



## REQUEST FOR PROPOSAL

# R16- 013 NS

Date issued: January 21, 2016

## COMPREHENSIVE PLAN

**THE CITY OF COLORADO SPRINGS**  
**PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT**

### PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is scheduled for this solicitation at 1:00 P.M. on February 3, 2016

**PROPOSALS ARE DUE NO LATER THAN**

**FRIDAY, FEBRUARY 19, 2016 AT 3:00 P.M.**

**Contact**

Nicole Spindler  
Contracting Specialist  
Colorado Springs, CO 80903-2599  
(719) 385-5265  
FAX (719) 475-8477  
[nspindler@springsgov.com](mailto:nspindler@springsgov.com)

<b>PROJECT BRIEF DESCRIPTION</b>
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<b>See Exhibit 5 - Scope of Work</b>
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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:  
Nicole Spindler  
Contracting 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, February 19, 2016.**
- 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:** R16-013 NS Comprehensive Plan  
**Due Date:** February 19, 2016 at 3:00 PM  
**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

A pre-proposal conference is scheduled for **February 3 2016, 1:00 P.M.**, City of Colorado Springs Co., 30 S Nevada Ave., **Conference Room 201**, Colorado Springs, CO 80903. This meeting is not mandatory, however, all prime contractors are urged to attend. Please note: Prior to entry to this building, all visitors to City of Colorado Springs facilities will be requested to present a valid form of identification. If you are intending to attend via telephone, please email [nsindler@springsgov.com](mailto:nsindler@springsgov.com) by February 1, 2016 COB.

## 1.3 NUMBER OF COPIES

Offerors shall submit one unbound original set, one electronic copy, 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 BEST VALUE 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 to the City.

**1.12 CONTRACT ADMINISTRATION**

The City of Colorado Springs, Planning & Development Division 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:

Issue Request for Proposal	<u>January 21, 2016</u>
Pre-Proposal Conference	<u>February 3, 2016 at 1:00 P.M.</u>
Proposal Due Date	<u>February 19, 2016 at 3:00 P.M.</u>
Short List Selection (if applicable)	+/- early March 2016
Short List Interviews (if applicable)	+/- mid March 2016
Award of Contract (Letter of Intent)	+/- late March 2016
Notice-to-Proceed	+/- early April 2016

**1.14 CUT OFF DATE FOR QUESTIONS FEBRUARY 11, 2016 2:00 P.M.**

Questions about the RFP shall be emailed in writing and directed to Nicole Spindler, at the following email address: [nspindler@springsgov.com](mailto:nspindler@springsgov.com) A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments. Questions must be received no later than February 11, 2016 – 2:00 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: from issuance to Notice to Proceed through 12/31/2016  
Option Year 1: 1/1/17-12/31/17

## **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](http://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 sixty (60) 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 are not counted against the page limit:

- Exhibit 1 Proposal Certification
- Exhibit 3 Exceptions
- Exhibit 4 Minimum Insurance Requirements
- Exhibit 6 Representations and Certifications

### **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 proposal demonstrate that the firm has technical capabilities necessary to perform the required task, particularly with respect to analysis, evaluation and interpretation of the relevant geo-spatial data using Geographic Information Systems (GIS)?
5. Does it generally appear that the offeror knows and thoroughly understands the business and requirement?
6. Does the proposal clearly demonstrate that the firm/team has directly applicable experience to meet the requirement and goals in the statement of Work

#### **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 PUBLIC/STAKEHOLDERS' PROCESS**

- A. Understanding of role and importance of public and stakeholder participation in comprehensive planning in the context of Colorado Springs

The proposal should clearly indicate that the offeror has a full and complete understanding of the importance, value and complexities associated with the public and stakeholder participation processes associated with the Statement of Work.

Questions for consideration:

1. Does the proposal demonstrate that the firm has a thorough and complete understanding of the critical and essential role of public and stakeholder input and communication necessary to accomplish the overall goal of the project and for each relevant task in the Statement of Work?
2. Does the firm have the capability and capacity to effectively and efficiently design and manage a stakeholder and public communications and input process that is cost-effective and maximizes the validity, relevance and value of input from a both a broad cross section of the community and all key stakeholder groups?
3. Does the offeror propose the use of state-of-the art and/or innovative methods by which to communicate with stakeholder and the public and obtain, viable, representative and valuable input?
4. Does the offeror have the demonstrated capability to provide highly effective presentations to support the public process?

- B. Relevant Experience with public and stakeholder processes.

The offeror should demonstrate experience with public and stakeholder processes within an throughout their team

Questions for consideration:

1. Does the firm have experienced public and stakeholder process personnel as part of their team?
2. Is the entire team and proposal structured and organized to support and effective input process?
3. Does the team have access to and experience with the tools, technology and survey methods to support these tasks?

## 2.7 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.

1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system?
2. Are project management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort?
3. Does the offer address a clear and effective method for reporting progress toward and any deviations from the schedule and budget?
4. Does the proposal demonstrate that project management communication will be efficient and effective?
5. Does the proposal include evidence that overall communication with the City Project Manager, the project steering committee and key boards and committees will be effective and efficient?
6. Does the proposal explain how the offeror will remain within schedule and budget?

### B. Past Performance/Relevant Experience/Key Personnel

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.

1. Does the proposal include at least three references or past performance citations directly applicable to the Statement of Work?
2. Does the proposal provide reference to examples of directly applicable work products prepared substantially by members of the team proposed to be engaged for this offer?
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?

#### Key Personnel

Resumes must be provided for all personnel considered key, as required by the RFP.

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?

#### **2.7.1 PRICE/COST AREA- NOT EVALUATED**

Price and Cost will not be evaluated at this stage.

Short listed firms may be asked to present an approach on how the proposed budget will be utilized to provide maximum value.

#### **2.9 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.

#### **2.10 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.

#### **2.11 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**

### **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 TECHNICAL AREA – PUBLIC/STAKEHOLDERS’ PROCESS/RELEVANT EXPERIENCE**

See Section II - Item 2.6

**3.1.4 MANAGEMENT AREA- PROGRAM MANAGEMENT CONTROLS**

See Section II Item 2.7

**3.1.5 MANAGEMENT AREA -- PAST PERFORMANCE/RELEVANT EXPERIENCE/KEY PERSONNEL**

See Section II – Item 2.7B

**3.1.6 PRICE/COST AREA -- PRICE/COST NOT EVALUATED**

**3.1.7 PROPOSAL PRESENTATION AREA – PROPOSAL PRESENTATION**

See Section II – Item 2.9

**3.1.8 EXCEPTIONS AND INSURANCE**

See Section II – Items 2.10 and 2.11

#### **a. RANKING**

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

First: Technical Area

Second: Management Area

Third: 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: N/A

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.

#### D. 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: .40  
Public Stakeholder Process: .30  
Management Area: .20  
Price/Cost Area: 0  
Proposal Presentation Area: .10

#### E. 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.

## 2.2. 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.

## B. 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**

In addition to the contract terms and conditions listed below, the City's sample contract, see Exhibit 2, contains contract terms and conditions.

### **4.1 CONTRACTOR'S CONDUCT**

4.1.1 The contractor shall not display signs, or other advertising matter of any kind within or outside of the City limits of Colorado Springs area without the prior written permission of the City.

4.1.2 The contractor shall ensure that the contractor's personnel are courteous to the public, patrons, and all other persons.

4.1.3 All employees or other personnel of the contractor working on City property shall be of lawful working age. The contractor shall comply with all federal, state, and local labor and employment laws; and all personnel of the contractor shall be competent to do the work assigned to them by the contractor.

### **4.2 LAW**

This Agreement 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 jurisdiction shall exclusively be in the District Court for El Paso County. Contractor shall insure that Contractor is familiar with, and complies with, applicable Federal, State, and local laws and regulations as now written or hereafter amended.

### **4.3 INTEGRATION**

This is a completely integrated contract and contains 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.

### **4.4 KEY PERSONNEL**

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

## **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	Representations and Certifications
Exhibit 7	Key Reference and Context Documents

**EXHIBIT 1 PROPOSAL CERTIFICATION**

Check or Mark the space after each number to indicate compliance.

1. \_\_\_\_\_ Indicate your 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 \_\_\_\_\_

Principal Place of Business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Percent of Work to Be Performed from Principal Place of Business? \_\_\_\_\_

Percent of work to Be Performed from Colorado Springs Facility? \_\_\_\_\_

2. \_\_\_\_\_ Indicate your 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 \_\_\_\_\_

3. \_\_\_\_\_ Provide 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.

4. \_\_\_\_\_ Provide the completed and signed proposal. (Proposals must be identified according to the outline of this RFP document). All required Exhibits are attached.

By signing below, 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: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

The undersigned acknowledges and understands the terms, conditions, Specifications and all Requirements contained and/or referenced and are legally authorized by the Offeror to make the above bid statements or representations.

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(City, State and Zip)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Name typed/Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(E-Mail Address)

**FEDERAL TAX ID #** \_\_\_\_\_

**This Company Is: Corporation**\_\_\_\_ **Individual**\_\_\_\_ **Partnership**\_\_\_\_ **LLC**\_\_\_\_

**Offeror hereby acknowledges receipt of the following amendments, if applicable** (Offeror agrees that it is bound by all Amendments identified herein)

AMENDMENT #1 \_\_\_\_\_ DATED: \_\_\_\_\_

AMENDMENT #2 \_\_\_\_\_ DATED: \_\_\_\_\_

AMENDMENT #3 \_\_\_\_\_ DATED: \_\_\_\_\_

**Please Note the attached Reps and Certs must be initialed in the spaces provided and returned with this certification.**

**EXHIBIT 2 SAMPLE CONTRACT**



**CITY CONSULTANT CONTRACT  
ARCHITECTS/ENGINEERS**

<b>Contract Number:</b>	C00xxxx	<b>Project Name/Title</b>	COMPREHENSIVE PLAN		
<b>Vendor/Contractor</b>					
<b>Contact Name:</b>		Telephone		Fax	
<b>Address:</b>					
<b>Federal Tax ID #</b>		<b>Please check one:</b>	__ Corporation __ Individual __ Partnership		
<b>City Contracting Specialist</b>	<i>Name &amp; Phone#</i> Nicole Spindler	<b>City Dept Rep</b>	<i>Name &amp; Phone# &amp; Department Name</i>		
<b>NOT TO EXCEED Contract Amount:</b>		City Account #	<i>Acct Code (5) Fund (3) Dept (4) Project (7)</i>		

**THIS FIRM FIXED PRICE CONTRACT**, made entered into this - \_\_\_\_\_ day of \_\_\_\_\_, 2016 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:

**COMPENSATION**

For the work and services of this contract, the City of Colorado Springs agrees to pay a not-to-exceed fee of \$\_\_\_\_\_. The Contractor shall submit monthly statements, including a narrative progress description, for services rendered. The City shall make prompt monthly payments for work completed to the City's satisfaction. Invoices are payable net 30 days upon receipt and department approval.

In consideration of said payment and compensation, the Contractor agrees to perform said services and to carry out the provisions of this contract in accordance with generally accepted professional practices for the intended use of the project and to the satisfaction of the City.

**CONTRACT TERM**

The term of this contract shall commence on the \_\_\_ day of \_\_\_\_\_, 2016 and shall terminate as specified in Appendix 5, Schedule of Work, unless sooner terminated or extended in accordance with provisions of this contract.

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).

The rights and remedies of the City provided for under this contract are in addition to any other rights and remedies provided by law. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

**1. RESPONSIBILITY OF THE CONTRACTOR FOR PROFESSIONAL SERVICES**

- A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The

Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

- 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. Design within Funding Limitation: The Contractor shall accomplish the design services required under this contract so as to permit the award of a construction contract at a price that does not exceed the estimated construction contract price plus ten percent (10%) as set forth below.
  - 1) When lowest responsive and responsible bids or proposals for the construction contract are received that exceed the estimated price, the Contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the Contractor shall not be required to perform such additional services without additional compensation if the unfavorable bids or proposals are the result of conditions beyond its reasonable control i.e. City directed scope changes, unknown or unusual design problems are encountered or a volatile construction market at the time of bid as compared to the construction market at the date this contract is executed.
  - 2) The Contractor must promptly advise the Project Manager if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design the project within the funding limitation.

## **2. WORK OVERSIGHT IN PROFESSIONAL SERVICES CONTRACT**

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. The City has delegated \_\_\_\_\_ Planning & Development Division as the Project Manager for this contract.

## **3. EXPERT WITNESS OBLIGATION**

The Contractor shall be obligated to provide services as an expert witness in connection with any public hearings or legal "proceedings" for a period of five (5) years following the completion of the project. The Contractor shall be reimbursed for such service unless the basic issue of such hearing or "proceeding" concerns sufficiency of the Contractor Services as outlined in this contract. The Contractor hereby agrees to relieve the City of Colorado Springs from all claims and liability due to the Contractor's negligence.

## **4. ASSIGNMENT**

The City and the Contractor each bind themselves, their partners, successors, assigns, and legal representatives to the other party to this contract and to the partners, successors, assigns, and legal representatives of such other party in respect of all covenants of this contract. Neither the City nor the Contractor shall assign, sublet, or transfer its interest in this contract without the written consent of the other.

## **5. REQUIREMENTS FOR REGISTRATION OF DESIGNERS**

The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work to be performed under this contract shall be accomplished or reviewed and approved by architects or engineers registered in the state of Colorado to practice in the professional field involved.

## **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. TERMINATION**

- A. In the event of a default by the Contractor, the City may give ten (10) days written notice in the form of a "Cure Notice" to the Contractor of the City's intent to terminate the agreement. Contractor shall have minimum of ten (10) days or a date determined to be reasonable by the City Contracting Manager from notification to remedy the conditions constituting the default.
- B. The City may also terminate this agreement at any time if it is found that the Contractor has violated any term or condition of this agreement or that Contractor has failed to maintain errors and omissions or other insurances provided for in this agreement. In such case the Contractor shall have no claims against the City except for the value of the work performed up to the date the agreement is terminated.
- C. In the event that this agreement is terminated in accordance with this section, the City may take possession of any work and may complete any work by whatever means the City may select.
- D. The City may also terminate this contract for the convenience of the City in its entirety or in part if the City determines that a termination is in the City's best interest. The City may also terminate the agreement at any time if it is found that reasons beyond the control of either the City or Contractor make it impossible or against the City's interest to complete the agreement. The Contractor after receipt of a Notice of Termination shall stop work as specified under the Contract, place no further subcontracts or orders for work terminate all subcontracts to the extent they relate to the termination, and assign title of completed work to the City.
- E. If the contract is terminated for convenience described in Para D above, the Contractor may, at the City's sole discretion, option and determination be reimbursed for costs absorbed through the termination notice, less anticipated profits. In the event the City, in its sole discretion, option and determination, determines that any reimbursement will be made pursuant to this Contract, then the City may conduct an audit of the Contractor's costs to determine reasonable costs expended through date of cancellation, or the City may determine the contractors costs based on the schedule of values, or deliverables or exact cost of any bid item(s) completed and accepted. The Contractor will not be reimbursed for any anticipated profit. The cost that is most advantageous to the City will be used for determining final payment to Contractor.

## **9. 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 or Contractor's office and without expense to the City

## **10. ADDITIONAL CONTRACT PROVISIONS**

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:

### **A. 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.

B. The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form, 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. Change order(s), in the aggregate, cannot exceed 15% of the original cost of the contract without approval of the City Contracts Manager, and must be within the original scope of the contract.

C. Law. This Agreement 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 this Agreement shall be deemed to have been made in, and the place of performance is deemed to be in the City of Colorado Springs, El Paso County, State of Colorado. The Buyer shall ensure that the Buyer and the Buyer's employees, agents and officers are familiar with, and comply with, applicable federal, state, and local laws and regulations as now written or hereafter amended.

D. 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.

#### E. INDEMNIFICATION CLAUSE

The Consultant shall indemnify and hold harmless the City, its enterprise(s), associated and/or affiliated entities, successors, or assigns, its elected officials, officers, employees, agents, and volunteers from and against all liabilities, claims, actions, damages, losses, and expenses, including without limitation reasonable attorneys' fees and costs, arising out of or resulting in any way from the performance of professional services for the City under this Contract and caused by any willful or negligent error, omission, or act of or a failure to observe any applicable standard of care by the Consultant or any person employed by it or anyone for whose acts the Consultant is legally liable. The Consultant hereby irrevocably waives and excuses City and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Consultant agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Consultant for the City.

- F. 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 be 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.
- G. 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, 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.
- H. 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.
- I. The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced solely 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 solely 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 solely 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 solely 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 solely 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 solely 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.

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

M. GRATUITIES:

1. The right of the Contractor to proceed or otherwise perform this Contract, and this Contract may be terminated if the City Manager 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."

N. The following Appendices are made a part of this agreement:

- 1) Appendix A \_\_\_\_\_, \_\_\_\_ Pages
- 2) Appendix B \_\_\_\_\_, \_\_\_\_ Pages
- 3) Appendix C \_\_\_\_\_, \_\_\_\_ Pages
- 4) Appendix D \_\_\_\_\_, \_\_\_\_ Pages

**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.

<b>THE CITY OF COLORADO SPRINGS, COLORADO:</b>
<b>JEFFREY H. GREENE, CHIEF OF STAFF</b>

<b>SECOND PARTY:</b>	
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 effect 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 5      SCOPE OF SERVICES FOR COMPREHENSIVE PLAN 2016/2017**

### **5.1      PROJECT GENERAL BACKGROUND AND DESCRIPTION:**

The City of Colorado Springs (“City”) is seeking a qualified land use and strategic planning firm or team (“Consultant”) to comprehensively update its current 2001 Comprehensive Plan (“Plan”). This project and contract are anticipated to encompass two years (2016 and 2017). The services and deliverables will include, but not necessarily be limited to:

- A thorough evaluation of the existing plan, its constituent elements and their context, including strengths, weakness and opportunities
- A review of best practices and models for a Plan update
- GIS-based analysis and preparation of relevant data and trends including but not limited to refined City-specific population and employment forecasts along with development and redevelopment capacity analyses integrated with environmental, multimodal transportation and utilities information.
- An effective stakeholder communications and input process based on a robust public participation plan including social media
- Effective coordination with staff, a Steering Committee, Mayor’s office, City Council and Planning Commission
- Recommendations and a plan for integration with other relevant plans and initiatives with emphases on fiscal sustainability in providing capital improvements and services.
- An effective community visioning process
- Specific integration of the City’s pending Infill and Redevelopment Plan with this effort
- Development of logical and plausible land use and policy alternatives for the City
- Systematic development of a draft Plan document
- Specific actionable, fiscally responsible and prioritized implementation recommendations as determined by the process, but presumably to include systematic updates of the City Zoning Code
- A resulting plan that will be relevant and have an important and ongoing role in directing the vision, marketing and strategic planning of the City.

Note that these services and deliverables are purposefully generalized in some cases in anticipation that Consultant will provide more specific recommendations for approaches, tasks and deliverables as part of their proposals and possible interviews- based on their expertise and experience.

The total project budget is intended to be \$500,000.00 for consultant services, split over two years. Funds for 2016 have been budgeted. Year 2017 funding will be contingent on City approval of the budget for that year but is expected. Therefore, proposals should be organized with tasks and deliverables consistent with an overall two-year schedule and ultimate budget.

Colorado Springs is a large growing, but also maturing Home Rule City with a current population of about 446,000 (2014). The City has a land area of approximately 195 square miles, about one third of which is vacant or remaining to be developed. Its local economy is heavily reliant on the military, but also includes important tourism, non-profit, retiree, service, professional and high tech sectors. Its fiscal and political philosophies tend toward conservative, with an emphasis on supporting jobs and a business-friendly climate. The City owns its utility system (water, wastewater, gas and electric) which is operated as a separate enterprise under the direction of Utilities Board which at this time is comprised of City Council. In late 2010 the City’s voters approved a major change in governance from a Council-Manager to a Mayor-Council form. This was implemented in 2011. The transportation planning MPO for the region is the Pikes Peak Area Council of Governments.

The City’s current Comprehensive Plan was adopted in 2001 following a robust community and City Council process. The text of the Plan is unchanged since that time; however its accompanying 2020

Land Use Map (“LUM”) has been periodically updated to reflect a combination of new annexations, amended private master plans, along with a limited number of City-initiated map changes. The Plan was developed simultaneously with the City’s Intermodal Transportation Plan using a process that included transportation modeling and evaluation of various growth scenarios. The Plan references approximately 200 constituent elements including the ITP (2001 as amended), the City Annexation Plan (2006), the Imagine Downtown Plan (update expected to be approved in 2016), its Parks, Trails and Recreation and Open Space Master Plan (comprehensively amended in 2015), numerous neighborhood and corridor plans (most of which are older and dated), along with all privately initiated master plans within the City. The current Plan includes policies, the 2020 LUM, implementation recommendations, and expectations for ongoing measurements and reporting as well as an assumption of ongoing integrated capital improvements and services planning. As noted above, the pending Infill and Redevelopment Chapter of the Plan should be adopted concurrent with or shortly after this full Plan update is expected to be initiated.

A copy of the current Comprehensive Plan may be found at:

<http://www.springsgov.com/Page.aspx?NavID=3054>

Since late 2014, the City has been in the process of drafting an Infill and Redevelopment Chapter of its Comprehensive Plan. This Chapter is expected to be adopted by the Spring of 2016. Copies of the current draft and its associated Action Plan can be found at:

<https://coloradosprings.gov/resident-services/planning-development/information/infill-and-redevelopment>

The selected firm must meet all municipal, state and federal affirmative action and equal employment opportunity practices. The City reserves the right to reject any and all statements, or parts thereof, which are not in the best interest of the City of Colorado Springs.

Firms will be evaluated on process and technical competence, the capacity and capability to perform work within the time allotted, and past record of performance.

## **5.2 PROJECT GENERAL SCOPE:**

To accomplish the objectives of this project, the process, analysis and deliverables must at a minimum, include the following- all coordinated with the PM and Steering Committee as applicable:

- Finalize detailed work program and schedule in coordination with City Project Manager (“PM”)
- Review existing relevant plans and documents in consultation with City staff. These shall include but are not limited to the following:
  - Comprehensive Plan
  - Infill and Redevelopment Plan
  - Mayor and City Council Strategic Plans
  - Colorado Springs Intermodal Transportation Plan
  - Annexation Plan
  - Imagine Downtown Plan and Downtown FBZ Plan
  - Parks and Recreation Master Plan and Open Space Master Plan
  - Pikes Peak Area Council of Governments Long Range Transportation Plan
    - All elements
  - Chapter 7 of the City Code; particularly Articles 1-4 (Comprehensive Plan and Zoning Code)
  - Reports and recommendations recent planning-related initiatives including, Downtown, Transit, Streetscapes and Economic Opportunity Zones (EOZs)
  - Academy Boulevard Corridor Great Streets Plan
  - City Housing Plans and Assessments including Affordable Housing Needs Assessment, Analysis of Impediments to Fair Housing, Consolidated Plan and Action Plan

- Relevant plans from El Paso County and adjacent municipalities including their comprehensive plans
- Collect, evaluate and augment existing data in consultation with City and other staff including but not necessarily limited to (refer to Exhibit 7 for more detail):
  - Socioeconomic and market study data
  - Small area population and employment forecasts, as currently adopted
  - Relevant jurisdictional boundaries including school districts and special districts, and relevant information concerning these entities.
  - Data, plans and information pertinent to military installations within and adjacent to the City
  - Existing land use, zoning and future development/ redevelopment capacity including refining and updating of existing City data associated with our use of *CommunityViz*® software
  - Natural systems assets and constraints
  - Transportation facilities, needs and plans
  - Stormwater facilities, needs and plans
  - Utilities facilities, service areas, needs and plans
  - Park, recreation, open space and cultural facilities assets needs and plans
- Using the existing staff-developed City Comprehensive Plan audit as a baseline and point of beginning provide a comprehensive evaluation of the existing Comprehensive Plan and its key elements from the perspective of informing the need for modifications proposed for the updated Plan.
- In coordination with City and PPACG staff, and the Steering Committee, develop and/or verify agreed-upon baseline and alternate scenario 20-year population and employment forecasts for the region, the City and subareas of the City. In particular evaluate alternative development scenarios and options for the Banning Lewis Ranch property. Identify other pertinent socioeconomic trends and projections including expected changes in demographics, employment and housing demand.
- Provide a thorough evaluation of remaining development capacity in the City associated with the baseline and alternate scenarios.
- Effectively apply expertise from other relevant comprehensive planning efforts throughout the country with particular emphasis on strategies pertaining to downtown, corridor and mature area revitalization, jobs creation and retention, housing and fiscal sustainability.
- Prepare a Conditions, Trends, and Issues Report for the Steering Committee with the intent of focusing and directing the completion of the Comprehensive Plan update process.
- Include a public process element which will likely involve community meetings and workshops as well as stakeholder presentations and interviews and at least 3 briefings of the Planning Commission and City Council, respectively.
  - Recommend and implement an innovative public outreach and participation process that in particular compensates for the lack of engagement which has typified some areas and constituencies of the City in the past.
  - Recommend, implement and support the maintenance of a project website, most likely as part of the City web site.
- Prepare, evaluate and present alternate development/redevelopment scenarios.
- Recommend a plan and policies
- Represent the process and emerging recommendations to stakeholders and decision makers
- Prepare final documents in print and Web-based form
- Provide complete and final documentation to the City

### 5.3 STEERING COMMITTEE AND COORDINATION REQUIREMENTS

Primary coordination for all activities will be through the City's Project Manager ("PM"). Additional coordination is to be performed with a Steering Committee or similarly named group that is expected to be appointed by City Council in association with this project. The Project Manager will coordinate all activities between the Consultant and Steering Committee.

Steering Committee membership is expected to be limited in number but also broadly based and include representation from City Council, the Planning Commission, City Administration, Colorado Springs Utilities, development and neighborhood representatives, and other community leaders.

The successful Consultant should address their approach toward working with this Steering Committee in a manner that efficiently maximizes its direction and contributions while also avoiding delays and/or potential for dilution of the Plan's contents, recommendations and priorities.

The proposal should specifically address the demonstrated capability of the Consultant team to effectively obtain and represent knowledge of land use planning conditions, regulatory structure, context, issues and values, particular to this city and region.

The proposal should also specifically address the demonstrated capability of the Consultant to manage the overall schedule and process to maximize the value of outreach and input while also efficiently getting to informed decisions, culminating in a meaningful and actionable plan.

Also supporting the project on an as-needed basis will be a technical support team comprised of applicable City and other agency staff.

#### **5.4 PUBLIC INFORMATION AND PARTICIPATION PROCESSES**

The selected Consultant will be required to develop and conduct an extensive Public Communications and Stakeholder Involvement process in coordination with the PM and the City Public Communications Office. This will require contact with, coordination and/or presentations to existing organizations such as the Regional Business Alliance, Housing and Building Association and Council of Neighbors and Organizations (CONO), as well as focus or roundtable groups by organized by invitation. Existing City venues and events should also be considered. City staff will be available to strategically leverage and augment outreach and representation. Other public information efforts (i.e. flyers, e-mails, website, mobile applications, key-pad polling etc.) will be necessary to involve and then keep all affected interests updated on the progress of the project, and to obtain input. It is anticipated that the selected Consultant will develop a project communications plan consistent with the Systematic Development of Informed Consent method of public involvement, along with the latest applicable and appropriate technology and techniques. This communications plan should specifically recommend and include cost-effective means of obtaining useful input from traditionally uninvolved or under-represented constituents. The successful Consultant should recommend their approach to the use of surveys, within the limits of the available budget

#### **5.5 DATA COLLECTION:**

The City, Colorado Springs Utilities, PPACG and other organizations have substantial existing information related to the City and region including our standard and customized GIS coverages, and as part of the various formal and informal reports and data bases. This information will be made available to the Consultant for best use in supporting the process and project. A listing of generally available data is included as Exhibit 7. The Consultant must collect all information necessary to verify and augment existing and available information, and identify and collect all additional information necessary to complete all elements of the analysis, tasks and requirements for the project. A license agreement shall be a prerequisite for use of City GIS information.

#### **5.6 PLAN ELEMENTS:**

The exact nature and extent of the topics contained in and elements addressed by the Plan will be determined as part of the process. However the following elements are anticipated as being included and important (not listed in any particular order):

Visioning, Marketing and Branding- Include a Plan element that establishes a clear, marketable and preferably brand-able vision that becomes an effective part of the City's overall branding and marketing strategy.

Neighborhood Planning and Services- Include a collaborative and comprehensive process to designate neighborhoods and recommend a framework for enhanced and more effective neighborhood planning,

priorities and services. The City anticipates the development of a replicable and effective “template” for a neighborhood planning process and document.

Annexation- Fully evaluate, acknowledge and respond to the City’s regional planning and annexation context and recommend effective strategies and polices including recommended updates of the City Annexation Plan (2006).

Regional Land Use Planning Partnerships- Provide a distinct and separately managed task and module which would evaluate and pursue options for joint land use planning with other local governments, particularly El Paso County, and incorporate any agreed-upon plans, agreements and recommendations within the context of the adopted City Comprehensive Plan.

Economic Development and Jobs- Fully evaluate and address the economic development priorities and needs of the City with one emphasis on attraction and retention of primary and other desired employment.

Sustainability including Fiscal Sustainability- An overall sustainability element that begins with and is grounded in City fiscal sustainability

Military- Include a process and element that addresses the land use and related needs and impacts of the area’s military installations including those outside of, but associated with the City.

Housing- Provide an analysis, context and recommendations supporting the City’s housing plans, programs and initiatives, particularly with respect to providing a full continuum of viable options for meeting affordable housing needs and identify areas of affordable housing development opportunities throughout the City, consistent with the Affirmatively Furthering Fair Housing Rule.

Infill and Redevelopment Framework- Address the City’s infill and redevelopment issues, priorities and needs, carrying forward from the City’s Infill and Redevelopment Chapter.

Relevant Policies and Useful Graphic Elements- Inclusion of policies and graphic mapping elements that are structured in order of precedence, priority and applicability such that they can effectively be used to support definitive and viable findings of Comprehensive Plan consistency or inconsistency for land use projects and other proposed City actions.

Implementation Plan including Code Changes- Provide a definitive, resource-sensitive and actionable implementation plan that includes a framework of recommendations for an amendment of the City Code and particularly the Zoning Code.

Measures and Accountabilities- Include recommended measures and accountabilities that are viable, effective and achievable.

## **5.7 DELIVERABLES**

The exact nature and content of the deliverables will be determined following the Consultant selection and contracting processes. However the following are generally expected to be provided to the City upon the completion of the appropriate tasks. Unless otherwise specified, one (1) fully functional (non PDF) electronic copy of each deliverable will be provided. Documents C-E should be suitable for posting on the City web site.

- A. Weekly Project Status Reports (electronic copy only)
- B. Monthly Project Status Reports tied to project schedule and budget
- C. Summary Minutes of all Steering Committee, Stakeholder, Public and Technical Meetings
- D. Finalized Project Work Program and Schedule
- E. Public/Stakeholder Input and Communications Plan
- F. Audit/Evaluation of Existing Comprehensive Plan including key referenced elements
- G. Report on Relevant Community Conditions, Trends and Issues

-including mapping

- H. Public/Stakeholder/Steering Committee Input Summary
- I. Presentation Boards, Slides, Maps and Graphics (as applicable) for meetings and presentations
- J. Planning Alternatives or Scenarios (including regional planning partnerships)
- K. Draft Plan and Associated Maps and Graphics
- L. Final Plan suitable for hard copy and fully interactive Web publication

## REPRESENTATIONS AND CERTIFICATIONS

### 1. INSURANCE REQUIREMENTS

This firm shall comply with all insurance requirements and will submit the Insurance Certificates prior to performance start date. If limits are different from the stated amounts, Contractor shall explain variance. Certain endorsements and “additionally insured” statements may require further clarification and specific statements on a project specific basis and should have been described in the Contractor’s proposal.

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Initials for 1

### 2. ETHICS VIOLATIONS

- a) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this clause in its own operations and direct business relationships.
- b) When the Contractor has reasonable grounds to believe that a violation described in this clause may have occurred, the Contractor shall promptly report the possible violation to the City Contracts Specialist in writing.
- c) The Contractor must disclose with the signing of this Contract, the name of any officer, director, or agent who is also an employee of the City and any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor’s firm or any of its branches.
- d) In addition, the Contractor must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracts Specialist.
- e) The Contractor shall not engage in providing gifts, meals or other amenities to City employees. The right of the Contractor to proceed may be terminated by written notice issued by City Contracts Specialist if Contractor offered or gave a gratuity to an officer, official, or employee of the City and intended by the gratuity to obtain a contract or favorable treatment under a contract.
- f) The Contractor shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the contractor will properly compensate the City.
- g) The Contractor agrees to incorporate the substance of this clause in all subcontracts under this contract.

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Initials for 2

### 3. ILLEGAL ALIENS

If Provider has any employees or subcontractors, Provider shall comply with § 8-17.5, C.R.S. regarding Illegal Aliens – Public Contracts for Services, and this section of this Agreement. 8-17.5-102 includes, in part, that: Provider shall not:

- Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
  - Enter into a contract with a subcontractor that fails to certify to Provider that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- Provider has verified or attempted to verify that Provider does not employ any illegal aliens and, will participate in the E-Verify Program or State Department program in order to confirm eligibility of all employees who are newly hired to perform work under public contract for services.

Provider will not use E-Verify Program or State Department program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If Provider obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Provider shall: Notify the subcontractor and the City within three days that Provider has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and Terminate the subcontract with the subcontractor if within three days of receiving the notice under 4.a., the subcontractor does not stop employing or contracting with the illegal alien. However, the Provider shall not terminate the contract with the subcontractor if during this three day period: The subcontractor provides information which establishes that the subcontractor has not knowingly employed or contracted with an illegal alien, and The Provider will not employ the illegal aliens in the performance of any City contract. Provider shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S. If Provider violates this provision, the City may terminate the Agreement for a breach of contract. If the Agreement is terminated, the Provider shall be liable for actual and consequential damages.

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Initials for 3

#### **4. COOPERATION WITH OTHER CONTRACTORS**

Other City activities/contracts may be in progress or start during the performance of this contract. The Contractor shall coordinate the work harmoniously with the other contractors or City personnel.

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Initials for 4

#### **5. INTERNET USE**

Should the Contractor require access to City Internet resources in the performance of this requirement, a "Contractor's Internet Use Agreement" form must be separately signed by each individual having access to the City Network. The completed Contractor's Internet Use Agreement will be maintained with this agreement. Inappropriate use of the City Network will be grounds for immediate termination of this Contract.

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Initials for 5

#### **6. LITIGATION**

If awarded the contract, Contractor shall notify the City within five (5) calendar days after being served with a summons, complaint, or other pleading in any matter which has been filed in any federal or state court or administrative agency. The Contractor shall deliver copies of such document(s) to the City's Procurement Services Manager. The term "litigation" includes an assignment for the benefit of creditors, and filings of bankruptcy, reorganization and/or foreclosure.

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Initials for 6

## 7. CONTRACTOR'S REGISTRATION INFORMATION

Offeror's firm verifies and states that they are (check all that apply):

- \_\_\_\_\_ Small Business  
\_\_\_\_\_ Minority Owned Business/Small Disadvantaged Business  
\_\_\_\_\_ Woman Owned Business  
\_\_\_\_\_ Veteran Owned Business  
\_\_\_\_\_ Service-Disabled Veteran Owned Business  
\_\_\_\_\_ HUBZone Business

\_\_\_\_\_  
Initials for 7

## 8. CONTRACTOR PERSONNEL

- a) The Contractor shall appoint one of its key personnel as the "Authorized Representative" who shall have the power and authority to interface with the City and represent the Contractor in all administrative matters concerning this Contract, including without limitation such administrative matters as correction of problems modifications, and reduction of costs.
- b) The Authorized Representative shall be the person identified in the Contractor's Proposal, unless the Contractor provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracts Specialist from the Authorized Representative shall be deemed to have been received from the Contractor.
- c) The Contractor shall appoint a "Point of Contact" (POC) who shall be responsible for the day-to-day management and supervision of the contract performance. Before commencing the contract, the Contractor shall provide the City in writing with information regarding how to contact the POC including, for example, his or her name, telephone number, facsimile number, pager number, if any, address, and information relating to other means of communication.

The individual, \_\_\_\_\_ (Name)  
with position, \_\_\_\_\_ (Title)  
Can be reached at  
Work telephone number: \_\_\_\_\_  
Home telephone number: \_\_\_\_\_  
Cellular telephone number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

\_\_\_\_\_  
Initials for 8

## 9. CONTRACTOR'S CERTIFICATION

The undersigned hereby affirms that:

- a) He/She is a duly authorized agent of the Contractor;
- b) He/She has read and agrees to the City's standard terms and conditions attached.
- c) The offer is presented in full compliance with the collusive prohibitions of the State of Colorado. The Contractor certifies that no employee of its firm has discussed, or compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.
- d) The Contractor certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Contractor in preparing its bid.
- e) By submitting an offer the Contractor certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.

I hereby certify that I am submitting the proposal based on my company's capabilities to provide quality products and/or services on time.

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Initials for 9

### **10. CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:**

The offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals Are ( ), Are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

Have ( ), Have not ( ), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and

Are ( ), Are not ( ) presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in any paragraphs above.

The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.

The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace The awarded Contractor.

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Initials for 10

### **11. ACCEPTANCE OF CITY CONTRACTS SPECIALIST'S SOLE AUTHORITY FOR CHANGES**

The Contractor hereby agrees (if awarded a contract for this effort), that any changes to the scope of work, subsequent to the original contract signing, shall be generated in writing and an approval signature shall be obtained from the City Contracts Specialist prior to additional work performance.

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Initials for 11

## EXHIBIT 7

### **Key Reference and Context Documents for City of Colorado Springs Comprehensive Plan Update**

The following is a list of some of the documents and information sources that are anticipated to have applicability to the Comprehensive Plan update.

#### Adopted City Documents

- Existing Comprehensive Plan (2001)  
<https://coloradosprings.gov/resident-services/planning-development/comprehensive-planning/comprehensive-plan>
- -Corresponding 2020 Land Use Map  
<https://coloradosprings.gov/resident-services/planning-development/land-use-zoning/planning-maps>
- City Infill and Redevelopment Plans <https://coloradosprings.gov/resident-services/planning-development/information/infill-and-redevelopment>
- Intermodal Transportation Plan (2001) with amendments <https://coloradosprings.gov/resident-services/planning-development/maps-data/dab-108-intermodal-transportation-plan>
- City Annexation Plan (2006)  
<https://coloradosprings.gov/resident-services/planning-development/information/long-range-planning-projects>
- Parks, Recreation, Trails and Open Space Master Plan (2014-2015)  
<https://parks.coloradosprings.gov/explore-play/explore/parks/parks-master-plan>
- Airport Master Plan (pending 2015) <https://flycos.coloradosprings.gov/transportation/colorado-springs-airport/about-cos/cos-airport-master-plan-update>
- Bicycle Master Plan (pending)  
<https://coloradosprings.gov/transportation/colorado-springs-bikes/plans-projects/bicycle-master-plan-update>
- Special District Policy and Maps  
<https://coloradosprings.gov/resident-services/planning-development/information/special-districts-0>
- Transit Plans (2015)  
<https://transit.coloradosprings.gov/transportation/public-transportation/about-mmt/transit-planning-studies>

- Academy Boulevard Corridor Great Streets Plan (2011) <https://coloradosprings.gov/resident-services/planning-development/comprehensive-planning/academy-boulevard-corridor-great>
- Imagine Downtown Plan (2010) and Downtown Form Based Code <https://coloradosprings.gov/resident-services/planning-development/land-use-zoning/downtown-form-based-code>
- City Strategic Plans (Executive Branch and City Council) <https://coloradosprings.gov/government/general-information/information/strategic-plan>
- Chapter 7 of City Code (Planning, Development and Building) <https://coloradosprings.gov/resident-services/planning-development/land-use-zoning/city-colorado-springs-code-zoning-and>
- Mixed Use Development Design Manual (2003) <https://coloradosprings.gov/resident-services/planning-development/information/planning-development-publications-and-manuals>
- Hillside Development Design Manual (2000) <https://coloradosprings.gov/resident-services/planning-development/information/planning-development-publications-and-manuals>
- Traditional Neighborhood Development Polices, Standards and Guideline (2002) <https://coloradosprings.gov/resident-services/planning-development/information/planning-development-publications-and-manuals>
- Streamside Design Guidelines (2003) <https://coloradosprings.gov/resident-services/planning-development/information/planning-development-publications-and-manuals>

#### Other Documents

- Pikes Peak Area Council of Governments Regional Transportation Plan <http://ppacg.org/transportation>
- Pikes Peak Quality of Life Indicators <http://www.ppunitedway.org/qli.html>