



THE CITY OF COLORADO SPRINGS
and the
PIKES PEAK RURAL
TRANSPORTATION AUTHORITY



INVITATION FOR BID (IFB)

SECTIONS B1 THROUGH B30 EXPLAIN IN DETAIL THE BID REQUIREMENTS

BID #

B16-T003NS

December 15, 2015

TRAFFIC SIGNAL HARDWARE/EQUIPMENT

FOR
CITY OF COLORADO SPRINGS
Pikes Peak Rural Transportation Authority

**PUBLIC WORKS
TRAFFIC ENGINEERING**

PRE-BID CONFERENCE

A PRE-BID CONFERENCE IS NOT SCHEDULED

OFFERS DUE:

2:00 P.M., THURSDAY, JANUARY 7, 2016

POINT OF CONTACT:
Nicole Spindler
Senior Contracts Specialist
nspindler@springsgov.com

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SCHEDULE A

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 “**TRAFFIC SIGNAL EQUIPMENT/HARDWARE**”. The Offeror’s signature will be considered the offeror’s acknowledgment of understanding and ability to comply with all items in this solicitation.

The Offeror’s signature will be considered the offerors 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 B. 18. Each bidder will provide pricing for any or all items listed in the following documentation.

OFFER

	ITEM DESCRIPTION	EST QTY	UNIT	UNIT COST	EXTENDED
	1. Pushbuttons-Piezo driven solid state switch (Polara Bulldog III w/3" deep housing)	400	EA	\$ _____	\$ _____
	2. 1-Way 12x3 cable mounts (PELCO-AB-0617-3-62-PNC) Tallon type, AB-4000/4005 arm kit.	50	EA	\$ _____	\$ _____
	2b. 1-Way 12x3 cable mounts (PELCO-AB-0617-3-84-PNC) Tallon type, AB-4000/4005 arm kit.	50	EA	\$ _____	\$ _____
	2c. 1-Way 12x3 cable mounts (PELCO-AB-0617-3-96-PNC) Tallon type, AB-4000/4005 arm kit.	50	EA	\$ _____	\$ _____
	3. 1-Way 12x4 cable mounts (PELCO-AB-0617-4-62"-PNC) Tallon type. AB-4000/4005 arm kit.	50	EA	\$ _____	\$ _____
	4. 5-section cluster mounts. (PELCO-AB-0647-62"-PNC) Tallon type. AB-5001/5005 arm kit.	50	EA	\$ _____	\$ _____
	5. 8', Sch 40 steel clamp on mast arm, hardware kit, 8"-10" clamp size, <u>No-cap assy.</u> Powder Coat over Galv. (PELCO AP-3079-8-Galv)	20	EA	\$ _____	\$ _____
	5b. 8', Sch 40 steel clamp on mast arm, hardware kit, 10.25"-12" clamp size, <u>No-cap assy.</u> Powder Coat over Galv. (PELCO AP-3130-8-Galv)	40	EA	\$ _____	\$ _____

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5c. 8', Schedule 40 steel clamp on mast arm, hardware kit, 12.25"-14" clamp size, <u>No-cap assy.</u> Powder Coat over Galv. PELCO	40	EA	\$ _____	\$ _____
5d. 8', Schedule 40 steel clamp on mast arm, hardware kit, 14.25"-16" clamp size, <u>No-cap assy.</u> Powder Coat over Galv. (PELCO AP-3141-8-Galv)	20	EA	\$ _____	\$ _____
6. Strand Vise 1/2" MPS #5254, Stainless Steel bail.	100	EA	\$ _____	\$ _____
7. Strand Vise 3/16" MPS #5199, Stainless Steel bail	100	EA	\$ _____	\$ _____
8. Tether-single-stud break-away Alum. (PELCO SE-5058-PNC)	200	EA	\$ _____	\$ _____
9. Upper & Lower tri-stud arm assy. (PELCO SE-5061-P)	50	EA	\$ _____	\$ _____
10. Anchor bolt cage, 3/4"-10NC x18", 13" Bolt Circle, 36" Rebar, Galv. (PELCO AP-1095-GLV)	50	EA	\$ _____	\$ _____
11. Signal wire cable hangers 3" STD GALV 1/2" LK.	5000	EA	\$ _____	\$ _____
12. Pedestal Pole-Spun Alum, TOE, Schedule 40, 4.5" O.D. (PELCO PB-5100-10-PNC)	40	EA	\$ _____	\$ _____
12b. Pedestal Pole-Spun Alum, TOE, Schedule 40, 4.5" O.D. (PELCO PB-5100-10-P), Powder coat black.	80	EA	\$ _____	\$ _____
13. Pedestal Pole-Spun Alum, TOE, Schedule 40, 4.5" O.D. (PELCO PB-5100-5-PNC).	40	EA	\$ _____	\$ _____
13b. Pedestal Pole-Spun Alum, TOE, Schedule 40, 4.5" O.D. (PELCO PB-5100-5-P), Powder coat black.	80	EA	\$ _____	\$ _____
14. Pedestal square base assembly. Alum, 3/8" set screws, Threaded collar, grounding lug, door. (PELCO PB-5334)	40	EA	\$ _____	\$ _____
14b. Pedestal square base assembly. Alum, 3/8" set screws, Threaded collar, grounding lug, door. (PELCO PB-5334) Powder coated black.	100	EA	\$ _____	\$ _____

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15. Anchor bolt set 4x(3/4" x 10 x 18"), includes (4 bolts, 8 washers & 8 nuts).	150	EA	\$ _____	\$ _____
16. Pole Cap, Dome type, for 4.5" OD pole. Spun aluminum finish. (PELCO PB-5402-PNC)	50	EA	\$ _____	\$ _____
16b. Pole Cap, Dome type, for 4.5" OD pole. Powder coat black. (PELCO PB-5402-P)	100	EA	\$ _____	\$ _____
17. Pedestal Pole-Steel, TOE, Schedule 40, 4.5" O.D. 15', Powder coat black.(PELCO PB-5201-15-P)	30	EA	\$ _____	\$ _____
18. Square base assembly. Iron, W/Iron Door. Powder coated black. (PELCO PB-5511-3S-GL-P)	30	EA	\$ _____	\$ _____
19. Conduit running thread pipe. (1-1/2" x 36" aluminum).	100	EA	\$ _____	\$ _____
20. Camera Bracket, 2-Piece adj Tallon Mount. (PELCO AB-0674-46-74-PNC)	50	EA	\$ _____	\$ _____
20b. Camera Bracket, 2-Piece adj Tallon Mount. (PELCO AB-0674-62-74-PNC)	50	EA	\$ _____	\$ _____
20c. Camera Bracket, 2-Piece adj Tallon Mount. (PELCO AB-0674-84-74-PNC)	50	EA	\$ _____	\$ _____
20d. Camera Bracket, 2-Piece adj Tallon Mount. (PELCO AB-0674-110-74-PNC)	20	EA	\$ _____	\$ _____

Supplemental Bid Notes:

- The bidder understands that the bid quantities are estimated and that final payment will be based on actual quantities ordered.
- All orders are FOB Destination
- The City of Colorado Springs intends to award contracts for individual items or sub groups of items listed in schedule A.
- This Bid is for materials only.
- Descriptive literature on proposed items must be submitted with bid.
- Estimated delivery times are expected to be less than 60 days, (30 days or less is preferred), from notification of purchase.

**BID FORM
SIGNATURE PAGE**

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

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

If awarded the contract, the undersigned hereby agrees to sign said Contract, and furnish the necessary bonds 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".

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

(Name of Company)

(Signature)

(Date)

(Address)

(City, State and Zip)

(Telephone Number)

(Name typed/Printed)

(Title)

(Facsimile Number)

FEDERAL TAX ID # _____

This Company Is: Corporation _____

Individual _____

Partnership _____

LLC _____

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

AMENDMENT #1 _____ DATED: _____

AMENDMENT #2 _____ DATED: _____

AMENDMENT #3 _____ DATED: _____

SCHEDULE B

INSTRUCTIONS TO BIDDERS

GENERAL INFORMATION

City Contracting no longer maintains a bidders' list. All projects subject to formal competition are posted on Rocky Mountain E Purchasing (www.rockymountainbidsystem.com) or in the lobby of our office at 30 S. Nevada Ave., Ste. 201, Colorado Springs, CO 80903.

The City of Colorado Springs Contracting now utilizes **Rocky Mountain E Purchasing** which can be accessed [here](#). This system will provide you with convenient access to all bid information for the City of Colorado Springs as well as 106 other local agencies throughout Colorado. To receive email alerts of open bids in your field please register with Rocky Mountain E Purchasing System and complete your online registration. All vendors are encouraged to register in order to access RFP's, IFB's, addenda, and awards.

B.1 BID ISSUE DATE

Invitation for Bid (IFB) Number B16-T0003NS is being posted on the web-site on 12/15/2015.

B.2 PROCUREMENT RULES AND REGULATIONS

All formal Invitation for Bids (IFB) advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City Contracting web-site www.springsgov.com. Any discrepancies or conflicting statements, decisions regarding bidding irregularities, clauses or specifications will be rectified utilizing the City's Procurement Rules and Regulations. It is the bidder's responsibility to advise the Contracting Specialist listed in these bidding documents of any potential discrepancies, conflicting statements, clauses or specifications prior to the bid opening date and time.

B.3 PREPARATION OF BID OFFER

- B.3.1 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 their responsibility to know what is contained in this invitation for bid, or site conditions affecting the work.
- B.3.2 The bidder 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 bidders in preparing its bid.
- B.3.3 All items, (unless the invitation specifically states otherwise) including any additive or deductive alternates on the bid schedule, **must** be completely filled out or the bid will be determined non-responsive and ineligible for consideration for award.
- B.3.4 The bidder declares that the person or persons signing this bid is/are authorized to sign on behalf of the firm listed and to fully bind the bidder to all the requirements of the solicitation.
- B.3.5 The bidder certifies that no person or firm other than the bidder or as otherwise indicated has any interest whatsoever in this bid/offer or the Contract that may be entered into as a result of this bid/offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.
- B.3.6 By submitting a bid the bidder 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 bid. Bidders are expected to review the City's Procurement Rules and Regulations which will be used when determining a bidder responsive and responsible and awarding contracts in the best interest of the City.
- B.3.7 If there is a discrepancy between the unit price and the total price, the unit price shall be used to determine the applicable total price. Bidders are responsible for including profit and overhead associated with the project when determining their unit prices.

B.4 EXPLANATIONS TO PROSPECTIVE OFFERORS

Any prospective bidder desiring an explanation or interpretation of the solicitation documents, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the time for submission of offers. Oral explanations or instructions given before the opening of bids will not be binding. Any information provided to a prospective bidder during the bid preparation stage will be promptly furnished to all other prospective bidders as an amendment to the solicitation if that information is necessary in submitting bid offers or if the lack of it would be prejudicial to other prospective bidders.

B.5 QUESTIONS AND OTHER REQUESTS FOR INFORMATION

All questions shall be submitted in writing to the following specified individual. The preferred method of submitting written questions is via e-mail. All questions must be received no later than five calendar days prior to bid opening date.

All questions shall be directed to:

Nicole Spindler - nspindler@springsgov.com

B.6 PRE-BID CONFERENCE

A pre-bid conference is not scheduled for this solicitation.

B.7 AMENDMENTS TO THE SOLICITATION

Amendments are also referred to as addendum or addenda; and these terms shall be considered synonymous. The City of Colorado Springs will post all addenda on the web-site. It is the bidder's responsibility to check the web-site for posted addenda or contact the Contracting Specialist listed in B.5 to confirm the number of Amendments which have been issued.

- B.7.1 If this solicitation is amended, then all specifications, terms and conditions, which are not amended, remain unchanged.
- B.7.2 Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid offers, or (3) by letter or facsimile.
- B.7.3 Acknowledged amendments must be received prior to bid opening. Bidders are encouraged to include signed addenda or initialed acknowledgment with returned bids.

B.8 BID BOND REQUIREMENTS

Bid bond is waived.

B.9 ESTIMATED QUANTITIES

If the bid schedule herein contains estimated quantities this provision is applicable. The quantities listed for each of the items in the bid schedule are only estimated quantities. Contractors are required to bid a firm unit cost for each item specified. The actual quantities ordered may fluctuate up or down. The unit prices proposed by each bidder will remain firm and will not be re-negotiated if the estimated quantities are not met or are exceeded. This clause will take precedence over any/all other estimated quantity clauses that conflict with this clause.

For bidding purposes, if there is a conflict between the extended total of an item and the unit price, the unit price shall prevail and be considered as the amount of the bid. All unit prices shall include all necessary overhead and profit. Items not listed in the bid schedule such as overhead, profit, mobilization, de-mobilization, bonding, etc shall be distributed throughout the bidder's unit prices for the items listed in the bid schedule.

B.10 SALES TAX

This Invitation for Bids is for materials only. The City of Colorado Springs, Colorado is a municipal corporation and, therefore, not subject to State and Local sales or use tax.

Our Registration Numbers are as follows:

Federal I.D.: 84-6000573
Federal Excise: A-138557

State Sales Tax: 98-03479

B.11 IDENTIFICATION OF BID

Bids must be returned in a sealed envelope; solicitation number and date for submission of offers must be clearly marked on the outside in the lower left hand corner: Any offer that is submitted without being properly marked may be opened for identification prior to the deadline for receipt of offers and then resealed.

BID # B16-T003NS TRAFFIC SIGNAL EQUIPMENT
JANUARY 7, 2016 – 2:00 PM
COMPANY NAME: _____

B.12 SUBMISSION OF BIDS

B.12.1 Bids are to be submitted in a sealed envelope to City Contracting Office, 30 S. Nevada Ave., Suite 201, Colorado Springs CO. 80903.

B.12.2 Date/Time: Bids shall be received on or before: **2:00 PM, JANUARY 7, 2016.**

B.12.3 BID SUBMITTAL DOCUMENTS:

The following listed documents must be submitted with your bid in order for your bid submittal to be considered responsive. Use this list as a checklist to make sure all required documents are submitted.

- Schedule A., Bid Form
- Equal Employment Status-Exhibit 2
- Addendums if issued

*******LATE BIDS WILL NOT BE ACCEPTED*******

B.13 NUMBER OF COPIES

Bidder shall submit in its sealed and marked envelope, one (1) copy of its bid, signed in ink, and, if applicable, one (1) original copy of the Bid Bond as defined in B.8.

B.14 LATE BIDS/LATE MODIFICATIONS OF BIDS

B.14.1 Bids received in the office designated in B.12 above, after the exact time set for opening are considered “late bids”, and will not be accepted by the Bid Opening Official. Bidders are solely responsible for insuring their bids arrive on time and to the place of bids specified in the Invitation for Bid.

B.14.2 The City of Colorado Springs will not consider a late bid or late modification of bid unless:
(1) There is conclusive evidence that the bid was submitted to the office designated in B.12 above, on time and was mishandled by the City of Colorado Springs (i.e. lost or misplaced) City Contracting personnel responsible for handling/receiving bids. Mishandling by other units or offices of the City of Colorado Springs does not constitute City Contracting personnel.
(2) Or – it was the only bid received.

B.15 MISTAKES IN BIDS - CONFIRMATION OF BID

When it appears from a review of the bid that a mistake has been made, the bidder may be requested to confirm their bid. Situations in which the confirmation may be requested include obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids submitted. All mistakes in bids will be handled in accordance with the City of Colorado Springs Procurement Rules and Regulations.

B.16 MINOR INFORMALITIES/IRREGULARITIES IN BIDS

B.16.1 A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is considered immaterial when the

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effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the services being acquired.

B.16.2 If the City Procurement Services determines that the bid submitted contains a minor informality or irregularity, then the Manager shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid, or waive the deficiency, whichever is to the advantage of the City. In no event will the bidder be allowed to change the bid amount. Examples of minor informalities or irregularities include but are not limited to the following;

B.16.2.1 Bidder fails to sign the Bid, but only if the unsigned bid is accompanied by other material evidence, which indicates the bidder's intention to be bound by the unsigned bid. (such as Bid bond, or signed cover letter which references the bid # and amount of bid).

B.16.2.2 Bidder fails to acknowledge an Amendment - this may be considered a minor informality only if the Amendment, which was not acknowledged, involves only a matter of form or has either no effect or merely a negligible effect on price, quantity, quality, or delivery of the item or services bid upon.

B.17 REJECTION OF BIDS

Any bid that fails to conform to the essential requirements of the Invitation for Bids will be rejected.

B.17.1 Any bid that does not conform to the applicable specifications shall be rejected unless the invitation authorizes the submission of alternate bids and the items or services offered as alternates meet the requirements specified in the Invitation for Bids.

B.17.2 A bid shall be rejected when the bidder imposes conditions that would modify requirements of the invitation or limit the bidder's liability to the City, since to allow the bidder to impose such conditions would be prejudicial to other bidders. For example, bids shall be rejected in which the bidder:

B.17.2.1 Protects against future changes in conditions, such as increased costs, if total possible costs to the City cannot be determined.

B.17.2.2 Fails to state a price and indicates that price shall be "price in effect at time delivery".

B.17.2.3 States a price but qualifies it as being subject to "price in effect at time of delivery".

B.17.2.4 Takes exceptions to the Invitation for Bids terms and conditions.

B.17.2.5 Inserts the bidder's terms and conditions.

B.17.2.6 Limits the rights of the City under any contract/invitation for bid clause.

B.18 BASIS OF AWARD

The City of Colorado Springs intends to award a contract resulting from this solicitation to 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.

B.18.1 In addition to other factors, bid/offers will be evaluated on the basis of advantages and disadvantages to the City that might result from offers received.

B.18.2 The City reserves the right to reject any or all proposals and to waive informalities and/or irregularities in the bid offer.

B.18.3 Total bid will be evaluated and awarded as follows: It is the City's intent to award this bid based on **EACH ITEM SEPARATELY (Items 1-20). (Each bidder will provide pricing for any or all items listed in Schedule A).**

B.19 THINK LOCAL

The City of Colorado Springs City Council has adopted a think local resolution to utilize local service providers. In the spirit of that resolution this solicitation will allow a one percent (1%) preference for local Colorado Springs firms.

It is the City's intent to award the contract to a Colorado Springs firm if their bid is less than one-percent higher than a second place bidder that is not a local firm. A local firm shall be described as a firm that has a local office within Colorado Springs.

B.20 PERIOD OF ACCEPTANCE

The bidder agrees that its bid offer shall remain open for acceptance by the City for a period of sixty (60) calendar days from the date specified in the solicitation for receipt of bids. Additionally the City reserves the right to extend any resultant contract or previously approved contract extension for up to six months while products or services are being rebid.

B.21 BID RESULTS

The City of Colorado Springs does not mail bid results or tabulations. However, bid tabulations are posted and can be downloaded from the web-site.

Bid tabulations will also be faxed upon request. To request fax bid tabulation, call (719) 385-5910.

B.22 CONTRACT AWARD

The signature of the bidder indicates that within ten (10) calendar days from acceptance of its bid offer it will execute a contract with the City of Colorado Springs and if indicated in this solicitation, furnish a project specific Certificate of Insurance naming the City of Colorado Springs as Additional Insured, furnish Performance, Labor and Materials, Payment and Maintenance Bonds and any other documents required by the Specifications or Contract Documents.

B.23 TYPE OF CONTRACT

It is the intent of this Invitation for Bids (IFB) to award a firm fixed unit price Requirements Contract based on the prices offered by the lowest responsive and responsible bidders. Contract prices shall remain firm and fixed throughout the contract performance period.

B.24 ADDITIONAL BOND REQUIREMENTS

B.24.1 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.

B.25 F.O.B. DESTINATION

Unless otherwise specified in the invitation for bid, all goods, materials, supplies, equipment or services covered by this solicitation shall be delivered F.O.B. destination, all freight charges

prepaid and allowed, within the city limits of the City of Colorado Springs, Colorado, at the location indicated in the awarded contract or purchase order.

B.26 TERMS, CONDITIONS AND SPECIAL PROVISIONS

Bidders are advised to pay special attention to Schedules C, Terms and Conditions, and Schedule D, Special Provisions. These schedules may contain requirements that will have an impact on all potential bidders, such as Liquidated Damages, Indemnification, DBE participation, type of contract, and delivery schedule.

B.27 FISCAL OBLIGATIONS OF CITY

This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Agreement.

B.28 EQUAL EMPLOYMENT OPPORTUNITY

B.27.1 In connection with this procurement, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status or disability. The contractor will take affirmative action to ensure that all applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, marital status or disability. Such action 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.

- a) 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.
- b) The Contractor will comply with all equal employment opportunity provisions, rules, regulations and executive orders issued by the City of Colorado Springs, State of Colorado and the Secretary of Labor.
- c) The Contractor will furnish all information and reports required by any equal employment opportunity provisions, rules, regulations and executive orders and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with such Rules, Regulations, and Orders.
- d) 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 contracts.

B.29 PERIOD OF PERFORMANCE

The Requirements Contract Period of Performance will be from Notice to Proceed through December 31, 2016, with options to renew the contract, at the City's sole discretion, for up to four additional one-year periods. . **The bid prices shall remain firm fixed for the entire initial contract period.**

B.30 NOTICE TO PROCEED

Work may not start under any awarded contract until a written notice to proceed is issued by the City of Colorado Springs. The City of Colorado Springs may issue the Notice-to-Proceed any time after the contract is signed and, if required, insurance and bonds have been provided.

SCHEDULE C

TERMS & CONDITIONS

C.1. 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.

C.2. 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.

C.3 ANNUAL REQUIREMENTS CONTRACT

It is the intent of this Invitation for Bids (IFB) to establish firm fixed unit prices based on an estimated annual usage for each bid item. It is not the City's intent to order all items at one time. Bidder's that qualify its bid to indicate one-time delivery may have their bid rejected as irregular. The City of Colorado Springs will issue a Requirements Contract as a result of this Invitation for Bids. The using Department will issue Purchase Orders against the Requirements Contract on an as required basis. The City of Colorado Springs does not guarantee any specific quantities or amount of awarded products will be purchased under this contract. The estimated annual quantities indicated are the City's estimated requirements only.

C.4 MINIMUM ORDER QUANTITY

The City of Colorado Springs will order different quantities of any combination of the bid items awarded.

C.5 PERIOD OF PERFORMANCE

The Requirements Contract Period of Performance will be from Notice to Proceed through December 31, 2016, with options to renew the contract, at the City's sole discretion, for up to four additional one-year periods. . **The bid prices shall remain firm fixed for the entire initial contract period.**

C.6 OPTION PERIODS OF PERFORMANCE

Thirty days prior to the expiration of the current year contract, the contractor may request a price review if a price increase or decrease is requested. If the contractor requests a price increase, the City of Colorado Springs will evaluate that request, and the City may elect to re-bid the contract if it does not consider the request fair and reasonable. No price review requests will be considered during the initial contract period, Notice to Proceed through December 31, 2016, or at any other time not specified herein.

C.7 EXCLUSIVITY

This contract shall provide a basis for the City of Colorado Springs to purchase various traffic signal type equipment, material and supplies as defined in the specifications and indicated in the bid form on a per-item basis. This contract shall not be considered exclusive or prohibiting the City of Colorado Springs from purchasing from other contractors as deemed necessary by the City In order to ensure deliveries on an as needed basis.

C.8 PPRTA FUNDED PROJECTS

PPRTA Funding Special Provision: Joint Contracts - City of Colorado Springs and the Pikes Peak Rural Transportation Authority (PPRTA).

This contract is a joint contract between the Contractor, the City of Colorado Springs, and the Pikes Peak Rural Transportation Authority. The Parties therefore Agree to the following:

1. This PPRTA Funding Special Provision shall superede any contrary provision of this Contract.
2. The Contractor acknowledges and understands that this contract is funded in whole or in part by the PPRTA and administered by the City. Both the City and the PPRTA are Parties to this Contract.
3. The Contractor acknowledges and understands that all payments under this contract shall be made to the contractor by the PPRTA. PPRTA funding obligations shall be paid by PPRTA warrants. In the event there is Joint City / PPRTA funding, then payment to the Contractor by the PPRTA shall consist of Warrants from the City and Warrants from the PPRTA. The Contractor agrees to accept all payments made or proffered by the PPRTA under this Contract.
4. All bonds under this Contract shall include the City of Colorado Springs and the PPRTA as Obligees.
5. All insurance policies provided by the Contractor pursuant to this contract except Workers Compensation Insurance shall name both the City of Colorado Springs and the PPRTA as additional insureds. All insurance policies provided by any sub-contractor for any work pursuant to contracts with the Contractor, except Workers Compensation Insurance, shall also name both the City of Colorado Springs and the PPRTA as additional insureds.
6. Law: This contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Home Rule City and the Resolutions, Rules and Regulations of the PPRTA. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado. The Parties agree that this contract shall be deemed to have been made in, and the place of performance is deemed to be in, the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall insure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.
7. Appropriation and availability of funds: In accord with the Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City's obligations under this Contract is expressly subject to appropriation of funds by the City Council for this contract and the availability of those appropriated funds for expenditure. 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 and the PPRTA may terminate this Agreement without compensation to the Contractor. Performance of the PPRTA's obligations under this IGA are expressly subject to appropriation of funds by the PPRTA and the availability of those funds for the payment of obligations incurred under this contract. Further, in the event that PPRTA funds are not appropriated in whole or in part sufficient for performance of the PPRTA's obligations under this Contract, or

appropriated funds may not be expended legal limitations on non-availability, then the City and the PPRTA may terminate this Contract without compensation to the Contractor.

8. Indemnification: The Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, and the PPRTA, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract.
9. Warranties: All warranties provided by Contractor under or pursuant to this Contract to the City shall also apply to the PPRTA.
10. Final Payment: Final payment under this Contract shall be made in accord with the terms of this Contract, except that final payment shall be made by the PPRTA, and the making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the City and the PPRTA.
11. Termination or default of Contract: In all contract provisions giving the City the right to terminate, for convenience or otherwise, or giving the City rights in the event of default by the contractor, the term City shall include the PPRTA.
12. Change Orders:
 - a) The Contractor agrees and acknowledges 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 this Contract to exceed the amount appropriated for this Contract, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract.
 - b) The Contractor further agrees and acknowledges 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 City or PPRTA funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any additional compensable work performed under this Contract, including but not limited to emergency work, 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.
 - c) Any budget changes or significant changes to the design, requirements or scope of the Contract shall require the approval of the City and the PPRTA.

C.9 DESCRIPTIVE LITERATURE

Suppliers/manufacturers must submit complete descriptive literature for all proposed bid items with their bid proposal. Bids received that do not include the required descriptive literature will be determined non-responsive. The City of Colorado Springs will be the sole judge on the acceptability of proposed items that meet or exceed the specifications and requirements.

SCHEDULE D

PURCHASE ORDER / CONTRACT TERMS AND CONDITIONS

1. Acceptance-Agreement

Seller's commencement of work on the goods 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 any of the terms of this offer in Seller's acceptance is hereby objected to and rejected, but such proposals shall not operate as a rejection of this offer 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 offer 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 hereof. Additional or different terms or any attempt by Seller to vary in any degree 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 of The City The City reserves the right to terminate this order or any part hereof for its sole convenience. 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 the City may terminate the agreement at any time if it is found that reasons beyond the control of either the City or Contractor make it impossible or against the City's interest to complete the agreement. 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 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. 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 agreement shall conform to all specifications and appropriate standards, will be new, 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 non-conforming 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 Agreement, 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

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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 customer 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. Insurance In the event that Seller's objections hereunder require or contemplate performance of services by Seller's employees, or persons under contract to Seller, to be done on the City's property, or property of the City's customers, the Seller agrees that all such work 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 coverage's, 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 contract are equal to or exceed the awarded contract amount.

a. The Contractor and the City agree and acknowledge as a part of this contract, that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the contract to exceed the amount appropriated for this contract as listed above, unless the contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in this contract.

b. The contractor and the City further agree and acknowledge as a part of this contract that no change order or other form or order or directive which requires additional compensable work to be performed under this contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this contract, the contractor shall not be entitled to any additional compensation for any 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.

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 agreement 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 non-conforming. 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, re-packing 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.

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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 setoff by the City by reason of any conterclaim 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 contract, 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 contract 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 agreement 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. Year 2000 Compliance For stand-alone computer systems (hardware or software): "When operated in accordance with its documentation, the system will accurately read, produce, present, and calculate date data from, through, and after the Year 2000, including accurate treatment of leap years, and assuming that all interoperating systems not supplied by vendor are Year 2000 compliant.

a. For interoperating computer systems (hardware or software): "When operated in accordance with its documentation, the systems, acting individually and cooperatively, will accurately read, produce, present, and calculate date data from, through, and after the Year **2000**, including accurate treatment of leap years, and assuming that all interoperating systems not supplied by vendor are Year **2000** compliant. "

b. For software systems which are replacing or updating existing systems: "The existing data will remain accessible and usable through the Year 2000, and be capable of full interactivity with the data generated by the new or updated software (including accurate calculations using prior and new data entries)."

c. For electronic equipment: "When operated in accordance with its documentation, the equipment will function, uninterrupted, in accordance with specifications, and without error, through and after the Year 2000."

d. For services: "Service provider warranties that its systems and equipment are or will be Year **2000**-ready such that the contracted service will not be interrupted or degraded due to miscalculation of dates through and after the Year 2000."

19. Contract Interpretation No amendment or modification of this agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this contract. The laws of the State of Colorado shall govern this agreement. 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.

20. 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 CONTRACT are works made for hire, and that the City owns, has, and possesses any and all ownership rights and interests to any work products of the Seller made under this CONTRACT, including any and

copyrights, trademark, or patent rights, and that compensation to the Seller for agreement and acknowledgment of this INTELLECTUAL PROPERTY RIGHT section of this CONTRACT is included in any compensation or price whatsoever paid to the Seller under this CONTRACT. It is the intent of the parties that the City shall have full ownership and control of the CONTRACT'S work products produced pursuant to this CONTRACT, 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 CONTRACT is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this INTELLECTUAL PROPERTY RIGHTS provision shall act as an irrevocable assignment to the City by the 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 CONTRACT, 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 CONTRACT, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the 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 CONTRACT, 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 CONTRACT.

21. 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 contract, or appropriated funds may not be expended due to City Charter spending limitations, then the City may terminate this Agreement without compensation to the Contractor.

22. Compliance's In the conduct of the services/work of the supplies equipment or materials contemplated hereunder, the Contractor shall comply with all applicable state, federal and local law, rules and regulations, technical standards or specifications issued by the City. Contractor must qualify for and obtain any required licenses prior to commencement of work.

23. Independent Contractor The Contractor understands and agrees that the Contractor and Contractor's employees, agents, servants or other personnel are not City employees. Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to Contractor or any of Contractor'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 Contractor nor Contractor's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

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

25. Delivery And Taxes The City may cancel this agreement or any portion thereof if delivery is not made when and as specified ' time being the essence of this contract. Contractor shall pay the City for any loss or damage sustained by the City because of failure to perform in accordance with this agreement. The Contractor shall pay all sales and use taxes required to be paid to the State of Colorado on the work covered by this agreement. 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

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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.

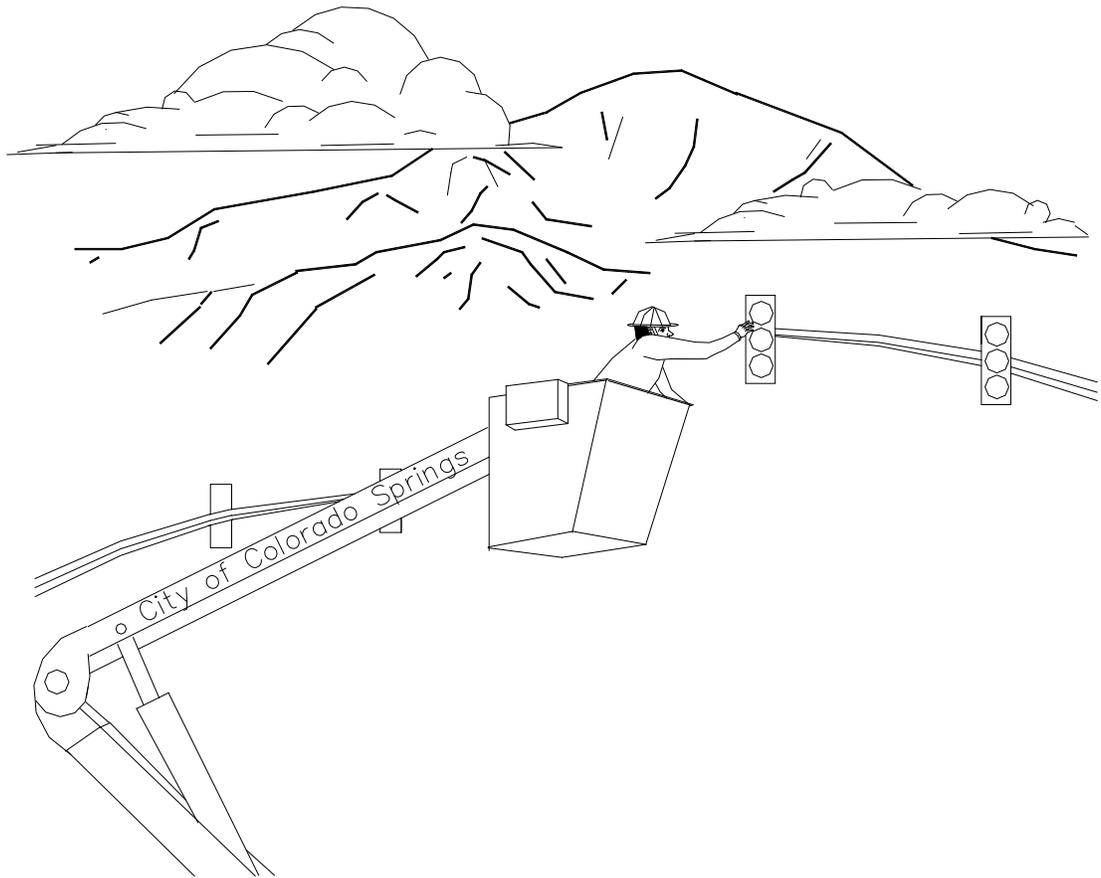
26. LAW This agreement is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court jurisdiction and venue shall exclusively be in the Colorado District Court for El Paso County, Colorado.

SCHEDULE E

TECHNICAL SPECIFICATIONS

**COLORADO SPRINGS CITY TRAFFIC SIGNAL
INSTALLATION & PARTS SPECIFICATIONS**

Effective date 12/1/2015



Any changes or specific instructions to this manual will be addressed at the pre-construction meeting. At that time, any questions from the contractor will also be addressed.

COLORADO SPRINGS CITY TRAFFIC SIGNAL

INSTALLATION & PARTS SPECIFICATIONS FOR CONTRACTORS

- 1.0 Traffic Signal Contractor Pre-Qualifications
Traffic Signal Contractor Pre-Qualification Questionnaire
- 2.0 General Notes
- 3.0 Equipment approvals
- 4.0 Cable Splicing Policy
- 5.0 Span Wire Profile (Typical)
- 6.0 Standard Signal Cable Color Codes and Usage
- 7.0 Examples of Standard Coding as Applied to Different Cables
- 8.0 Underground Conduit and Pullbox Installation Instructions
- 9.0 Illuminated Street Name Sign
- 10.0 Combination Lighting and Traffic Signal Standards
- 11.0 Traffic Signal Standards and Pole Data
- 12.0 Loading Information (Mast-arm) / (Span Wire)
- 13.0 Traffic Signal Foundations Installation
- 14.0 Traffic Signal Pedestal (Aluminum)
- 15.0 Traffic Signal School Flasher (Steel, Solar)
- 16.0 School Flasher foundation
- 17.0 Power Meter Pedestal and Foundations
- 18.0 Wire Specifications
- 19.0 Galvanized Steel Cable
- 20.0 Traffic Signal Accessories
- 21.0 Conduit Outlet Bodies and Accessories
- 22.0 Traffic Signal Heads – Vehicle
- 23.0 Traffic Signal LED Module (inserts) Specifications
- 24.0 Pedestrian Signals
- 25.0 Break Away Tether Assembly
- 26.0 Entrance Fittings/Signal Head Hangers
- 27.0 Suspension Clamps
- 28.0 Upper Arm Assembly
- 29.0 Single Head Arm Brackets
- 30.0 Pole Mount Fittings
- 31.0 Mast Arm Mounting Bracket Assemblies
- 32.0 Pedestrian Pushbuttons
- 33.0 Junction or Pullboxes
- 34.0 Rock Fiber Controller Base
- 35.0 Controller Cabinet Specs
- 36.0 Video Detection

9.0 Illuminated Street Name Signs Specifications (Southern Manufacturing)

9.1 LIGHTING

- The sign face shall be internally illuminated with LED's (behind the sign face).
- The lighting shall be consistent throughout the face of the sign, free of shadows.
- The LED generator shall be 110V AC.
- Power source shall be UL Class II with UL listing.
- Photocell is required and included.

9.2 SIGN FACE

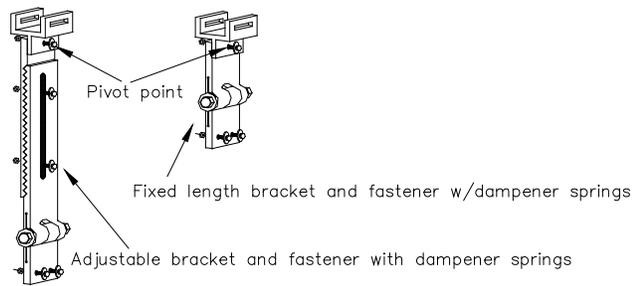
- The Sign is to be double sided.
- The Sign face shall be .118" impact resistant polycarbonate and capable of handling wind loads of 110 MPH.
- Sign film (sheeting) is to be green EC film over translucent vinyl.
- Sign face shall be easily detached from door framing.
- The color of the sheeting is to be white lettering with green background
- City will provide layout of sign.
- Factory layout is to be approved prior to production.

9.3 SIGN HOUSING

- The Sign housing shall be at a minimum constructed of 5052 H32 .125" extruded aluminum with continuous welded seams.
- Sign shall be UL listed.
- Sign shall have suitable weather protection and drainage channels.
- Housing shall be approximately 7.5" deep at the top and 4.5" deep at the bottom.
- Shall be installed with two (2) pivoting Sign brackets and show no flexing of the sign housing.
- The doors of the sign shall be made in such a way that all corners are welded.
- The doors shall be mounted to the sign with a continuous stainless steel hinge, open in a downward direction and allow access from either side.
- Door latches shall be ¼ turn stainless steel latches. One latch mounted for every 2' of sign. (4' sign =2, 6' sign=3 & 8' sign = 4). No tools shall be required to open door or replace sign face. Sign faces shall not be removed by a sliding motion out of the end of the sign.
- The sign housing and door shall be powder coated gloss black.
- Ensure that the Internally Illuminated Sign and equipment furnished have a manufacturer's warranty covering defects in assembly, fabrication, and materials, other than expendable items such as bulbs, for a minimum of 5 years.

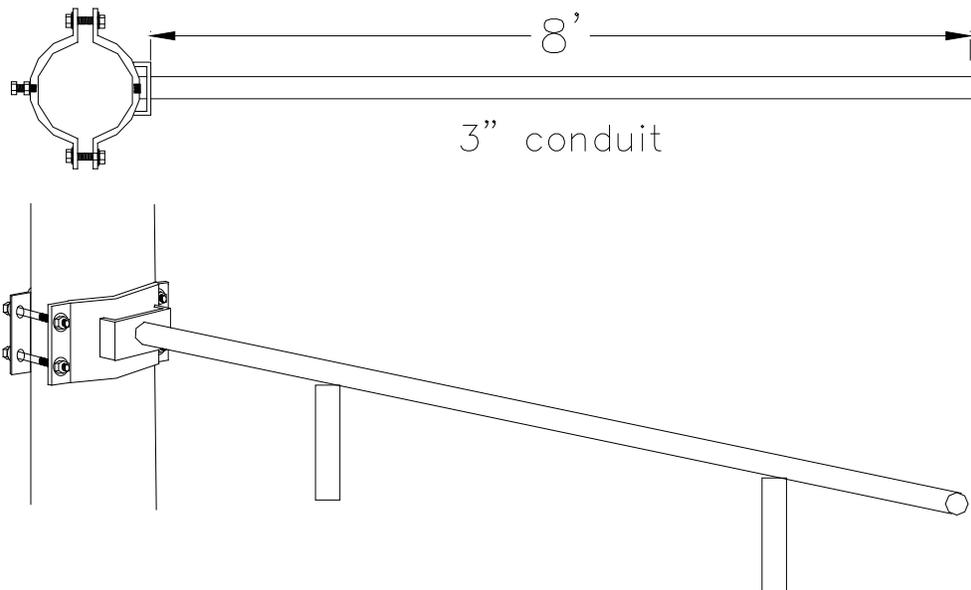
9.4 MOUNTING

- Two pivoting Sign Brackets with dampener springs are to be ordered with each sign.
- Two spring dampening sign brackets, one fixed and one adjustable, may be used where there is adequate mounting height and separation from signal heads to mount on mast arms. This application needs approval from City Traffic prior to proceeding. This application should only be considered when all signs can be mounted the same for consistency around the intersection.
- Signs (8' & 6') shall be mounted toward the outer end of the mounting arm. (4' sign centered).
- Wire, IMSA 19-1, 4 conductor, feeding sign shall have a compression strain relief threaded into the pole or arm.



9.5 SIGN Cantilever MOUNTING ARM (Pelco AP-3130-8-Galv, clamp size varies)

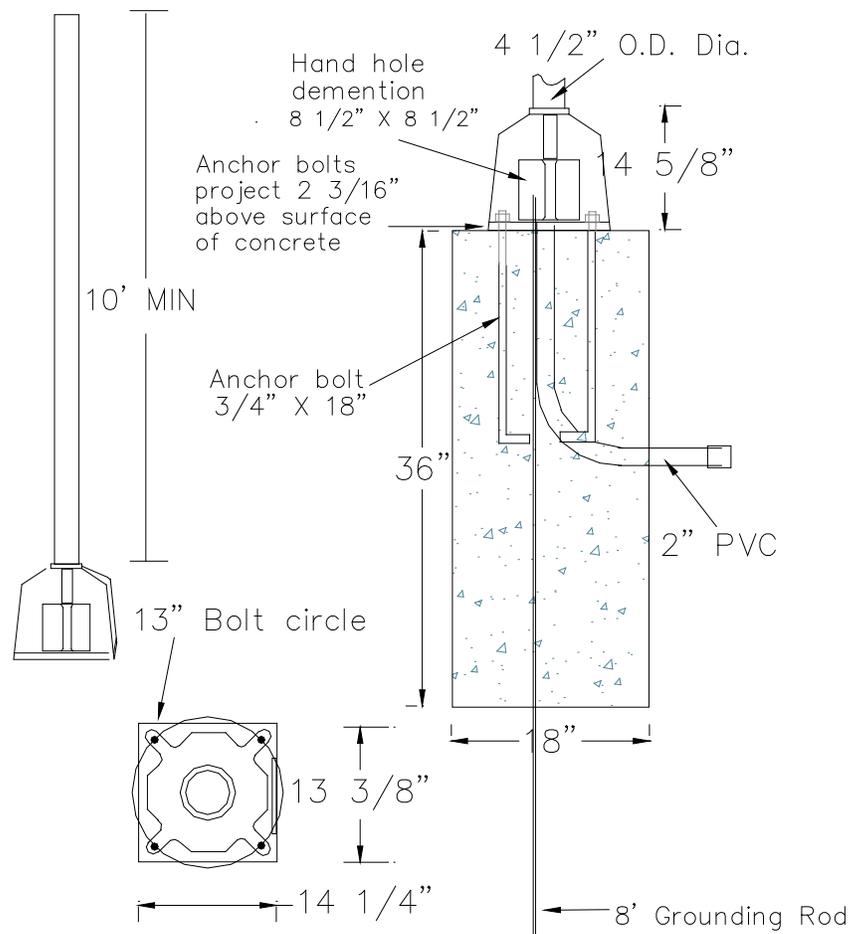
- Illuminated sign will be attached to Sign Mount Arm with 2 fixed spring dampening sign brackets. Other applications may require one adjustable and one fixed bracket.
- Arm shall mount on the signal pole at approximately 24' from ground level.
- Arm shall be made from schedule 40 steel pipe.
- Clamp material to be ASTM designation A36. (36.0 KSI minimum yield strength).
- Clamp connecting bolts shall be high strength ASTM designation A325
- Arm and clamp shall be powder coated black.
- Clamp-on bracket shall be available in ranges to accommodate various pole sizes.



14.0 TRAFFIC SIGNAL PEDESTAL (Pelco PB-5100-10-P)

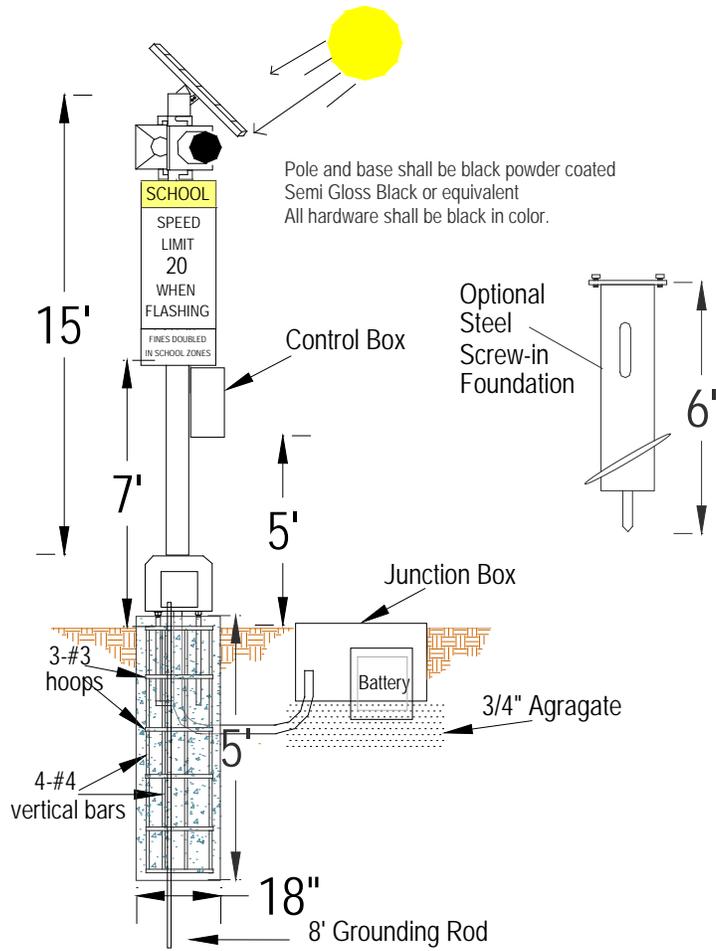
Spun Aluminum for galvanized intersections and Powder Coated Gloss Black when used with a black colored intersection.

- 14.1 Pedestal poles shall be designed to meet AASHTO 90 MPH wind velocity. 10' minimum pole threaded for square base pedestal; to include pole, cap, base and anchor bolts. Pole shall be aluminum 4.5 inches in diameter and twelve feet high with one end threaded for base. Base shall be cast aluminum with a 6-3/8 inch mounting radius, 15 inches high, threaded to receive 4.5-inch aluminum pole. Threads shall be 4" NPSM. Anchor bolts shall include 8 nuts and 8 washers, be 3/4 inches in diameter, 18 inches in length and shall have an "L" bend at the bottom. One 8' grounding rod shall be installed. **All hardware shall be bolted to the pole.**
- 14.2 Grounding Details. Refer to "City of Colorado Springs Traffic Signal Grounding Methods" manual for greater details.



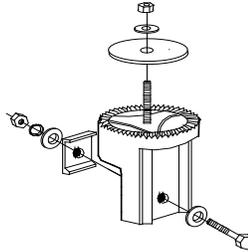
15.0 TRAFFIC SIGNAL SCHOOL FLASHER

Pole and pole base shall be made of steel and black powder coated Semi-Gloss Black during fabrication. Pole shall be schedule 40, 4.5 inches in diameter, 15' high and one end threaded for base. Threads shall be 4" NPSM. Unit shall have 3 flashing indications. 2 indications shall face motorists as they approach school zone and wig-wag. Solar panel bracket shall be mounted on top of pole. **All hardware shall be bolted to pole**



25.0 Break-away tether assembly (Pelco SE-5058-PNC)

- 25.1 Consists of cast aluminum threaded assembly to fit bottom of signal head. Assembly unit shall have single stud for tightening.

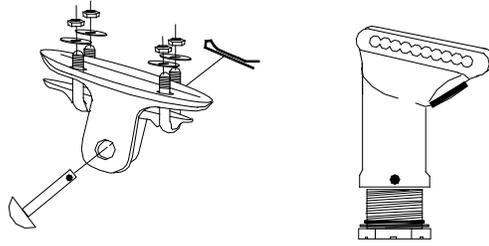


26.0 ENTRANCE FITTING/SIGNAL HEAD HANGERS

- 26.1 Entrance fitting is a casting that couples to signal head to lower end and has a drilled rib at top to connect to cable suspension clamp. Rib is to have a series of holes beginning at centerline of signal head connector to allow for correct positioning of off-balance signal head assemblies. Pinholes are to be designed for 5/8" pin. Rib shall not be more than .625 in thickness. Integral path for wire shall be free of sharp edges and constrictions and shall have a plastic bushing at its head. Threads in entrance fitting shall also be 1 1/2" NPSM. Fitting shall have 5/16" NC set screw inside to prevent chase nipple loosening. Bottom of entrance fitting shall either bear serration's for standard 72 position signal grip or shall be equipped with locking washer bearing standard 72 position signal grip. **Shurlock rings shall be constructed out of metal or aluminum. Plastic shurlock rings shall not be used.** Chase nipple shall be grooved and shall include O-Ring to seal signal head. Both entrance fitting and chase nipple shall be malleable iron and shall be painted **gloss black**.

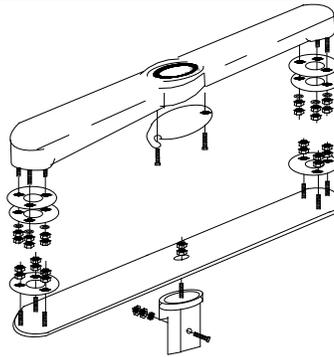
27.0 SPECIFICATIONS FOR SUSPENSION CLAMPS

- 27.1 Suspension clamps must be at least 7 inches long and is to be of malleable iron. Clamp and pin shall be galvanized (Class "A", .9 oz. zinc per square foot). Hole drilled in tangs for pin shall be 5/8" and 5/8" pin shall be supplied. Width between tangs shall be .70" +/- .025". Clamp bolts shall be "U" bolts with four (4) nuts and washers. "U" bolts, nuts, and lock washers shall be cadmium plated. 5/8" pin shall be drilled for minimum 1/8" diameter cotter pin, which shall be, supplied cadmium plated. Minimum ultimate strength shall be 16,000 pounds. Clamp is to be usable on either 3/8" or 1/2" stranded steel cable. Entrance fittings shall accept City of Colorado Springs standard all thread stock.



28.0 UPPER ARM ASSEMBLY (Pelco SE-5061-P)

28.1 Upper Arm Assembly must be used to mount five section left turn heads in a span wire configuration. This unit shall be universal to all signal heads with a 1 ½” serrate for Standard 72 position signal grip. Grip is to be compatible with Eagle Brand Signal Heads. Unit shall be complete as shown. Unit shall be metal and painted to specified color. Upper arm assembly shall not be constructed of 1 ½” conduits with set screws.

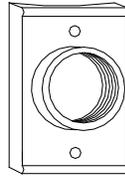


29.0 SINGLE HEAD-Side of pole Mounts

29.1 This bracket consists of a 1 ½” pipe nipple with an elbow at its end and a nipple and nut to retain the signal head. The pipe nipples are to be 1 ½” cast aluminum with 1 ½” NPSM threads. The nuts are to be hexagonal, 2 9/16” across the flats, threaded 1 ½” NPSM, and shall be constructed of cast aluminum. One nut shall be supplied for each nipple of the bracket. Conduit lock rings or nuts or chase nipples requiring special tools are not acceptable. The minimum overall length of the arm should be 12” c/c including hub. The elbows shall be cast aluminum, threaded 1 ½” NPSM and will have set screws to lock in place. The elbows shall be cast with serration’s to position the head, or washers with serration’s are to be supplied. Serrations are to be compatible with 72-position serrations on Eagle Brand signal heads. Brackets are to be shipped assembled and are to be painted. Each pair of brackets is considered a unit, as it requires two (2) for each mounting.

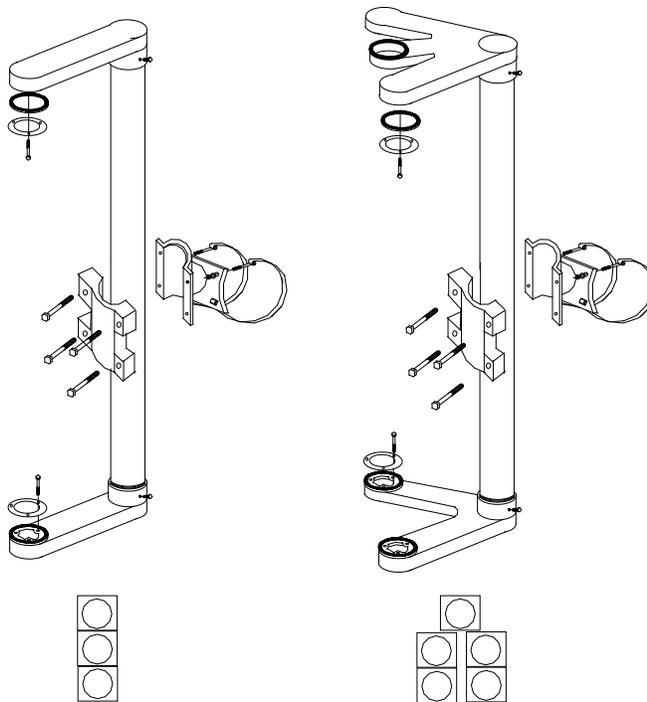
30.0 POLE MOUNT FITTINGS (BANDIT BRACKETS-Hub Plate)

30.1 Fittings to be cast aluminum, painted **gloss black**, with guides for 1” or ¾” steel bands. Radius of standard bracket to accommodate large diameter poles. Single threaded hub to be 1 ½” NPSM, threaded completely through. Guides shall be drilled with a ½” hole for mounting the bandit bracket with 3/8” bolts.



31.0 Mast Arm Mounting Bracket Assembly

31.1 Astro-Brac (**Pelco AB-0617 Tallon series**), one-way bracket assembly with clamp kit (Cable mount) and variable bracket assembly with clamp kit (cable mount)..



31.2 **General: One-way Bracket Assembly(Pelco AB-0617 Tallon series)**

- Standard Band Bracket Assembly
- Arm Kit, standard 9”
- Tallon Clamp Assy, Cable mount.
- Gusseted Tube w/ Vinyl insert

31.3 **General: Variable Bracket Assembly, (Pelco AB-0647 Tallon series)**

- 5-Sec. Cluster Assembly, band mount
- Arm Kit, 5-section cluster
- Tallon Clamp Assy, Cable mount
- Gusseted Tube w/ Vinyl insert

31.4 **General: Camera Mounting Bracket, 2-piece Adjustable Tallon Mount, (Pelco AB-0674 series)**

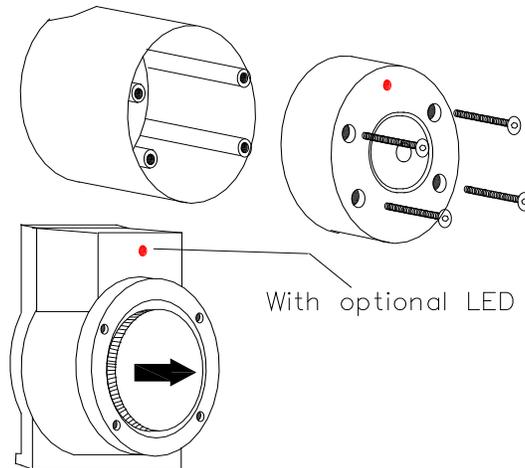
- Bracket, Camera mount, 2-Piece tilt Pan, Alum
- Gusseted Tube w/vinyl insert, 1-1/2" TOE x length, Alum, Alodine
- Tallon Clamp Assy, Band mount w/Tube Saddle, Alum
- Cap, Tube, Black Semi-Gloss

32.0 **PEDESTRIAN PUSHBUTTONS (Polara Bulldog III)**

32.1 The pedestrian pushbutton shall be shockproof, waterproof, freeze proof and ADA compliant in design. Stainless steel button shall be pressure activated but withstand a hard impact. **Pushbuttons shall utilize Piezo driven solid state switch.** Standard 3" deep housing shall be used. Special purpose pushbuttons may be ordered on specific projects. See examples below.

32.2

ADA approved standard pushbutton with optional LED



32.3 **ADA round compliant pushbuttons may be as follows:**

32.3.1 **Body Material:** Round Aluminum, Powder coated gloss yellow. Retrofits existing housings, compatible with Automatic/Eagle, G.T.E., Pelco, Traffic Signal Hardware and others.

32.3.2 **Actuator Button material:** Large, 2-inch, Stainless steel button pressure activated.

32.3.3 **Piezo Driven Solid State Switch:** Cannot be made to stick on.
 Operating Temperature: -30°F to +165°F.
 Operating Voltage: 15-36VDC or 12-28VAC.
 Switching Current: 10 micro amps.

Operating Life: Greater than 100 million operations.

32.3.4 **LED:** Color, Ultra Bright Red (Easily seen in daylight).

Luminous Intensity: > 1200 mcd

Optimum Viewing Angle: 160°

Momentary: LED provides approximately 0.1-sec flash each time button is pressed. Uses power from existing wires. Works with 12-24 VDC.

32.3.5 **Beeper:** Different tones for press and release – 2.3 kHz & 2.6 kHz.

SCHEDULE F

EXHIBITS

This section includes the examples of the forms used for submitting the required bonds as well as a sample contract format which will be issued as a result of this solicitation:

Exhibit 1 -- Sample Contract

Exhibit 2 – Equal Employment Status

EXHIBIT 1 SAMPLE CONTRACT



THE CITY OF COLORADO SPRINGS
and the
**PIKES PEAK RURAL
 TRANSPORTATION AUTHORITY**



**ANNUAL REQUIREMENTS CONTRACT
 CITY/PPRTA JOINT CONTRACT**

Contract Number:	R00	Project Name/Title	2016 CITY/PPRTA TRAFFIC SIGNAL EQUIPMENT/HARDWARE		
Vendor/Contractor					
Contact Name:		Telephone		Fax	
Address:					
Federal Tax ID #		Please check one:	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> 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 Not to Exceed amount of \$_____ made and entered into this ____ day of _____ 2016 by and between the Pikes Peak Rural Transportation Authority (PPRTA), 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 **7TH day of JANUARY 2016** submit to the City their written offer and proposal (B16-T003NS) to provide the materials and transportation if applicable for furnishing _____ in strict conformity with the accompanying Contract Documents which include Schedule B, Instructions to Bidders, Schedule C, Terms and Conditions, Schedule D, Special Provisions, and Schedule F, Specifications.

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 Contract Documents, which are attached hereto and incorporated herein by this reference.

It is further agreed that the Contractor will provide the awarded items on an as required/as ordered basis. The contract period of performance will be from **NOTICE TO PROCEED THROUGH DECEMBER 31, 2016**. The City of Colorado Springs reserves the right to extend this contract for up to four (4) additional one-year periods as specified in the bid document.

FISCAL OBLIGATIONS OF CITY

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

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

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.

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or negligent actions under this Contract.

GRATUITIES:

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

2. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or 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."

CONTRACT SIGNATURE PAGE

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

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

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

THE CITY OF COLORADO SPRINGS, COLORADO:

SECOND PARTY:
Corporate Name
Signature Date
Title
Witness

PIKES PEAK RURAL TRANSPORTATION AUTHORITY (PPRTA):
APPROVAL SIGNATURE

EXHIBIT 2 EQUAL EMPLOYMENT STATUS REPORT
CITY OF COLORADO SPRINGS

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 THIS DOCUMENT WITH YOUR BID