



## Request for Quote (RFQ)

Date Issued: October 23, 2024

Project #: Q24-133AL

QUOTES DUE: November 7, 2024, No Later Than 3:00 PM MT.

Please provide pricing and delivery information for the product(s) described in Exhibit A.

If there are exceptions taken to any of the terms, conditions, or specifications listed in the attachments to this RFQ, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your submission.

---

**Please complete Schedule A – Bid Form for a price to fabricate a bridge to the specifications attached and deliver to Colorado Springs Colorado. The City of Colorado Springs will be responsible for unloading sections of the bridge as it is delivered, assemble bridge and set bridge in the location it was designed for. See specifications and requirements listed in Exhibit A. Products quoted MUST meet all specifications and requirements in Exhibit A. Offerors must also complete and upload the Solicitation Qualification document in Exhibit C.**

The City of Colorado Springs intends to award a purchase order resulting from this solicitation to the most responsive, responsible bidder, whose offer conforming to the solicitation, will be most advantageous to, and in the best interest of, the City of Colorado Springs, cost/price and other factors considered (specifications and additional options, delivery date, warranty, etc.). In addition to other factors, quotes will be evaluated on the basis of advantages and disadvantages to the City that might result from offers received. The City reserves the right to reject any or all quotes and to waive informalities and/or irregularities in the quoted offer. The City reserves the right to request additional product literature and/or supplemental information if needed to determine whether or not a product meets minimum specifications.

Terms and Conditions are attached to this RFQ as Exhibit C.

CONTACT: Alyssa Lee  
Senior Buyer  
107 N. Nevada Ave., Suite 125  
Colorado Springs, CO 80903  
(719) 385-7629  
[Alyssa.lee@coloradosprings.gov](mailto:Alyssa.lee@coloradosprings.gov)

Required Documentation (vendor to complete and enter in BidNet to ensure all information is provided):

1. Schedule A – Bid Form: Completed within BidNet.
2. Exhibit C – Solicitation Qualification Documents: Completed and uploaded to BidNet



**SCHEDULE A – BID FORM**

Offeror must complete the Schedule A – Bid Form in the BidNet Direct Purchasing System at: [www.bidnetdirect.com](http://www.bidnetdirect.com)

**OFFER:**

Bidders are to furnish all labor, materials, equipment and all related incidental costs for the following base bid items per plans and specifications;

DESCRIPTION	QUANTITY	AMOUNT
1. Supply and delivery of one pedestrian bridge conforming to the Specifications and construction documents “Sand Creek Trail at Greenways Park”, dated September 18, 2024.	LS	
Total Base Bid		

(Insert written amount here)

**Bid Notes:**

1. Lump sum bid prices, as quoted in the bid form, shall constitute full compensation for labor, materials, equipment, rentals, site supervision, overhead, profit, bonding and incidentals required to complete the work for each bid item and for all risk, loss, damage, or expense arising from the prosecution of the work thereof.
2. Bidders are to include all costs associated with the following specific items that are considered incidental to completing the bid items and will not be paid for separately;
  - All associated freight costs.
  - Future fuel price increases.
  - Required permits from local jurisdictions and agencies.
  - Storage of bridge and associated materials until Owner requests delivery.
  - Protection of existing improvements within & outside of the construction zone.
  - Templates and anchor bolts for bridge abutments.
  - Protection of materials until final acceptance by Owner.
3. The delivery date for the pedestrian bridge is **expected to be January 30 2025**. The Owner’s contractor shall be responsible to unload the bridge from the supplier’s truck. The supplier shall be responsible for coordinating delivery time and any unloading requirements, such as equipment needs, with the Owner prior to delivery. The supplier shall deliver to the Owner all necessary templates and anchor bolts in time for incorporation in bridge abutment construction.
4. The following items are specifically **excluded** from this contract:
  - Crane rental
  - Installation of the pedestrian bridge



Per Specifications and Requirements in Exhibit A. The successful contractor shall complete all work within 120 calendar days after the Notice to Proceed, as per the specifications and drawings. The Contractor shall provide a two-year guarantee on all works performed under this contract after the job has been completed and accepted. All work shall be completed in compliance with the applicable drawings and the City of Colorado Springs Parks and Recreation Department Standard Specifications, revised 2024.



## **EXHIBIT A SPECIFICATIONS AND REQUIREMENTS**

Follows this page

## **SECTION 13200 PEDESTRIAN BRIDGE**

### **PART 1 – GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Requirements for a fully engineered prefabricated clear span pedestrian bridge of steel construction.

#### **1.2 SUBMITTAL**

- A. The Contractor shall submit pedestrian bridge plans in accordance with Section 01300: Submittals.
- B. The submittal shall contain the following information:
  - 1. Shop drawing, showing member sizes, bridge reactions, and details, signed and sealed by a licensed professional engineer.
  - 2. Structural calculations, signed and sealed by a licensed professional engineer.
- C. Welder certifications.
- D. Welding procedures.
- E. Detailed written instruction in the proper lifting procedures and splicing procedures.
- F. Written inspection and maintenance procedures.

#### **1.3 QUALITY CERTIFICATION**

- A. Pedestrian bridge shall be fabricated by a fabricator currently certified by the American Institute of Steel Construction to produce fabricated structural steel for the category "Major Steel Bridges".
- B. Bridge shall be fabricated in a facility owned and/or leased by the corporate owner of the manufacturer, and fully dedicated to bridge manufacturing.

#### **1.4 WARRANTY**

- A. The bridge manufacturer shall warrant the access pedestrian bridge to be free of design, material and workmanship defects for a period of 10 years from the date of delivery.

## **PART 2- PRODUCTS**

### **2.1 GENERAL FEATURES OF DESIGN**

- A. Bridge span shall be 143 feet and shall be measured from each end of the bridge structure.
- B. Bridge width shall be 10 feet, and shall be measured from the inside face of structural elements at deck level.
- C. Bridge shall be designed as a Pratt Truss system or an approved equal, with one (1) diagonal per panel and plumb end vertical members. Interior members may be either plumb or perpendicular to the chord faces.
- D. The bridge manufacturer shall determine the distance from the top of the deck to the top and bottom truss members.
- E. All members of the vertical trusses shall be fabricated from square and/or rectangular structural steel tubing. Other structural members and bracing shall be fabricated from structural steel shapes or square and rectangular structural steel tubing.
- F. Vertical safety rails or pickets shall be placed on the structure to a minimum height of 42-inches above the deck surface. The pickets shall be spaced so as to prevent a 4-inch sphere from passing through the truss. Pickets shall be placed on the outside of the structure. The top of the pickets shall have a continuous cap angle or some other means to prevent bridge users from cutting or scraping their hands. The picket safety system shall be designed for an infill loading of 200 pounds, applied horizontally at right angles, to a one square foot area at any point in the system.
- G. The bridge shall have a wood rubbing rail.
- H. The bridge shall have a vertical camber dimension at midspan equal to 100 percent of the full dead load deflection plus 1 percent of the full length of the bridge.
- I. The bridge abutments shall be constructed at the same elevation on both ends of the bridge.

### **2.2 ENGINEERING**

- A. Structural design of the bridge shall be performed by or under the direct supervision of a licensed professional engineer, and done in accordance with recognized engineering practice and principles.
- B. Design loads:
  - 1. Dead Load: The bridge structure shall be designed considering its own dead load that includes the superstructure and the original decking.
  - 2. Uniform Live Load: Main supporting members, including girders, trusses, and arches shall be designed for a pedestrian live load of 85 pounds per

PEDESTRIAN BRIDGE - 13200

Page 2

square foot of bridge walkway area. Bridge decks and supporting floor systems, including secondary stringers, floor beams and their connections to main supporting members, shall be designed for a live load of 85 pounds per square foot, with no reduction allowed.

3. Concentrated Loads: The bridge superstructure, floor system, and decking shall be designed for each of the following point load conditions:
  - a. A concentrated load of 1000 pounds placed on any area 2.5 feet x 2.5 feet square.
  - b. A 1200-pound two-wheel vehicle with a wheelbase and tire print placed 60 inches apart along the direction of the bridge span.
  - c. A 20,000-pound truck with HS-10 loading condition.
4. Wind Load:
  - a. 25 pounds per square foot on the full vertical projected area of the bridge, applied horizontally at right angles to the longitudinal axis of the structure. This wind loading shall be considered both in the design of the lateral load bracing system and in the design of the truss vertical members, floor beams, and their connections.
  - b. Calculate the effects of forces tending to overturn the structure assuming the wind direction is at right angles to the longitudinal axis of the structure. In addition, an upward force shall be applied at the windward quarter point of the transverse superstructure width. This force shall be 20 pounds per square foot of deck.

C. Design Limitations:

1. Vertical deflection:
  - a. The vertical deflection of the main trusses due to service pedestrian live load shall not exceed  $1/400$  of the span.
  - b. The vertical deflection of cantilever spans due to service pedestrian live load shall not exceed  $1/300$  of the cantilever arm length.
  - c. The deflection of the floor system members due to service pedestrian live load shall not exceed  $1/360$  of their respective spans.
  - d. The service pedestrian live load shall be 85 pounds per square foot.
2. Horizontal deflection: The horizontal deflection due to lateral wind loads shall not exceed  $1/500$  of the span under an 85 mile per hour wind load.
3. The minimum thickness of all structural steel members shall be  $3/16$ -inch nominal and be in accordance with the AISC Manual of Steel Construction, Standard Mill Practice Guidelines.

D. Design Codes and References:

1. Structural steel allowable stresses: American Institute of Steel Construction (AISC).
2. Welded tubular connections: American National Standards Institute (ANSI), American Welding Society (AWS), and Canadian Institute of Steel Construction (CISC).
3. Concrete: Building Code Requirements for Structural Concrete, ACI 318.
4. Top Chord Stability: Structural Research Council.
5. AASHTO Standard Specifications for Highway Bridges, except as modified by the AASHTO LRFD Guide Specification for the Design of Pedestrian Bridges.

## **2.3 MATERIALS**

- A. Steel: Unpainted weathering steel, atmospheric corrosion resistant, ASTM A847 cold-formed welded square and rectangular tubing, and/or ASTM A588 or ASTM A606 plate and structural steel shapes, yield strength 50,000 psi. The minimum corrosion index of atmospheric corrosion resistant steel, as determined according to ASTM G101, shall be 6.0.
- B. Concrete decking: Furnish a stay-in-place galvanized steel form deck suitable for placing a reinforced concrete slab. The form deck shall be designed to carry the dead load of the wet concrete, weight of form decking, plus a construction load of 20 pounds per square foot, or a 150-pound concentrated load on a 1-foot wide section of deck. The form deck shall be either smooth or composite.
- C. Reinforced concrete deck shall be cast-in-place in the field, as shown on the Drawings, and in accordance with Section 03300: Structural Concrete.
- D. Bearing devices: Steel setting or slide plate placed on the abutment or grout pad. The bearing seat shall be minimum 16 inches wide.

## **PART 3 – EXECUTION**

### **3.1 WELDING**

- A. Welding and weld procedure qualification tests shall conform to ANSI/AWS D1.1 "Structural Welding Code", 1996 Edition.
- B. Welders shall be properly accredited operators with a minimum of 6 months expertise in welding tubular structures.

### **3.2 FABRICATION**

- A. Provide drain holes inside structural tubes.
- B. Fillet weld shall be in accordance with AWS D1.1, Section 3.9.



### **3.3 FINISHING**

- A. All exposed surfaces of steel shall be blast-cleaned in accordance with Steel Structures Painting Council Surface Preparation Specifications No. 7 Brush-Off Blast Cleaning, SSPC-SP7, latest edition. All blast cleaning shall be done in a dedicated OSHA approved indoor facility.
- B. Exposed surfaces of steel shall be defined as those surfaces seen from the deck and from outside of the structure. Stringers, floor beams, lower brace diagonals and the inside face of the truss below deck and bottom face of the bottom chord shall not be blasted.

### **3.4 DELIVERY AND ERECTION**

- A. Deliver to a location nearest the site which is easily accessible to normal over-the-road tractor/trailer equipment. All trucks delivering bridge materials shall be unloaded at the time of arrival.
- B. The access bridge shall be placed between the concrete abutments on either side of the creek bed as shown on the Drawings.
- C. The bridge bearing plate which is welded to the bridge structure shall bear on the setting plate.
- D. One end of the bridge shall be fixed by fully tightening the nuts on the anchor bolts at that end. The opposite end shall have finger-tight only nuts to allow movement under thermal expansion or contraction.
- E. Place concrete deck in accordance with Section 03300: Structural Concrete.

**- END OF SECTION 03110 -**











## EXHIBIT B TERMS AND CONDITIONS

1. Acceptance-Agreement. Seller's commencement of work on the goods and/or services subject to this purchase order or shipment of such goods, whichever occurs first, shall be deemed an effective mode of acceptance of this purchase order. Any acceptance of this purchase order is limited to acceptance of the express terms contained on the face and back hereof. Any proposal for additional or different terms or any attempt by Seller to vary in any degree from any of the terms of this purchase order in Seller's acceptance is hereby objected to and rejected, but such proposals shall not operate as a rejection of this purchase order unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods, but shall be deemed a material alteration thereof, and this purchase order shall be deemed accepted by Seller without said additional or different terms. If this purchase order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms contained on the face and on the back of this purchase order. Additional or different terms or any attempt by Seller to vary in any degree from any of the terms of this purchase order shall be deemed material and are objected to and rejected, but this purchase order shall not operate as a rejection of the Seller's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods.
2. Termination for Convenience. The City reserves the right to terminate this purchase order or any part hereof for its sole convenience or for any reason that makes it impossible or against the City's interest to complete the order. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination. Seller shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.
3. Termination for Cause. The City may also terminate this purchase order or any part hereof for cause in the event of any default by the vendor, or if the vendor fails to comply with any of the terms and conditions of this offer. In addition to other causes, late deliveries, deliveries of products which are defective or which do not conform to this order, and failure to provide the City, upon request, of reasonable assurances of future performance shall all be causes allowing the City to terminate this order for cause. In the event of termination for cause, the City shall not be liable to Seller, for any amount, and Seller shall be liable to the City for any and all damages, sustained by reason of the default which gave rise to the termination.
4. Warranty. Seller expressly warrants that all goods or services furnished under this purchase order shall conform to all specifications and appropriate standards, will be new and in box, and will be free from defects in material or workmanship. Seller warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Seller warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used.



If Seller knows or has reason to know the particular purpose for which the City intends to use the goods or services, Seller warrants that such goods or services will be fit for such particular purpose. Seller warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance or use of the goods or services furnished hereunder shall not affect the Seller's obligation under this warranty and such warranties shall survive inspection, test, acceptance and use. Seller's warranty shall run to the City, its successors, assigns and customers, and users of products sold by the City. Seller agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly without expense to the City, when notified of such nonconformity by the City, provided the City elects to provide Seller with the opportunity to do so. In the event of failure of Seller to correct defects in or replace nonconforming goods or services promptly, the City, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the cost incurred by the City in doing so.

5. Force Majeure. In the event of either party being rendered unable wholly, or in part, by force majeure to carry out its obligations under this purchase order, then on such party's giving notice and full particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied on, the obligation of the party giving such notice, so far as it is affected by force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, as far as possible, be remedied with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of the public enemies, wars, blockages, insurrections, landslides, earthquakes, fires, and floods.
6. Patents. Seller agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against the City or its agents, customers, or other vendors, for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods, or services furnished hereunder, and Seller further agrees to indemnify the City, its agents and customers against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from any such suit or proceeding, including any settlement. The City may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Seller.
7. Independent Contractor and Insurance. Seller agrees that all services contemplated by this purchase order shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the City. Seller shall maintain all necessary insurance coverages, including public liability and Workmen's Compensation insurance. Seller shall indemnify and save harmless and defend the City from any and all claims or liabilities arising out of the work covered by this paragraph.
8. Indemnification Seller shall defend, indemnify and hold harmless the City against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of Seller, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Seller.





9. Changes. The funds appropriated for this purchase order are equal to or exceed the purchase order amount.
  - a. Seller and the City agree and acknowledge as a part of this purchase order, 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 purchase order to exceed the amount appropriated for this purchase order as listed above, unless the Seller 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 in this contract.
  - b. Seller and the City further agree and acknowledge as a part of this purchase order that no change order or other form or order or directive which requires additional compensable work to be performed under this purchase order 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 purchase order, Seller shall not be entitled to any additional compensation for any additional compensable work performed under this purchase order, and expressly waives any rights to additional compensation, whether by law or equity, unless prior to commencing the additional work, Seller was given a written change order describing the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which change order was signed by an authorized City representative. It is the Sellers sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this purchase order.
  - c. The City shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made and this purchase order shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this paragraph.
10. Inspection/Testing. Payment for the goods delivered hereunder shall not constitute acceptance thereof. The City shall have the right to inspect such goods and to reject any or all of said goods which are in the City's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for herein may be returned to Seller at its expense and, in addition to the City's other rights, the City may charge Seller all expenses of unpacking, examining, repacking and reshipping such goods. In the event the City receives goods whose defects or nonconformity is not apparent on examination. The City reserves the right to require replacement, as well as payment of damages. Nothing contained in this purchase order shall relieve in any way the Seller from the obligation of testing, inspection and quality control.
11. Entire Agreement. This purchase order, and any documents referred to on the face hereof, constitute the entire agreement between the parties.
12. Assignments and Subcontracting. No part of this order may be assigned or subcontracted by the Seller without prior written approval of the City.



13. Setoff All claims for money due or to become due from the City shall be subject to deduction or set-off by the City by reason of any counterclaim arising out of this or any other transaction with Seller.
14. Shipment. If in order to comply with the City's required delivery date it becomes necessary for Seller to ship by a more expensive way than specified in this purchase order, any increased transportation costs resulting therefrom shall be paid for by Seller unless the necessity for such rerouting or expedited handling has been caused by the City.
15. Waiver. The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.
16. Delivery. Time is of the essence of this purchase order, and if delivery of items or rendering of services is not completed by the time promised, the City reserves the right without liability in addition to its other rights and remedies to terminate this purchase order by notice effective when received by Seller as to items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge Seller with any loss incurred.
17. Limitation on the City's Liability - Statute of Limitations. In no event shall the City be liable for anticipated profits or for incidental or consequential damages. The City's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this purchase order or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim. The City shall not be liable for penalties of any description. Any action resulting from any breach on the part of the City as to the goods or services delivered hereunder must be commenced within one year after the cause of action has accrued.
18. Contract Interpretation. Except as otherwise provided herein, no amendment or modification of this purchase order shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this purchase order. This is a completely integrated agreement and contains the entire agreement of the parties, and any prior written or oral agreements which are different from the terms, conditions and provisions of this agreement shall be of no effect and shall not be binding upon either party. Any judicial action under the terms of this agreement shall be exclusively in the District Court for El Paso County, Colorado.
19. Intellectual Property Rights The parties hereby agree, and acknowledge, that all products, items, writings, designs, models, examples, or other work product of the Seller produced pursuant to this purchase order 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 Seller made under this purchase order, including any and all copyrights, trademark, or patent rights, and that compensation to the Seller for agreement and acknowledgement of this INTELLECTUAL PROPERTY RIGHT section of this purchase order is included in any compensation or price whatsoever



paid to the Seller under this purchase order. It is the intent of the parties that the City shall have full ownership and control of the Seller's work products produced pursuant to this purchase order, and the Seller specifically waives and assigns to the City all rights which Seller 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 writing, designs, models, examples, or other work product produced pursuant to this purchase order 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 Seller of any and all copyrights, trademark rights, or patent rights in the Seller's products, items writings, designs, models, examples, or other work product produced pursuant to this purchase order, including all rights in perpetuity. Under this irrevocable assignment, the Seller hereby assigns to the City the sole and exclusive right, title, and interest in and to the Seller's products, items writings, designs, models, examples, or other work product produced pursuant to this purchase order, 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 Seller's products, items writings, designs, models, examples, or other work product in any and all countries. It is the Seller's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Seller's products, items writings, designs, models, examples, or other work product produced pursuant to this purchase order, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Seller agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Seller's agent and attorney-in-fact to act for and in Seller'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 Seller; 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. Further, Seller SHALL INDEMNIFY AND HOLD the City harmless from any and all claims or actions brought against the City with regard to INTELLECTUAL PROPERTY RIGHTS which may result from any work product produced under this purchase order.

20. Appropriation of Funds. In accord with the City Charter, performance of the City's obligations under this Agreement are expressly subject to appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this purchase order, or appropriated funds may not be expended due to City Charter spending limitations, then the City may terminate this purchase order without compensation to the Contractor.
21. Compliances. In the conduct of the services/work of the supplies equipment or materials contemplated hereunder, the Seller shall comply with all applicable state, federal and local law, rules and regulations, technical standards or specifications issued by the City. Seller must qualify for and obtain any required licenses prior to commencement of work.
22. Independent Contractor. Seller understands and agrees that Seller and Seller's employees, agents, servants or other personnel are not City employees. Seller shall





be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to Seller or any of Seller's employees, agents, servants or other personnel performing the services or work supplying equipment or materials specified herein, whether it be of a direct or indirect nature. Further in that regard it is expressly understood and agreed that for such purposes neither Seller nor Seller'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.

23. Compliance with Immigration and Control Act. Seller certifies that Contractor has complied with the United States immigration and Control Act of 1986. All persons employed by Seller for performance of this purchase order have completed and signed Form I-9 verifying their identities and authorization for employment.
24. Taxes. Seller shall pay all sales and use taxes required to be paid to the State of Colorado on the work covered by this purchase order. The Contractor shall execute and deliver and shall cause his subcontractors to execute and deliver to the City, certificates as required, to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and therefore, not subject to state and local sales tax, use tax, or federal excise taxes.
25. Law. This agreement is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court jurisdiction and venue shall exclusively be in the Colorado District Court for El Paso County, Colorado.
26. Books of Account and Auditing. Seller 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. Seller agrees that it will keep and preserve for at least seven (7) years all documents related to this purchase order, which are routinely prepared, collected or compiled by Seller during the performance of this purchase order. The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the Seller's documentation related to this purchase order. Seller shall make all documentation available for examination at the Auditor's request at either the Auditor or Seller's office and without expense to the City.
27. Payment Terms. The City will pay the vendor, upon submission of proper invoices, the prices stipulated in the purchase order for goods provided and accepted, less any deductions provided in purchase order 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.



### **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 and Pikes Peak Rural Transportation Authority (PPRTA) 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 VII

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 RFQ 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 \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations.
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.

Except for workers' compensation and employer's liability insurance and Professional Liability, the City of Colorado Springs and Pikes Peak Rural Transportation Authority (PPRTA) 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 C SOLICITATION QUALIFICATION DOCUMENT**

**Follows this page**