

STATE OF COLORADO



**REQUEST FOR PROPOSAL COVER PAGE**

**Publish Date:** Publish No Later Than 6-16-04

**Solicitation #:** RFP-MR-RAILROAD-05

**Return all Sealed Bids/Proposals to:** Division of Finance and Procurement  
State Purchasing Office  
225 E. 16th Ave., Suite 802  
Denver, CO 80203

**Purchasing Agent:** Monica Rahman

**Deadline for Submission of Proposals:** 8-3-04 at 2:30 PM  
(Mountain Time)

**# of Copies of Proposal to be Submitted:** (One Original Plus 7 Copies)

***Request for Proposals for OPERATION OF GEORGETOWN LOOP HISTORIC RAILROAD AND USE OF HISTORIC MINING PARK.  
RFP Issued by the State Purchasing Office on Behalf of THE COLORADO HISTORICAL SOCIETY.***

Per the attached document and all attachments

F.E.I.N.: \_\_\_\_\_

Payment Terms \_\_\_\_\_ (Minimum of Net 30)

Authorized Signature: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact for Clarifications: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**IMPORTANT: The following information must be on the outside of the Bid Return Envelope:  
*RFP Number -Opening Date and Time***

Please be advised that telegraphic or electronic bids/proposals (Fax, Western Union, Telex, e-mail, etc.) cannot be accepted directly in the Purchasing Office as a sealed bid/proposal. Bidders are urged to read the solicitation document thoroughly before submitting a bid/proposal. Vendors are required to submit Federal employer Identification Number (F.E.I.N.) prior to payment from the State of Colorado.

The State respects the environment and desires to do business with vendors who share this concern. Accordingly, the vendor who is awarded this solicitation agrees that, wherever required, all reports, catalogs, correspondence, or other submittals will be made on recycled paper and with copying on both sides of the pages. (Recycled paper meaning not less than 50% of the total weight consisting of secondary and post-consumer waste, and not less than 10% total weight consisting of post-consumer waste.)

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**SECTION I - ADMINISTRATIVE INFORMATION**

- A. **ISSUING OFFICE:** This Request for Proposal (RFP) is issued for the State of Colorado by the State Purchasing Office for the benefit of the Colorado Historical Society. The State Purchasing Office is the SOLE point of contact concerning this RFP.
- B. **OFFICIAL MEANS OF COMMUNICATION:** During the solicitation process for this RFP, all official communication between the State Purchasing Office (SPO) and offerors will be via postings on the State's *BIDS* system. SPO will post notices which will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning offeror. ***It is the responsibility of offerors to carefully and regularly monitor BIDS for any such postings.***
- C. **PURPOSE:** This RFP provides prospective offerors with sufficient information to enable them to prepare and submit proposals for consideration by the State to meet the requirements of this RFP.
- D. **SCOPE:** This RFP contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.

**SCHEDULE OF ACTIVITIES FOR PROCUREMENT PROCESS: TIMELINE** (Local Time)

1.	RFP NOTICE PUBLISHED ON THE BIDS SYSTEM	<u>No later than 6-16-04</u>
2.	PROSPECTIVE OFFERORS E-MAIL INQUIRY DEADLINE (NO QUESTIONS ACCEPTED AFTER THIS DATE/TIME)	<u>7-9-04</u> 5:00 PM
3.	<b>MANDATORY</b> ON-SITE WALKTHROUGH BY APPOINTMENT	<u>7-1, 7-2, and 7-6-04</u>
4.	RESPONSES TO INQUIRIES POSTED ON BIDS SYSTEM AS MODIFICATION TO SOLICITATION (DATE APPROX.)	<u>7-14-04</u>
5.	PROPOSAL SUBMISSION DEADLINE SUBMIT <b>8</b> COPIES OF THE PROPOSAL (ONE ORIGINAL PLUS 7 COPIES)	<u>8-3-04</u> 2:30 PM
6.	ORAL PRESENTATIONS, AS APPLICABLE	<u>Approx. wk. of 8-23-04</u>
7.	AWARD NOTICE PUBLISHED ON BIDS SYSTEM	<u>Approx. 9-7-04</u>
8.	INITIAL CONTRACT PERFORMANCE PERIOD (10 YEARS)	<u>Approximate</u> <u>Jan., 2005</u> THRU <u>Dec., 2014</u>
9.	THE RESULTING CONTRACT MAY BE RENEWED FOR UP TO <b>ONE</b> ADDITIONAL <b>10-YEAR</b> PERIOD AT THE SOLE DISCRETION OF THE STATE. (IF THE RENEWAL OPTION IS TAKEN, THE TOTAL LENGTH OF THE CONTRACT COULD BE UP TO 20 YEARS.)	

- F. **INQUIRIES:** Offerors may make e-mail inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Send all inquiries via e-mail to:

State of Colorado, State Purchasing Office

**RFP-MR-RAILROAD-05**

Attention: Monica Rahman  
E-mail Address: [Monica.Rahman@state.co.us](mailto:Monica.Rahman@state.co.us)

**“ RFP-MR-RAILROAD-05 Inquiry” must appear on subject line of e-mail**

Response to offeror's inquiries will be published as a modification on the BIDS system in a timely manner. Offerors should not rely on any statements (other than those that appear on the State Purchasing Office website as part of the RFP or any of its modifications, that appear as written responses to inquiries published by the State Purchasing Office or that are made by Colorado Historical Society representatives during the mandatory Pre-proposal Walkthrough/Site Visit) concerning the specifications or other term or condition of the RFP.

**G. MANDATORY PRE-PROPOSAL WALKTHROUGH/SITE VISIT:** These will be held by appointment only on the following dates:

Dates: July 1st, 2nd or 6th, 2004

Times: 10:00 AM through 3:30 PM. Length of guided site visit to take approximately 90 minutes.

Location: Meet at Georgetown's Gateway Visitor Center, 1491 Argentine Street. (Directions from I-70 Westbound: take Exit #228, turn left, and proceed under freeway. The Center is the first building on the right and has a clock tower. Directions from I-70 Eastbound: take Exit #228 and turn right. The building with the clock tower is on the right hand side of the street.)

Submit requests to set up appointment dates and times via e-mail to: E-mail Address [Monica.Rahman@state.co.us](mailto:Monica.Rahman@state.co.us). **“ RFP-MR-RAILROAD-05 Site Visit” must appear on subject line of e-mail.**

The Mandatory Walkthrough/Site Visit will consist of a general tour guided by representatives of the Colorado Historical Society and will include, but will not be necessarily be limited to, a briefing; a visit to the Morrison Center, Silver Plume Complex, the overlook, the track, and the mine. One booklet with the history will be given to the potential offeror. Each potential offeror is asked to limit the number of people in their group to no more than 5 individuals. **The Walkthrough/Site Visit will NOT include a ride on the railroad.**

Important: Prospective offerors are advised that they must refrain, during the Walkthrough/Site Visit or at any other time while the RFP is open, from any discussion with other potential competing offerors concerning pricing or their proposal response to this RFP. Failure to adhere to this requirement may serve as cause for rejection of the offeror's proposal. (Refer to Section I, CC. of this RFP under the heading of "CERTIFICATION OF INDEPENDENT PRICE DETERMINATION".)

**H. MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

**I. PROPOSAL SUBMISSION:** Proposals must be received on or before the date and time indicated in the Schedule of Activities. Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposal is received by the State Purchasing Office on or before the proposal opening date and time. Offerors mailing their proposals shall allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. The proposal package shall be delivered or sent by mail to:

State of Colorado State Purchasing Office  
225 East 16th Avenue, Suite 802  
Denver, Colorado 80203-1613  
Attention: Monica Rahman

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One copy of the State of Colorado Invitation for Bid/Request for Proposal Cover Sheet MUST be signed in ink by the offeror or an officer of the offeror legally authorized to bind the offeror to the proposal. The signed Invitation for Bid/Request for Proposal Cover Sheet must be included with the proposal copy that is marked as ORIGINAL. In addition, 7 complete copies of the proposal must be submitted. Proposals, which are determined to be at a variance with this requirement, may not be accepted.

Proposals must be submitted and sealed in a package. The outer envelope of the package must include the following information on the label:

OFFEROR'S NAME  
THE RFP-NO. (**RFP-MR-RAILROAD-05**)  
PROPOSAL DUE DATE AND TIME

The State Purchasing Office desires and encourages that proposals be submitted on recycled paper, printed on both sides. While the appearance of proposals and professional presentation is important, the use of non-recyclable or non-recycled glossy paper is discouraged.

- J. **ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL:** In the event that it becomes necessary to revise any part of this RFP, an addendum notice will sent via the BIDS system.
- K. **ORAL PRESENTATIONS/SITE VISITS:** Offerors may be asked to make oral presentations. Such presentations will be at the offeror's expense.
- L. **ACCEPTANCE OF RFP TERMS:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the autographic signature of the offeror or an officer of the offeror legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions including compensation, as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the State's RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- M. **PROTESTED SOLICITATIONS AND AWARDS:** Any actual or prospective offeror or contractor who is aggrieved in connection with either the solicitation or subsequent award of a contract may protest to the State Purchasing Office. The protest shall be submitted in writing within seven working days after such aggrieved ***person knows, or should have known, of the facts giving rise thereto*** (emphasis added). Ref. Section 24-109-101 et. seq., C.R.S., as amended; Section 24-109-201 et. seq., C.R.S. as amended; Section R-24-109-101 through R-24-109-206, Colorado Procurement Rules.

With regard to the emphasized language above, it is important for offerors to note that a challenge to the solicitation's requirements or specifications should be made within 7 days of when the protestable item is known. In other words, if you believe that the solicitation contains a requirement you want to protest, the protest should be submitted within the 7 day time period, even if that means it is filed *during* the time the solicitation is still open.

As noted in paragraph B above and paragraph Q below, announcement of the apparent winning offeror will be made via a posting on the *BIDS* system. The requirement for timely submission of any protest (7 working days) will begin on the first working day following posting of the award notice on *BIDS*.

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- N. CONFIDENTIAL/PROPRIETARY INFORMATION:** Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. Written requests for confidentiality shall be submitted, by the offeror with the proposal. The offeror must state specifically what elements of the proposal are to be considered confidential/proprietary.

Confidential/proprietary information must be readily identified, marked and separated (Example: sealed an envelope) from the rest of the proposal. Co-mingling of confidential/ proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

The State Purchasing Office will make a written determination as to the apparent validity of any written request for confidentiality. In the event the State Purchasing Office does not concur with the offeror's request for confidentiality, the written determination will be sent to the offeror. Ref. Section 24-72-201 et. seq., C.R.S., as amended, Public (open) Records.

- O. RFP RESPONSE MATERIAL OWNERSHIP:** All material submitted regarding this RFP becomes the property of the State of Colorado. Proposals may be reviewed by any person after the "Notice of Intent to Make an Award" letter has been issued, subject to the terms of Section 24-72-201 et. seq., C.R.S., as amended, Public (open) Records.
- P. PROPOSAL COSTS/FEES:** Estimated proposal costs/fees are not acceptable. Proposal costs/fees will be considered to be your best and final offer, unless otherwise stated in the RFP. The proposal cost/fee will be considered in determining the apparent successful offeror. Wherever the term 'price' is used in the solicitation instructions, it shall refer to the costs/fees proposed in accordance with the instructions in this RFP.
- Q. SELECTION OF PROPOSAL:** As described within the RFP, an Evaluation Committee will review and score offers submitted and make a recommendation for award. This selection will be for award to the responsible offeror whose proposal is determined to be most advantageous to the State. The SPO purchasing office, after review and approval of the evaluation committee's written recommendation, will notify all offerors via a posting on the *BIDS* system of the results of the RFP evaluation. The posting will be an announcement of "Notice of Intent to Make an Award" which will name the apparent successful offeror.
- R. AWARD OF CONTRACT:** The award will be made to the responsible offeror whose proposal, conforming to the RFP, will be the most advantageous to the State of Colorado, price and other factors considered. A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, the State may elect to cancel the "Notice of Intent to Make an Award" letter and make the award to the next most responsible offeror.
- S. ACCEPTANCE OF PROPOSAL CONTENT:** The contents of the proposal (including persons specified to implement the project) of the successful offeror will become contractual obligations if acquisition action ensues. Failure of the successful offeror to accept these obligations in a contract, purchase order, or similar authorized acquisition document may result in cancellation of the award and such offeror may be removed from future solicitations.
- T. STANDARD CONTRACT:** The State of Colorado will incorporate standard State contract provisions (Special Provisions) into any contract resulting from this RFP.
- U. RFP CANCELLATION:** The State reserves the right to cancel this Request for Proposal at any time, without penalty.

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- V. **STATE OWNERSHIP OF CONTRACT PRODUCTS/SERVICES:** Proposals, upon established opening time, become the property of the State of Colorado. All products/services produced in response to the contract resulting from this RFP will be the sole property of the State of Colorado, unless otherwise noted in the RFP. The contents of the successful offeror's proposal will become contractual obligations.
  
- W. **INCURRING COSTS:** The State of Colorado is not liable for any cost incurred by offerors prior to issuance of a legally executed contract, purchase order, or other authorized acquisition document. No property interest, of any nature shall occur until a contract is awarded and signed by all concerned parties.
  
- X. **MINORITY-OWNED/WOMAN-OWNED BUSINESS ENTERPRISE PARTICIPATION:** It is the State's intent to achieve the goals of the Governor's Executive Orders D0055-87 and D0005-94 regarding minority/woman-owned businesses. Offerors are reminded it is illegal to discriminate.
  
- Y. **REJECTION OF PROPOSALS:** The State of Colorado reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items proposed if deemed in the best interest of the State of Colorado.
  
- Z. **PARENT COMPANY:** If an offeror is owned or controlled by a parent company, the name, main office address and parent company's tax identification number shall be provided in the proposal. The tax identification number provided must be that of the offeror responding to the RFP.
  
- AA. **NEWS RELEASES:** News releases pertaining to this RFP shall NOT be made prior to execution of the contract without prior written approval by the State.
  
- BB. **CONTRACT CANCELLATION:** The State reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the contractor.
  
- CC. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION :**
  - 1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:
    - a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
    - b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
    - c. **No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.**
  
  - 2. Each person signing the Invitation for Bid/Request for Proposal Cover Sheet of this proposal certifies that:
    - a. He/She is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or

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b. He/She is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

3. A proposal will not be considered for award where (1)(a), (1)(c), or (2) above has been deleted, modified or violated. Where (1)(b) above has been deleted, modified or violated the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

**DD. TAXES:** The State of Colorado, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-730123K) and from all state and local government use taxes (Ref. Colorado Revised Statutes Chapter 39-26.114(a)). Our Colorado State and Local Sales Tax Exemption Number is 98-02565. Seller is hereby notified that when materials are purchased in certain political sub-divisions (for example - City of Denver) the seller may be required to pay sales tax even though ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.

**EE. ASSIGNMENT AND DELEGATION:** Except for assignment of antitrust claims, neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

**FF. INSURANCE:**

1. The contractor shall procure (at its own expense, but to be reimbursed by the State through the revenue generated by the railroad operations) and maintain for the duration of the work, the following insurance coverage's; the State shall be issued certificates as an additional insured.
  - a. **Standard Workers' Compensation and Employer Liability** as required by state statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.
  - b. **General and/or Personal Injury and/or Professional and/or Automobile Liability** - (including bodily injury, personal injury and property damage) with the following minimum coverage, depending on the policy format:
    1. **Occurrence** basis policy - combined single limit of \$10,000,000.
    2. **Annual Aggregate** limit policy - not less than \$15 million plus agreement that vendor will purchase additional insurance to replenish the limit to \$15,000,000 if claims reduce the annual aggregate below \$10,000,000.
    3. \* **Claims-Made** policy - Combined single limit of \$600,000, plus an endorsement that extends coverage two years beyond the policy expiration date.
  - c. Vendor shall provide such other insurance as may be required by law or in regard to this specific solicitation or the resulting contract. (Terms of payment may be negotiated between contractor and the State.)
2. The State of Colorado shall be named as an **additional insured** on all liability policies.
3. The insurance shall include a provision preventing **cancellation** without 60-calendar days prior written notice to the State by certified mail.

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4. Vendor shall provide the following documentation to the State within 7 working days of a request therefor, unless otherwise provided:
  - a. **Certificate/s** of adequate insurance coverage, each with a reference to the State being named as an additional insured, or
  - b. **Certificate/s** of adequate insurance coverage and **endorsement/s** of additional insured coverage.

**GG. CHOICE OF LAW/VENUE:** Unless otherwise specified in the solicitation or contract, venue for any judicial action arising out of or in connection with a resulting contract shall be in Colorado, District Court for the City and County of Denver. Vendor shall exhaust administrative remedies in § 24-109-106, Colorado Revised Statutes, as amended, prior to commencing any judicial action against the State.

**HH. STANDARD COLORADO SPECIAL PROVISIONS FOR CONTRACTS:** (Not for Use with Inter-Governmental Contracts)

1. CONTROLLER'S APPROVAL. CRS 24-30-202 (1)

This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

2. FUND AVAILABILITY. CRS 24-30-202 (5.5)

Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. INDEMNIFICATION.

The Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

4. INDEPENDENT CONTRACTOR. 4 CCR 801-2

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

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### 5. NON-DISCRIMINATION.

The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

### 6. CHOICE OF LAW.

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

### 7. VENDOR OFFSET. CRS 24-30-202 (1) & CRS 24-30-202.4

Pursuant to CRS 24-30-202.4 (as amended), the State Controller may withhold debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

### 8. SOFTWARE PIRACY PROHIBITION Governor's Executive Order D 002 00

No State or other public funds payable under this Contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.

### 9. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

**SECTION II - BACKGROUND, OVERVIEW AND DESCRIPTION**

Background, Overview and Description: The Georgetown Loop Historic Railroad is an engineering marvel originally built in 1884. It is located 45 miles west of Denver on Interstate 70, a heavily traveled tourist corridor. Travel time to the railroad is just over 45 minutes from the Denver Metropolitan area. In connecting the towns of Silver Plume and Georgetown, a distance of just over 2 miles, the tracks scale an elevation of 640 feet over mountainous terrain, requiring trestles, loops, and curves totaling 4.5 miles. The site consists of 900+ acres and includes the 1884 Silver Plume Depot, the Morrison Valley Center (in Georgetown), two 1860s mines, an 1871 mill building, four reconstructed mine buildings, a locomotive maintenance building, the 1874 Pohle House, and a new rolling stock shelter. (Not all of the acres or structures will be included in the operation agreement.)

The operator will be responsible for the Silver Plume and Morrison Center operational center and the rail corridor with loading platforms. The selected company must obtain public liability insurance to cover operations in the amount of ten million dollars (\$10,000,000) single limit for each and every occurrence related to rail operations and an aggregate limit no less than fifteen million dollars (\$15,000,000).

The Georgetown Loop Historic Railroad carried 117,627 passengers, including 25,738 mine visitors last year. The total direct gross revenue is estimated at \$1.5 million. The mine tours are staffed and given by the Colorado Historical Society, while the mine tour fees are collected by the operator. Located on-site is an engine and tender owned by the Society that will be restored and made available to the selected operator. The Society has also located appropriate rolling stock that can be acquired or leased for this operation. The operator is encouraged to provide narrow-gauge rolling stock for the railroad's operation. The cost for all restoration will be funded through the railroad's generated revenue.

The operator will run the railroad daily from May to September and has the option to run special trains outside this time period. The operator is responsible for the railroad's promotion and advertising, ticket sales, train operation, and maintenance of the rolling stock, equipment, operational facilities (Silver Plume Depot, Morrison Center, Engine House, Fuel Tank, Water Tank, Loading Platforms, Bridges, Rail Yard, Parking Lots, and Retaining Walls) and tracks used in the train's operation.

The Georgetown Loop Historic Railroad is currently operated by Georgetown Loop Railroad, Inc., which has had the contract with the Colorado Historical Society since 1977. Due to the impending contract expiration, the Society and Georgetown Loop Railroad, Inc. started negotiations in the summer of 2003. Due to an impasse after many months of discussion, it was decided that an RFP would be issued to solicit proposals from offerors to operate the railroad.

Anticipated start date of the new contract that results from this RFP is January 2005. The contract term will be for 10 years with the option to renew for one additional 10-year period. (If the renewal option is taken, the total term of the contract could be 20 years.)

**SECTION III – STATEMENTS OF WORK AND CORRESPONDING FORMAT FOR RESPONSE**

Scope of Work: The offeror that is awarded a contract as a result of this RFP (referred to as “contractor”) shall use the Georgetown Loop Historic Mining and Railroad Park, as shown in Attachment C, to operate primarily steam powered excursion trains, display historic and educational exhibits, provide public services, and make repairs and maintenance or improvements to the Railroad. Detailed Statements of Work are listed below in this section.

**A. STANDARD PROPOSAL FORMAT**

**Offeror’s proposal must include a response to each of the specific Statements of Work. Corresponding questions and requested information are shown in bold type. The proposal must provide all information requested, adhere to the requested format and have each response labeled with the appropriate letter and number (Example:, “A., 1., a. ” or “A., 2, c.”).**

**1. ORGANIZATIONAL MANAGEMENT**

- a. The Colorado Historical Society (CHS) requires a management agreement with the awarded contractor, a sample of which is provided as Attachment A. CHS prefers that the offeror accept the model agreement with few and minor deviations, if any. **The offeror’s proposal must identify any and all areas of concern after reviewing Attachment A. If offeror can comply with agreement as it is written, they should state so.**
- b. CHS requires that the awarded contractor acquire and maintain insurance for the risks and minimum dollar amounts described in Section I, FF. of this RFP. If contractor is providing personal or real property (See #2., a. of this section.), the awarded contractor must have insurance coverage for the current value of the property that is used for revenue generation for the resulting contract. CHS will reimburse approved insurance coverage. **Describe your ability and willingness, if you are awarded the contract, to comply with the insurance requirements listed in Section I, FF. of this RFP. Describe any additional insurance and amounts you propose, including coverage for any personal and/or real property that you will provide for the operation and maintenance of the Railroad as described in your response to #2., a in this section.**
- c. The CHS requires a fiscally sound contractor to operate the Railroad. **Provide your certified financial statements for the previous 5 years and other pertinent information concerning your organization’s financial stability and that of any subcontractors you intend to use if awarded the resulting contract.**
- d. CHS requires a contractor that has previous experience in management and operation of capital/operational projects. Railroad experience is desired, but is not mandatory. **Describe your experience in management and operation of capital/operational projects, detailing experience in railroad management and operations. Name any subcontractors you intend to employ, their role and include their experience.**
- e. Awarded contractor must have a successful history of working with clients. (CHS reserves the right to contact references.) **Provide a minimum of 5 references from clients, including any local governments, etc. If you are using subcontractors, include a minimum of 3 references for each subcontractor. Include letters from clients describing your performance and that of your subcontractors. At a minimum include the name of contact, the direct phone number, the name of the organization, a description of services provided, and the dates of performance.**

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- f. The awarded contractor must have the personnel and organizational structure necessary to operate and maintain the Railroad successfully. CHS also desires that the contractor employ the current skilled workforce on site. (An overview of the current workforce is provided in the sample budget, Attachment F of this RFP.) **Describe the structure of the organization that will operate and maintain the Railroad. Provide resumes for the key personnel in the organization. Describe your willingness to employ the current skilled workforce.**

## 2. TECHNICAL APPROACH TO SCOPE OF WORK

- a. The CHS operates the Georgetown Loop Historic and Mining Park which includes the 900+ acres, 4 miles of narrow gauge railroad track, buildings, etc. more accurately described in Attachments B & C. If needed, CHS will make available several pieces of rolling stock, locomotives, equipment, track, buildings, etc as described in Attachment E. **Describe what personal property (for example, rolling stock) and /or real property (for example, leased office/retail space) you will provide for the operation and maintenance of the Railroad.**
- b. CHS requires full utilization of the Silver Plume and Morrison visitor centers by the contractor. **Describe how you propose to utilize the centers.**
- c. All controlled (pre-scheduled) maintenance and capital construction projects will be administered and managed by CHS. The contractor will be required to maintain the track and rolling stock, to perform routine buildings maintenance (janitorial), to repair and maintain retaining walls, and to make minor bridge/crossing/right-of-way repairs. CHS will reimburse all reasonable and necessary expenses as agreed to in the pre-approved budget. Emergency repairs must be pre-authorized by CHS and/or the State Buildings Office. **Provide your annual maintenance plan that indicates your level of expertise and knowledge and ability to comply with Federal Railway Administration standards.**
- d. The Georgetown Loop Historic Mining and Railroad Park is a regional museum of the Colorado Historical Society. As such, its historic preservation, interpretation, and public education are significant components of the Park's mission. **Outline your organization's historic preservation, interpretive, and public education experience. Also, outline your organization's plans, goals and objectives regarding the Park.**
- e. CHS requires compliance with State and Federal security directives. **Describe the security plans and emergency response plans that you will employ.**
- f. The Lebanon Mine, owned and operated by the CHS, is within the Park as described in Attachment G. The contractor will market, provide ticket sales, and provide transportation via the Railroad for the Lebanon Mine tours. **Describe your ability to comply with these requirements and describe any necessary conditions.**

## 3. COMMUNITY AND PUBLIC RELATIONS

- a. The Railroad has a significant impact on the local communities. CHS requires the awarded contractor to form close community ties. A representative of the contractor is required to be a permanent member of the Georgetown Loop Communications Committee. **Describe how you have interacted with any communities you have worked with in the past. Describe any past and current community investment and charitable contributions. Explain how you would apply those same approaches to**

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**the Georgetown/Silver Plume communities. Describe your ideas and plans to fulfill this mandatory requirement on the resulting contract, including community investment and charitable contributions.**

- b. Marketing, public relations and advertising are essential functions to the successful operation of the Railroad. All printed materials, web materials, and news releases must be pre-approved by CHS. The contractor will make promotional materials continually available to CHS. **Describe your marketing and advertising plans. Describe the approaches and types of media you will use to successfully market the Railroad.**
- c. The Contractor must create and maintain a website for the Railroad. This is a reimbursable cost. CHS must pre-approve all content. The website must use CHS's URL designated for the Railroad, which will be determined at a later date. The CHS desires the capability for making reservations on-line and for conducting e-commerce on-line. **Describe your ability and willingness to comply with the website requirements and describe your plans for its content and features.**
- d. CHS requires the contractor to redeem complimentary tickets that will be used by the CHS for promotion and membership. In Attachment I is a description of CHS membership benefits. **Describe your ability and willingness to comply.**

## 4. COST/BUDGET

- a. CHS will provide compensation to the contractor based upon a budget developed by the contractor in their proposal and approved by CHS. **Provide a budget that generally follows the format of the sample budget found in Attachment F of this RFP.**

## B. ALTERNATE PROPOSALS

1. CHS will also allow additional alternative proposals that suggest a different approach to operating and managing the Georgetown Loop Historic Railroad. **The alternate approach must be described in detail and provided under separate cover that is marked accordingly as "ALTERNATE PROPOSAL". Offeror should try to adhere to the format describe in Section III, A. "STANDARD PROPOSALS" as much as possible when preparing the alternate proposal. Important: an offeror must also submit a standard proposal that adheres to all mandatory requirements to be able to submit an alternate or optional proposal. The CHS, at its sole discretion, reserves the right to accept or reject in whole or in part any proposed optional plan or alternate proposal. An offeror's standard proposal should not be dependent upon the optional plans or activities described in the alternate proposal.**

2. CHS operates the Georgetown Loop Historic Mining and Railroad Park. In addition to the operation and maintenance of the Railroad, what additional activities could you provide for the Park? **Each optional activity must be described in detail and provided under separate cover that is marked accordingly as "ALTERNATE PROPOSAL". Offeror should try to adhere to the format describe in Section III, A. "STANDARD PROPOSALS" as much as possible when preparing the alternate proposal. Important: an offeror must also submit a standard proposal that adheres to all mandatory requirements to be able to submit an alternate or optional proposal. The CHS reserves the right, at its sole discretion, to accept or reject in whole or in part any proposed optional activity or alternate proposal. An offeror's standard proposal should not be dependent upon the optional activities described in the alternate proposal.**

**SECTION IV: EVALUATION AND AWARD**

In award of the contract, the following factors will be considered: Organizational Management, Community and Public Relations, Technical Approach to Scope of Work and Cost/Budget.

An evaluation committee will evaluate the merits of proposals in accordance with the factors stated in this RFP and formulate a recommendation for award based on the offeror whose proposal is deemed to be the most advantageous to the State and the Colorado Historical Society. The selection is ultimately a business judgment that will reflect an integrated assessment of the merit of proposals using the factors identified in the RFP.

**The State reserves the right to award on receipt of initial proposals.** The evaluation committee may seek clarification in writing of materials submitted by offerors in their proposals. Such an action is solely at the committee's discretion; offerors should not anticipate such an opportunity. If award is not made upon receipt of initial proposals, the State also reserves the right to hold Oral Presentations. If this option for Oral Presentations is chosen, the State will provide offerors remaining in the competitive range with a date and time for their presentation and information concerning the format. Again, the decision to hold Oral Presentations is at the discretion of the committee; offerors should not anticipate such an opportunity. Any travel or other costs related to the Oral Presentation will be at the offeror's expense.

The State also reserves the right to proceed with a best and final offer (BAFO). If this option is chosen, the offerors will be given an opportunity, after the conclusion of the requests for clarifications and/or Oral Presentations, to submit a best and final offer (BAFO). Offerors would be informed in writing of the date by which best and final offers are due. Offerors would be required to make any revisions the State deems necessary to clarify or correct weaknesses in their proposal. Revisions would be made by "change page" to proposals, including pricing. However, any decision to seek BAFO's would be made solely at the committee's discretion; offerors should not anticipate such an opportunity.

References provided by offerors in the written proposals will be evaluated based on the factors described in this RFP. The State also reserves the right, at its discretion and at any time during the evaluation process, to contact references for the purpose of verifying the information provided by the offeror or to conduct telephone interviews with the references concerning overall performance and score the proposals based on the information provided.

Because of the limited competition expected from registered BIDS vendors on this solicitation, the State Purchasing Office intends to use both the Colorado BIDS System and additional methods of vendor notification and may make specifications available to non-registered vendors through additional means. Please note that, per the Colorado Procurement Rules, offers submitted by non-registered vendors may not be opened or considered unless it is determined that there is not adequate competition among BIDS registered vendors. The Colorado Procurement Rules state that if adequate competition should be found to exist among registered vendors, proposals from non-registered vendors would not be considered. (A vendor is considered registered if its registration and payment is received in the State Purchasing Office prior to the opening time/due date for receipt of proposals.) It can be reasonably assumed that there will be limited competition from registered vendors on this particular RFP.