 South Prince Street, Room 480
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**REQUEST FOR PROPOSAL
REQUIRED SUBMITTAL FORM**

SUBMITTED BY:

Company Name: _____

Contact Names: Sales/Customer Service: _____

Address: _____

Phone: (____) _____ Email(s): _____

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the vendor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accepts and acknowledges this offer is consistent with the specifications and terms and conditions, unless specific variations have been clearly and expressly listed in the offer.
- The Offer is in all respects fair, without outside collusion or otherwise illegal action.

By _____	_____	_____
Signature of Authorized Agent	Date	FEIN

_____	_____	_____
Typed/Printed Name of Agent	Title of Agent	Agent email

PAYMENT TERMS: If the vendor does not accept a percentage discount, the County standard is net thirty (30) days after the date that the County receives an accurate invoice and has accepted the product or service. Payment is the date of the check mailing or date of the credit card transaction.

Discount: ____ % ____ Days, Net: 30 Days, Accept Visa without additional fee? _____

VARIATIONS: The vendor shall identify all variations and exceptions to any RFP documents. Submittal of a Vendor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award. For each variation listed, reference the applicable section of the solicitation document as per the example below. If no variations are listed here, it is understood that the vendor's Offer fully complies with all terms and conditions. Attach additional Variation sheets in the same format as below.

Page #: _____ Item # or Section: _____ Variance _____

SUBMITTAL INSTRUCTIONS:

Proposals shall be submitted in the order listed below with each section clearly identified.

- Submit questions and submittal ON-LINE at BidnetDirect.com before deadlines
- Cover & Executive Summary. Detail Firm's and employees' Capabilities, Experience & Licensing
- Details of Proposal – Proposed products & services, implementation timeline and warranties.
- Completed Submittal Forms including this sheet and all other attachments specifically requested including a Performance Measures Form when requested.
- Required Documentation – Provide documentation that satisfies the request.
- Pricing – All fee and costs associated with the proposal.
- Insurance – Checking this box accepts that the insurance requirements listed by the County are acceptable unless listed in the variations on the previous page.
- CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- Please initial to acknowledge Addenda, if any, have been considered in your proposal:

#1 _____ #2 _____ #3 _____ #4 _____ #5 _____

REFERENCES:

- Check here if Firm's standard reference sheet is attached, otherwise, use the space below.

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Arapahoe County must have on file a completed W-9 prior to doing business with contractors.



ARAPAHOE COUNTY

**Arapahoe County Finance Department
Purchasing Division
5334 South Prince Street, Room 480
Littleton, Colorado 80120**

**REQUEST FOR PROPOSAL
APPENDIX A – SAMPLE AGREEMENT FOR SERVICES**

- I. The Sample Agreement for Services is included in this Solicitation for informational and reference purposes only.

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PERFORMANCE MEASURES FORM INSTRUCTIONS:

The County’s Purchasing Department has incorporated Performance Management into our culture. When vendors submit offers to the County in response to solicitations for **Services** (not associated with the primary purchase of goods or software), they shall identify the goals by which they will monitor and report their performance providing the services. Vendor performance shall be documented as to (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and optionally (d) Sustainability/or Innovation.

The awarded vendor will self-score their defined measures prior to contract renewal. The department will review the vendor’s self-scored measures. Performance measures will be queried for every year of the contract. Performance measures reporting will partially inform re-contracting with or renewing a contract with a vendor.

SERVICES means: the furnishing of labor, time, effort, maintenance, etc., by a contractor with an initial contract amount of more than \$100,000.

Company name & contact name: _____

Email: _____ **Phone:** _____

Date: _____ **ACG Department:** _____

Solicitation/waiver date: _____

(a) Price/Cost

Example Measure: Consultant will submit detailed invoices substantiating amounts requested.

1. _____

(b) Punctuality/Responsiveness

Example Measure: Reporting of project status will occur monthly with the County and contractor’s Project Manager or contact.

1. _____

(c) Quality/Reliability - Provide at least one measure.

Example Measure: Revisions are drafted within two weeks with no more than 3 revisions prior to final.

1. _____

2. _____

(d) Sustainability and/or Innovation (optional)

Example Measure: Digital reports delivered to the County 95% of the time will reduce the use of paper.

1. _____

2. _____
