



REQUEST FOR PROPOSAL

R15-116 MZ

Date issued: October 23, 2015

ARMORED CAR SERVICE

THE CITY OF COLORADO SPRINGS
ALL DEPARTMENTS

PRE-PROPOSAL CONFERENCE

No Pre-Proposal Conference for this RFP.

PROPOSALS ARE DUE NO LATER THAN

NOVEMBER 20, 2015 AT 3:00 P.M.

Contact

Michael Zeller
Contracting Specialist
Colorado Springs, CO 80903-2599
(719) 385-5264
FAX (719) 475-8477
mzeller@springsgov.com

PROJECT BRIEF DESCRIPTION

See Exhibit 5 - Scope of Work

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SECTION I

1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements.

GENERAL INFORMATION

The City of Colorado Springs is using the [Rocky Mountain E-Purchasing System](#) for soliciting bids and proposals from vendors. This system will provide you with convenient online access to all bid and proposal information for City of Colorado Springs, as well as many other local agencies throughout Colorado. To receive email alerts of open requests for bid or requests for proposal in your field, please register with [Rocky Mountain E-Purchasing System](#), and complete your online registration. If you are currently registered as a vendor with them, you do not need to register again. The City is no longer using the City website for solicitation, and the Procurement Services Division of the City of Colorado Springs no longer maintains a bidders' list.

If there are accompanying plans with this project, the fee (if any) will also be listed. Local vendors need to come in to our office to pick up the plans. Other interested parties can order the plans online and arrange payment and/or shipping of the project documents via check, Visa/MasterCard and your Fed-Ex number.

This particular solicitation is fully downloadable at no charge.

1.1 SUBMISSION OF PROPOSAL

- a. **Sealed Proposals** are to be submitted to:
Michael Zeller
Contracts Specialist
30 S. Nevada Avenue, Suite 201
Colorado Springs, CO 80903

*****NO LATE OFFERS WILL BE ACCEPTED*****

- b. **Date/Time**: Proposals shall be received on or before **3:00 pm MDT, Friday, November 20, 2015.**
- c. **Identification of Proposal**:
Proposals shall be submitted in a sealed envelope(s) or container(s) with the solicitation number, date for submission of offer and the Offeror's name clearly marked on the outside of the envelope(s) or container(s).

RFP No. and Title: R15-116 MZ ARMORED CAR SERVICE

Due Date:

Company:

- d. Any offer that is submitted without being properly marked may be opened for identification prior to the deadline for receipt of proposal and then resealed.

1.2 PRE-PROPOSAL CONFERENCE

There will be no pre-proposal conference for this RFP.

1.3 NUMBER OF COPIES

Offerors shall submit one unbound original set and **six (6)** copies of the proposal documents. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Colorado Springs. The unbound original copy shall be clearly marked '**ORIGINAL**'.

1.4 SPECIAL TERMS

Please note the following definitions of terms as used herein:

- The term "Request for Proposal (RFP)" means a solicitation of a formal, negotiable proposal/offer. The offer is accepted which is deemed by The City of Colorado Springs to be most advantageous in terms of the criteria designated.
- The term "Offeror" means the person, firm, or corporation which submits a formal proposal and which may or may not be successful in being awarded the contract.
- The term "Contractor" or "Consultant" means the Offeror who is awarded the contract to provide the products or services specified.
- The term "Statutory" means requirements of Colorado law.

1.5 RFP OBJECTIVE

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services. The Offeror may present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

All information must be legible. Any and all corrections and or erasures must be initialed. Each proposal shall be accompanied by a transmittal letter signed in ink by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must stamp in bold letters the term CONFIDENTIAL on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked

confidential.

1.7 AMENDMENTS

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any Amendments (addenda) issued to this RFP by returning a signed copy of each amendment issued. Signed copies must be received on or before the time set for receipt of offers.

The City of Colorado Springs will post all addenda on the [Rocky Mountain E-Purchasing System](#). It is the Offeror's responsibility to check the website for posted addenda or contact the Contracting Specialist listed to confirm the number of Amendments which have been issued.

1.8 WITHDRAWAL OR MODIFICATION OF OFFERS

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer.

1.9 ACCEPTANCE

- a. Any offer received shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.
- b. By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 60 calendar days from the date of submission deadline. The acceptance period of 60 calendar days from the date of submission will automatically be extended for an additional 60 calendar days unless the proposal expressly states that the acceptance period is limited to the initial 60 calendar day period.
- c. The City of Colorado Springs reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection for non-responsiveness.

1.10 PROPOSAL PREPARATION COST

The cost of proposal preparation is not a reimbursable cost. Proposal preparation shall be at the Offeror's sole expense and are the Offeror's total responsibility.

1.11 AWARD

The City of Colorado Springs intends to make an award using the evaluation criteria listed in the RFP to determine the best value considering all factors and criteria in the proposal submitted (see Section III for evaluation elements). Best value means the expected outcome of an acquisition that, in the City's estimation, provides the greatest overall benefit in response to the requirement.

1.12 CONTRACT ADMINISTRATION

The City of Colorado Springs shall be responsible for the administration of the contract and for compliance with the interpretation of scope, scheduled services and cost compliance.

1.13 SCHEDULE OF EVENTS

The upcoming schedule of events is tentatively scheduled as follows:

Advertise (Post on City Web-site)	<u>October 23, 2015</u>
Issue Request for Proposal	<u>October 23, 2015</u>
Pre-Proposal Conference	<u>NONE</u>
Proposal Due Date	<u>November 20, 2015</u>
Short List Selection (if applicable)	TBD
Short List Interviews (if applicable)	TBD
Award of Contract (Letter of Intent)	TBD
Notice-to-Proceed	TBD

1.14 INQUIRIES

Questions about the RFP shall be emailed in writing and directed to Michael Zeller, at the following email address: mzeller@springsgov.com. A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.8 Amendments. Questions must be received no later than October 30, 2015 – 3:00 P.M.

The only acceptable method of submitting questions is by email to the Contracting Specialist. Faxes or physical mail delivery are not acceptable.

1.15 PERFORMANCE PERIOD

The performance period of the contract is anticipated to be as follows:

Base Year:	January 1, 2016 – December 31, 2016
Option Year 1:	January 1, 2017 – December 31, 2017
Option Year 2:	January 1, 2018 – December 31, 2018
Option Year 3:	January 1, 2019 – December 31, 2019
Option Year 4:	January 1, 2020 – December 31, 2020

1.16 DEBRIEFING

Offerors not selected or placed on a short list may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their firm's proposal upon receipt of notification that their firm was not selected or short listed. Firms that were on the short list but not selected may request a debriefing after they have been notified that another firm was selected.

A debriefing may be scheduled by contacting the Contracting Specialist listed above. The Contracting Specialist must receive a written request for debriefing no later than ten (10) calendar days after issuance of a notification that an Offeror was not selected.

1.17 DULY AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Offeror's company empowered with the right to bind the Offeror.

1.18 SUBSTANTIVE PROPOSALS

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other contractors to put in a false or sham bid; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a bid; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other contractors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the Colorado Code of Ethics (C.R.S. 24-18-101 et. seq.).

1.19 OFFEROR'S QUALIFICATIONS

Each Offeror may additionally be required to show that they have satisfactorily provided products and performed similar work with companies, organizations or municipalities in the past and that no claims of any kind are pending against such work. No proposal will be accepted from an Offeror who is engaged on any work, which would impair their ability to perform or finance this work. All such work shall be disclosed in the Proposal.

No proposal will be accepted from, nor will a contract be awarded to, any Offeror who is in arrears to the City of Colorado Springs, Colorado, upon any debt or contract, or who is in default, as surety or otherwise, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City of Colorado Springs.

1.20 NON-COLORADO CORPORATIONS

Unless waived by the City of Colorado Springs, before or at the time that the contract is awarded to a corporation outside the State of Colorado, such corporation shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such corporation must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. There shall also be procured from the Colorado Secretary of State a certified copy of the designation of place of business and appointment of agent for service of process, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

1.21 PROCUREMENT RULES AND REGULATIONS

All formal projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City Procurement Services Division website www.coloradosprings.gov/contracting. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations. It is the respondent's responsibility to advise the Contracting Specialist listed in these solicitation documents of any perceived discrepancies prior to the date and time the offer is due. Additionally, the City's Standard Specifications and General Provisions apply to all construction related projects.

SECTION II

2.0 PROPOSAL CONTENT

Section II provides instructions regarding the format and content required for proposals submitted in response to this solicitation.

2.1 PROPOSAL FORMAT

The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than twenty-five (25) pages. Offerors should include concise, but complete, information, emphasizing why the Offeror believes itself to be uniquely qualified to provide the required services. **A page shall be defined as 8-1/2" x 11", single sided, with one inch margins, and a minimum font of 10.** The only exception to the 8-1/2" x 11" paper size is that the proposed project schedule can be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. The following listed Exhibits will not count against the page limit:

Exhibit 1	Proposal Certification
Exhibit 2	Sample Contract
Exhibit 3	Exceptions
Exhibit 4	Minimum Insurance Requirements
Exhibit 5	Scope of Work
Exhibit 6	Locations/Pick-Up Schedule
Exhibit 7	Disclosure of Rates & Charges

2.2 COVER LETTER

The cover letter shall be no more than one page. No particular content is required.

2.3 PROPOSAL CERTIFICATION

The Offeror must fill out and submit Exhibit 1 with its Proposal.

2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

The Offeror must provide a brief history and overview of its company and its organizational structure, with special emphasis on how this project will fit within that structure.

2.5 TECHNICAL AREA

A. Understanding of and Compliance with Technical Requirements

In the Technical Area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations for a company in the industry?

2. Does the proposal fully and completely address each requirement and goal of the Statement of Work?
3. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule?
4. Does the technical solution seem realistic?
5. Does it generally appear that the offeror knows and thoroughly understands the business and requirement?

B. Project Approach

In the Technical Area, the Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish tasks as defined in the Statement of Work. Innovations, efficiencies, and detailed specifics are all encouraged. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)?
2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?
3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high?

2.6 MANAGEMENT AREA

A. Program Management Controls

In the Management Area, the Offeror should provide a plan of operation, to include management of personnel, workload, schedule, and budget. It should also include an organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system?
2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort?
3. Does the plan and controls indicate that the offeror will obtain, keep, and efficiently utilize high quality personnel?
4. Does the offer address corrective actions?
5. Does the proposal explain how the offeror will remain within schedule and budget?

B. Past Performance/Relevant Experience

In the Management Area, the Offeror should provide at least three references or contracts demonstrating that it successfully provided services/products same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget. It

is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include at least three references or past performance citations?
2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?
3. Does the offeror explain how they were successful on the projects provided as past performance?
4. Does the offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?

C. Key Personnel

In the Management Area, resumes must be provided for all personnel considered key, as required by the RFP. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the offeror provide complete resumes, including education, experience, background information, accomplishments, and other pertinent information?
2. Does the offeror provide resumes for all key personnel, as required by the RFP?
3. Do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently?

2.7 PRICE/COST AREA

In the Price/Cost Area, the Offeror should provide a detailed breakdown of the price for each year of performance. The price should include unit costs for material, labor categories, hours, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price.

In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of the other offerors. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. How does the price compare to the industry competition?
2. If low, is it unrealistically low?
3. If high, is there demonstrated added value for the additional cost?
4. Can you see how the price was built? If so, do the costs look appropriate for the task?
5. Does the offeror leave applicable costs out of the calculations? For instance, some will say travel is not included and will be an extra cost. This should be considered when comparing to other offerors.
6. Are there additional costs not addressed that the City would incur if the offeror were awarded the contract? If so, include those costs when comparing to the budget amount and the competition.

2.8 PROPOSAL PRESENTATION

Although not a section of the proposal, presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

2.9 EXCEPTIONS

All Offerors must complete and return with their proposal, Exhibit 3, Exceptions Form. Some terms and conditions are simply not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

2.10 INSURANCE REQUIREMENTS

All Offerors must complete and return with their proposal, Exhibit 4, Minimum Insurance Requirements. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.

SECTION III

3.0 EVALUATION AND AWARD

Section III provides information regarding evaluation criteria and scoring. It also includes information regarding Offeror selection and award of the resultant contract.

3.1 EVALUATION CRITERIA

- 3.1.1 TECHNICAL AREA -- UNDERSTANDING OF AND COMPLIANCE WITH TECHNICAL REQUIREMENTS**
See Section II - Item 2.5A
- 3.1.2 TECHNICAL AREA -- PROJECT APPROACH**
See Section II - Item 2.5B
- 3.1.3 MANAGEMENT AREA -- PROGRAM MANAGEMENT CONTROLS**
See Section II - Item 2.6A
- 3.1.4 MANAGEMENT AREA -- PAST PERFORMANCE/RELEVANT EXPERIENCE**
See Section II – Item 2.6B
- 3.1.5 MANAGEMENT AREA -- KEY PERSONNEL**
See Section II - Item 2.6C
- 3.1.6 PRICE/COST AREA -- PRICE/COST**
See Section II – Item 2.7
- 3.1.7 PROPOSAL PRESENTATION AREA – PROPOSAL PRESENTATION**
See Section II – Item 2.8
- 3.1.8 EXCEPTIONS AND INSURANCE**
See Section II – Items 2.9 and 2.10

3.2 RANKING

A. The order of ranking or importance in the evaluation shall be as follows:

- First: Technical Area
- Second: Management Area
- Third: Price/Cost Area
- Fourth: Proposal Presentation Area

B. Possible scores for each criterion shall be as follows:

- 5 – Exceptional
- 4 – Very Good
- 3 – Satisfactory
- 2 – Marginal
- 1 – Unacceptable

C. Definitions for scoring are as follows:

1. The following apply to Technical and Management Areas:

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Very Good -- The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Satisfactory -- The proposal meets the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed.

Marginal -- The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed.

Unacceptable -- The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed.

2. The following apply to Price/Cost Area:

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed. The price is lower than the budget amount and/or the average price of the competition.

Very Good -- The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed. The price is lower than the budget amount and/or the average price of the competition.

Satisfactory -- The proposal meets the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed. The price is very close to the budget amount and/or the average price of the competition.

Marginal -- The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed. The price significantly exceeds the budget amount and/or the average price of the competition.

Unacceptable -- The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed. The price is far above the budget

amount and/or the average price of the competition.

3. The following apply to the Proposal Presentation Area:

Exceptional – The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality far exceeds that of the competition, industry standard, or reasonable expectation.

Very Good -- The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality exceeds that of the competition, industry standard, or reasonable expectation.

Satisfactory -- The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality is equal to that of the competition, industry standard, or reasonable expectation.

Marginal -- The proposal is not professionally communicated and is incomplete in some areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is below that of the competition, industry standard, or reasonable expectation.

Unacceptable -- The proposal is not professionally communicated and is incomplete in many areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is far below that of the competition, industry standard, or reasonable expectation.

C. Area Scoring

The score for each area will be determined by multiplying the sum of the criteria in each area by the area evaluation factor. The area evaluation factors are as follows:

Technical Area: .35

Management Area: .30

Price/Cost Area: .25

Proposal Presentation Area: .10

D. Final/Overall Scoring

The final proposal score will be determined by adding the area scoring. The sum of the area scores will be the final/overall score.

3.3 SELECTION COMMITTEE

A selection committee will screen all proposals. Proposals will be ranked according to evaluation criteria above and scored as explained above. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the participating firms whose proposals are deemed to be unacceptable. Those firms offering proposals deemed to be acceptable by the City will be evaluated and scored by the selection committee. This scoring will determine which Offerors are considered to be in the competitive range and may be the basis for an award decision without further steps.

If the selection committee elects not to award based upon evaluation scoring, it may engage in a forced elimination process. To inform this process, it may require oral presentations or interviews with the Offerors considered to be in the competitive range. If oral presentations or interviews are conducted, they may also be scored, or they may simply be considered as information supporting the forced elimination process. The selection committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. However, if it is deemed necessary to seek revisions to the proposals at the conclusion of the interviews, then all interviewed Offerors will be requested to submit revisions, and the revisions will be scored accordingly. The goal of the forced elimination process is to reach consensus. The decision will be based on all relevant factors, based upon perception of best value and may or may not reflect scoring ranking.

The City also reserves the right to request best and final offers from all Offerors.

3.4 AWARD OF CONTRACT

It is anticipated that there will be negotiations or discussions with Offerors. However, the City reserves the right to award without negotiations or discussions. The City also reserves the right to award a contract not necessarily or merely to the Offeror with the most advantageous price, but to the Offeror that demonstrates the best value to the City and the most substantiated ability to fulfill the requirements contained in this Request for Proposal. A contract prepared by the City will be finalized and/or negotiated with the successful Offeror. In the event a contract cannot be negotiated with the top ranked Offeror, the City may enter into negotiations with the second highest ranked Offeror, or the City may decide to call for new proposals. Immediately after the notice of award, the Contractor will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to ensure fulfillment of all its obligations. The Contractor may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

SECTION IV

4.0 CONTRACT TERMS AND CONDITIONS

The City's sample contract, Exhibit 2, contains contract terms and conditions.

SECTION V

APPENDICES/EXHIBITS

- Exhibit 1 Proposal Certification
- Exhibit 2 Sample Contract
- Exhibit 3 Exceptions
- Exhibit 4 Minimum Insurance Requirements
- Exhibit 5 Scope of Work
- Exhibit 6 Locations/Pick-Up Schedule
- Exhibit 7 Disclosure of Rates & Charges

EXHIBIT 1 PROPOSAL CERTIFICATION

1. Principal place of Business:

Does Offeror have an established office or facility in Colorado Springs? Yes___ No___

If yes, indicate address below if different than Principal place of Business.

Colorado Springs facility - Year established_____

% of Services that will be provided from this location

_____%

2. ___ The ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements exhibit. (It will be necessary that this certificate reflect the City of Colorado Springs as an Additional Insured as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies: Yes___ No___

Your property and liability insurance company is licensed to do business in Colorado:

Yes___ No___

Indicate the name of your property and liability insurance company here:

Name: _____

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes___ No___

Worker's Compensation Insurance is carried for all employees and covers work done in Colorado. Yes___ No___

2. _____ One (1) copy of the current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.

Provide a response to the following: Are any lawsuits; federal, state or local tax liens; or any potential claims or liabilities pending against you, the firm, or the officers of the firm at this time?

Yes___ No___

If yes, provide details on a separate sheet and attach to your proposal.

3. ___ The completed and signed proposal. (Proposals must be identified according to the outline of this RFP document.) All required Exhibits are attached.

The Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or the Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

Offeror has delegated _____ as the Offeror's representative and contact for all questions or clarifications in regard to this offeror. Telephone # (____) _____ E-mail: _____.



PROFESSIONAL SERVICES CONTRACT

CONTRACT NUMBER:		PROJECT NAME/TITLE			
VENDOR/CONTRACTOR					
CONTACT NAME:		TELEPHONE		FAX	
ADDRESS:					
FEDERAL TAX ID #		PLEASE CHECK ONE:	<input type="checkbox"/> CORPORATION <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP		
CITY CONTRACTING SPECIALIST		CITY DEPT REP	<i>Name & Phone# & Department Name</i>		
NOT TO EXCEED CONTRACT AMOUNT:		CITY ACCOUNT #	<i>Acct Code (5) Fund (3) Dept (4) Project (7)</i>		

THIS CONTRACT (also referred to herein as Agreement), made and entered into this _____ day of _____, by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (hereinafter in the Contract Documents referred to as the "City"), and: _____ (hereinafter in the Contract Documents called the "Contractor")

COMPENSATION

It is hereby agreed by and between the City and the Contractor that for the considerations and amounts specified in the Contractor's Proposal and the total Contract amount designated in the Notice of Award to be paid by the City to the Contractor, Contractor agrees to furnish all materials and to perform all work as set forth in the Contractor's proposal and as required by the aforesaid Contract Documents. The Contract Award Amount is: _____ (\$ _____ Dollars). Invoices are payable net 30 days upon receipt and department approval for work completed.

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

- 1. THE CITY HAS HERETOFORE PREPARED THE NECESSARY CONTRACT DOCUMENTS FOR THE FOLLOWING ACTIVITY: _____ ATTACHED AND INCORPORATED BY REFERENCE.**
- 2. THE CONTRACTOR DID ON THE _____ DAY OF _____ SUBMIT TO THE CITY THE CONTRACTOR'S WRITTEN OFFER AND PROPOSAL TO DO THE WORK THEREIN DESCRIBED UNDER THE TERMS AND CONDITIONS THEREIN SET FORTH AND FURNISH ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, TRANSPORTATION AND SERVICES FOR SAID WORK IN STRICT CONFORMITY WITH THE ACCOMPANYING CONTRACT DOCUMENTS, WHICH INCLUDE: THIS CONTRACT, ALL TERMS AND CONDITIONS,**

It is further agreed that the Contractor will start work promptly and continue to work diligently until completed. The Contract's Period of Performance shall be from ___ to ___, unless otherwise changed by Contract Modification. The City shall have the unilateral option of extending services beyond the term of the Contract, for up to four (4) additional one (1) year periods, including the option of a period not to exceed a total of six (6) months if additional time is necessary to solicit and award a new Contract, at the City's sole discretion. Options to extend services shall be exercised upon written notification to the Contractor.

4. RESPONSIBILITY OF THE CONTRACTOR FOR PROFESSIONAL SERVICES

- A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Scope of Work services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in services provided under this contract.
- B. Neither the City's review, approval of acceptance of, or payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this contract.
- C. The rights and remedies of the City provided for under this contract are in addition to any other rights and remedies provided by law.
 - (1) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

5. WORK OVERSIGHT IN PROFESSIONAL SERVICES CONTRACT

- A. The extent and character of the work to be done by the Contractor shall be subject to the general approval of the City's delegated Project Manager or Representative
- B. If any of the work or service being performed does not conform with contract requirements, the City may require the Contractor to perform the work or service again in conformity with contract requirements, at no increase in contract amount. When defects in work or services cannot be corrected by re-performance, the City may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect and reduced value of the work or services performed.
- C. If the Contractor fails to promptly perform the defective work or services again or to take the necessary action to ensure future performance in conformity with contract requirements, the City may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such work or service or (2) terminate the contract for default.

6. SUB-CONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

- A. Any Sub-Contractor, outside associates, or other Contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by the City. The Contractor shall obtain the City delegated Project Manager or Representative's written consent before making any substitution of these sub-Contractors, associates, or other Contractors.
- B. The Contractor shall include a flow down clause in all of its sub-contracts, agreements with outside associates, and agreements with other Contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of this Contract document, to be incorporated in all subcontracts, agreements with outside associates, and agreements with other Contractors. The flow down clause shall provide clearly that there is no privity of contract between the City and the Contractor's Sub-Contractors, outside associates, and other Contractors.

7. KEY PERSONNEL

The key personnel listed in the proposal will be the individuals used in the performance of the work. If any of the listed key personnel leave employment or are otherwise not utilized in the performance of the work, approval to substitute must be obtained by the Contractor from the City's delegated Project manager or Representative. Any substitute shall have the same or a higher standard of qualifications that the key personnel possessed at the time of Contract award.

- 8. It is further agreed that the Contractor will start work promptly and continue to work diligently until this Contract is completed.
- 9. The following provisions shall apply to this Contract and shall take precedence and control in the event of conflict with any other provisions of the Contract:

10. FISCAL OBLIGATIONS OF CITY

This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may

arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Agreement.

11. The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. The Contractor and the City further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any change which increases or decreases the contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor was given a written change order describing the change in contract completion date or the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which change order was signed by the authorized City representative. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional general, extended overhead, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.
12. The Contractor shall not assign, subcontract or otherwise transfer this Contract or any right or obligation hereunder without the prior written consent of the City.
13. This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado. The Parties agree that the place of performance for this Agreement is deemed to be in the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.
14. THE CONTRACTOR shall provide and maintain an acceptable Certificate of Insurance Policy(s) which includes Property, Liability and Professional Errors and Omissions coverage. The City of Colorado Springs shall be reflected as an additional insured on the Property and Liability policy(s).
15. Contractor shall take out and maintain during the Period of this Contract, Colorado Worker's Compensation Insurance for the Contractor and all employees of the Contractor. If any service is sublet by the Contractor, the Contractor shall require the sub-Contractor to provide the same coverage for the sub-Contractor and sub-Contractor's employees. Worker's Compensation Insurance shall include occupational disease provisions covering any obligations of the Contractor in accord with the provisions of the Worker's Compensation Act Of Colorado.
16. **INDEMNIFICATION CLAUSE**
Contractor shall indemnify, hold harmless and, not excluding the City's right to participate, defend the City, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the

negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the City.

17. In the performance of the Contractor's obligations under this Contract, it is understood, acknowledged and agreed between the parties that the Contractor is at all times acting and performing as an Independent Contractor, and the City shall neither have nor exercise any control or direction over the manner and means by which the Contractor performs the Contractor's obligations under this Contract, except as otherwise stated within the Contract terms. The Contractor understands and agrees that the Contractor and the Contractor's employees, agents, servants, or other personnel are not City employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or any of the Contractor's employees, agents, servants or other personnel performing services or work under this Contract, whether it is of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither the Contractor nor the Contractor's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.
18. Contractor understands and agrees that the Contractor shall have no right of coverage under any and all existing or future City comprehensive, self, personal injury, or other insurance policies. In the conduct of the services or work contemplated in this Contract, the Contractor shall ensure that the Contractor and all sub-Contractors comply with all applicable state, federal and City and local law, rules and regulations, technical standards or specifications. The Contractor shall qualify for and obtain any required licenses prior to commencement of work.
19. This is a completely integrated Contract and contains the entire agreement between the parties. Any prior written or oral agreements or representations regarding this Contract shall be of no effect and shall not be binding on the City. This Contract may only be amended in writing, and executed by duly authorized representatives of the parties hereto.
20. The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and possesses any and all ownership rights and interests to any work products of the Contractor made under this Contract, including any and all copyright, trademark, or patent rights, and that compensation to the Contractor for agreement and acknowledgment of this INTELLECTUAL PROPERTY RIGHT section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of the parties that the City shall have full ownership and control of the Contractor's work products produced pursuant to this Contract, and the Contractor specifically waives and assigns to the City all rights which Contractor may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this INTELLECTUAL PROPERTY RIGHTS provision shall act as an irrevocable assignment to the City by the Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items writings, designs, models, examples, or other work product in any and all countries. It is the Contractor's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Contractor agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by the Contractor; further, the parties expressly agree that the provisions of this INTELLECTUAL PROPERTY RIGHTS section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.
21. Contractor acknowledges that City is a public entity subject to the provisions of the Colorado Open Records Act. Any confidential or proprietary information that the City discloses to the Contractor with respect to this Agreement shall be designated as confidential and proprietary by the City at the time of disclosure. Contractor shall hold such information

confidential to the extent provided by law and shall not engage in any use or disclosure of such information not expressly provided for in this Agreement. If Contractor receives a request for such confidential or proprietary information from a third party, notice thereof shall promptly be given to the City. The Contractor shall take all reasonable steps to prevent any unauthorized possession, use, transfer or disclosure of such confidential information. Should the Contractor learn of any such unauthorized possession, use, transfer or disclosure, it shall promptly notify the City. If requested, the Contractor shall deliver to the City all confidential information (including all copies) disclosed to it with respect to this Agreement.

The disclosure provisions of the above paragraphs shall not apply to information that a) the Contractor had in its possession prior to disclosure by the City; b) becomes public knowledge through no fault of Contractor; c) the Contractor lawfully acquires from a third party not under an obligation of confidentiality to the City; or d) is required to be disclosed by law or court order.

22. No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Contractor shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Contractor.

23. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

24. The City may terminate this contract in whole or, from time to time, in part, for the City's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall:

A. Immediately discontinue all services affected (unless the notice directs otherwise), and

B. Deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the City, the City's delegated representative shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the City may complete the work by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the City. Prior to issuing a Termination for failure to fulfill the contract obligations, the City will issue a Notice to cure allowing the Contractor ten (10) calendar days to prepare a plan to correct whatever failures are causing the contract obligation failure (s).

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

25. Books of Account and Auditing. The Contractor shall make available to the City if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The City's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract which are routinely prepared, collected or compiled by the Contractor during the performance of this contract.

The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all documentation available for examination at the Auditor's request at either the Auditor's or Contractor's offices, and without expense to the City.

26. The Contractor hereby Certifies that at the time of this certification, the Contractor does not knowingly employ or contract with an illegal alien and that the Contractor has participated or attempted to participate in the basic pilot program in order to verify that the Contractor does not employ any illegal aliens. "Basic pilot program" means the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded

in Public Law 156, 108th Congress, as amended, that is administered by the United States department of homeland security.

27. GRATUITIES:

- 1) The right of the Contractor to proceed or otherwise perform this Contract, and this Contract may be terminated if the Mayor and/or the City Contracting Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or contractor for the purpose of influencing any decision to grant a City Contract or to obtain favorable treatment under any City Contract.
- 2) The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or any thing of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.
- 3) Contract termination under this provision shall constitute a breach of contract by the Contractor, and the Contractor shall be liable to the city for all costs of reletting the contract or completion of the contract. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

28. City may appoint a representative to act as liaison with Contractor. City representative may be changed upon prior written notice to Contractor. All notices necessary or required under this Agreement shall be in writing and shall be personally delivered, sent by overnight delivery service, or mailed by certified mail, postage prepaid and return receipt requested, as follows:

If to CITY:
 CITY OF COLORADO SPRINGS
 Attn: _____

 Colorado Springs, Colorado 80903
 Phone: (719) _____
 _____@springsgov.com

If to CONTRACTOR:
 CONTRACTOR
 Attn: _____

Notice given by personal delivery, overnight delivery, or mail shall be effective upon actual receipt. The parties may change any address to which notice is to be given by giving notice as provided above of such change of address.

- 29. City is committed to equal employment opportunity for all and maintains and implements equal opportunity and affirmative action where necessary in all of its daily operations. City policy is that no person shall be discriminated against because of race, color, national origin or ancestry, sex, age, religious convictions, veteran status, disability or political beliefs. Contractor shall comply with all federal and state nondiscrimination laws and have an equal employment opportunity policy. Contractor shall also comply with City Equal Employment Opportunity/Affirmative Action policies regarding nondiscrimination and harassment, which includes sexual harassment, in the conduct of its business while on City property and/or interacting with City employees. Contractor will cooperate with City in using Contractor's best efforts to ensure that Disadvantaged Business Enterprises are afforded the full opportunity to compete for subcontracts or work under this Agreement.
- 30. The Contractor shall not assign, subcontract or otherwise transfer this Contract or any right or obligation hereunder without the prior written consent of the City.
- 31. The provisions of this Agreement with respect to confidentiality, warranties and indemnification shall survive the termination of this Agreement.
- 32. The parties agree that time is of the essence and performance of the Contract Services under this Agreement shall be developed, completed and implemented according to the Scope of Work. Any delays in performance within the control of CONTRACTOR, its consultants, subcontractors, employees or agents shall not be cause for extending the date for completion of the Contract Services.
- 33. The following Appendices are made a part of this agreement:

- 1. Appendix A

- 2. Appendix B
- 3. Appendix C
- 4. Appendix D

CONTRACT SIGNATURE PAGE

The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this contract, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this contract. The contractor is expressly prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract is being performed.

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and the year first above written.

This contract is executed in one (1) original copy.

THE CITY OF COLORADO SPRINGS, COLORADO:	
Signature	Date

SECOND PARTY:	
Corporate Name	
Signature	Date
Title	
Witness	

EXHIBIT 3 EXCEPTIONS

Print the words "no exceptions"(here)_____ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

Note: All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Company Name: _____

Address: _____
(City, State and Zip Code)

Federal Tax ID#: _____

PHONE: _____

FAX: _____

E-MAIL ADDRESS: _____

Authorized Signature: _____ Date: _____

Printed Name/Title: _____

Return this form with your Proposal.

EXHIBIT 4 MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City's solicitation package, Special Provisions or Standard Specifications.

1. Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.

2. Automobile Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.

3. Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.

4. Builders Risk or Installation Floater Insurance will be provided by the Owner (excluding earthquake or flood). This insurance shall insure and protect from all insurable risks of physical loss or damage. Contractors and subcontractors will be covered, excluding their own machinery, tools and equipment. The deductible under The Builders Risk or Installation Floater shall be sustained and borne by the Contractor. Losses will be adjusted with and made payable to the Owner and others as their interests may appear.

5. Professional Liability Insurance providing coverage for acts, errors or omissions committed or alleged to have been committed by architects and engineers arising out of the conduct of their professional practice. The coverage shall carry a project limit of \$500,000. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.

6. Pollution Legal Liability Insurance for limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for bodily Injury, Personal Injury and property Damage. This coverage must include any losses arising from transit exposures and also include all costs associated with clean-up, containment, and disposal of any hazardous liquids or materials.

7. **Except for workers compensation, employer's liability insurance, and Professional Liability Insurance** the City of Colorado Springs and the Pikes Peak Rural Transportation Authority must be named as an additional insured. Certificates of Insurance must be submitted before commencing the work and provide 30 day notice prior to any cancellation except for 10 day notice with respect to non-payment of premium.

8. Medical Malpractice Liability Insurance for limits not less than \$1,000,000 per occurrence.

9. All coverage furnished by contractor is primary, and that any insurance held by the City of Colorado Springs Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance

(Name of Company)

(Signature) (Date)

EXHIBIT 5 SCOPE OF SERVICES FOR R15-116MZ

SPECIAL REQUIREMENTS

It is the intent of this specifications/Scope of Work to determine minimum acceptable standards for providing all labor, materials, equipment supplies and services required to provide **Armored Car Pick-up and Delivery Service** for the City of Colorado Springs at the locations indicated in Exhibit 6 Locations/Pickup Schedule. Interested contractors shall be licensed and bonded.

1. SCOPE OF WORK

The contractor agrees to pick-up, receive and deliver securely sealed or locked shipments, which may contain any or all of the following:

- Currency,
- Coins,
- Checks,
- Securities, or
- Other valuables

2. PICK-UP LOCATIONS

Pick-up locations shown on Exhibit 6 shall be delivered to the US Bank Exchange located at 6 South Tejon Street, Colorado Springs, or other bank location as determined by The City of Colorado Springs. (See supplemental bid note 2 and 3.)

3. ON-CALL PICK-UPS

All on-call pick-ups shall be made within twenty-four hours from the date and time the request for an on-call pick-up is made.

4. CITY TREASURER PICK-UP AND DELIVERY

Pick-ups from the City Treasurer shall be made between 1:00 and 3:00 P.M. and delivered to US Bank Exchange located at 6 South Tejon Street, Colorado Springs (or other bank location as determined by The City of Colorado Springs, no later than 3:30 P.M. daily. Failure to make bank deliveries on time may be cause for contract termination.

5. BILLING/INVOICES

Each pick-up location shall be invoiced separately and indicate the pick-up location and dates of pick-ups. Invoices shall be on a monthly basis and delivered or mailed to the pick-up location address.

6. SEALED CONTAINERS

All pick-ups shall be in securely locked or sealed containers. The contractor shall not be required to pick-up containers that are not securely locked or sealed.

7. RECEIPTS

The contractor shall provide and give to the City's designated agent a receipt for all sealed and locked containers picked up.

8. TERM OF CONTRACT

The term of this contract will be for a one-year period, and may be renewed for four additional one-year periods if deemed to be in the best interest of the City. Also see 1.15.

9. LIABILITY

The contractor assumes the liability for any loss of the securely sealed or locked container(s) from the time the contractor signs for and receives physical custody of the sealed or locked containers. The contractor's responsibility terminates when the City or its designated agent takes physical possession of the sealed or locked containers and signs the contractor's receipt. If it is impossible to complete the delivery, the contractor shall be responsible and liable until the sealed or locked container(s) is returned to the City or its designated agent and a signed receipt is obtained.

10 LOSS OF CONTAINERS

10.1 LOSS NOTIFICATION

In the event of a loss, the City will notify the contractor, in writing, within four (4) calendar days after the loss is discovered or should have been discovered. However, the contractor will not be responsible for any loss if it is not notified within forty-five (45) calendar days from the date the locked or sealed container is delivered to the City or its designated agent. It is further agreed that the City and the contractor will work together to determine the extent of the loss, and if possible, the cause of loss.

10.2 COOPERATION

The City agrees to cooperate with the contractor and reasonably assist in reconstructing lost, damaged or destroyed checks constituting a part of any loss. The term "reconstruction" means the identification of the checks maker or endorser and its face value. The contractor's liability will be reduced by the face value of any and/or all reconstructed checks that are delivered to the City or its designated agent.

10.3 LIABILITY PER SHIPMENT

The contractor's liability for checks shall include reasonable costs incurred by the City to reconstruct checks, stop-payment procedures and the face value of checks that cannot be reconstructed. The contractor's liability coverage value for each shipment shall also include the sum of currency, coin, securities, or other valuables plus the actual face value of all checks lost, damaged or destroyed.

11 CONTAINER VALUE LIMITATION

There shall be a container value limitation of \$200,000 CASH and \$1,000,000 total on pick-ups from the City Treasurer's office and Pikes Peak Highway. All other pick-ups shall have a \$100,000 container value limitation.

12 HOLIDAY SERVICE

The City of Colorado Springs observes the following holidays; therefore service will not be required on these holidays. City Departments may request alternate pickup days if their regular schedule pick up falls on these holidays at no additional charge to the City.

- New Year's Day
- Martin Luther King Jr. Day
 - Memorial Day
- Independence Day
 - Labor Day
 - Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
 - Christmas Day

13 WEEKEND SERVICE

Some locations require pick-up and delivery service six (6) days per week. Locations that require pick-up and delivery six (6) days per week are so indicated in Exhibit 6, Locations/Pickup Schedule.

14 WAITING TIME

The City will do everything reasonably possible to limit waiting time for all container pick-ups. However, the City will not be liable for any wait time costs for a period of fifteen (15) minutes from the arrival pick-up time. After the fifteen (15) dead line the contractor will not be required to wait. Pick-up will be rescheduled for the next scheduled pick-up date and time.

15 SPECIAL PICK-UP DATES

The City may request unscheduled pick-ups from time to time for special occasions. These unscheduled pick-ups will be completed under the terms, conditions and pricing of the contract.

16 INTEGRATION

Any resultant contract will be a completely integrated contract and contain the entire agreement between the parties. Prior written or oral agreements, if any, shall be deemed of no effect and shall not be binding upon either party, unless incorporated by reference into the resultant contract. That contract may not be amended except in writing signed by all parties to the contract.

17 INCLEMENT WEATHER

If a City Department is open and the contractor's driver decides that the roads are too bad to travel on and does not complete the pickup, the City will not be charged for the missed pickup. Driver must notify City Representative and coordinate an alternate pickup day.

18 POINT OF CONTACT

There shall be two (2) points of contact for both billing and service questions/issues available to the City of Colorado Springs. The City of Colorado Springs shall be updated immediately of any changes to POC's.

19 CONTRACTOR EMPLOYEES

All contractor employees shall have and show adequate identification at each location. The contractor will inform the City of Colorado Springs of an updated list of potential employees entering any and all locations for reference. The City of Colorado Springs shall be notified of any staffing changes that would affect any and all routes for the City of Colorado Springs.

EXHIBIT 6 LOCATIONS/ PICKUP SCHEDULE

PICKUP LOCATION	FREQUENCY
City of Colorado Springs Treasurers Department 30 S. Nevada Ave Colorado Springs, CO 80903 (Note 1)	3 Times Per Week Monday, Wednesday, Friday Afternoon
Regional Building 2880 International Circle Suite 200-1 Colorado Springs, CO 80910 (Note 2)	1 time per week Thursday Morning after 9:00 AM
Municipal Court 224 E. Kiowa, Suite 108 Colorado Springs, CO 80903	5 Times Per Week Monday through Friday Afternoon
Parks & Recreation Administration 1401 Recreation Way Colorado Springs, CO 80905	1 Time Per Week Friday Morning
Pikes Peak Toll Gate – June 1 thru August 31 5069 Pikes Peak Highway Cascade, CO 80809	3 Times Per Week Monday, Wednesday, Friday
Pikes Peak Toll Gate – September 1 thru May 31 5069 Pikes Peak Highway Cascade, CO 80809	2 Times Per Week Monday, Thursday
Patty Jewett Golf Course 900 E. Espanola Colorado Springs, CO 80907	6 Times Per Week Monday through Saturday Morning (8:00 AM)
Valley Hi Golf Course 610 S. Chelton Rd Colorado Springs, CO 80910	6 Times Per Week Monday through Saturday Morning (8:00 AM)
Memorial Park, Sport Office 1315 E. Pikes Peak Ave Colorado Springs, CO 80909	5 Times Per Week Monday through Friday Morning (9:00 AM)
Memorial Park, Sertich Ice Center 1705 E. Pikes Peak Ave Colorado Springs, CO 80909	2 Times Per Week Tuesday, Thursday Morning (10:00 AM)
Colorado Springs Police Department 705 S. Nevada Ave #4403 Colorado Springs, CO 80903	2 Times Per Week Wednesday, Friday Morning (8:15 AM)
Colorado Springs Police Impound Lot 2725 E. Las Vegas Colorado Springs, CO 80907	5 Times Per Week Monday through Friday Morning
Evergreen Cemetery (ON CALL) 105 South Hancock Colorado Springs, CO 80903	3 Times Per Week Afternoon (1:00 PM)
Pioneers Museum (ON CALL) 215 S. Tejon Street Colorado Springs, CO 80903	2 Times Per Month
Fire Prevention 375 Printers Parkway Colorado Springs, CO 80910	2 Times Per Month 1 st and 3 rd Wednesday of each month

Deerfield Hills Community Center 4290 Deerfield Hills Road Colorado Springs, CO 80916 (Note 3)	2 Times Per Month 2 nd and 4 th Wednesday of each month After 1:00 PM
Meadows Community Center 1943 S. El Paso Colorado Springs, CO 80905 (Note 3)	2 times per month Tuesday Afternoon (11:00 AM or later)
Hillside Community Center 925 S. Institute Colorado Springs, CO 80903 (Note 3)	2 times per month Tuesday Afternoon (11:00 AM or later)
Transit 1145 Transit Drive Colorado Springs, CO 80903	5 Time Per Week Monday through Friday Mid-Day

EXHIBIT 7 DISCLOSURE OF RATES AND CHARGES

PICKUP LOCATIONS	FREQUENCY	FLAT RATE PER MONTH	ANNUAL
City of Colorado Springs Treasurers Department 30 S. Nevada Ave Colorado Springs, CO 80903 (Note 1)	3 X Week Mon, Wed, Fri Afternoon	\$	\$
Regional Building 2880 International Circle Suite 200-1 Colorado Springs, CO 80910 (Note 2)	1 X Week Thursday Morning	\$	\$
Municipal Court 224 E. Kiowa, Suite 108 Colorado Springs, CO 80903	5 X Week Mon thru Fri Afternoon	\$	\$
Parks & Recreation Administration 1401 Recreation Way Colorado Springs, CO 80905	1 X Week Friday Morning	\$	\$
Pikes Peak Toll Gate – June 1 thru August 31 5069 Pikes Peak Highway Cascade, CO 80809	3 X Week Mon, Wed, Fri	\$	\$
Pikes Peak Toll Gate – September 1 thru May 31 5069 Pikes Peak Highway Cascade, CO 80809	2 X Week Mon, Thurs	\$	\$
Patty Jewett Golf Course 900 E. Espanola Colorado Springs, CO 80907	6 X Week Mon thru Sat Morning (8 AM)	\$	\$
Valley Hi Golf Course 610 S. Chelton Rd Colorado Springs, CO 80910	6 X Week Mon thru Sat Morning (8 AM)	\$	\$
Memorial Park, Sport Office 1315 E. Pikes Peak Ave Colorado Springs, CO 80909	5 X Week Mon thru Fri Morning (9 AM)	\$	\$
Memorial Park, Sertich Ice Center 1705 E. Pikes Peak Ave Colorado Springs, CO 80909	2 X Week Tues, Thursday Morning (10 AM)	\$	\$
Colorado Springs Police Department 705 S. Nevada #4403 Colorado Springs, CO 80903	2 X Week Wed, Fri Morning (8:15 AM)	\$	\$
Colorado Springs Police Impound Lot 2725 E. Las Vegas Colorado Springs, CO 80907	5 X Week Mon thru Fri Morning	\$	\$
Evergreen Cemetery (ON CALL) 105 South Hancock Colorado Springs, CO 80903	3 X Week Afternoon (1 PM)	\$	\$
Pioneers Museum (ON CALL) 215 S. Tejon Street Colorado Springs, CO 80903	ON CALL 2 X Month	\$	\$
Fire Prevention 375 Printers Parkway Colorado Springs, CO 80910	2 X Month 1 st /3 rd Wednesday	\$	\$

Deerfield Hills Community Center 4290 Deerfield Hills Road Colorado Springs, CO 80916 (Note 3)	2 X Month Wednesday After 1 PM	\$	\$
Meadows Community Center 1943 S. El Paso Colorado Springs, CO 80905 (Note 3)	2 X Month Tuesday Mid-Day	\$	\$
Hillside Community Center 925 S. Institute Colorado Springs, CO 80903 (Note 3)	2 X Month Tuesday Mid-Day	\$	\$
Transit 1145 Transit Drive Colorado Springs, CO 80903	5 X Month Mon thru Fri Mid-Day	\$	\$

ON-CALL PICKUP SERVICE (PICKUP SCHEDULED WITHIN 24 HOURS OF REQUEST)	\$
ON-CALL ON ROUTE PICKUP SERVICE OTHER LOCATIONS	\$
OPTIONAL SUPPLIES: DEPOSIT BAGS, 9 X 12	\$
OPTIONAL SUPPLIES: DEPOSIT BAGS, 12 X 16	\$

Supplemental Notes:

1. City Treasurer Pick-up and Delivery:

Pickup times from the City Treasurer shall be made between 1:00 PM and 3:00 PM and delivered to US Bank Exchange located at 6 South Tejon Street, Colorado Springs, or other bank location as determined by The City of Colorado Springs, in time to ensure same day credit. Failure to make bank deliveries on time and ensuring same day credit may be cause for contract termination.

2. Regional Building Pickup and Delivery:

Pickup from the Regional Building shall be made between 9:00 AM and 12:00 PM and delivered the same day to the City of Colorado Springs Treasurers Office, located at 30 S. Nevada Ave.

3. Meadows and Hillside Community Centers:

Pick up from both community centers shall be made after 11:00 AM on Tuesday and delivered the same day to Deerfield Community Center after 1:00 PM.

4. Alternate Pickup Day:

If the regular scheduled pickup day for sites that are not on a five (5) or six (6) day per week schedule fall on a City holiday, an alternate pickup day will be decided upon with the City representative at no additional charge to the City.