



WESTMINSTER

COLORADO

REQUEST FOR PROPOSAL (RFP)

ON-CALL PLUMBING SERVICES

Solicitation No. RFP-PWU-25-574

SCHEDULE OF EVENTS

| | | | |
|------------------------------|--------------------|---------|-----|
| RFP Advertisement | June 25, 2025 | | |
| Deadline to Submit Questions | July 7, 2025 | 4:00 PM | MST |
| Response to Questions | July 9, 2025 | 4:00 PM | MST |
| Proposal Due Date | July 17, 2025 | 4:00 PM | MST |
| Evaluation | July 17 – 31, 2025 | | |

The party submitting a proposal, hereinafter referred to as the Proposer, offers to furnish to the City of Westminster the materials, supplies, products, or services requested in accordance with the specifications and subject to the Terms and Conditions described herein.

The City utilizes the Rocky Mountain E-purchasing System (BidNet®) in the advertisement and facilitation of solicitations administered by the City's Procurement Division; therefore, respondents must ONLY rely on documents provided on the Rocky Mountain E-purchasing System (BidNet®) website or as communicated directly from the Procurement official. Only rely on this web address: <https://www.bidnetdirect.com/colorado>

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SECTION A: RFP OVERVIEW AND PROJECT REQUIREMENTS

A.1 INTRODUCTION:

The City of Westminster, hereinafter referred to as the City, is inviting qualified firms to submit proposals for On-Call Plumbing Services. This RFP outlines the scope of work, requirements, and conditions for proposing. The successful Proposer, hereinafter referred to as the Contractor, will enter into a contract with the City for the completion of the work outlined herein.

Joint Procurement/ Cooperative Participation Agreement

This RFP is part of a cooperative purchasing agreement for On-Call Plumbing Services through the Lead Procurement Agency (LPA), City of Westminster (The City), for the Colorado Procurement Alliance, known as "Colorado Collaborates", a collaboration that allows the City and other public sector entities, as well as private educational institutions, to benefit from collective purchasing power. As a result, any selected proposal may be utilized by other public agencies and eligible private educational institutions, to "piggyback" on the awarded contract and receive the same pricing as proposed, subject to the same terms contained in this solicitation. The selected Contractor(s) will be expected to provide goods to the original Participating Agencies (PAs). While the ability to serve additional agencies is encouraged, it is not a requirement for award. Contractors must comply with the Cooperative Contract Requirements (See Exhibit E).

PARTICIPATING AGENCIES

City of Wheat Ridge

City of Lafayette

Note that other participating agencies may join Colorado Collaborates at a later date and by bidding Contractor agrees to provide the same pricing subject to the terms herein to such participating agencies.

Contractor further acknowledges that no participating agency is required to award a contract to Contractor. The City of Westminster makes no guarantee that any other participating agencies will award a contract to Contractor even if The City does make such an award.

Optional National Compliance

This RFP is issued in accordance with the regulations and requirements of the State of Colorado and is primarily intended for services within this state. However, respondents interested in providing services outside of Colorado under this contract must demonstrate their ability to comply with applicable local, state, and federal

regulations of any additional states where services may be provided. Compliance with equivalent regulations in other states will be required for those offerors seeking to expand their service offerings nationally.

Eligibility Requirements - Optional Licensing and Compliance Across States

Offerors interested in being considered for business outside of Colorado must possess or demonstrate the ability to obtain all necessary local, state, and federal certifications and permits required not only in Colorado but also in any other states where they seek to offer services.

A.2 PROJECT DESCRIPTION

The project includes on-call plumbing services at all City of Westminster facilities. The scope of services will include a variety of scheduled plumbing services that will typically be completed during normal business hours, or after hours in some special circumstances.

A.3 TERM:

It is the City's intention to award this Contract for a term of five (5) years. The initial Contract will be one (1) year, with four (4), 1-year renewals. Any additional Contract extensions shall be in accordance with the City's Procurement Policy.

A.4 SCOPE OF WORK/ REQUIREMENTS

This RFP consists of providing the City with plumbing services on an as-needed basis. The following minimum scope of services are provided to help define the City's expectations and goals for this project. It is not the intent of the City to define a rigid scope of tasks as part of this RFP. The specific scope of services will be described and agreed upon in subsequent Task Orders. Task Orders shall be executed in the form attached hereto and incorporated herein as Exhibit, shall become part of the Contract after execution, and shall be subject to all terms and conditions herein.

The Scope of Work (SOW) includes but is not limited to:

- Domestic and sanitary piping
- Sewer line cleaning
- Scoping
- Backflow testing and service
- Pipe tracing\locating
- Drain line service
- Drinking fountain install
- Detention facility plumbing service
- Pipe, valve, pump repair or replacement

A.5 RFP ATTACHMENTS:

| | |
|-----------|--|
| Exhibit A | Sample Services Contract |
| Exhibit B | Scope of Work |
| Exhibit C | Sample Task Order Form |
| Exhibit D | Fee Schedule |
| Exhibit E | Colorado Collaborates Terms and Conditions |

A.6 WORK SCHEDULE

All work on City property shall be done during regular working hours on regular working days (Saturdays, Sundays and Holidays excepted) or after hours in some special circumstances.

Any excessively noisy work or other work which might disturb procedure at a City Building shall be rescheduled through the Project Manager or Building Superintendent.

If a Contractor must work overtime, on City property, in order to meet required completion dates, they shall get advance approval from the agency involved, and hours of work shall be agreed upon.

A.7 ELECTRONIC SUBMISSION OF PROPOSALS AND COMMUNICATION:

The City is using Rocky Mountain E-purchasing System (BidNet®) to advertise and manage formal solicitations. Registration with BidNet® is free and provides access to view posted governmental proposals, with an optional paid notification service.

Submission of all proposals and clarifying questions for this solicitation must be done electronically through BidNet® at

<https://www.bidnetdirect.com/colorado/cityofwestminster> no later than the date and time specified in the Schedule of Events. The City is not responsible for the Proposer's actions or interactions with BidNet® or other third-party services related to this RFP.

For more information or assistance with BidNet®, call 1-800-835-4603, Option 2.

A.8 CLARIFYING QUESTIONS:

The City is not bound by, and Proposers shall not rely on, any oral interpretations or clarifications of this RFP.

All questions must be submitted via BidNet no later than the date and time specified in the Schedule of Events. Responses will be posted on BidNet for public viewing.

Except for pre-proposal meetings or site visits, communication with City personnel outside of the Procurement staff may result in disqualification of the Proposer's submission.

A.9 ADDENDA:

In the event it becomes necessary to revise, change, modify or cancel this RFP or to provide additional information, addenda will be issued and made available on BidNet®. It is the responsibility of the Proposer to confirm that they have reviewed all addenda related to this solicitation and they have reviewed and complied with the RFP requirements.

A.10 PRICING:

All prices quoted shall be Unit Pricing/Hourly Rate

Unit price for each item proposed on, shall be shown and shall be for the unit of measurement indicated. In case of error in extension of prices, the unit price will govern.

Detailed Pricing Submittal requirements are detailed in Section B.6 of this RFP.

A.11 PRICE REDETERMINATION:

A price redetermination may be considered by the City only at the time of contract renewal. All requests for price redetermination shall be in written form, shall be submitted a minimum of sixty (60) days prior to the contract renewal period and shall include documents supporting the adjustment based on changes in the cost of labor, materials, or other relevant factors. Any proposed adjustment exceeding 3% will be subject to negotiation and approval by the City.

A.12 PAYMENT TERMS:

On-call contracts require that each project be proceeded by a detailed quote in accordance with the Contract terms. Work may begin upon the issuance of a valid Purchase Order.

Payment under the Agreement shall be according to Section IV of the Agreement. The City will not reimburse the Successful Proposer or other Proposers for any expenses incurred in preparing proposals in response to this RFP.

A.13 INSURANCE REQUIREMENTS:

The Contractor shall carry the insurance specified in Exhibit A, Sample Services Contract, which is included with this RFP, and shall submit proof of such insurance when delivering the executed Contract to the City of Westminster.

The City shall be named as an additional insured on the specified liability insurance policies and certificates of insurance. Insurance certificates required for this project shall be sent to the Project Manager, after the proposal has been awarded.

A.14 WARRANTY GUARANTEE:

The Service Provider shall be fully responsible for any and all warranty work, regardless of whether or not manufacturers of equipment, and/or its component parts, provide the actual warranty coverage. In addition, Proposer shall have or establish a single, local source that will accomplish or coordinate any necessary warranty work. Service Providers shall respond to requests for warranty assistance within twenty-four (24) hours.

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SECTION B: PROPOSAL SUBMISSION REQUIREMENTS

B.1 GENERAL SUBMISSION INFORMATION:

This section outlines the submittal requirements for all documents and pricing. Proposers must carefully follow these instructions and provide all requested information in the specified formats.

All proposals must be received by the date and time specified in the Schedule of Events on the cover page. Late submissions will not be considered.

Proposals submitted through BidNet are locked until after the due date. Bidders are encouraged to submit their bids well in advance to allow time for any technical issues, as late bids cannot be accepted by the system.

For assistance with bid submissions, please contact BidNet® at 1-800-835-4603, Option 2.

Proposers unable to submit electronically must submit a written request to the Procurement Analyst by the Question Due Date to receive permission and instructions for submitting a hardcopy bid.

B.2 CHANGES:

The City will not consider change orders or amendments unless they involve a change to the original project scope. Any items necessary for project completion that are not itemized in the proposal must be supplied by the Proposer at no additional cost to the City.

Omissions must be identified by the Proposer and listed as separate line items with pricing for inclusion in the proposal.

The City will not approve increases to the contract or purchase order (in amount or time) for items not included in the proposal.

B.3 MODIFICATIONS TO PROPOSAL:

No proposal may be modified or withdrawn after the submission deadline. If a firm submits more than one proposal, only the last submission will be considered.

Once submitted, a proposal becomes City property. The City shall retain all proposals submitted regardless of whether that proposal is selected in accordance with the City's retention policy. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this RFP.

B.4 CONTRACT DOCUMENTS:

The City's Sample Contract is provided as Exhibit A of this RFP. The awarded Contractor will be required to sign a version of the Contract similar to the one in Exhibit A, with modifications to reflect the actual scope of services.

Any exceptions to the Contract terms must be clearly identified and submitted with the proposal as a redlined version of the City's Contract. These exceptions will be considered during the evaluation of proposals.

The City reserves the right to reject any or all proposed modifications.

B.5 ACCEPTANCE PERIOD:

By responding to this RFP, Proposers confirm that their proposals are valid from the closing date of the RFP, through the initial contract term.

B.6 PROPOSAL CONTENTS AND FORMAT:

Proposals must be in Microsoft Word or an original PDF (not a scanned copy) as well as Excel if specified.

Proposals should address all items outlined in the SOW and align with the evaluation criteria, including the following:

Proposal. Proposals should not exceed 15 pages of text and figures. Cover letters, resumes and exhibits to the proposal do not count toward the proposal page limit. All proposals should address the following:

1. **Company Background and Experience.**
 - a. List your company's legal name, address, and telephone number. Include parent company information if applicable.
 - b. How long has your company been in business?
 - c. How long has your company or division been providing plumbing services?
 - d. Provide a brief background and history of your company including years of experience, specific relevant experience and current location.
 - e. Describe your familiarity with applicable industry standards and building codes.
 - f. Describe any unique or special aspects or tools that your company brings to this RFP offering.
 - g. Describe your company's resources available for the services, including tools, supplies, and on-hand materials.

2. **Key Personnel.** Provide a detailed list of all key personnel involved in the services, accompanied by a brief description/resume of their experience.
 - a. Describe staffing availability and how they will meet the requested service levels.
3. **Quality control, safety and security.** Include your approach in the proposal.
4. **References.** Provide references for the performance of your company and the individuals who will be assigned to City projects.
 - a. References should be of similar scope and organizations
 - b. Minimum of three within the last five years
 - c. Include contact person still at the organization, email and telephone number.
5. Describe any unique or special aspects or tools that your company brings to this RFP offering.
6. **Fee schedule.** Provide a fee schedule using Exhibit D, Price Sheet.
7. **Licenses and Certifications.** Proof of valid contractor's license and applicable certifications.
8. **Insurance.** Proof of the contractor's insurance coverage (general liability, workers' compensation, etc.).
9. **Sample Contract Redlines.** (if applicable)
10. **Certificate of Good Standing from the Colorado Secretary of State's Office.** Successful vendors that are required to furnish a Certificate of Good Standing from the Colorado Secretary of State's Office, as proof that they are properly registered to do business in the State of Colorado, prior to finalization of award and contracting.
11. **Subcontractor List.** Proposers must demonstrate to the City's satisfaction the reliability and responsibility of any proposed subcontractors based on the criteria outlined in these Instructions and Proposal Requirements. Prior to contract award, the City will notify the Proposer in writing if there are reasonable objections to any proposed subcontractors. In such cases, the Proposer may:
 - a. Withdraw its proposal, or
 - b. Submit an acceptable substitute subcontractor with an adjusted proposal to account for any cost differences. The City may, at its discretion, accept the adjusted proposal.

SECTION C: EVALUATION AND AWARD

C.1 EVALUATION OVERVIEW

The City does not discriminate on the grounds of race, religion, color, age, sex, disability, or national origin in consideration of an award. Disadvantaged business enterprises are afforded a full opportunity to submit proposals.

C.2 PROPOSAL EVALUATION ITEMS:

The Selection Committee will perform a preliminary evaluation of each proposal using the following criteria and weighting:

| | Evaluation Criteria | Weight |
|---|--------------------------------------|---------------|
| 1 | Fee Schedule | 30 |
| 2 | Company Background And Experience | 20 |
| 3 | Proposed staff | 20 |
| 4 | Quality Control, Safety and Security | 15 |
| 6 | References | 15 |
| | Total | 100 |

C.3 EVALUATION AND SELECTION:

Selection shall be made to the highest scoring Proposer of the evaluation criteria of this RFP and in accordance with Westminster Municipal Code (W.M.C.) Title XV, Chapter 1, Section 15-1-5.

In evaluating proposals, the City shall consider the qualifications of the Proposers, and whether or not the proposals comply with the prescribed requirements. The City reserves the right to reject proposals that do not pass any such evaluation to the City's satisfaction.

C.4 AWARD TYPE:

Final award as a result of this RFP is contingent upon the successful execution of a City Contract.

Multiple contracts may be awarded based on the needs of the City and other participating agencies.

The City reserves the right to award all or part of the proposal based on area of expertise or value to the City.

SECTION D: GENERAL RFP AND CONTRACT INFORMATION

D.1 PAYMENT CONDITIONS:

Payment to the Contractor will be made within 30 days after the completion of services and acceptance of a proper invoice. The City reserves the right to withhold payment if the Contractor fails to comply with the purchase agreement or if services are deemed unsatisfactory by the City's inspection. The City will notify the Contractor promptly of any performance issues so that corrections can be made, if possible, before payment is delayed.

Final payment will not be made if the work is found incomplete or does not meet the agreed-upon specifications, including authorized changes. The Contractor must correct or complete any deficiencies before receiving final payment.

Under no circumstances will payment be made for work not authorized by the City, as evidenced by a Purchase Order.

D.2 NOTICE TO PROCEED:

Work shall not commence until a Contractor has received a City Purchase Order (PO).

D.3 RFP CONDITIONS AND PROVISIONS:

1. Submission: Proposals (including all required attachments) must be submitted electronically via the Rocky Mountain E-purchasing System (BidNet®).
2. Compliance: All Proposers must comply with the conditions, requirements, and instructions outlined in this RFP. If there are any omissions or conflicts in the instructions, the Proposer must seek written clarification from the Procurement Manager at least forty-eight (48) hours before the proposal opening.
3. Typographical Errors: Errors in proposal pricing may result in the loss of contract award.
4. Proposal Completeness: All requested information must be provided. Failure to submit complete information may result in disqualification.
5. City's Discretion: The City reserves the right to postpone, cancel, or reject all proposals if deemed in the City's best interest.
6. Waiver of Errors: The Procurement Manager reserves the right to waive minor errors or omissions and to reject any or all proposals, or to award a contract in part or whole, if in the City's best interest.

7. Compliance with Specifications: The Contractor must comply with all terms, conditions, and specifications of this RFP. The City reserves the right to inspect the Contractor's facilities and equipment to ensure compliance.
8. Eligibility: Proposals from entities in arrears to the City, or failing to meet required legal or regulatory compliance, will not be accepted. Proposers may be asked to demonstrate the necessary knowledge and financial capacity to perform the work.
9. Legal Compliance: The Proposer agrees to abide by all applicable laws, regulations, and ordinances of the United States, State of Colorado, and City of Westminster, securing all necessary licenses and permits.
10. Standards Compliance: All materials, supplies, equipment, and services provided must meet all applicable federal, state, and local codes.
11. Formal Contract: A formal contract will be prepared by the City, and the Contractor must sign and submit required insurance and documentation within ten (10) days (or as otherwise specified) from receipt of the contract.
12. No Liability for Costs: The City will not be liable for any costs incurred by the Proposer in the preparation of proposals or in connection with work performed prior to the contract's execution.
13. Permits and Fees: The Contractor is responsible for procuring necessary permits, paying taxes, and complying with all associated fees. All costs should be included in the proposal price.
14. Tax Exemption: The City is exempt from City, State, and Federal sales/excise taxes. Tax exemption certificates will be provided upon request.

D.4 PROTESTS:

This policy does not apply if all proposals are rejected or if the solicitation is cancelled without an award.

1. Right to Protest: Any Proposer or vendor who feels wronged (referred to as the "aggrieved party") regarding the solicitation or contract award can protest to the Westminster Procurement Manager, Aran Raz, at araz@westminsterco.gov.
2. Timing of Protests:
 - a. Pre-Award: If the aggrieved party has concerns about the proposal specifications before the proposal opening date, they must submit their protest at least three (3) business days before that date. The aggrieved party

must show that there's a problem with the specifications. Late protests shall not be accepted.

- b. Post Award. If the aggrieved party believes the award process didn't follow the City's Procurement rules, they must submit a protest within ten (10) business days after the intent to award is published on Rocky Mountain E-Purchasing System (Bidnet). The aggrieved party must show that the rules were not followed. Late protests shall not be accepted.
- c. All protests must be made in writing to the Westminster Procurement Manager, Aran Raz, at araz@westminsterco.gov.

3. Written protest must include:

- a. Name, address, and telephone number of the aggrieved party
- b. RFP number and date of procurement
- c. A clear explanation of the issues
- d. Any evidence or documents that support your protest
- e. A detailed explanation of why you believe you are aggrieved.

4. Decision Authority: The Procurement Manager will review and decide on the protest within ten (10) business days of receiving it. The decision will address the issues raised and will be final.

Award Delay: If a protest is filed, the Procurement Manager may choose to delay the award until the protest is resolved.

D.5 GRATUITIES AND KICKBACKS:

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee (within six months of termination from City employment), to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the prime Contractor or higher tier Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any City of Westminster employee, the proposal shall be disqualified and shall not be reinstated.

D.6 NON-COLLUSIVE PROPOSER CERTIFICATION:

By the submission of this proposal, the Proposer certifies that:

1. The proposal has been arrived at by the Proposer independently and has been submitted without collusion with any other Proposer.
2. The contents of the proposal have not been communicated by the Proposer, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Proposer or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the proposal.
3. No Proposer shall submit more than one proposal for this purchase. It shall be the responsibility of each Proposer to obtain the prior written permission of the Procurement Manager before proposal opening in every situation in which the Proposer, due to corporate association or other affiliation, may be found to be impermissibly associated with another Proposer. Failure to observe this requirement could result in all such affiliated proposals being rejected.
4. Any proposer with multiple submissions, shall only have the last proposal considered to accommodate technical difficulty deleting a previous submission.

D.7 DISCLOSURE OF CONTENTS OF PROPOSALS:

The contents of all proposals become a matter of public record and a "Record" under the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. ("CORA"). Upon request to the City, the disclosure of Records is mandatory, with the exception of those Records under CORA which are excluded from disclosure sometimes identified as business or trade secrets or proprietary matters ("Protected Items"). Protected Items so marked may not be disclosed unless disclosure is otherwise required under CORA. If a request is made under CORA for Records, the City will use reasonable efforts to notify the Proposer of the request, and it will be the responsibility of the Proposer to appropriately redact Protected Items from its submittal to the City. If a Proposer does not respond to the City to redact Protected Items as requested all Records may be disclosed by the City. If necessary, a Proposer shall seek a court order to protect their Protected Items, and will defend, indemnify, and hold harmless the City from any claim or action related to the City's withholding of Protected Items.