REQUEST FOR INFORMAL BID

CITY OF COLORADO SPRINGS

PROJECT: **BID # B15-147 IP**

BID DUE: DECEMBER 8, 2015 AT 12:00 PM

DEPT: Colorado Springs Parks Dept. Date: NOVEMBER 9, 2015

CONTACT: Jake Butterfield Jbutterfield2@springsgov.com

PHONE: (719) 385-6523 FAX: (719) 385-6599 FAXED AND EMAIL BIDS ACCEPTED

BID FORM

The undersigned declares that it has carefully examined the bid information and the complete Solicitation, (The term solicitation means the complete invitation for bid) in submitting a bid for **Playground Surfacing at El Pomar Youth Sports Complex.** The Offeror's signature will be considered the Offeror's acknowledgment of understanding and ability to comply with all items in this solicitation.

If an Offeror makes any changes or corrections to the bid documents (such as white out, or writing over a figure, etc.) such changes or corrections must be initialed and dated by the person signing the offer prior to its submittal.

TOTAL BID will be evaluated and awarded as follows: The City of Colorado Springs intends to award a contract to the lowest responsible and responsive bidder as specified in SP.9. Each bidder will provide pricing for each area listed in the following documentation.

OFFER

Item #	DESCRIPTION	QNTY	UNIT	UNIT PRICE	EXTENDED
1	FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SUPPLIES REQUIRED TO **Remove and dispose of 3000 square feet of playground surfacing tiles.** IN ACCORDANCE WITH THIS INFORMAL BID AND ALL CITY, STATE, AND FEDERAL RULES AND REGULATIONS	1	JOB	LUMP SUM	$_____
Item #	**DESCRIPTION**	**QNTY**	**UNIT**	**UNIT PRICE**	**EXTENDED**
2	FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SUPPLIES REQUIRED TO **Prep concrete surface for installation of new playground safety surface tiles. The City expects the existing concrete surface to be free of all glue and rubber pieces.** IN ACCORDANCE WITH THIS INFORMAL BID AND ALL CITY, STATE, AND FEDERAL RULES AND REGULATIONS	1	JOB	LUMP SUM	$_____
Item #	**DESCRIPTION**	**QNTY**	**UNIT**	**UNIT PRICE**	**EXTENDED**

3	FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SUPPLIES REQUIRED TO **install 3000 SQF of new playground surfacing tiles. Critical fall height is five feet.** IN ACCORDANCE WITH THIS INFORMAL BID AND ALL CITY, STATE, AND FEDERAL RULES AND REGULATIONS	3000	SF	$_____	$_____

Overall Project Bid Total: _____

Supplemental Bid Notes: (if applicable)

1. A public bid opening will not be held for this informal bid. However results will be made available to all interested parties after the due date.

2. A voluntary pre-bid meeting is scheduled for Tuesday, November 17th at 11:00 AM. The meeting will be at 2212 Executive Circle, Colorado Springs, CO 80906.

3. The City reserves the right to reject any or all bids, to waive formalities or irregularities, and to award bid in whole or in part, if it deems it to be in the best interest of the City of Colorado Springs.

4. Bidders are expected to examine the drawings, specifications, bid documents, proposed contract forms, terms and conditions, and all other instructions and solicitation documents. Bidders are expected to visit the job-site to determine all requirements and conditions that will affect the work. Failure to do so will not relieve a bidder from responsibility to know what is contained in this invitation for bid, or site conditions affecting the work.

5. The bidder certifies that it has checked all of its figures, and understands that the Owner will not be responsible for any errors or omissions on the part of the bidder in preparing its bid.

6. THE contractor/vendor hereby certifies that at the time of this certification, it does not knowingly employ or contract with an illegal alien and that the contractor has participated or attempted to participate in the basic pilot program in order to verify that the Contractor does not employ any illegal aliens. "Basic pilot program" means the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States department of homeland security.

7. All bids solicited 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 Contracting web-site which can be accessed here.

8. Period of Performance: 60 Calendar Days.

FEDERAL TAX ID #_____

This Company Is: Corporation___ Individual____ Partnership____ LLC____

By signing in this space, the contractor hereby certifies that this company is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from bidding/proposing on any federal, state, county or municipal Invitations for Bids or Requests for Proposals.

_____ _____
Signature Date

_____
Title

If awarded the contract, the undersigned hereby agrees to sign said Contract, within ten (10) days of receipt of the "Notice of Award", of said contract, and to begin work within ten (10) days from the date of receipt of the "Notice to Proceed" and to complete the work within sixty (60) calendar days.

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

Company:_____

Business Address:_____

City/State/Zip:_____

Phone & Fax:_____Date:_____

Name (printed):_____ Signature:_____

E-mail address:_____

SPECIAL PROVISIONS

SMALL CONSTRUCTION TYPE PROJECTS UNDER $199,999.00

It is the intent of these Special Provisions to establish minimum Terms and Conditions for small construction type projects under $199,999.00.

SP.1 TERMS & CONDITIONS

The Standard Specifications for this project shall be the "CITY OF COLORADO SPRINGS ENGINEERING DIVISIONS STANDARD SPECIFICATIONS", revised February 1995 (major revisions), and October 2003 (general provisions only), except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety. The City of Colorado Springs Engineering Divisions Standards contains all of the Terms and Conditions that are applicable. It is the responsibility of the each bidder/contractor to insure they have a copy of the above mentioned standard specifications and understand the requirements therein. Copies are available for purchase at the cost of $25.00 from the City of Colorado Springs, Office Services Unit, Suite L01, 30 S. Nevada, Colorado Springs, during regular business hours. The document may also be downloaded at www.springsgov.com/cityengineering. Listed below are the special provisions of the aforementioned specifications. These terms and conditions shall be part of the resultant contract.

SP.2 CONFIDENTIAL MATTERS

All data and information gathered by the Contractor and its subcontractors, and all reports, recommendations, drawings, documents, and data shall be treated by the Contractor and its subcontractors as confidential. The Contractor and its subcontractors must agree not to communicate and disclose the aforesaid matters to a third party or use them in advertising, publicity, or propaganda and/or in another job or jobs, unless prior written consent is obtained from the City.

SP3 INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the City, its employees, directors or agents, from and against all claims, damages, losses, and expenses, including attorney's fees arising from deaths or accidents or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, resulting to employees of the Contractor, or its subcontractors, in the work contemplated and done under the Contract, and to indemnify and hold harmless City, its employees, directors, or agents, from and against all claims, damages, losses, and expenses, including attorney's fees, decrees or judgments whatsoever arising from any and all injuries, including death or damages or destruction of property resulting to any third person or persons, corporation, partnerships or associations caused by any act, omission, failure, or neglect of the Contractor, its subcontractors, or agents, servants and employees, or other persons under its supervision or direction in the performance of any work under the terms of the Contract. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable for or by the Contractor or any subcontractor, manufacturer, or supplier under the Workmen's Compensation Act, disability benefit acts, or other employee benefit acts.

SP.4 NON-APPROPRIATION OF FUNDS

In the event funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this solicitation or appropriated funds may not be expended due the City Charter spending limitations, then the City may terminate this solicitation or award of this solicitation without compensation to bidders. In accord with the City Charter, performance of the City's obligations under any resultant Agreement or Contract is expressly subject to appropriations of funds by the City Council or receipt of Federal Grant Funds, and the City may terminate that Agreement or Contract without compensation to the Contractor.

SP.5 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, a home rule city. Court venue and jurisdiction shall exclusively be in the Colorado District Court of El Paso County Colorado. The contractor shall insure that the contractor and the contractor's employees, agents and officers are familiar with, and comply with, applicable Federal, State and Local laws and Regulations as now written or hereafter amended.

SP.6 PROVISIONS AND SPECIFICATIONS

This document may contain additional General Provision, Special Provisions, Standard Specifications and Drawings which are attached and/or included as part of this solicitation and are incorporated by reference.

SP.7 PERIOD OF PERFORMANCE & LIQUIDATED DAMAGES

As time is an essential element of the Contract, all work shall be completed within the Contract period of **__60_Calendar Days**. For each calendar day that any work shall remain incomplete after the end of the Contract period, the amounts designated in Section 110.02 of the General Provisions will be assessed, not as a penalty but as a predetermined and agreed liquidated damage. The Contractor shall not be assessed with liquidated damages nor the cost of Engineering and Inspection during any delay in the completion of the work caused by acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the causes of such delay, who shall ascertain the facts and the extent of delay, and his findings of the facts thereon shall be final and conclusive.

Amount of Liquidated Original Contract Amount	**Damages Per Day**
Less than $50,000	$300.00
$50,000 to $100,000	$500.00
$100,000 to $500,000	$700.00

SP.8 LICENSES & PERMITS

Bidders must qualify for all licenses and permits required before commencing work.

SP.9 CONTRACT DOCUMENT

Exhibit 1 is a copy of the City's standard contract, which will be used for this solicitation. The City Contracting Office will execute a contract with the lowest, 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 or price and other factors considered.

SP.10 INSURANCE REQUIREMENTS

All interested bidders are required to sign and return Exhibit 2 certifying that it will carry the Minimum Insurance Requirements specified.

SP.11 SALES TAX

The contractor shall apply with 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 (2.5%) which shall be applicable and included in your bid or proposal in all cases. 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 in 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 of 7.4% (City-2.5%, County-1%, PPRTA-1%, and State-2.9%).

The Contractor and all subcontractors shall include in their bid City of Colorado Springs Sales and Use Tax (2.5%) 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 (2.5%) 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, ST 16 forms listing all said equipment, materials and supplies and the corresponding use Tax due, along with payment for said taxes unless already included in the bid price. Any outstanding taxes due may be withheld from the final payment due the contractor and may result in suspension from bidding on City projects.

Forms and instructions can be downloaded at www.springsgov.com/salestax. Questions can be directed to the City Sales Tax Division at (719) 385-5903.

Our Registration Numbers are as follows:
City of Colorado Springs
Federal I.D.: 84-6000574
Federal Excise: A-138557
State Sales Tax: 98-03479

SCHEDULE F

PROJECT SPECIFIC SPECIAL PROVISIONS

The Special Provisions amend or supplement the General Provisions of the Construction Contract and other provisions of the Contract Documents as indicated below. All Provisions that are not so amended or supplemented remain in full force and effect.

2.01 GENERAL

Work to be completed under this contract consists of furnishing all labor, materials, equipment, accessories, and performing all operations to complete the project work in accordance with the manufacturer's installation instructions.

As applicable, 1all work shall be completed in accordance with the **latest version** of the "City of Colorado Springs Engineering Divisions Standard Specifications," (revised February 1995, General Provisions revised January 2008, and Sections 400, 410 and 420 revised January 2007) referred to hereinafter as "Standard Specifications", except as modified in these Special Conditions and the following Technical Specifications.

Copies of the City of Colorado Springs Engineering Divisions Standard are available for purchase at the cost of $25.00 from the City of Colorado Springs, City Engineering Division, Suite 403, 30 South Nevada Avenue, Colorado Springs, during regular business hours.

2.02 MEASUREMENT AND PAYMENT

Payment for work performed by the Contractor under these Contract Documents will be made at the approved lump sum price for all labor, materials, equipment, supplies, services and permit(s) for the Lump Sum price listed on the bid proposal. Such payment shall compensate the Contractor for all costs in connection with furnishing all labor, equipment and material required and performing the operations necessary to complete the work in accordance with the contract documents.

2.03 REQUIRED BONDS

BID BOND REQUIREMENTS

A bid bond in the amount of five (5) percent of the bid amount is required to be submitted with your bid when (1) the total amount of your accumulative bid is more than $100,000 or (2) is required elsewhere in this solicitation. This Bond must meet the following conditions and shall be submitted using the form in the Exhibits Section of this solicitation.

Bid (offer) Bond

a) The Bidder is required to furnish with their bid a bid bond in the form of a certified check, cashier's check or surety bid bond acceptable to the Contracting Specialist in the sum equal to at least 5% of the total amount of the bid payable without condition to the City of Colorado Springs if; (1) the total amount of your accumulative bid is more than $100,000 or (2) is required elsewhere in this solicitation.
b) The Bid Bond shall guarantee that the bid will not be withdrawn or modified for a period of sixty calendar days after the time set for the receipt of bid offers, and if accepted within those sixty calendar days, that the person, firm or corporation submitting same shall within ten (10) calendar days after being notified of the acceptance of its bid offer, enter into a Contract and furnish the required bonds and all insurance certificates called for under this invitation for bid.
c) The Bid Bonds of unsuccessful bidders will not be returned to the respective bidders unless a self-addressed stamped envelope is provided along with a written request for bid bond return. However, if a certified check or a cashier's check is submitted in lieu of the Bid Bond, it will be returned as soon as possible after the lowest responsive and responsible bidder is determined and a contract is executed.
d) In the event the bidder whose bid offer is accepted fails to enter into the contract and/or furnish the proper bonds, its certified check, cashier's check or surety bid bond will be forfeited in full to the City.

PERFORMANCE, LABOR AND MATERIALS PAYMENT, AND MAINTENANCE BONDS

The Contractor shall furnish to the City of Colorado Springs one copy of each; Performance Bond, Labor and Materials Payment Bond, and a Maintenance Bond in the amount of 100% of the total contract within ten (10) calendar days after notification of award of a contract. The cost of all bonds shall be included in Contractor's bid offer.

Bonds shall:

a) Be for the full amount of the contract price.
b) Guarantee the Contractor's faithful performance of the work under this contract, and the prompt and full payment for all labor and materials involved therein.
c) Guarantee protection to the City of Colorado Springs against liens of any kind.
d) Be, when a surety bond is furnished, from a surety company operating lawfully in the state of Colorado and shall be accompanied with an acceptable "Power-of-Attorney" form attached to each bond copy.
e) Be issued from a surety company that is acceptable to the City of Colorado Springs.
f) Be submitted using the forms in the Exhibit section of this solicitation.

SCHEDULE G FEDERAL FORMS

CERTIFICATION REGARDING DEBAREMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The undersigned duly authorized official of the proposer certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property.

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and

D. Have not within a three-year period preceding this application/proposal had one or more public transaction (federal, state or local) terminated for cause or default.

E. Are not on the Comptroller General's List of Ineligible Bidders or any similar list maintained by any other governmental entity.

Where the proposer is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(Check One)

I DO CERTIFY (_____) **I DO NOT CERTIFY (_____)**

Date: _____

Signature: _____

Title: _____

RESTRICTIONS ON LOBBYING CERTIFICATION

Pursuant to United States Public Law 101-121, Section 319, the undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. No Federal appropriated funds have paid or will be paid, by or on behalf of the undersigned, to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person or agency for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned duly authorized official shall require and ensure that the language of this certification be included in any award documents for subcontracts, grants, loans, and cooperative agreements, and that all subcontractors shall so certify and disclose accordingly.

This Certification is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. The submission of this Certification is a prerequisite for making or entering into this transaction, imposed by Title 31 USC Section 1352. Any proposer (person) who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure to file.

Proposer: _____

Signature: _____

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

The undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. That I am an officer or employee of the _____ (proposing entity) having the authority to sign on behalf of the corporation, and,

2. That the prices in the attached proposal were arrived at independently by _____ _____(proposing entity) without collusion, consultation, communication, or any agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any other competitor regarding an understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the RFP/IFB designed to limit independent proposals or competition; and

3. That unless otherwise required by law, the contents and prices contained in the proposal have not been communicated by _____(proposing entity) or its employees or agents to any person not an employee or agent of _____(proposing entity), or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and,

4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Proposer: _____

Signature: _____

Title: _____

Date: _____

CITY OF COLORADO SPRINGS
EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees that:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. 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 race, color, religion, sex, age, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or applicants, a notice to be provided by the City's contract compliance officer advising the labor union or worker's representative of the Contractor's commitments under this contract and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with the rules of the City Manager and applicable to this contract and the Federal Rules and Regulation relevant to equal employment opportunity should those rules and regulations become applicable during the duration of this contract.

5. The Contractor will furnish all information and reports required by the Rules of the City Manager, and if applicable Executive Order 11246 of September 24, 1965, and the Rules, Regulations and Orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts, by the contract compliance officer for purposes of investigation to ascertain compliance with such Rules, Regulations, and Orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such Rules, Regulations, or Orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further City of Colorado Springs contracts in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions authorized by that Order.

7. The Contractor will include the portion of the sentence immediately preceding Paragraph one above and the provisions of Paragraphs one through seven in every subcontract or purchase order unless exempted by Rules of the City Manager so that such provisions will be binding upon each sub-contractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the contract compliance officer may direct as a means of enforcing such provisions, including in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the contract compliance officer, the Contractor may request the City of Colorado Springs to enter into such litigation to protect the interest of the City.

Contracts with the City for purposes of construction work (as defined in 41 CFR 60-1.3) shall include the following term: "Contractor will cooperate with the City in using his best efforts to insure that minority business enterprise shall have the maximum practical opportunity to compete for subcontract work under this contract."

EQUAL EMPLOYMENT STATUS REPORT

Contractor's Name
_____

Street Address
_____

City _____State _____ Zip _____

This firm is:

_____Independently owned and operated

_____ An Affiliate Parent Company _____
or
_____ A Subsidiary of Address _____
or
_____ A Division City and State _____

Zip _____

Contractor HAS HAS NOT (1) developed and has on file an affirmative action program in conformance with the Rules of the City or 41 CFR 60-2; (2) participated in any previous contract or subcontract subject to the equal opportunity clause either the City or Federal _____ Contract Compliance requirement;

(3) Filed with the City, or where applicable, joint Reporting Committee, or other Federal Agency, all reports due under the applicable. _____ previous contract or subcontract.

Contractor's Equal Employment Opportunity Program _____ has _____ has not been subject to a Federal Equal Opportunity Compliance Review. If so, then when
_____

Signature _____ Date _____

Title _____

Return to: City of Colorado Springs Affirmative Action Officer

SCHEDULE H

UNIFORM GRANT GUIDANCE PROCUREMENT LANGUAGE

2 CFR 200

Effective for Federal Grants Made On or After December 26, 2014

Part 326 Contract provisions.

The City's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for City Contracts Under Federal Awards.

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR CITY CONTRACTS UNDER FEDERAL AWARDS

- In addition to other provisions required by the Federal agency or City, all contracts made by the City under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- (B) All contracts in excess of $10,000 must address termination for cause and for convenience by the City including the manner by which it will be effected and the basis for settlement.

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- (D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the City in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- (F) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- (G) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (H) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- (I) See §200.322 Procurement of recovered materials.

EXHIBIT 1

SAMPLE CONSTRUCTION CONTRACT

Contract Number:		Project Name/Title				
Vendor/Contractor						
Contact Name:			Telephone		Fax	
Address:						
Federal Tax ID #		Please check one:	__ Corporation __ Individual __Partnership			
City Contracting Specialist	Name & Phone#	City Dept. Rep	Name & Phone# & Department Name			
NOT TO EXCEED Contract Amount:		City Account #	Acct Code (5) Fund (3) Dept (4) Project (7)			

THIS CONTRACT, in the amount of $ made and entered into this day of By and between the City of Colorado Springs, Colorado, a municipal corporation, in the County of El Paso, State of Colorado, party to the first part hereinafter in the Contract Documents referred to as the "City", and

and trading as an individual or acting as partners consisting of or a corporation organized and existing under the laws of the State of Colorado, hereinafter in the Contract Documents called the "Contractor"; party of the second part.

WITNESSETH:

Whereas the City has heretofore prepared the necessary Contract Documents for:

in the City of Colorado Springs; and whereas the party of the second part did on the day of submit to the City their written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all labor, materials, tools, equipment, transportation and services for said work in strict conformity with the accompanying Contract Documents which include: Instructions to Bidders, Bid Proposal, Notice of Award, Contract, Performance, Labor and Material Payment and Maintenance Bonds, Notice to Proceed, General Conditions and Special Provisions, Specifications and Drawings.

NOW, THEREFORE, it is hereby agreed that for the considerations and amounts specified in the Bid Proposal and the total contract amount designated above and in the Notice of Award, to be paid by the City to the Contractor, Contractor agrees to furnish all materials and to perform all work as set forth in his proposal and as required by the aforesaid Contract Documents.

It is further agreed that the Contractor will start work promptly and continue to work diligently until completed. The contractor shall complete all work on an as ordered basis throughout the contract period _____ 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.

Appropriation and availability of funds: Performance of the City's obligations under this Contract is 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 Contract, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then the City may terminate this Contract without compensation to the Contractor

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

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 compensable work performed under this contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the contractor was given a written Change Order describing the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which Change Order was signed by the authorized City Representative. 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.

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

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

GRATUITIES:

1. The right of the Contractor to proceed or otherwise perform this Contract, and this Contract may be terminated if the Mayor/Manager and/or the City Contracting Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or contractor for the purpose of influencing any decision to grant a City Contract or to obtain favorable treatment under any City Contract.

2. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.

3. Contract termination under this provision shall constitute a breach of contract by the Contractor, and the Contractor shall be liable to the city for all costs of reletting the contract or completion of the contract. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract."

The Contractor hereby certifies that at the time of this certification, the Contractor does not knowingly employ or contract with an illegal alien and that the contractor has participated or attempted to participate in the basic pilot program in order to verify that the Contractor does not employ any illegal aliens. "Basic pilot program" means the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, that is administered by the United States department of homeland security.

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.

THE CITY OF COLORADO SPRINGS, COLORADO:
JEFFREY H. GREENE, CHIEF OF STAFF Date:_____

SECOND PARTY:	
Corporate Name	
Signature	Date
Title	
Witness	

EXHIBIT 2

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

2.__x_____Automobile Liability for limits not less than $500,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.

3.__x_____Commercial General Liability for limits not less than $500,000 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 and contractors protective endorsements.

4.__x____Excess Liability for limits not less than $1,000,000 combined single limit for bodily injury and property damage for each occurrence.

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

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

7._____Pollution Legal Liability Insurance for limits not less than $1,000,000 for sudden and accidental incidents including on-site clean-up for new conditions, third party liability for bodily injury and property damage at on-site and off-site locations, and third party clean-up for new and pre-existing conditions.

8.____x__ Except for workers compensation and employer's liability insurance, 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.

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

_____
(Name of Company)

_____
(Signature) (Date)

EXHIBIT 3

CITY OF COLORADO SPRINGS BID BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

_____
(Name)

_____ As Principal, hereinafter called Principal, and
(Address)

_____
(SURETY Name)

a corporation organized and existing under the laws of the State of:

_____
(SURETY Address)

and AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO, as Obligee, hereinafter called the Obligee, in the sum of: (Insert Proposal Amount in Words)

($ DOLLARS),

lawful money of the United States of America, for payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the Principal has submitted to the Obligee,

a contract bid dated the _____ day of _____ For the following contract:

B15-147 IP PLAYGROUND SURFACING AT EL POMAR YOUTH SPORTS COMPLEX

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, If Principals bid is accepted by Obligee and Principal is awarded the contract in whole or in part, and the Principal shall enter into the contract with the Obligee in accordance with the terms of such bid, and give such Payment, Performance, and Maintenance bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall promptly pay to the Obligee the amount of this bond as set forth herein above, then this obligation shall be null and void, otherwise this obligation to remain in full force and effect.

Signed and sealed on the dates set forth below:

_____ FOR: _____
(Witness) (Principals Name)

BY: _____

ITS: _____

(Seal) This _____ day of _____

_____ FOR: _____
(Witness) (Surety's Name)

BY: _____

ITS: _____

(Seal) This _____ Day of _____

Bond # _____ This Bond __(is) __ (is not) a SBA Guaranteed Bond.

EXHIBIT 4

PERFORMANCE BOND

CITY OF COLORADO SPRINGS PERFORMANCE BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

_____
(Name)

_____ As Principal, hereinafter called Principal, and
(Address)

_____
(SURETY Name)

a corporation organized and existing under the laws of the State of:

_____
(SURETY Address)

and AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO, as Obligee, hereinafter called the Obligee, in the sum of: (Insert Proposal Amount in Words)

($ DOLLARS),

lawful money of the United States of America, for payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the Principal and the Obligee have entered into,

a contract dated the _____ day of _____ For the following project:

B15-147 IP PLAYGROUND SURFACING AT EL POMAR YOUTH SPORTS COMPLEX

Contract # _____ which contract is by reference made a part hereof, and referred to as the Contract.

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Principal shall promptly and faithfully perform all terms, conditions and other obligations of the Contract, and any modifications or extensions thereof granted by the Obligee, then this obligation shall be null and void: otherwise this obligation shall remain in full force and effect.

4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration modification of the terms, conditions or obligations of the Contract or work to be performed thereunder, or any forbearance on the part of either the Obligee or the Principal to the other shall in any way release or affect the liability or obligation of this Bond, and the Surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.

Signed and sealed on the dates set forth below:

_____ FOR: _____
(Witness) (Principals Name)

BY: _____

ITS: _____

(Seal) This _____ Day of _____

_____ FOR: _____
(Witness) (Surety's Name)

BY: _____

ITS: _____

(Seal) This _____ Day of _____

Bond # _____ This Bond __ (is) ___ (is not) a SBA Guaranteed Bond.

EXHIBIT 5

CITY OF COLORADO SPRINGS LABOR & MATERIAL PAYMENT BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

_____
(Name)

_____ As Principal, hereinafter called Principal, and
(Address)

_____
(SURETY Name)

a corporation organized and existing under the laws of the State of:

_____
(SURETY Address)

and AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO, as Obligee, hereinafter called the Obligee, in the sum of: (Insert Proposal Amount in Words)

($ DOLLARS),

lawful money of the United States of America, for payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the Principal and the Obligee have entered into,

a contract dated the _____ day of _____ For the following project:

B15-147 IP PLAYGROUND SURFACING AT EL POMAR YOUTH SPORTS COMPLEX

Contract # _____ which contract is by reference made a part hereof, and referred to as the Contract.

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall promptly make payments of all amounts lawfully due to all persons supplying or furnishing the Principal or the Principals subcontractors with labor, materials, rental machinery, tools or equipment used or performed in the prosecution of the work provided for in the Contract; and if the Principal shall indemnify and save harmless the Obligee to the extent of any payments in connection with the carrying out of the Contract which the Obligee may be required to pay under the law, all in accord with Colorado State Law, Section 38-26-105 C.R.S., then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.

AND FURTHER, should the Principal or the Principals subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Principal or the Principals subcontractors in the performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools, or equipment, in the prosecution of the work under the Contract, the Surety shall pay the same in an amount not exceeding the sum specified in this Bond together with interest at the rate of eight percent per annum, in accord with Colorado State Law, Section 38-26-106 C.R.S.

In accord with Colorado State Law, Section 38-26-105 C.R.S., actions against the Principal and Surety under this Bond shall be brought within six months after the final completion of the Contract as defined by the ordinances, rules and regulations of the City of Colorado Springs, Colorado, a home rule City, and not afterwards.

The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms, conditions or oblations of the Contract or work to be performed thereunder, or any forbearance on the part of either the Obligee or the Principal to the other shall in any way release or affect the Surety's liability or obligation on this Bond, and the surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.

Signed and sealed on the dates set forth below:

_____ FOR: _____
(Witness) (Principals Name)

BY: _____

ITS: _____

(Seal)

This _____ day of _____

_____ FOR: _____

(Witness) (Surety's Name)

BY: _____

ITS: _____

(Seal)

This _____ day of _____

Bond # _____

This Bond ___ (is) ___ (is not) a SBA Guaranteed Bond.

EXHIBIT 6

CITY OF COLORADO SPRINGS MAINTENANCE BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

_____
(Name)

_____ As Principal, hereinafter called Principal, and
(Address)

_____
(SURETY Name)

a corporation organized and existing under the laws of the State of:

_____
(SURETY Address)

and AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO, as Obligee, hereinafter called the Obligee, for the use and benefit of claimants as herein below defined, in the amount of: (Insert Proposal Amount in Words)

($ DOLLARS),

lawful money of the United States of America, together with interest as may be provided by law, for the maintenance and guarantee obligations of the Contract, for the payment whereof Principal and Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the Principal and the Obligee have entered into,

a contract dated the _____ day of _____ For the following project:

B15-147 IP PLAYGROUND SURFACING AT EL POMAR YOUTH SPORTS COMPLEX

Contract # _____ which contract is by reference made a part hereof, and referred to as the Contract.

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall promptly, properly and without cost to Obligee perform all maintenance and other guarantee obligations under the terms of the Contract, including any modifications or extensions thereof granted by the Obligee, for a period of TWO (2) year(s) from the date of final payment upon the Contract by the Obligee, and in the case of each correction or repair, during a period of one year after the date of said correction or repair or for the remaining period of years set forth herein, whichever is longer, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.

4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms, conditions or obligations of the Contract or work to be performed thereunder, or any forbearance on the part of either the Obligee or the Principal to the other shall in anyway release affect the Surety's liability or obligation on this Bond, and the surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.

Signed and sealed on the dates set forth below:

_____ FOR: _____
(Witness) (Principals Name)

BY: _____

ITS: _____

(Seal) This _____ day of _____

_____ FOR: _____
(Witness) (Surety's Name)

BY: _____

ITS: _____

(Seal) This _____ day of _____

Bond # _____ This Bond __ (is) ___ (is not) a SBA Guaranteed Bond.

EXHIBIT 7

SCOPE OF WORK

The City of Colorado Springs is looking for bids to remove, dispose and install new playground safety surfacing tiles at El Pomar Youth Sports Complex. The City of Colorado Springs would like to change the current color which is one hundred percent black to fifty percent color and fifty percent black. The City would like the safety tiles to lock together either by glue or a tab type system. The City has asked for the successful contractor to clean the existing concrete surface very well, we have asked this because the new tiles will have to be secured to the concrete sub surface somehow. To all contractors bidding on this particular job the City would like a brief description of the process of installing their playground surfacing tile product to be submitted with their bid. Please include proper environmental factors that are needed for your product, for example, certain weather type that is needed and/or a minimum temperature that is needed.

The successful contractor will be responsible for a minimum four foot high temporary fence around the entire playground. Playground surfacing should be IPEMA Certified and meets the critical fall heights per ASTM F-1292-04; those fall heights are in the bid tap sections. Surfacing will also conform to requirements of the Americans with Disabilities Act and ASTM F-1951-99 Determination of Playground Surface Accessibility. Proposal should include all surfacing materials, freight, and installation of play surfacing at El Pomar Youth Sports Complex.