



**THE CITY OF COLORADO SPRINGS**

**REQUEST FOR PROPOSAL**

**Consultant Services**

**R24-109AL**

**Date Issued: September 12, 2024**

**PARK SYSTEM MASTER PLAN**

The City of Colorado Springs requests Firm Fixed Price (FFP) proposals, as detailed in this Request for Proposal (RFP), for the Park System Master Plan

This RFP is posted to BidNet Direct and the City of Colorado Springs' Procurement Services Website. It is available for all vendors free of charge, following free registration, at the BidNet Direct website.

**SUBMITTALS FOR THIS PROJECT WILL ONLY BE ACCEPTED ON THE BIDNET DIRECT PLATFORM.**

Please login to the following website to register (Free Registration) to submit a bid for this project. All required documents will be uploaded to the website.

<https://www.bidnetdirect.com/>

BidNet Direct Support

800-835-4603

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## SECTION I – PROPOSAL INFORMATION

### 1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements. This RFP is available on BidNet ([www.bidnetdirect.com](http://www.bidnetdirect.com)). All addenda or amendments shall be issued through BidNet Direct and may not be available through any other source.

### 1.1 RFP SCHEDULE OF EVENTS

The RFP schedule of events is as follows:

<b><u>Event</u></b>	<b><u>Date</u></b>
Issue Request for Proposal	Thursday, September 12, 2024
Pre-Proposal Conference	Thursday, September 19, 2024, 9:30AM MT

We will hold a pre-proposal conference via Microsoft Teams with an option to attend in-person. This meeting is not mandatory. However, all Offerors are strongly encouraged to attend. Please use the link below to attend the meeting:

**In-Person Option:**

Palmer Teams Room  
1401 Recreation Way  
Colorado Springs, CO 80905

**Virtual Option:**

Click "[Microsoft Teams](#)" to join  
Meeting ID: 224 943 543 608  
Passcode: 3rPP9j

**Telephone:**

+1 (720) 617-3426,,711109052#  
Phone Conference ID: 711 109 052#

Cut Off Date for First Round Questions	Tuesday, September 24, 2024, 2:00 PM MT
Answers to First Round Questions Posted	Est. Thursday, September 26, 2024
Cut Off Date for Final Questions	Tuesday, October 1, 2024, 2:00 PM MT
Answers to Final Questions Posted	Est. Thursday, October 3, 2024

Questions about the RFP must be submitted electronically to the solicitation in BidNet. A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments. Two rounds of Question and Answer will occur in solicitation R24-109AL. Final Questions must be received no later than 2:00 PM MT, Tuesday, October 1, 2024.

Requests for information or support shall be addressed to:

Alyssa Lee  
[Alyssa.Lee@ColoradoSprings.gov](mailto:Alyssa.Lee@ColoradoSprings.gov)

**DO NOT CONTACT ANY OTHER INDIVIDUAL AT THE CITY OF COLORADO SPRINGS REGARDING THIS SOLICITATION.**

**The only acceptable method of submitting questions is via BidNet to the Contracting Specialist named above. Faxes, email or physical mail delivery are not acceptable.**

Proposal Due Date	Friday, October 11, 2024 12:00 PM MT
Interviews (if applicable)	November 5 – 7, 2024
Award of Contract	Tentatively the week of November 13, 2024
Notice to Proceed	Tentatively December 2024

## **1.2 SUBMISSION OF PROPOSALS**

Proposals are to be submitted electronically on the BidNet Website ([www.bidnetdirect.com](http://www.bidnetdirect.com)). Please review the submission requirements *well in advance* of submission date and time; and allow for ample time to upload each required document.

It is recommended that Offerors begin the submission process at least one (1) day in advance of the proposal deadline.

Offerors are solely responsible for ensuring their bid documents are uploaded and submitted correctly, and that a **confirmation number** is obtained upon successful submission.

Customer Support Team for [www.bidnetdirect.com](http://www.bidnetdirect.com) can be reached 1-800-835-4603.

## **1.3 NUMBER OF COPIES**

Offerors shall submit **one (1) electronic** copy of the proposal documents. Upon submission, all proposal documents shall become and remain the property of the City of Colorado Springs. Proposals are to be submitted electronically on the BidNet Website ([www.bidnetdirect.com](http://www.bidnetdirect.com)).

## **1.4 SPECIAL TERMS**

Please note the following definitions of terms as used herein:

The term “City” means the City of Colorado Springs.

The term “Contractor” or “Consultant” means the Offeror whose offer is accepted and is awarded the contract to provide the products or services specified in the RFP.

The term “Offer” means the proposal.

The term “Offeror” means the person, firm, or corporation that submits a formal proposal or offer and that may or may not be successful in being awarded the contract.

The term “Project” refers to the Park System Master Plan.

The term “Request for Proposal” or “RFP” means this solicitation of a formal, negotiable proposal/offer. Any offer that is accepted will be the offer that is deemed by the City of Colorado Springs to be most advantageous in terms of the criteria designated in the RFP.

## **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 included in proposals must be legible. Any and all corrections and or erasures must be initialed by Offeror. Each proposal shall be accompanied by a cover letter signed 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 include 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 acceptable. Decisions regarding the confidentiality of information will be made when requests are made to make the information public. All offers and parts of offers, which are not marked as confidential, will automatically be 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 issued to this RFP by returning a signed copy of each amendment issued. Signed copies of each amendment must be received on or before the time set for receipt of offers.

The City of Colorado Springs will post all amendments on the BidNet Website ([www.bidnetdirect.com](http://www.bidnetdirect.com)). It is the Offeror's responsibility to check the website for posted amendments or contact the Contracts 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**

Any offer received and not withdrawn shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.

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 90 calendar days from the date of submission deadline.

The City of Colorado Springs reserves the right (a) to reject any or all offers,(b) to waive informalities and minor irregularities in offers received, and/or (c) to accept any portion of an 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 of the offer 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 is the Offeror's total and sole responsibility.

#### **1.11 AWARD**

The City of Colorado Springs intends to make an award using the evaluation criteria listed in this RFP to determine the best value, considering all factors and criteria in the proposals submitted. Best value means the expected outcome of an acquisition that, in the City's estimation, provides the greatest overall benefit in response to the requirements detailed in the RFP. The City of Colorado Springs reserves the right to reject any or all offers and to not make an award.

#### **1.12 PERFORMANCE PERIOD**

The performance period for the project detailed in this RFP is January 1, 2025 through December 31, 2026.

#### **1.13 DEBRIEFING**

Offerors not selected may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their proposal upon receipt of notification that their offer was not selected.

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

#### **1.14 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 offerors to put in a false or sham proposal; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing an offer or proposal; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other offerors 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 City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations.

#### **1.15 OFFEROR'S QUALIFICATIONS**

Each Offeror must complete Exhibit 2 – Solicitation Qualification Document.

No contract will be awarded to any Offeror who is in arrears to the City, upon any debt or contract, or who is in default, in any capacity, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City based on past performance.

#### **1.16 NON-COLORADO ENTITIES**

If Offeror is a foreign entity, Offeror shall comply with C.R.S. section 7-90-801, "Authority to transact business or conduct activities required," and section 7-90-802, "Consequences of transacting business or conducting activities without authority."

Before or at the time that the contract is awarded to an entity organized or operating outside the State of Colorado, such entity 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 entity 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. The entity shall also provide the City with a certified copy of the designation of place of business and appointment of agent for service of process from the Colorado Secretary of State, 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.

#### **1.17 PROCUREMENT RULES AND REGULATIONS**

All 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 website [www.coloradosprings.gov](http://www.coloradosprings.gov). The Contracts Specialist may also provide a softcopy of the Rules and Regulations upon request. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations, when applicable. It is the Offeror's responsibility to advise the Contracts Specialist listed in this RFP of any perceived discrepancies prior to the date and time the offer is due.

#### **1.18 FAIR TREATMENT OF OFFERORS**

The City Procurement Services Division shall be responsible for ensuring the procurement of products, commodities, and services are in a manner that affords all responsible businesses a fair and equal opportunity to compete. If an Offeror believes that a procurement is not conducted in a fair and equitable manner, the Offeror is encouraged to inform the City Procurement Services Manager as soon as possible.

#### **1.19 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- A. Sections I-IV of this Solicitation
- B. Statement of Work
- C. Other Appendices, Schedules, Exhibits, or Attachments

#### **1.20 SALES TAX**



The successful Offeror, if awarded a contract, shall apply to the Colorado Department of Revenue for a tax-exempt certificate for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable and should be included in all proposals. The tax exempt project number and the exemption certificate only apply to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. In these instances, the purchase or rental is subject to full taxation at the current taxation rate.

The Offeror and all subcontractors shall include in their Offer City of Colorado Springs Sales and Use Tax on the work covered by the offer, and all other applicable taxes.

Forms and instructions can be downloaded at <https://coloradosprings.gov/sales-tax>. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or [SalesTax@coloradosprings.gov](mailto:SalesTax@coloradosprings.gov).

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

## **1.21 INTERPRETATION OF PLANS AND SPECIFICATIONS**

Any change to proposal forms, plans, or specifications prior to the opening of proposals will be issued by the City in the form of an Amendment. Certain individuals may be named in the RFP that have authority to provide information, clarification or interpretation to Offerors prior to opening of proposals. Information obtained from persons other than those named individuals is invalid and shall not be used for proposal purposes.

## **1.22 COMBINATION OR CONDITIONAL PROPOSALS**

If an RFP is issued for projects in combination and separately, the Offeror may submit proposals either on the combination or on separate units of the combination. The City reserves the right to make awards on combination or separate proposals to the advantage of the City. Combination proposals will be considered, only when specified.

## **1.23 ANTI-COLLUSION AFFIDAVIT**

The Offeror by signing their proposal submitted to the City is certifying that the Offeror has not participated in any collusion or taken any action in restraint of free competitive bidding. This statement may also be in the form of an affidavit provided by the City and signed by the Offeror. The original of the signed anti-collusion affidavit, if separately required and provided with the RFP, shall be submitted with the proposal. The proposal will be rejected if it does not contain the completed anti-collusion affidavit.

## SECTION II – PROPOSAL CONTENT

### 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

Offeror's written proposal should include concise, but complete, information, emphasizing why the Offeror is best or best qualified to provide the required services. The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than twenty-five (25) pages. **A page shall be defined as 8-1/2" x 11"; single sided, with one-inch margins, and a minimum font of Times New Roman 10.** The only exception to the 8-1/2" x 11" paper size is the proposed project schedule. It may be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. Each section of the proposal should be labeled to clearly follow the requirements sections identified in this section of the RFP. The following listed Exhibits must be filled out and returned with the proposal and are not counted against the page limit:

Exhibit 2 Solicitation Qualification Document  
Appendix A Cost Proposal  
Appendix B Key Personnel Volume, Offeror to Provide (Include Resumes)  
Acknowledged Addenda, if applicable

### 2.2 COVER LETTER

The cover letter shall be no more than three pages. The cover letter shall contain at least the following information and does not count against the page limit

- A. RFP Number and Project Name.
- B. Statement that the Offeror is qualified to perform the work.
- C. Certification Statement that the information and data submitted are true and complete to the best knowledge of the individual signing the letter.
- D. Name, telephone number, email address, and physical address of the individual to contact regarding the proposal.
- E. The signature of an authorized principal, partner, or officer of the Offeror.

### 2.3 PROPOSAL CERTIFICATION

The Offeror must fill out and submit Exhibit 2 with its Proposal.

### 2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

The Offeror must provide a brief history and overview of **its team lead** company and its organizational structure, with special emphasis on how this project will fit within that structure. Also include principal place of business location(s), office locations and size of firm. An assessment of financial stability is not requested at the time of publication of this solicitation but may be requested or required during the evaluation process.

## 2.5 EXPERTISE AND QUALIFICATIONS

In this section, the Offeror must demonstrate that it meets and/or exceeds all requirements regarding expertise and qualifications of personnel proposed to complete the work defined in the Statement of Work/Scope of Services of this RFP. Qualifications of personnel are considered of the essence of the services provided. Therefore, the Offeror must provide information on Key Personnel who will be the personnel performing the consulting services.

### A. Relevant Experience

In the Expertise and Qualifications Area, the Offeror should provide at least three references or identify contracts demonstrating that it successfully provided services and has experience in park system master planning, outreach with successful and implemented outcomes that are the same or similar to those described in the Statement of Work. The proposal should adequately explain the successful outcomes of the projects. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the Offeror provide relevant past performance citations that describe past successes and demonstrates the added value they'll bring to the City due to experience
2. Experience and expertise in advising park agencies on planning, outreach, development, and operations of parks, recreation programs and facilities and cultural services.
3. Ability to actively involve **all levels of Parks** staff and stakeholders throughout the project.

### B. Key Personnel

In the Expertise and Qualifications Area, resumes must be provided for all personnel who would be performing work on the resultant Contract. Resumes must be provided under separate cover in Appendix B to the solicitation and do not count toward the proposal page count. Resumes do not count toward the page limit. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions. Explain how the key personnel were related to the projects cited as relevant past performance.

1. Does the Offeror provide complete resumes for all key personnel, including subcontractors, to include education, experience, background information, accomplishments, and other pertinent information?
2. How well do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently?
3. What certifications, licenses, experience, etc. do the key personnel possess?
4. Does Offeror state how key personnel are committed and available for this project, especially regarding schedule and level of effort? Please include team's approach to manage staff turnover.

## 2.6 PROJECT APPROACH

In the Project Approach area, the Offeror should clearly and concisely present a proposed project vision and process, representing a statement of understanding and how they will accomplish project tasks defined in the Statement of Work. Sound innovations, efficiencies, and detail specifics are all encouraged, to include value added to the contract.

### A. Overall Operation and Management Plan

The Offeror should provide a brief plan of operation summary, 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 availability of the project team (including subconsultants) identified to work on this project in conjunction with their other work assignments. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions:

1. Describe the Offeror's overall approach to managing this project. What strategies will the Offeror's team employ to achieve a thorough and clear understanding of the City's goals?
2. Based on the information provided in the RFP, identify two (2) key challenges to the project, and for each challenge:
  - a. Propose a strategy to mitigate potential risk;
  - b. Identify any unique approaches, strengths or resources that the Offeror will employ to implement the strategy and ensure the project meets its goals.
  - c. Describe proposed approach to unknown issues such as contingencies, allowances and escalation plans.
3. Based on the information provided in the RFP, identify two (2) benefits to park agency assessment and evaluation and provide examples from your experience.

#### B. Methodology and Approach

The Offeror should provide a summary of its philosophy to developing master plans for parks and open space and should describe its approach to achieving the goals and requirements outlined in the Scope of Work at Exhibit 3. It is highly recommended that the Offeror provide sufficient detail to address the following items:

1. Describe the Offeror's process to manage scope, cost and schedule..
2. The Offeror should provide a project timeline to include project milestones and expected deliverables.
  - a. Provide Offeror's approach to public engagement based on the information provided in the Statement of Work. Describe any assumptions under which the proposed schedule was developed, including proposed durations, sequencing and logic, and key personnel availability for determining manpower projections.

## 2.7 COST PROPOSAL

In the Cost Proposal, the Offeror should complete Appendix A, Cost Volume. Additionally, Offeror shall provide a detailed breakdown of the price for each activity within the project's period of performance. The price must be all-inclusive and include all unit costs for material, labor, other direct costs (e.g. travel), indirect costs (i.e. printing, overhead and general and administrative costs), and profit/fee. Additionally, Offerors shall provide an hourly rate sheet for assigned personnel with sufficient detail to allow insight into the fairness and reasonableness of the price, to include labor categories, labor rates, separated profit, and estimated material costs.

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

- A. How does the price compare to the industry competition?

- B. If low, is it unrealistically low?
- C. If high, is there demonstrated added value for the additional cost?
- D. Is the price itemized, so that it is clear how the cost was built? If so, do the costs look appropriate for the task?
- E. Does the Offeror leave applicable costs out of the calculations? For instance, some will say travel is not included and will be an extra cost. This should be considered when comparing to other Offerors.
- F. Are there additional costs not addressed that the City would incur if the Offeror were awarded the contract? If so, include those costs when comparing to the budget amount and the competition.

## **2.8 PROPOSAL PRESENTATION**

Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

## **2.9 EXCEPTIONS**

All Offerors must complete Exhibit 2, Solicitation Qualification Document, and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

## **2.10 INSURANCE REQUIREMENTS**

All Offerors must complete Exhibit 2, Solicitation Qualification Document, and return with their proposal. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.

## SECTION III – EVALUATION FACTORS

### 3.0 EVALUATION AND AWARD

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

### 3.1 EVALUATION CRITERIA

#### 3.1.1 EXPERTISE AND QUALIFICATIONS

See Section II – Item 2.5

#### 3.1.2 PROJECT APPROACH

See Section II – Item 2.6

#### 3.1.3 COST PROPOSAL

See Section II – Item 2.7

#### 3.1.4 PROPOSAL PRESENTATION

See Section II – Item 2.8

#### 3.1.5 EXCEPTIONS AND INSURANCE

See Section II – Items 2.9 and 2.10

### 3.2 RANKING

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

- First: Expertise and Qualifications
- Second: Cost Proposal
- Third: Project Approach
- Fourth: Proposal Presentation

Exceptions and Insurance areas will be scored as pass or fail. Failure in this area may result in disqualification from award.

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:

**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.

#### 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 factor for each area is:

<b>Area</b>	<b>Area Evaluation Factor</b>
Expertise and Qualifications:	0.40
Cost Proposal	0.25
Project Approach:	0.25
Proposal Presentation:	0.10

There are 100 total points available.

#### 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.

### 3.3 SELECTION COMMITTEE

A selection committee will review all proposals. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the Offerors whose proposals are deemed to be unacceptable. Those Offerors 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. The intent of the forced elimination

process is to reach consensus. The decision will be based on all relevant factors and based upon perception of best value. The final decision may or may not exactly reflect scoring ranking.

The City also reserves the right to request best and final offers from all Offerors at any point in the proposal evaluation process.

### **3.4 AWARD OF CONTRACT**

It is anticipated that there will be negotiations or discussions with Offerors. However, the City reserves the right to award without negotiations or discussions. The City also reserves the right to award a contract not necessarily or merely to the Offeror with the most advantageous price. The City intends to award 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 successful Offeror 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 successful Offeror may be expected to attend regular meetings as required by the City to assist in the preparation for startup.



## SECTION IV – SPECIAL CONTRACT TERMS AND CONDITIONS

### 4.0 SPECIAL CONTRACT TERMS AND CONDITIONS/SPECIAL SOLICITATION PROVISIONS

In addition to the special contract terms and conditions listed below, the City's sample contract, provided at Exhibit 1, contains the contract terms and conditions that will apply to any contract awarded from this solicitation.

#### 4.1 ADA STANDARDS

It is a requirement of the City and required by law that any new or renovated facility meet the scoping and technical requirements of the 2010 ADA Standards for newly designed and constructed or altered local government facilities, public accommodations, and facilities. The selected Design Professional shall design the project so it both conforms to the 2010 ADA Standards, as applicable and as amended, and is readily accessible to and usable by individuals with disabilities. The selected Contractor shall build the project so it both conforms to the 2010 ADA Standards, as applicable and as amended, and is readily accessible to and usable by individuals with disabilities. Facilities that are designed, constructed, and/or altered facilities that meet or exceed the IBC 2015/ANSI A117.1 2009, used by Pikes Peak Regional Building Department, will be accepted as meeting or exceeding the 2010 ADA Standards.

#### GENERAL

Contractor acknowledges the City is subject to Title II of the Americans with Disabilities Act ("ADA") and other laws that prohibit public entities from excluding from participation in, denying the benefits of, or discriminating against qualified individuals with disabilities on the basis of disability in the entity's services, programs, and activities and agrees to comply with the following requirements as applicable to the goods or services that are the subject of this Agreement.

1. Videos for public dissemination must be captioned. This non-inclusive list could include training program videos for the public, for web content or even a museum setting. If the goods or services that are the subject of this Agreement are being purchased by the City to enhance or augment a City program, service, or activity, then the materials must be captioned.
2. Digital documents must be properly formatted and accessible. Digital documents intended for public use must meet accessibility guidelines as required by the City's Administrative Regulation 2020-02, as it now exists or is amended, (examples include: doc, .docx, .xlsx, .pptx, .pdf, .jpg). Exclusions to this requirement can be found on page four (4) of Administrative Regulation 2020-02 and include:
  - a. Blueprints
  - b. Architectural Drawings
  - c. Diagrams displaying information that is also provided in narrative text
  - d. Complex and/or atypical images and diagrams
  - e. Scanned historical publications
  - f. Handwritten correspondence
  - g. Technical drawings
  - h. Site plans, development plans, and maps
  - i. Complex and comprehensive tables and charts

- j. Note: Information intended for the public contained in document types excluded under Administrative Regulation 2020-02 must be made available to the City by Contractor in other accessible formats upon request. The City requests that content be delivered in an accessible format regardless of exclusion if possible.
  - k. More information on document accessibility can be found on the City's Accessible Digital Documents Reference Page
- 3. Kiosks purchased for public use must adhere to the City's adopted Kiosk Accessibility Standards
- 4. Software Statement of Accessibility from the vendor is required for all purchases of software for programs the public will use.
  - a. A certificate of WCAG 2.0 (AA) or higher minimal compliance will be requested and required. In the alternative the City can accept a certificate of 508 compliance. Typically, these are going to be "plug in play" software programs for such things as vendor payments, customer service surveys and citizen requests. Learn more about the City's Procurement of Accessible Information Technology policy.
- 5. The City maintains a list of technical resources for other ADA related Works:
  - a. ADA/City Standards for Public Right of Way for Sidewalks, Protruding Objects and Vertical Clearance
  - b. Pedestrian Accessibility in the Public Way During Construction
  - c. ADA Restroom Requirements and Considerations
  - d. ADA Requirements and Considerations: Dining and Work Surface Requirements
  - e. ADA Requirements and Considerations: Sales and Service Counters

### **Documentation of Accessibility**

Within 10 days of the City's written request, Contractor will provide the City with accessibility testing results and/or other written documentation as assurance and verification of the state of accessibility required. Documentation of accessibility as required by the City's Administrative Regulation 2020-02 and the City's Accessible IT Procurement policy is considered to be:

- 1. A current VPAT (2020), which can be found at <http://www.itic.org/policy/accessibility>, or
- 2. A completed copy of the City's Accessibility Checklist, which can be found at [https://coloradosprings.gov/sites/default/files/accessible\\_it\\_procurement\\_002.pdf](https://coloradosprings.gov/sites/default/files/accessible_it_procurement_002.pdf), or
- 3. An independent third-party evaluation from an accessibility consultant.

### **Resolution of Accessibility Matters**

The City, in its sole discretion and at its own expense, may choose to obtain an independent assessment of Contractor's compliance with these requirements but will not be responsible for doing so. If the City so chooses to obtain an independent assessment, then upon the City's notice or request to Contractor, Contractor shall:

- 1. Provide a Point of Contact (including name, address, phone number, and email address) specifically to confer with the project manager on accessibility matters.
- 2. Promptly respond to complaints about accessibility made or received by the City related to Contractor's performance of this Agreement.

**SECTION V – EXHIBITS, APPENDICIES AND SCHEDULES**

**5.0 EXHIBITS, APPENDICIES AND SCHEDULES**

- Exhibit 1 Sample Contract
- Exhibit 2 Solicitation Qualification Document
- Exhibit 3 Scope of Work
- Exhibit 4 Sample Evaluation Scoresheet
- Appendix A Cost Proposal
- Appendix B Key Personnel

**EXHIBIT 1 SAMPLE CONSULTANT SERVICES CONTRACT**

Contract Number:		Project Name/Title	Park System Master Plan
Vendor/Contractor			
Contact Name:		Telephone:	
Email Address:			
Address:			
Federal Tax ID #		Please check one:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership
City Contracting Specialist			
		City Dept Rep	
NOT TO EXCEED Contract Amount:		City Account #	
Contract Type:		Period of Performance:	January 1, 2025 through December 31, 2026

**1. INTRODUCTION**

THIS Firm Fixed Price CONTRACT ("Contract") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024 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, (the "City"), and \_\_\_\_\_ (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

The City has heretofore prepared the necessary Contract Documents for the following Activity: Park System Master Plan.

The Contractor did on the \_\_\_ day of \_\_\_\_\_, 2024 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

1. This Contract Document
2. Appendix A – Additional Terms and Conditions
3. Appendix B – Contractor’s Proposal
4. Appendix C – Statement of Work
5. Appendix D – Project Schedule
6. Appendix E – Insurance Requirements

**2. COMPENSATION/CONSIDERATION**

THIS FIRM FIXED PRICE CONTRACT is established at firm fixed amount of \$xxxxxxx.

Subject to the terms and conditions of the Contract Documents, Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform Mowing and Landscape Maintenance services for the City of Colorado Springs in a good and workmanlike manner to the satisfaction of the City for the total contract amount designated above and in the Notice of Award, to be paid by the City to the Contractor.

### 3. TERM OF CONTRACT

Contractor will start work promptly after the Notice to Proceed and continue to work diligently until completed. The Contractor shall complete all work on an as ordered basis throughout the Contract period which is January 1, 2025 through December 31, 2026 ("Period of Performance") as per the specifications.

The Contractor shall provide a two-year guarantee on all work performed under this Contract after the job has been completed and accepted.

### 4. INSURANCE

The Contractor shall provide and maintain acceptable Insurance Policy(s) consistent with the Minimum Insurance Requirements attached as Appendix E, which includes Property, Liability and Professional Errors and Omissions coverage, and as otherwise listed in Appendix E. The City of Colorado Springs shall be reflected as an additional insured on the Property and Liability policy(s).

Further, Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future City comprehensive, self, or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contractor that will sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services which are to be provided by Contractor pursuant to this Contract, including protection from claims for bodily injury, death, property damage, and lost income. Contractor shall provide worker's compensation insurance coverage for Contractor and all Contractor personnel. Contractor shall file applicable insurance certificates with the City and shall also provide additional insurance as indicated in this Contract. ***A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF SERVICES LISTING THE CITY AS ADDITIONALLY INSURED.***

### 5. RESPONSIBILITY OF THE CONTRACTOR

- A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Scope of Work services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in services provided under this Contract to the satisfaction of the City.
- B. The City's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.
- C. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.

- D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

## **6. WORK OVERSIGHT**

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

## **7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS**

- A. Any subcontractor, 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's Project Manager's written consent before making any substitution of these subcontractors, associates, or other contractors.
- B. The Contractor shall include a flow down clause in all of its subcontracts, 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 the Contract Documents, to be incorporated into 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 subcontractors, outside associates, and other contractors.

## **8. KEY PERSONNEL**

The key personnel listed in the proposal and/or below 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 Project Manager. Any substitute shall have the same or a higher standard of qualifications that the key personnel possessed at the time of Contract award.

## **9. START AND CONTINUANCE OF WORK**

It is further agreed that the Contractor will start work promptly and continue to work diligently until this Contract is completed.

**10. APPROPRIATION OF FUNDS**

This Contract 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 Contract, 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 Contract 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 Contract, 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 Contract.

**11. CHANGES**

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. The Contractor and the City further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any change which increases or decreases the Contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor is 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, and such change order is signed by the authorized City representative, as defined below. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional, 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.

No change, amendment, or modification to this Contract shall be valid unless duly approved and issued in writing by the City of Colorado Springs Procurement Services Division. The City shall not be liable for any costs incurred by the Contractor resulting from work performed for changes not issued in writing by the City of Colorado Springs Procurement Services Division.

The following personnel are authorized to sign changes, amendments, or modifications to this Contract.

The Department Manager: up to \$149,999.99

The City of Colorado Springs Deputy Chief of Staff: \$150,000.00 to \$499,999.99  
The City of Colorado Springs Chief of Staff: \$500,000.00 to \$1,999,999.99  
The Mayor of Colorado Springs: Unlimited

## **12. ASSIGNMENT**

No assignment or transfer by the Contractor of this Contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the prior written approval of the City and the surety has been given due notice of such assignment. Such written approval by the City shall not relieve the Contractor of the obligations under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be included in the assignment:

It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

## **13. CHOICE OF LAW**

This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado home rule city. Court venue and jurisdiction shall be exclusively in the Colorado District Court for El Paso County, Colorado. The Parties agree that the place of performance for this Contract is deemed to be in the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

## **14. WORKERS' COMPENSATION INSURANCE**

Contractor shall take out and maintain during the Period of Performance, 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 subcontractor to provide the same coverage for the subcontractor and subcontractor's employees. Workers' Compensation Insurance shall include occupational disease provisions covering any obligations of the Contractor in accord with the provisions of the Workers' Compensation Act of Colorado.

## **15. INDEMNIFICATION**

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. The indemnification obligation shall survive the expiration or termination of this Contract

## **16. INDEPENDENT CONTRACTOR**

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 City shall not provide any direction to the Contractor on the work necessary to complete the project. Contractor understands that it is an independent contractor responsible for knowing how to perform all work or tasks necessary to complete project. The Contractor understands and agrees that the Contractor and the Contractor's employees, agents, servants, or other personnel are not City employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or any of the Contractor's employees, agents, servants or other personnel performing services or work under this Contract, whether it is of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither the Contractor nor the Contractor's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

## **17. APPLICABLE LAW AND LICENSES**

In the conduct of the services or work contemplated in this Contract, the Contractor shall ensure that the Contractor and all subcontractors comply with all applicable state, federal and City and local law, rules and regulations, technical standards or specifications. The Contractor shall qualify for and obtain any required licenses prior to commencement of work.

## **18. PRIOR AGREEMENTS**

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.

## **19. INTELLECTUAL PROPERTY**

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and possesses any and all ownership rights and interests to any work products of the Contractor made under this Contract, including any and all copyright, trademark, or patent rights, and that compensation to the Contractor for Agreement and acknowledgment of this intellectual property right section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of the parties that the City shall have full ownership and control of the Contractor's work products produced pursuant to this Contract, and the Contractor specifically waives and assigns to the City all rights which Contractor may have under the 1990 Visual Artists Rights Act, federal, and state

law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this intellectual property rights provision shall act as an irrevocable assignment to the City by the Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items writings, designs, models, examples, or other work product in any and all countries. It is the Contractor's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Contractor agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by the Contractor; further, the parties expressly agree that the provisions of this intellectual property rights section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

## **20. WAIVERS**

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.

## **21. THIRD PARTIES**

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.

## **22. TERMINATION**

### **A. Termination for Convenience.**

By signing this Contract, Contractor represents that it is a sophisticated business and enters into the Contract voluntarily, has calculated all business risks associated with this Contract, and understands and assumes all risks of being terminated for convenience, whether such risks are known or not known. Contractor agrees that the City may terminate this Contract at any time for convenience of the City, upon written notice to the Contractor. Contractor expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Contractor begins

any work or portion of the work. Contractor further expressly agrees and assumes the risks that the City shall not be liable for any unperformed work, anticipated profits, overhead, mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature, if Contractor has started or performed portions of the Contract prior to receiving notice from the City. The City shall be liable only for the portions of work Contractor actually satisfactorily completed up to the point of the issuance of the Notice of Termination for convenience. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

B. Termination for Cause: The occurrence of any one or more of the following events ("Event of Default") will justify termination for cause:

- i. Contractor's failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.
- ii. Contractor's disregard of the laws or regulations of any public body having jurisdiction.
- iii. Contractor's disregard of the authority of Project Manager.
- iv. Contractor's violation in any material provision of the Contract Documents.
- v. Contractor's failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.
- vi. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) Calendar Days after it is filed.
- vii. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.
- viii. Contractor fails to commence correction of defective work or fails to correct defective work within a reasonable period of time after written notice.

If one or more of the events identified in Paragraphs i-viii above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will provide Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the Event of Default. If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) days after the date of the

written notice or such plan is unacceptable to the City, the City may, give Contractor (and the Surety, if any) written notice that Contractor's services are being terminated for cause. Upon delivery of the termination notice, City may terminate the services of Contractor in whole or in part, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, equipment, and machinery at the project site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to obtain the lowest price for the work performed. Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

Where Contractor's services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor or Surety then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by City will not release Contractor from liability.

- C. Termination Notice. Upon receipt of a termination notice, whether for convenience or cause, the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
- D. Removal of Equipment. Except as provided above, in the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

### **23. BOOKS OF ACCOUNT AND AUDITING**

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

The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all documentation available for

examination at the Auditor's request at either the Auditor's or Contractor's offices, and without expense to the City.

## **24. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986**

Contractor certifies that Contractor has complied with the United States Immigration Reform and Control Act of 1986. All persons employed by Contractor for performance of this Contract have completed and signed Form I-9 verifying their identities and authorization for employment.

## **25. LABOR**

The Contractor shall employ only competent and skilled workmen and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees. The Project Manager shall have the authority to order the removal from the work of any person, including Contractor's or any subcontractor's employees, who refuses or neglects to observe any of the provisions of these Plans or Specifications, or who is incompetent, abusive, threatening, or disorderly in conduct and any such person shall not again be employed on the Project.

In no event shall the City be responsible for overtime pay.

## **26. GRATUITIES**

- A. This Contract may be terminated if the Mayor, the Mayor's designee, and/or the Procurement Services 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.
- B. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.
- C. 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 project. 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.

## **27. NON-DISCRIMINATION**

- A. In accord with section 24-34-402, C.R.S., Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 as amended, all applicable federal and state laws, the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

- B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

**28. ORDER OF PRECEDENCE**

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

- A. This Contract document with its terms and conditions
- B. The Statement of Work
- C. Other Appendices, Attachments, Exhibits, or Schedules

**29. HEADINGS**

The section headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

**30. DISPUTES**

- A. All administrative and contractual disputes arising from or related to this Contract shall be addressed in the following manner:
  - i. If either Party disputes or disagrees with a Contract term or the other Party’s interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
  - ii. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.
  - iii. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
  - iv. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.
  - v. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.
  - vi. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City. For purposes of this Contract,

termination for convenience shall not be deemed a dispute. The City of Colorado Springs and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

### **31. DELIVERY**

The City may cancel this Contract or any portion thereof if delivery is not made when and as specified, time being of the essence in this Contract. Contractor shall pay the City for any loss or damage sustained by the City because of failure to perform in accordance with this Contract.

### **32. PAYMENTS**

All invoices shall be sent to the Project Manager identified in this Contract.

The City will pay the Contractor, upon submission of proper invoices, the prices stipulated in the Contract for services rendered and accepted, less any deductions provided in this Contract within 30 days (Net 30). The City will not pay late fees or interest. Any discount payment terms offered on the invoice may be taken by the City.

Each invoice must contain at least the following information:

Contract number, issued purchase order number, invoice number, invoice date, timeframe covered by invoice, type and amount of labor and materials used for that time period, dollar amount in unit price, extended price, and total value of invoice.

### **33. INSPECTION OF SERVICES**

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the services furnished under this Contract conform to Contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any City inspection and testing required in the Contract's specifications, except for specialized inspections or tests specified to be performed solely by the City.

- A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during Contract performance and for as long afterwards as the Contract requires.
- C. The City has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The City will perform inspections and tests in a manner that will not unduly delay the work.

- D. If the City performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

### **34. SECURITY**

The City maintains security requirements regarding access to City buildings and other City workplaces and worksites on City property. All Contractor personnel accessing City buildings, workplaces, or worksites, may be required to produce a valid, Government issued picture identification. Contractor personnel lacking such identification may not be allowed access to such sites. No costs incurred by the Contractor due to City security requirements shall be allowable or payable under this Contract.

### **35. TIME IS OF THE ESSENCE**

In as much as the Contract concerns a needed or required service, the terms, conditions, and provisions of the Contract relating to the time of performance and completion of work are of the essence of this Contract. The Contractor shall begin work on the day specified and shall prosecute the work diligently so as to assure completion of the work within the number of calendar days or date specified, or the date to which the time for completion may have been extended.

### **36. EMPLOYMENT OF LABOR**

The Contractor shall comply with and defend and hold the City harmless from any violation of all laws and lawful rules and regulations, both of the State of Colorado and of the United States, relating to Workmen's Compensation, unemployment compensation, Social Security, payment for overtime, and all other expenses and conditions of employment under this Contract.

### **37. SALES TAX**

The Contractor must have a tax-exemption certificate from the Colorado Department of Revenue for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable. The tax-exempt project number and the exemption certificate only applies to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. Such purchases and rentals are subject to full applicable taxation.

All contracts with subcontractors must include the City of Colorado Springs Sales and Use Tax on the work covered by the Contract, and other taxes as applicable.

Note: For all equipment, materials and supplies incorporated into the work purchased from vendors or suppliers not licensed to collect City Sales Tax (i.e. out of state suppliers, etc.), City Use Tax is due and payable to the City. The Contractor shall execute and deliver and shall cause the Contractor's subcontractors to execute and deliver to the City Sales Tax Office, the appropriate ST forms as designated by the City Sales Tax Office. These forms shall list all said equipment, materials and supplies and the corresponding use tax due, along with payment for



said taxes. Any outstanding taxes due may be withheld from the final payment due the Contractor and may result in suspension of Contractor from bidding on City projects.

Forms and instructions can be downloaded at <https://coloradosprings.gov/sales-tax>. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or [SalesTax@coloradosprings.gov](mailto:SalesTax@coloradosprings.gov).

Our Registration Numbers are as follows:  
City of Colorado Springs  
Federal I.D.: 84-6000573  
Federal Excise: A-138557  
State Sales Tax: 98-03479

The Contractor's payment or exemption of State of Colorado, El Paso County and City Sales and Use Taxes shall be as specified herein.

### **38. SEVERABILITY**

If any terms, conditions, or provisions of this Contract shall be held unconstitutional, illegal, or void, such finding shall not affect any other terms, conditions, or provisions of this Contract.

### **39. LIABILITY OF CITY EMPLOYEES**

All authorized representatives of the City are acting solely as agents and representatives of the City when carrying out and exercising the power or authority granted to them under the Contract. There shall not be any liability on them either personally or as employees of the City.

### **40. USE OF CITY NAME OR LOGO**

Except as otherwise provided in this Contract, the Contractor shall not refer to this Contract or the City of Colorado Springs in any advertising or promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the City of Colorado Springs, its employees, or its Departments, or is considered by these entities to be superior to other products or services. Any use of the name or logo of the City of Colorado Springs in advertising or promotions must be approved in writing by the City of Colorado Springs Contracts Specialist assigned to the Contract prior to such use.

### **41. TRAVEL**

If travel expenses are included as a line item in this Contract, all travel expenses incurred and billable by the Contractor are subject to City approval. Air travel shall be limited to the round trip "economy coach" fare. Travel from the Colorado Springs Airport is encouraged. Unless there are extenuating circumstances, the Contractor should take advantage of lower airfares by purchasing tickets more than 14 days in advance of travel. In-state travel by air must be more economical than travel by private vehicle. Use of a private vehicle may be reimbursed per mile at the current rate published by the IRS annually. Short-term parking, long-term parking or cab fare associated with airport departure and arrival may be allowable expenses. Valet parking will not be allowed unless it is the least expensive or only option. Car rental rates may be reimbursed for car rentals no greater than the intermediate or standard classification. The City will not reimburse any other travel methods or expenses. The City will pay for lodging, meals, and miscellaneous expenses on a per diem basis only, in accordance with the current per diem rates published by the IRS

annually. The City will not pay for Contractor expenses exceeding the per diem rates. Receipts for all reimbursable expenses must be provided with the Contractor's invoice.

#### **42. ELECTRONIC SIGNATURES**

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence and (iii) enforceable in accordance with its terms.

#### **43. APPENDICES**

The following Appendices are made a part of this Agreement:

1. Appendix A – Additional Terms and Conditions
2. Appendix B – Contractor's Proposal
3. Appendix C – Statement of Work
4. Appendix D – Project Schedule
5. Appendix E – Insurance Requirements

**CONTRACT SIGNATURE PAGE**

**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>SECOND PARTY:</b> <b>SAMPLE CONTRACT ONLY</b>	
Corporate Name	
Signature	Date
Title	

**EXHIBIT 2 SOLICITATION QUALIFICATION DOCUMENT**

Follows this page



**SOLICITATION QUALIFICATIONS DOCUMENTS**

Please complete all sections of this document including the Solicitation Certification, Representations and Certifications, Qualification Statement, Exceptions, Minimum Insurance Requirements, and Signature Page.

Please submit all completed documents with your bid/proposal and sign the Minimum Insurance Requirements and Signature Page.

Solicitation:

Solicitation Number:

Firm Name:

Date:

Address:

Federal Tax ID #:

Tax Classification:

Sole Proprietorship

Partnership

C Corporation

S Corporation

LLC

Nonprofit

DUNS Number:

**OFFEROR REPRESENTATIVE**

Offeror has appointed the following as the offeror's representative and contact for all questions or clarifications in regard to this offeror.

Name:

Telephone:

E-mail:



## SOLICITATION CERTIFICATION

### PLACE OF BUSINESS

Company's Principal Place of Business

Does Offeror Have an established office or facility in Colorado Springs?    YES            NO

If Yes, Indicate address below if different from principal place of business.

Year Facility Was Established

Percent of Work to be performed from principal place of business.

Percent of Work to be performed from Colorado Springs Facility

### INSURANCE

Indicate your ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements Exhibit. (The certificate of insurance must reflect the City of Colorado Springs as an Additional Insured, as applicable.)

*Initial Here*

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

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

YES

NO

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

YES

NO

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

## **FINANCIAL STATEMENTS**

Current Financial Statements are not required for this solicitation.

Current Financial Statements are required for this solicitation. Please include financial statements as a separate document with your proposal.

*Initial Here*

## **COMPLETED PROPOSAL**

Provide the completed and signed proposal. (Proposals must be identified as specified in this RFP document). All required Exhibits are attached.

*Initial Here*







## REPRESENTATIONS AND CERTIFICATIONS

### 1. INSURANCE REQUIREMENTS

Offeror 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, Offeror 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 Offeror’s proposal.

*Initial Here #1*

### 2. ETHICS VIOLATIONS

- a) The Offeror 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) Offeror certifies the Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City’s Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City’s Procurement Rules and Regulations
- c) When the Offeror has reasonable grounds to believe that a violation described in this clause may have occurred, the Offeror shall promptly report the possible violation to the City Contracts Specialist in writing.
- d) The Offeror must disclose with the signing of this proposal, 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 ten percent (10%) or more in the Offeror’s firm or any of its branches.
- e) In addition, the Offeror must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracts Specialist.
- f) The Offeror shall not engage in providing gifts, meals or other amenities to City employees. The right of the Offeror to proceed may be terminated by written notice issued by City Contracts Specialist if Offeror 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.
- g) The Offeror shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the Offeror will properly compensate the City.
- h) The Offeror agrees to incorporate the substance of this clause (after substituting “Contractor” for “Offeror”) in all subcontracts under this offer.

*Initial Here #2*



### **3. COOPERATION WITH OTHER CONTRACTORS**

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

*Initial Here #3*

### **4. INTERNET USE**

Should the Offeror 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 any awarded contact.

*Initial Here #4*

### **5. LITIGATION**

If awarded a contract, Offeror 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 Offeror 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.

*Initial Here #5*

### **6. CONTRACTOR'S REGISTRATION INFORMATION**

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

Large Business (i.e. do not qualify as a small business or non-profit)

Nonprofit

Small Business

Minority Owned Business/Small Disadvantaged Business

Woman Owned Business



Veteran Owned Business

Service-Disabled Veteran Owned Business

HUBZone Business

Note: The City accepts self-certification for these categories in accordance with Small Business Administration (SBA) standards. The SBA size standards are found on the SBA website <https://www.sba.gov/content/am-i-small-business-concern>.

*Initial Here #6*

## **7. CONTRACTOR PERSONNEL**

- a) The Offeror 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 Offeror in all administrative matters concerning this proposal and any awarded 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 Offeror’s proposal, unless the Offeror 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 Offeror.

Name:

Telephone:

E-mail:

*Initial Here #7*

## **8. OFFEROR’S CERTIFICATION**

The undersigned hereby affirms that:

- a) He/She is a duly authorized agent of the Offeror;
- 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 City of Colorado Springs. The Offeror 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 Offeror 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 Offeror in preparing its proposal.
- e) By submitting an offer the Offeror 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.

*Initial Here #8*

**9. OFFEROR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:**

- 1. 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.

- 2. 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.
- 3. 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.

Initial Here #9

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

Unless otherwise specified in the Contract, the Offeror hereby agrees 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.

*Initial Here #10*

#### **11. CITY CONTRACTOR SAFETY PROGRAM**

The Offeror hereby agrees to adhere to a worker safety program for contractor employees on a City job site or location. By initialing below, the Offeror has reviewed the information and will abide by the City Policy which is available for review:

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

*Initial Here #11*

#### **12. ACCEPTANCE OF CITY ENVIRONMENTALLY PREFERRED PURCHASING (EPP) POLICY**

The City of Colorado Springs is committed to buying more environmentally preferable goods and services, as long as they meet performance needs, are available within a reasonable time and at a reasonable cost. The Offeror hereby acknowledges review of this policy by initialing below.

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

*Initial Here #12*



### **13. FRAUD, WASTE, AND ABUSE**

Everyone has a duty to report any suspected unlawful act impacting the City of Colorado Springs operations and its enterprises. Anyone who becomes aware of the existence or apparent existence of fraud, waste, and abuse in City of Colorado Springs is encouraged to report such matters to the City Auditor's Office in writing or on the telephone hotline 385-2387 (ADTR). Written correspondence can be mailed to:

City Auditor

P.O. Box 2241

Colorado Springs CO 80901

Or via email [FraudHotline@ColoradoSprings.gov](mailto:FraudHotline@ColoradoSprings.gov). Any of these mechanisms allow for anonymous reporting. For more information, please go to the website <https://coloradosprings.gov/cityfraud>.

*Initial Here #13*



## **QUALIFICATION STATEMENT**

This statement will provide information which will enable the City to evaluate the qualifications of your firm and staff with regard to the requirements of this solicitation. Please complete this form in its entirety. If a request in the Qualification Statement is contained in the proposal, indicate the section in the proposal where that information can be found.

### **1. TYPE OF LICENSE(S) HELD**

### **2. TYPE OF SERVICE TO BE PROVIDED FOR THIS SOLICITATION**

### **3. NUMBER OF YEARS IN BUSINESS**

### **4. FIRM HISTORY & STAFF QUALIFICATIONS**

In your proposal provide a brief history of your firm, staff size, and experience. Submit a resume for the project manager and each key personnel assigned to this project.

### **5. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER**

My Firm has not operated under any other names

### **6. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?**

Yes                      No

If Yes, Please Explain



**7. HAS ANY OFFICER OF PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF ANOTHER ORGANIZATION THAT FIALED TO COMPLETE A CONTRACT WITHIN THE LAST FIVE (5) YEARS?**

Yes                      No

If Yes, Please Explain

**8. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION?**

Yes                      No

If Yes, Please Explain

**9. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH ANY GOVERNMENT AGENCY?**

Yes                      No

If Yes, Please Explain Type, Kind, Plaintiff, Defendant, etc. and state the current status:

**10. BANK REFERENCE**

Bank Name:

Address:

Contact:

Phone #:

E-mail:





## 11. SIMILAR PROJECTS

List Three similar projects (local or state-wide) from the last five (5) years. Include the location of the project, size of project (contract amount), contract name and information.

NOTE: Detailed information on these projects may also be requested in the solicitation package

Indicate here if this information is provided within your proposal and identify where in the proposal it is located.

### 1. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided and how your firm was successful carrying out the scope of work of the contract.

### 2. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:



Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided and how your firm was successful carrying out the scope of work of the contract.

3. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided and how your firm was successful carrying out the scope of work of the contract.



## 12. SIMILAR PROJECTS CURRENTLY UNDER CONTRACT

list three projects currently under contract and in progress (local or state-wide) from the last five (5) years. Include the location of the project, size of project (contract amount), contract name and information. NOTE: Detailed information on these projects may also be requested in the solicitation package

Indicate here if this information is provided within your proposal and Identify where in the proposal it is located.

1. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided.

2. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:



Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided.

3. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided.



### **13. ADDITIONAL QUALIFICATION REQUIREMENTS**

There are no additional qualification requirements for this solicitation.

There are additional qualification requirements as follows:



## EXCEPTIONS

Please Indicate below if there are any 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 an additional document attached to this exhibit and returned with your proposal.

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

Please indicate below:

My Firm has no exceptions.

My Firm does have exceptions. (Attach Exceptions to this exhibit)



## MINIMUM INSURANCE REQUIREMENTS

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

1. Commercial General Liability for limits not less than \$2,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include:
  - a) Premises and Operations
  - b) Personal/Advertising Injury
  - c) Products/Completed Operations
  - d) Liability assumed under an Insured Contract (including defense costs assumed under contract)
2. Workers' Compensation and Employers Liability as required by statute. Workers' Compensation and Employers Liability coverage is to be carried for a minimum limit of \$1,000,000.
3. Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.
4. Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts with limits of not less than \$2,000,000 per occurrence and in the aggregate.
  - a) In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
  - b) Policy shall contain a waiver of subrogation against the CITY.

Except for workers' compensation and employer's liability insurance and Professional Liability, the City of Colorado Springs must be named as an additional insured. Certificates of Insurance must be submitted before commencing the work and provide 30 days' notice prior to any cancellation, non-renewal, or material changes to policies required under the contract.

Name of Company

Signature

Date



## **SIGNATURE PAGE**

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 any 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.

The undersigned additionally declares that it has carefully examined the Bid/Proposal information and the complete Solicitation prior to submitting a Bid / Proposal. The Offeror's signature will be considered the Offeror's acknowledgement of understanding and ability to comply with all items in the solicitation.

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 statements or representations.

Signature

Name (Printed)

Company Name

Title

Date



### **EXHIBIT 3 SCOPE OF WORK**

The City of Colorado Springs (the “City” or “Colorado Springs”) is soliciting proposals from qualified consultant teams to develop a new park system master plan (PSMP). This plan will set priorities and acknowledge and support policy, procedure, and operational plans to become the departments guiding document for the next 10-15 years. The selected team will be a creative partner who possesses the extensive public park, recreation and cultural services experience necessary to plan, assess, discuss, develop and consult on realistic department strategy in an expanding environment.

Colorado Springs, with an estimated population of 506,646, sits at the base of majestic Pikes Peak – America's Mountain. The second largest city in Colorado, the "Springs" is home to five military establishments, including the Air Force Academy, and is a leader in the aerospace, defense, and cybersecurity industries. There is a diverse collection of non-profit organizations and businesses, as well as several community colleges, a branch of the University of Colorado, and Colorado College. The United States Olympic and Paralympic Committee (USOPC) Headquarters, USOPC Museum and over 50 sporting organizations contribute to the area's culture of fitness and outdoor recreation.

Colorado Springs sits at an elevation of 6,035 feet in a high desert prairie/plains environment that contains waterways, forests, alpine terrain plant communities and wildlife, and enjoys nearly 243 days of sunshine per year. This climate is one reason the city's founder, General William Jackson Palmer, fell in love with the location. Parks and outdoor recreation activities were key to Palmer's vision for the community at its founding in 1871. Many of the city's historic parks were donated by Palmer and others, such as the treasured Garden of the Gods, recently ranked as one of the top ten attractions in the world. Palmer's legacy continues today as the city's park system grows in response to environmental and community needs.

The Parks, Recreation and Cultural Services Department (Department) spans beyond the city's approximate 200 square mile border and includes an extensive portfolio of open space properties, including one with the K-T boundary running through it, attracting geologists from around the world. Also known internationally is the 14,115 feet Pikes Peak—America's Mountain, atop which poet Katherine Lee Bates wrote “America the Beautiful.” The summit features a LEED silver-certified visitor center, reached by the city-owned Pikes Peak Highway, a cog railway, and multiple US Forest Service trails. The Department's system is loved and used extensively, and is one of the top reasons people live, work, visit, and play here.

Department responsibilities include management and stewardship of the following:

- Over 13,000 acres of combined parks, recreation, trails and open space lands.
- 156 parks (city owned and operated)
- 8 community parks
- 6 sports complexes
- Approximately 10-15 parks (metro district owned and operated)
- Over 11,000 acres of open space, natural and cultural resource areas
- Over 100 miles of urban multi-use trails
- Over 200 miles of public right of ways and historic medians

- 2 indoor pools (currently closed)
- 3 seasonal outdoor pools (1 currently closed)
- Enterprises:
  - 2 cemeteries
  - 2 public golf courses
  - Pikes Peak Highway, (3) visitor centers including the Summit Visitor Center
- Colorado Springs Pioneers Museum
  - Interpretive/nature centers and programs
- Youth and adult sports programs
- 4 community centers and programs
- Ice center
- Therapeutic recreation programs
- Volunteer programs
- Maintenance and operations facilities
- Memorials
- Special Improvement Maintenance Districts
- North Slope and South Slope Recreation Areas on Pikes Peak
- Manitou Incline
- 2 lakes
- 1 beachfront area

City Funding Sources: The City is unique in that it has several dedicated funding sources that help supplement the Departments general fund operating budget, and which often have individual parameters:

- City General Fund – Approximately \$18 million is provided from the City’s General Fund for administration, maintenance and operational expenses.
- Trails, Open Space and Parks (TOPS) sales tax (Ordinance) – One cent per every \$10 of sales and use tax (through 2045), generating approximately \$13 million annually.
- Conservation Trust Funds – Funding in the amount of \$7 million received from the Colorado Lottery based upon a per capital distribution. These funds are currently directed towards maintenance and operational expenses.
- Parkland Dedication Ordinance – In addition to land dedication, Fees in lieu of land is collected from new residential development within the city limits. Annual revenue depends upon number of residential units constructed and has averaged approximately \$3.5 million annually over the past three years.
- Bicycle Excise Tax – \$4/bicycle sold in the city limits (in place since 1988 with no sunset)

- Pikes Peak Rural Transportation Authority III (PPRTAIII) - In November of 2022, voters extended the program through 2034, including \$9.5 million for urban multi-use trail improvements.
- 2C Road Improvements – A voter approved sales tax to rebuild and improve the condition of our existing roadway infrastructure. Currently sunsets in December of 2025. Ballot item on the November 2024 ballot to extend the 0.57% sales and use tax for 10 years (2026-2035). If approved, specific parking lot sites, as well as access roads for parks and open spaces would be included and funded for \$7.6 million.
- Grants – The Department aggressively pursues grant funding from a variety of public, private and not-for-profit organizations. Over the past five years, the department has averaged \$2 million annually in grants and donations.
- Revenue from Programs – The Department typically collects \$2.5 million to \$3.0 million in annual revenue to support general fund operations.
- Enterprises – Typical total revenue for the enterprises is \$15.7 million per year.
- Special Maintenance Improvement Districts (SIMD) – SIMDs are created under the City Code and administered by the Parks Department. They provide for the maintenance of certain public improvements of general benefit to the residents of the district.
- Public/Private Partnerships – Examples include Garden of the Gods Foundation and Pioneers Museum.

**Project Overview:**

The 2026 park system master plan will serve as a comprehensive update of the existing [2014 Park System Master Plan](#) with an emphasis on providing a vision for the Department for the next 10-15 years and addressing current needs.

Numerous changes in our local economy, such as the growing population, inflation, and an exploding tourism industry are putting pressure on land resources while the department continues to experience limited (or shrinking) resources. Funding mechanisms, system usership and recreation trends need to be re-assessed to find a renewed emphasis on system and department sustainability. Finding better land management, public stewardship education, and funding initiatives can address department staff needs so we can effectively meet community needs and remain the best place to work, live, visit and play.

Below is a list of initial project objectives based on recent internal interviews with general expected project outcomes. This information is to provide insight and assist proposing teams to evaluate the request and provide an efficient and effective proposal for the budget range provided.

Key Objectives:

<b>Key Objective:</b>	<b>Community Needs Assessment</b>
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Expected Outcome: Work with staff to plan and perform a community program and facility (parkland and structures) needs assessment. Incorporate into the assessment and report out on community needs by prioritization and by sub-area. Cross check, compare and balance these results with other plan assessments and research results for the broader analysis and final recommendations.

<b>Key Objective:</b>	<b>Department Evaluation/Telling our Story</b>
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Expected Outcome: Identify strategies to address department work plan, operation, staff, and budget constraints to effectively meet community needs.

<b>Key Objective:</b>	<b>Department Needs Assessment(s)</b>
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Expected Outcome: Work with staff to plan and perform an assessment that documents department needs, by divisions (parks, recreation and cultural services). Cross check, compare and balance these results with other plan assessments and research results for the broader analysis and final recommendations.

<b>Key Objective:</b>	<b>Identify, assess, and prioritize - policy, standard and system updates</b>
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Expected Outcome: The Plan will identify existing policy, standards and systems. The Plan will identify gaps in existing policy, standards and systems; and provide new policy, standard and data driven system needs and recommendations for the department. These will align with CAPRA accreditation standards. New prioritized recommendations will align with best management practices when possible and may build from other city asset systems.

<b>Key Objective:</b>	<b>Aspirational and Visionary Goals</b>
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Expected Outcome: As a result of the performed research and analysis the Plan will provide sound aspirational goals for the department, by division. These goals shall reflect community needs and department needs, and especially recognizing any common needs. The goals may be best broken down by sub-areas to best ensure transparency, future support and success.

Project Budget:

The funding range for the Park System Master Plan project is \$350,000 - \$400,000 which will be secured with the 2025 Budget approval by December 2024. This funding will procure consultant services to develop and conduct a community wide survey; facilitate stakeholder and community meetings; collect and analyze department and survey data; evaluate existing services and facilities; assess existing and future needs; recommend funding and comprehensive financial sustainability strategies; create the plan which facilitates department priorities, direct and empower operational plans (to provide direction and flexibility and to enable staff to make decisions and take action); and identify facility, operational, capital projects and recreational priorities.

The Period of Performance is anticipated to be January 2025 – December 2026, with a plan approval process beginning in mid-2026.

Qualifications:

The Department is looking for:

- An experienced and knowledgeable team who can express in their proposal their vision for the project to include a project summary of understanding with intended outcomes.
- An expedited and yet comprehensive approach to learn and understand this department. The consultant team will have the full cooperation of and meet with management and staff to collect all the materials needed to perform this project. The consultant will oversee data collection that is sourced from external sources, outside of the department's materials.
- A proven background in evaluating park department organizations, programs, operations, and financial strategies. A high proficiency in community assessments, survey, financial planning, and data analysis will be required.
- A team willing to partner with our department to bring proven recommendations forward and keep the project within budget.

- A successful plan will bring forward grounded strategies which balance community and department needs with aspirational goals for the next decade.
- A team with credentials in:
  - National Recreation and Park Association (NRPA) or Membership
  - Commission for Accreditation of Park and Recreation Agencies (CAPRA) Accreditation standards
  - Recreation Program Planning

Once a consultant team is on board, this team and the Department planning team will meet to refine the project plan with involvement from the Task Force and Technical Team. Early in the process, the consultant and planning team will work with the Department’s public engagement and City communications staff to finalize a Public Engagement and Communications plan. Once finalized, the consultant team will lead and carry out the plan with support from staff.

The Department anticipates assembling two working groups:

1. Master Plan Task Force (Task Force), comprised of community members and representatives from key community stakeholders. This group will serve as a sounding board, provide checks and balances, and serve as a conduit for information within the community.
2. Master Plan Technical Team (Technical Team), comprised of key staff from each of the Department’s divisions. This group will provide technical assistance and guidance throughout the master plan process.

The hired team will facilitate meetings with the Master Plan Task Force to identify key issues, challenges and opportunities facing the Department. A similar set of meetings will be held with the Technical Team to identify key issues, challenges and opportunities facing the Department.

Once onboard, the selected team will work with the Department’s public engagement staff to develop and finalize a robust public engagement plan, utilizing International Association for Public Participation (IAP2) foundations and techniques. Integration of other engagement and planning styles will be considered.

The Colorado Springs Parks, Recreation and Cultural Services Advisory Board has purview and authority to review and recommend approval of the Park System Master Plan to City Council. City Council will make a final decision on adoption of the Park System Master Plan.

Existing Plans:

Several existing plans and documents currently guide the Department. An initial list with some links is provided below:

- [2024 Colorado Springs Strategic Plan](#)
- Colorado Springs Comprehensive Plan ([PlanCOS](#))
- CAPRA Accreditation Standards – [Knowledge Owl software](#)
- [2014 Park System Master Plan](#)
- Jacob’s Study: Infrastructure Assessment (PRCS [Reports page](#) link)
- Economic Benefits of Parks, Expected Q2 2025
- Economic Benefits of Parks, [2017 Report](#) and [Report webpage](#)
- Recreation Plan

Further plans can be provided once a contract is awarded.

### **Project Process:**

The planning process typically falls into four categories 1.) **Research and Data Collection**, 2) **Needs Assessment and Analysis**, 3) **Strategies, Recommendations and Draft Plan**, 4) **Final Plan and Adoption**. The following information reflect a list of tasks for bidding purposes.

Although we are on a strict budget, further tasks may be identified in the proposal process or once the plan process is underway, if they provide a clear benefit. Space in the Cost Proposal sheet has been provided for up to two 'Add Alternates'.

Proposals should address the list provided below with any new or expanded ideas clearly expressed in the proposal, how they relate to the requested scope and why they would benefit the city.

### **Task #1 Research and Data Collection:**

This phase includes both the collection of technical data and listening, recording and learning about the Colorado Springs Parks System, facilities, and programs that are available to the community.

#### Evaluation/Telling our Story:

1. Review existing planning documents to understand mission, goals, and objectives of the City and of the Department for the park system.
2. Review the park inventory of existing public parks, facilities (city, district or other owned or operated), cultural and historical resources, trails, and open space properties. Include the enterprises.
  - a. Identify gaps in the inventory data so that the staff can update the inventory.
  - b. Update data for the level of service for neighborhood and community parks.
  - c. Update the data for the candidate open space map.
  - d. Work with our GIS staff person on files and data transfers. The intent is that we update the maps in house. However, discuss current GIS mapping options with the planning team to finalize the appropriate way to update both the Level of Service and Candidate Open Space maps.
3. Provide and justify a comparable city and park system list. Include at least 3-5 cities.
  - a. Gather and report on comparable statistical information from other benchmark communities. Final attributes will need to be discussed and decided.
4. Review the 2014 PSMP Themes and recommendations on funding.
5. Review the 2014 PSMP Progress Report items not yet addressed especially regarding funding.
6. Comprehensively review all revenue sources against the current operating budget.

To include:

  - a. What are the benefits of parks to the local economy?
  - b. What is the role of tourism surrounding and in support of parks in the local economy and general fund allotment?
7. Gather tourism data from the business community to assess the value that the park system plays in attracting employees and encouraging businesses to locate in Colorado Springs.
  - a. Include direct benefit to tourism businesses
  - b. Include secondary benefit from tourists dining, staying, etc. in the community.

8. Review Jacobs Study.
9. Review land and capital improvement ordinances (rate of land coming into the system)
10. Interview staff and understand in abbreviated and proper perspective the back log of:
  - a. General maintenance in relation to Asset Life Cycles.
  - b. Capital Improvements related to:
    - i. Neighborhood and community park development (undeveloped lands)
    - ii. Recreation Centers and Pools
    - iii. Facilities (Community Centers, Sertich Ice Rink, maintenance buildings, Admin Offices, etc.)
    - iv. Open space properties
    - v. Trails
    - vi. Cultural properties (City Auditorium, Museum, Rock Ledge Ranch, etc.)
    - vii. Enterprises:
      1. Golf Courses (2)
      2. Cemeteries (2)
      3. Pikes Peak America's Mountain
11. Identify if CAPRA is the national standard from which we can report and compare ourselves to how other agencies operate.
12. Review and outline (existing and needed) staff levels for an annual work program for a department of this size. Comparing where we stand, and where we need to be.
13. Study cost recovery opportunities (i.e. pay to play, use charges, etc.)
14. Develop a realistic recommended operating budget model with appropriate funding levels, by working with management, supervisors and staff.
  - a. If there is not enough data driven information yet, then recommend the final steps needed to complete or revise the initial budget model.
  - b. Format and provide an in-progress operating budget model, regardless.
15. Compare and contrast the current operating budget to the new needed operational budget.
16. Build out logical funding strategies that the department can realistically accomplish.
  - a. Create an internal working prioritization document regarding funding strategies and projects.
17. Key Supporting Information:
  - 2014 PSMP Progress Report
  - Economic Benefits of Parks
  - Jacobs Study
  - Budgets (past and present)
  - Revenue reports and source descriptions
  - CAPRA Accreditation – Knowledge Owl
18. Gather demographic data to understand current and future user factors including, but not limited to, age, household income, household size, ethnicity and geographic distribution of user groups.
  - a. Pull and report existing census data for each sub-area.
  - b. Set sub-area boundaries.
19. Review the Recreation Programming Plan (past and present).
20. Interview program staff to understand all existing programs.
  - a. Assess existing programs vs. community needs by sub-area.
21. Gather statistical information on participation in recreation programs offered by the Department and partner/competitor organizations, with equal attention to reasons for non-

participation in Department offerings. Assess opportunities to optimize or expand services to meet a recognized need today or anticipated needs in the future.

## **Task #2 Needs Assessment and Analysis:**

Task Force: Facilitate meetings with the Master Plan Task Force to identify key issues, challenges and opportunities facing the Department.

### Community Needs Assessment:

1. Perform a community needs assessment, by sub-area.
  - a. Statistically accurate to support future initiatives.
  - b. Work with the department management and staff to develop the assessment and its priorities.
  - c. Work with the Task Force and Technical Team to vet the needs assessment questions and priorities.
  - d. Report out on assessment results, in comparison to existing information and data.

### Department Needs Assessment:

1. Perform a department needs assessment to include enterprises, SIMDs and administrative staff.
2. Assess needs within each Division in the Department: Interview leadership within each Division, key work group staff and stakeholders to understand and document the challenges and opportunities within each service area.
  - a. Lead and work with planning staff to develop the approach.
  - b. Include questions around resources, policies, standards and systems.
  - c. Analyze and report assessment results.

### Park System Management - Policy, Standards and Systems

1. Identify and document benefits for and the needs to bring on an '*asset data management system*'. Provide examples: What might this entail and look like, once implemented?
2. Review and analysis of ordinances that bring in land resources without development and management/maintenance funds.
  - a. Rate of incoming land assets.
  - b. Rate of revenue sources to develop the land, where appropriate.
  - c. Rate of revenue sources to manage the open space land.
  - d. Rate of revenue sources to maintain the developed park sites.
  - e. Report on impacts this has on the Department, especially the fiscal impact and the financial value. (Quantify the impact)
  - f. Provide analysis summary and conclusions for the department.
3. Review and identify policy needs:
  - a. When are master plans created for new and existing properties? On which properties?
  - b. When are management plans done on new and existing properties? On which properties? How often are they re-assessed?
  - c. What do these plans enable staff to do?
  - d. When is it appropriate to engage the public?
4. Document and review existing standards by Division.
  - a. What standards need to be implemented or revised? Document a list.



- b. Samples:
  - Operational and Maintenance Standards
  - Recreation Standards, as guided by the Recreation Plan
  - Design Development – city specifications, details, used for park and open space design and development
  - Update Parkland – Level of Service (figures and maps)
  - Park Dedication & Development Standards – (criteria manual - standards).
  - Cultural Services
  - Others?
- 5. Evaluate and recommend beneficial organizational and operational optimization changes of the parks, recreation and cultural services programs within existing and newly developing areas.
- 6. Resource:
  - a. CAPRA Accreditation – Knowledge Owl can help expedite an assessment.

### **Task #3 Develop Strategies, Recommendations, and Draft Plan**

In response to the needs assessments and analysis.

#### Aspirational and Visionary Goals:

1. Assess the department's long-range picture based on the research and analysis performed.
2. Conclude, support, and bring forward sound visionary goals for the department, by division.
3. Conclude the best fiscal opportunities to help stabilize revenue to support this department.

### **Task #4 Final Plan and Adoption**

Provide a final action-oriented Master Plan to guide the department for the next 10-15 years that comprehensively documents the research, analysis, and recommendations of the planning process in both print and digital format, including but not limited to:

1. Public engagement summary.
2. Community needs assessment summary.
3. Department evaluation and needs summary.
4. Recommended goals and funding strategies for shaping the future of the department.
5. Update the Candidate Open Space Map.
6. Update the Trails Map.
7. Update the Neighborhood and Community Park level of service maps

#### **Provide outside of the system plan, including but not limited to:**

1. Complete Department Assessment Summary and data.
2. A sample operating budget that better reflects the needs of this department.
3. A 5–10-year capital improvement plan for park development, trails development, open space management, and recreational facilities (such as pools/spray grounds, sports fields, etc.).

4. Provide analysis and opportunities for revised operations and program expansion which supports the needs assessment and fiscal priorities.

Presentations Anticipated:

1. Facilitate all public engagement meetings.
2. Provide drafts of the plan to the Technical Team and Task Force for review and comment.
3. Provide drafts of the plan for City Leadership and Mayoral review.
4. Present drafts of the plan to the TOPS Working Committee.
5. Present the draft plan updates and the final plan to Colorado Springs Parks, Recreation and Cultural Services Advisory Board (Board).
6. Present the plan to Colorado Springs City Council for a final decision.

### **Proposal Format**

Proposals shall completely describe a creative, graphics-oriented plan vision, expected steps, and proven results. Proposals shall be organized, complete, concise, and clear to read and review. Exhibits are encouraged to help simplify the proposal.

All proposals must include the following information:

- a. Qualifications of the full consultant team. This will include individual firm expertise, key project personnel (with a separate resume appendix) and proven project success. This information will exemplify knowledge, experience and successful projects specifically with the development of park, recreation, trail and open space master plans.
- b. Statement of project understanding.
- c. Detailed approach to completing the project, broken down by task.
- d. Roles of the individual project team members.
- e. Expected roles of the Technical Team and Task Force throughout the process.
- f. Proposed project schedule sequence and duration.
- g. Proposed project budget and billing rates, including hourly rates of project personnel, and projected percentages of staff time and hours for each personnel on the key task items; and any subcontractors. Include details on any reimbursable costs such as travel, per diem, printing costs, etc.
- h. Examples from similar successful projects and outcomes including examples of plans, graphics and maps (boiler plate promotional- type materials are discouraged).
- i. References from communities of similar size for which comprehensive park, recreation, trail and open space plan services have been provided.
- j. A completed Cost Proposal Sheet.
- k. Cost saving ideas or alternative project benefits that may add value to the final product.

**EXHIBIT 4 SAMPLE EVALUATION SCORESHEET**

SAMPLE PROPOSAL EVALUATION SCORE SHEET R24-109AL Park System Master Plan

Proposer's Name: \_\_\_\_\_

Evaluator's Name: \_\_\_\_\_

RFP EVALUATION CRITERIA DESCRIPTION	SCORE
<b>1. EXPERTISE AND QUALIFICATIONS AREA</b>	
<p>In this section, the Offeror must demonstrate that it meets and/or exceeds all requirements regarding expertise and qualifications of personnel proposed to complete the work defined in the Statement of Work/Scope of Services of this RFP. Qualifications of personnel are considered of the essence of the services provided. Therefore, the Offeror must provide information on Key Personnel who will be the personnel performing the consulting services.</p>	
<b>A. Relevant Experience</b>	
<p>In the Expertise and Qualifications Area, the Offeror should provide at least three references or identify contracts demonstrating that it successfully provided services and has experience in park system master planning, outreach with successful and implemented outcomes that are the same or similar to those described in the Statement of Work. The proposal should adequately explain the successful outcomes of the projects. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.</p> <ol style="list-style-type: none"> <li>1. Does the Offeror provide relevant past performance citations that describe past successes and demonstrates the added value they'll bring to the City due to experience</li> <li>2. Experience and expertise in advising park agencies on planning, outreach, development, and operations of parks, recreation programs and facilities and cultural services.</li> <li>3. Ability to actively involve <b>all levels of</b> Parks staff and stakeholders throughout the project.</li> </ol> <p><b>COMMENTS:</b></p>	<p><b>5 – Exceptional</b>  <b>4 – Very Good</b>  <b>3 – Satisfactory</b>  <b>2 – Marginal</b>  <b>1 – Unacceptable</b></p> <p><b>Rating: _____</b></p>
<b>B. Key Personnel</b>	
<p>In the Expertise and Qualifications Area, resumes must be provided for all personnel who would be performing work on the resultant Contract. Resumes must be provided under separate cover as an appendix or attachment to the solicitation and do not count toward the proposal page count. <u>Resumes do not count toward the page limit.</u> It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions. Explain how the key personnel were related to the projects cited as relevant past performance.</p> <ol style="list-style-type: none"> <li>1. Does the Offeror provide complete resumes for all key personnel, including subcontractors, to include education, experience, background information, accomplishments, and other pertinent information?</li> </ol>	<p><b>5 – Exceptional</b>  <b>4 – Very Good</b>  <b>3 – Satisfactory</b>  <b>2 – Marginal</b>  <b>1 – Unacceptable</b></p> <p><b>Rating: _____</b></p>

<p>2. How well do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently?</p> <p>3. What certifications, licenses, experience, etc. do the key personnel possess?</p> <p>4. Does Offeror state how key personnel are committed and available for this project, especially regarding schedule and level of effort? Please include team's approach to manage staff turnover.</p> <p><b>COMMENTS:</b></p>	
Sum of Ratings in Technical Area (Add numbers in Section 1.A. and 1.B):	
Evaluation Factor:	<b>.40</b>
Expertise and Qualifications Area Evaluation Score (Multiply the sum of ratings in Technical Area by the evaluation factor):	
<b>2. PROJECT APPROACH</b>	
In the Project Approach area, the Offeror should clearly and concisely present a proposed project vision and process, representing a statement of understanding and how they will accomplish project tasks defined in the Statement of Work. Sound innovations, efficiencies, and detail specifics are all encouraged, to include value added to the contract.	
<b>A. Overall Operation and Management Plan</b>	
<p>The Offeror should provide a brief plan of operation summary, 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 availability of the project team (including subconsultants) identified to work on this project in conjunction with their other work assignments. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions:</p> <ol style="list-style-type: none"> <li>1. Describe the Offeror's overall approach to managing this project. What strategies will the Offeror's team employ to achieve a thorough and clear understanding of the City's goals?</li> <li>2. Based on the information provided in the RFP, identify two (2) key challenges to the project, and for each challenge: <ol style="list-style-type: none"> <li>a. Propose a strategy to mitigate potential risk;</li> <li>b. Identify any unique approaches, strengths or resources that the Offeror will employ to implement the strategy and ensure the project meets its goals.</li> <li>c. Describe proposed approach to unknown issues such as contingencies, allowances and escalation plans.</li> </ol> </li> <li>3. Based on the information provided in the RFP, identify two (2) benefits to park agency assessment and evaluation and provide examples from your experience.</li> </ol>	
<b>B. Methodology and Approach</b>	
<p>The Offeror should provide a summary of its philosophy to developing master plans for parks and open space and should describe its approach to achieving the goals and requirements outlined in the Scope of Work at Exhibit 3. It is highly recommended that the Offeror provide sufficient detail to address the following items:</p> <ol style="list-style-type: none"> <li>1. Describe the Offeror's process to manage scope, cost and schedule.</li> </ol>	

<p>2. The Offeror should provide a project timeline to include project milestones and expected deliverables.</p> <p>a. Provide Offeror’s approach to public engagement based on the information provided in the Statement of Work. Describe any assumptions under which the proposed schedule was developed, including proposed durations, sequencing and logic, and key personnel availability for determining manpower projections.</p>	
<p>Sum of Ratings in Technical Area (Add numbers in Section 2.A. and 2.B):</p>	
<p>Evaluation Factor:</p>	<p><b>.25</b></p>
<p><b>3. PRICE AREA</b></p>	
<p>In the Cost Proposal, the Offeror should complete Appendix A, Cost Volume. Additionally, Offeror shall provide a detailed breakdown of the price for each activity within the project’s period of performance. The price must be all-inclusive and include all unit costs for material, labor, other direct costs (e.g. travel), indirect costs (i.e. printing, overhead and general and administrative costs), and profit/fee. Additionally, Offerors shall provide an hourly rate sheet for assigned personnel with sufficient detail to allow insight into the fairness and reasonableness of the price, to include labor categories, labor rates, separated profit, and estimated material costs.</p> <p>In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror’s pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of other Offerors. It is highly recommended that the <u>Offeror provide sufficient content and detail to answer completely the following questions.</u></p> <p>A. How does the price compare to the industry competition?  B. If low, is it unrealistically low?  C. If high, is there demonstrated added value for the additional cost?  D. Is the price itemized, so that it is clear how the cost was built? If so, do the costs look appropriate for the task?  E. Does the Offeror leave applicable costs out of the calculations? For instance, some will say travel is not included and will be an extra cost. This should be considered when comparing to other Offerors.  F. Are there additional costs not addressed that the City would incur if the Offeror were awarded the contract? If so, include those costs when comparing to the budget amount and the competition.</p> <p><b>COMMENTS:</b></p>	<p><b>5 – Exceptional</b>  <b>4 – Very Good</b>  <b>3 – Satisfactory</b>  <b>2 – Marginal</b>  <b>1 – Unacceptable</b></p> <p><b>Rating: _____</b></p>
<p>Total Price/Cost Area (Insert number from Section 3 evaluation above):</p>	
<p>Evaluation Factor:</p>	<p><b>.25</b></p>
<p>Price/Cost Area Evaluation Score (Multiply the Total Price/Cost Area by the evaluation factor):</p>	
<p><b>PROPOSAL PRESENTATION</b></p>	
<p>Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.</p>	<p><b>5 – Exceptional</b>  <b>4 – Very Good</b>  <b>3 – Satisfactory</b></p>

<b>COMMENTS:</b>	<b>2 – Marginal</b> <b>1 – Unacceptable</b>  <b>Rating: _____</b>
Total Proposal Presentation Area (Insert number from Section 4 evaluation above):	
Evaluation Factor:	<b>.10</b>
Proposal Presentation Area Evaluation Score (Multiply the Total Proposal Presentation Area score by the evaluation factor):	
<b>EXCEPTIONS PROPOSED</b>	
What (if any) exceptions (redlines to our terms and conditions) were proposed? Are they acceptable?  <b>COMMENTS:</b>	<b>Pass/Fail</b>
<b>INSURANCE REQUIREMENTS</b> Does the Offeror meet all insurance requirements?	<b>Pass/Fail</b>
<b>TOTAL SCORE – Add Evaluation Scores from Sections 1-3. The sum is the total score.</b>	Total Score:

Overall Proposal **Strengths:**

Overall Proposal **Weaknesses:**

## **APPENDIX A – COST PROPOSAL**

Offeror must complete Appendix A, Cost Proposal. Additionally, Offeror shall provide a detailed breakdown of the price for each activity within the project's period of performance. The price must be all-inclusive and include all unit costs for material, labor, other direct costs (e.g. travel), indirect costs (i.e. printing, overhead and general and administrative costs), and profit/fee. Additionally, Offerors shall provide an hourly rate sheet for assigned personnel with sufficient detail to allow insight into the fairness and reasonableness of the price, to include labor categories, labor rates, separated profit, and estimated material costs.

Appendix A Cost Proposal

Park System Master Plan Cost Proposal Sheet

Task #	Task	UOM	Price
1	<b>Research and Data Collection:</b>	1 LS	
2	<b>Needs Assessment and Analysis:</b>	1 LS	
3	<b>Develop Strategies, Recommendations, and Draft Plan</b>	1 LS	
4	<b>Final Plan and Adoption</b>	1 LS	
		<b>Sub-Total</b>	<b>\$0.00</b>
	<i>ADD Alternate #1: Description:</i>		
5		1 LS	
	<i>ADD Alternate #2: Description:</i>		
6		1 LS	
		<b>Subtotal</b>	<b>\$0.00</b>
		<b>GRAND TOTAL</b>	<b>\$0.00</b>



## **APPENDIX B – KEY PERSONNEL**

Offeror to Provide. Please upload to BidNetDirect.com as a separate attachment, titled “Appendix B – Key Personnel\_[Offeror’s Name]”