



REQUEST FOR PROPOSAL (INFORMAL)

R16- 033 NS

Date issued: FEBRUARY 12, 2016

COTTONWOOD CREEK CUTOFF WALL/GRADE CONTROL STRUCTURE CONSTRUCTION MANAGEMENT SERVICES

**THE CITY OF COLORADO SPRINGS
CITY ENGINEERING**

PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is not scheduled for this solicitation.

EMAILED PROPOSALS ARE DUE NO LATER THAN

MARCH 4, 2016 AT 3:00 P.M.

Contact

Nicole Spindler
Contracting Specialist
(719) 385-5265
nspindler@springsgov.com

PROJECT BRIEF DESCRIPTION

The City of Colorado Springs is soliciting Qualification Proposals for the work described in Exhibit 5 hereof. Firm Fixed Pricing will be negotiated after selection.

See Exhibit 5 - Scope of Work

SECTION INDEX

SECTION I	PROPOSAL INFORMATION
SECTION II	PROPOSAL CONTENT
SECTION III	EVALUATION FACTORS
SECTION IV	CONTRACT GENERAL TERMS
SECTION V	APPENDICES/EXHIBITS

SECTION I

1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements.

1.1 SUBMISSION OF PROPOSAL

- a. **Proposals** are to be submitted to:
Name: Nicole Spindler
Email: nspindler@springsgov.com

*****NO LATE OFFERS WILL BE ACCEPTED*****

- b. **Date/Time:** Emailed proposals shall be received on or before **3:00 pm MST, March 4, 2016.**

1.2 PRE-PROPOSAL CONFERENCE

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

1.3 SPECIAL TERMS

Please note the following definitions of terms as used herein:

- The term "Request for Proposal (RFP)" means a solicitation of a formal, negotiable proposal/offer. The offer is accepted which is deemed by The City of Colorado Springs to be most advantageous in terms of the criteria designated.
- The term "Offeror" means the person, firm, or corporation which submits a formal proposal and which may or may not be successful in being awarded the contract.
- The term "Contractor" or "Consultant" means the Offeror who is awarded the contract to provide the products or services specified.
- The term "Statutory" means requirements of Colorado law.

1.4 RFP OBJECTIVE

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services. The Offeror may present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

All information must be legible. Any and all corrections and or erasures must be initialed. Each proposal shall be accompanied by a transmittal letter signed in ink by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must stamp in bold letters the term CONFIDENTIAL on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

1.7 AMENDMENTS

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any Amendments (addenda) issued to this RFP by returning a signed copy of each amendment issued. Signed copies must be received on or before the time set for receipt of offers.

The City of Colorado Springs will email all addenda pertaining to this solicitation. It is the Offeror's responsibility to check the website for posted addenda or contact the Contracting Specialist listed to confirm the number of Amendments which have been issued.

1.8 WITHDRAWAL OR MODIFICATION OF OFFERS

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer.

1.9 ACCEPTANCE

- a. Any offer received shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.
- b. By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 60 calendar days from the date of submission deadline. The acceptance period of 60 calendar days from the date of submission will automatically be extended for an additional 60 calendar days unless the proposal expressly states that the acceptance period is limited to the initial 60 calendar day period.
- c. The City of Colorado Springs reserves the right to reject any or all offers and to waive

informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection for non-responsiveness.

1.10 PROPOSAL PREPARATION COST

The cost of proposal preparation is not a reimbursable cost. Proposal preparation shall be at the Offeror's sole expense and are the Offeror's total responsibility.

1.11 AWARD

The City of Colorado Springs intends to make an award using the evaluation criteria listed in the RFP to determine the best value considering all factors and criteria in the proposal submitted (see Section III for evaluation elements). Best value means the expected outcome of an acquisition that, in the City's estimation, provides the greatest overall benefit in response to the requirement. ****Note: Contract Award is contingent upon Federal Emergency Management Agency Approval (FEMA) of funding.**

1.12 CONTRACT ADMINISTRATION

The City of Colorado Springs, **Engineering Division** shall be responsible for the administration of the contract and for compliance with the interpretation of scope, scheduled services and cost compliance.

1.14 INQUIRIES

Questions about the RFP shall be emailed in writing and directed to Nicole Spindler at the following email address: nspindler@springsgov.com. A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.8 Amendments. Questions must be received no later than **February 26, 2016 – 10:00 A.M.**

The only acceptable method of submitting questions is by email to the Contracting Specialist. Faxes or physical mail delivery are not acceptable.

1.15 PERFORMANCE PERIOD

The performance period of the contract is anticipated to be as follows: 120 Calendar Days

1.16 DEBRIEFING

Offerors not selected or placed on a short list may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their firm's proposal upon receipt of notification that their firm was not selected or short listed. Firms that were on the short list but not selected may request a debriefing after they have been notified that another firm was selected.

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

1.17 DULY AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Offeror's company empowered with the right to bind the Offeror.

1.18 SUBSTANTIVE PROPOSALS

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other contractors to put in a false or sham bid; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a bid; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other contractors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the Colorado Code of Ethics (C.R.S. 24-18-101 et. seq.).

1.19 OFFEROR'S QUALIFICATIONS

Each Offeror may additionally be required to show that they have satisfactorily provided products and performed similar work with companies, organizations or municipalities in the past and that no claims of any kind are pending against such work. No proposal will be accepted from an Offeror who is engaged on any work, which would impair their ability to perform or finance this work. All such work shall be disclosed in the Proposal.

No proposal will be accepted from, nor will a contract be awarded to, any Offeror who is in arrears to the City of Colorado Springs, Colorado, upon any debt or contract, or who is in default, as surety or otherwise, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City of Colorado Springs.

1.20 NON-COLORADO CORPORATIONS

Unless waived by the City of Colorado Springs, before or at the time that the contract is awarded to a corporation outside the State of Colorado, such corporation shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such corporation must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. There shall also be procured from the Colorado Secretary of State a certified copy of the designation of place of business and appointment of agent for service of process, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

1.21 PROCUREMENT RULES AND REGULATIONS

All formal projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City Procurement Services Division website www.coloradosprings.gov/contracting. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations. It is the respondent's responsibility to advise the Contracting Specialist listed in these solicitation documents of any perceived discrepancies prior to the date and time the offer is due. Additionally, the City's Standard Specifications and General Provisions apply to all construction related projects.

SECTION II

2.0 PROPOSAL CONTENT

Section II provides instructions regarding the format and content required for proposals submitted in response to this solicitation.

2.1 PROPOSAL FORMAT

The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than **five (5) pages**. Offerors should include concise, but complete, information, emphasizing why the Offeror believes itself to be uniquely qualified to provide the required services. **A page shall be defined as 8-1/2" x 11", single sided, with one inch margins, and a minimum font of 10.** The only exception to the 8-1/2" x 11" paper size is that the proposed project schedule can be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. The following listed Exhibits are **not** counted against the page limit:

- Exhibit 1 Proposal Certification
- Exhibit 3 Exceptions
- Exhibit 4 Minimum Insurance Requirements
- Exhibit 6 Representations and Certifications
- Exhibit 7 Federal Certifications

2.2 COVER LETTER

If included, the cover letter shall be no more than one page. No particular content is required.

2.3 PROPOSAL CERTIFICATION

The Offeror must fill out and submit Exhibit 1 with its Proposal.

2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

The Offeror may provide a brief history and overview of its company and its organizational structure, with special emphasis on how this project will fit within that structure.

2.5 TECHNICAL AREA

A. Project Approach

In the Technical Area, the Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish tasks as defined in the Statement of Work. Innovations, efficiencies, and detailed specifics are all encouraged.

1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)?
2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?
3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high?

2.6 MANAGEMENT AREA

A. Past Performance/Relevant Experience/Key Personnel

In the Management Area, the Offeror should provide at least three references or contracts demonstrating that it successfully provided services/products same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget.

1. Does the proposal include at least three references or past performance citations?
2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?
3. Does the offeror explain how they were successful on the projects provided as past performance?
4. Does the offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?
5. Does the offeror provide complete resumes, including education, experience, background information, accomplishments, and other pertinent information?
6. Does the offeror provide resumes for all key personnel, as required by the RFP?
7. Do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently?

2.7 RESERVED

2.8 PROPOSAL PRESENTATION

Although not a section of the proposal, presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

2.9 EXCEPTIONS

All Offerors must complete and return with their proposal, Exhibit 3, Exceptions Form. Some terms and conditions are simply not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

2.10 INSURANCE REQUIREMENTS

All Offerors must complete and return with their proposal, Exhibit 4, Minimum Insurance Requirements. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.

SECTION III

3.0 EVALUATION AND AWARD

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

3.1 EVALUATION CRITERIA

3.1.1 TECHNICAL AREA -- PROJECT APPROACH

See Section II - Item 2.5A

3.1.2 MANAGEMENT AREA -- PAST PERFORMANCE/RELEVANT EXPERIENCE/KEY PERSONNEL

See Section II – Item 2.6A

3.1.3 PROPOSAL PRESENTATION AREA – PROPOSAL PRESENTATION

See Section II – Item 2.8

3.1.4 EXCEPTIONS AND INSURANCE

See Section II – Items 2.9 and 2.10

3.1 RANKING

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

First: Management Area
Second: Technical Area
Third: Proposal Presentation Area

B. Possible scores for each criterion shall be as follows:

5 – Exceptional
4 – Very Good
3 – Satisfactory
2 – Marginal
1 – Unacceptable

C. Definitions for scoring are as follows:

1. The following apply to Technical and Management Areas:

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of

requirements is needed.

Very Good -- The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Satisfactory -- The proposal meets the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed.

Marginal -- The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed.

Unacceptable -- The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed.

2. The following apply to Price/Cost Area: RESERVED

3. The following apply to the Proposal Presentation Area:

Exceptional – The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality far exceeds that of the competition, industry standard, or reasonable expectation.

Very Good -- The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality exceeds that of the competition, industry standard, or reasonable expectation.

Satisfactory -- The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality is equal to that of the competition, industry standard, or reasonable expectation.

Marginal -- The proposal is not professionally communicated and is incomplete in some areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is below that of the competition, industry standard, or reasonable expectation.

Unacceptable -- The proposal is not professionally communicated and is incomplete in many areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is far below that of the competition, industry standard, or reasonable expectation.

D. Area Scoring

The score for each area will be **weighted** as follows:

Management Area 50%
Technical Area 40%
Proposal Presentation Area 10%

E. Final/Overall Scoring

The final proposal score will be determined by adding the area scoring. The sum of the area scores will be the final/overall score.

3.3 SELECTION COMMITTEE

A selection committee will screen all proposals. Proposals will be ranked according to evaluation criteria above and scored as explained above. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the participating firms whose proposals are deemed to be unacceptable. Those firms offering proposals deemed to be acceptable by the City will be evaluated and scored by the selection committee. This scoring will determine which Offerors are considered to be in the competitive range and may be the basis for an award decision without further steps.

If the selection committee elects not to award based upon evaluation scoring, it may engage in a forced elimination process. To inform this process, it may require oral presentations or interviews with the Offerors considered to be in the competitive range. If oral presentations or interviews are conducted, they may also be scored, or they may simply be considered as information supporting the forced elimination process. The selection committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. However, if it is deemed necessary to seek revisions to the proposals at the conclusion of the interviews, then all interviewed Offerors will be requested to submit revisions, and the revisions will be scored accordingly. The goal of the forced elimination process is to reach consensus. The decision will be based on all relevant factors, based upon perception of best value and may or may not reflect scoring ranking.

The City also reserves the right to request best and final offers from all Offerors.

3.4 AWARD OF CONTRACT

It is anticipated that there will be negotiations or discussions with Offerors. However, the City reserves the right to award without negotiations or discussions. The City also reserves the right to award a contract not necessarily or merely to the Offeror with the most advantageous price, but to the Offeror that demonstrates the best value to the City and the most substantiated ability to fulfill the requirements contained in this Request for Proposal. A contract prepared by the City will be finalized and/or negotiated with the successful Offeror. In the event a contract cannot be negotiated with the top ranked Offeror, the City may enter into negotiations with the second highest ranked Offeror, or the City may decide to call for new proposals. Immediately after the notice of award, the Contractor will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to ensure fulfillment of all its obligations.

The Contractor may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

SECTION IV

4.0 CONTRACT TERMS AND CONDITIONS

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

4.1 CONTRACTOR'S CONDUCT

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

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

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

4.2 INTEGRATION

Any resultant contract will be a completely integrated contract and contain the entire agreement between the parties. Prior written or oral agreements, if any, shall be deemed of no effect and shall not be binding upon either party, unless incorporated by reference into the resultant contract. That contract may not be amended except in writing signed by all parties to the contract.

4.3 GRANT FUNDED PROJECT

Uniform Grant Guidance Procurement Language, 2 CFR 200, is applicable to this solicitation and included in Exhibit 6.

4.4 SMALL BUSINESS REQUIREMENTS

The City of Colorado Springs encourages all qualified offerors to submit proposals or bids in response to this solicitation. For evaluated proposals, offerors who are registered with the Small Business Administration as a Small Disadvantaged Business (SDB), a Woman-Owned Small Business (WOSB), or a HUBZone Small Business will receive one additional evaluation point. For evaluation of bids, SDBs, WOSBs, and HUBZone businesses will be given a 1% preference in price. That is, 1% will be reduced from the price of an SDB, WOSB, or HUBZone business in the evaluation of the bids for the purpose of determining lowest bidder.

Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) The Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.*
- (b) Affirmative steps must include:*

- (1) Placing qualified small and minority businesses and women's business enterprises on subcontract solicitation lists;*
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources for subcontracting;*
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;*
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
and*
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.*

SECTION V

APPENDICES/EXHIBITS

Exhibit 1	Proposal Certification
Exhibit 2	Reserved
Exhibit 3	Exceptions
Exhibit 4	Minimum Insurance Requirements
Exhibit 5	Scope of Work
Exhibit 6	Representations and Certifications
Exhibit 7	Federal Certifications

EXHIBIT 1 PROPOSAL CERTIFICATION

1. Principal place of Business:

Does Offeror have an established office or facility in Colorado Springs? Yes___ No___

If yes, indicate address below if different than Principal place of Business.

Colorado Springs facility - Year established_____

% of Services that will be provided from this location

_____%

2. ___ The ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements exhibit. (It will be necessary that this certificate reflect the City of Colorado Springs as an Additional Insured as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies: Yes___ No___

Your property and liability insurance company is licensed to do business in Colorado:

Yes___ No___

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

Name: _____

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

Yes___ No___

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

No___

2. n/a One (1) copy of the current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly. This may be requested of offeror at a later time.

Provide a response to the following: Are any lawsuits; federal, state or local tax liens; or any potential claims or liabilities pending against you, the firm, or the officers of the firm at this time?

Yes___ No___

If yes, provide details on a separate sheet and attach to your proposal.

3. ___ The completed and signed proposal. (Proposals must be identified according to the outline of this RFP document.) All required Exhibits are attached.

The Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or the Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

Offeror has delegated _____ as the Offeror's representative and contact for all questions or clarifications in regard to this offeror. Telephone # (____) _____ E-mail:_____.

EXHIBIT 2 RESERVED

EXHIBIT 3 EXCEPTIONS

Print the words "no exceptions"(here)_____ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

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

Company Name: _____

Address: _____
(City, State and Zip Code)

Federal Tax ID#: _____

PHONE: _____

FAX: _____

E-MAIL ADDRESS: _____

Authorized Signature: _____ Date: _____

Printed Name/Title: _____

Return this form with your Proposal.

EXHIBIT 4 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 \$1,000,000 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 \$1,000,000 combined single limit for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.

4. 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.

5. X 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.

6. Pollution Legal Liability Insurance for limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for bodily Injury, Personal Injury and property Damage. This coverage must include any losses arising from transit exposures and also include all costs associated with clean-up, containment, and disposal of any hazardous liquids or materials.

7. **Except for workers compensation, employer's liability insurance, and Professional Liability Insurance** the City of Colorado Springs and the Pikes Peak Rural Transportation Authority 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 except for 10 day notice with respect to non-payment of premium.

8. Medical Malpractice Liability Insurance for limits not less than \$1,000,000 per occurrence.

9. X All coverage furnished by contractor is primary, and that any insurance held by the City of Colorado Springs Colorado Springs is excess and non-contributory.

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 5 SCOPE OF SERVICES

Construction Management Services

Project General Description:

A flooding event in May 2015 caused widespread damage to the Colorado Springs Public Infrastructure. After evaluating the damage in several areas, the City of Colorado Springs was able to secure FEMA funding to repair areas that sustained damage. One of the areas incurred serious damage is the Cottonwood Creek channel, just east of Academy Boulevard, where a concrete ribbon wall failed. The City of Colorado Springs has since hired a consultant to design a repair to the failed ribbon wall.

The Project consists of the following elements:

- Remove a portion of the failed ribbon wall
- Install a new Cottonwood Creek Cutoff Wall / Grade Control Structure

Project plans can be accessed here:

https://coloradosprings.gov/sites/default/files/finance/Procurement/cottonwood_creek_drawings_final_signed_12-22-15.pdf

SECTION 1- GENERAL REQUIREMENTS:

Definitions:

City of Colorado Springs Project Manager

The Project Manager is responsible to the City of Colorado Springs for the quality and successful completion of a drainage project. The Project Manager authorizes interim and final payments and negotiates all changes to contracts for all Consultants and Contractors. Final signature authority will be held by the Engineering CIP Manager for the City of Colorado Springs.

Consultant

The firm or corporation contracting with the City of Colorado Springs to provide construction management, inspection, observation, and testing to construct a drainage project.

Contractor

The individual, firm or corporation contracting with the City of Colorado Springs to construct a drainage project.

Consultant Inspector or Materials Testing Technician

The Consultant's (or sub consultant) employees who perform inspection and testing services under the responsible charge of the Consultant.

Project General Scope

The selected consultant will provide qualified construction management and materials testing personnel to monitor the construction contractor's conformance and compliance with the contract documents and other applicable standards and specifications.

Work Duration

The time period for the work described in this scope of work covers the period from April 1, 2016 to 120 days after Final Acceptance of the construction project. The contract duration may be adjusted based upon the award of the contract and the completion of the work by the contractor. Work may be required night and/or day, on weekends, holidays, and/or on a split shift basis. Work weeks may be in excess of or less than the standard 40-hour week.

Authorization to Proceed

Work shall not commence until the written Notice to Proceed is received by the consultant.

Routine Billing & Reporting

The Contractor shall submit monthly statements, including a narrative progress description, for services rendered. The consultant shall monitor the fiscal status of the contracts, including the Consultant's contract with the City and advise the Project Manager of any potential for supplementing the contract or negotiating additional task orders.

Project Standards

All construction management, sampling, testing, documentation, and inspection shall be in accordance with the following specifications and standards:

- "Cottonwood Creek Cutoff Wall Project Technical Specifications"
- City of Colorado Springs Standard Specifications
- Appropriate Colorado Department of Transportation specifications as referenced in the project technical specifications.

All Consultant construction management, inspection, or testing activities performed shall be as authorized by the City Project Manager.

Labor, Materials, Vehicles & Equipment

The Consultant shall furnish all personnel, materials, equipment and transportation required to perform the work.

Documentation

Each of the Consultant's personnel shall maintain a daily diary for each day they perform work on the project on an approved form. The contents of the diary shall be brief and accurate statements of progress and conditions encountered during the prosecution of the work. Editorial comments are not to be incorporated in the diaries or on any written correspondence applicable to the project.

SECTION 2- CONSTRUCTION MANAGEMENT REQUIREMENTS:

COORDINATION REQUIREMENTS:

Primary coordination for all activities will be through the City's Project Manager. The Consultant shall also coordinate with the City's design consultant (Wilson Co) and contractor (To Be Determined). Coordination with affected government agencies, utility companies, and adjoining property owners and businesses will be required by the selected Consultant throughout this project.

CONSTRUCTION MANAGEMENT

The Consultant, as construction manager, shall provide services including inspection, quality assurance and reporting, measurement, computation and documentation of quantities, reporting and record keeping, and other tasks as defined below.

- Participate in meeting with the City and contractor.
- Coordinate and conduct the pre-construction conference. The Consultant shall be responsible for writing and disseminating notes for all project meetings.
- Conduct progress meetings with the contractor to maintain the project schedule. The Consultant shall be responsible for writing and disseminating notes for all project meetings.
- Analyze the contractor's overall project schedule, method statements, and monthly updated schedules for compliance with the contract requirements. Monitor the Contractors work as compared to the schedule and notify the City's Project Manager of deviations. Facilitate any needed progress review and planning meeting with the Contractor as detailed in the contract documents.
- Obtain a written plan from the Contractor for quality control (QC) of its work, and shall monitor the Contractor's compliance with its QC plan.

- Maintain a record of all written communications among the Contractor, City, and Consultant in written form as a daily diary. The diary will be shared with the City's Project Manager, electronically (PDF), on a weekly basis.
- Maintain a change order log for approved and pending change orders on the project.
- Review and approve materials and shop drawing submittals for conformance with the City of Colorado Springs Engineering Division Standard Specifications and any special requirements as defined in the project manual. If the submittal requires clarification of the design intent or suitability of the submittal to meet the design intent, the Consultant should pass the information on to the design engineer for clarification.
- Review and respond to Requests for Information (RFIs). If the RFI requires clarification of the design intent, the Consultant should pass the information on to the design engineer for clarification.
- Conduct daily inspections of the construction work and maintain daily diaries. Take daily photographs of the construction and maintain a photo log of the work in progress by the Contractor.
- Assist the City Stormwater Inspector in ensuring compliance with the CDPHE Stormwater Construction Permit. It is anticipated that the owner documentation will be completed by the City Stormwater Inspector. However, the Consultant will assist in bringing any issues to their attention by performing more frequent inspection of the construction BMPs.
- Perform all field coordination between the contractor, the City's Project Manager, and all affected Utility Departments, agencies and property owners.
- Review the contractor's monthly Pay Requests for accuracy including verification of completed or installed quantities. Detailed documentation of the quantity measurements by the contractor and Consultant verification shall be maintained by the Consultant. Submit and recommend approval of the contractor's pay request.
- Monitor that the contractor is maintaining As-Built markups of contract drawings to reflect all changes in the field work. The contractor is required to deliver As-Built markups to the City at the completion of the contract and prior to final payment

MATERIALS TESTING DURING CONSTRUCTION

The selected Consultant will provide qualified engineers/geologists and certified engineering technicians to sample, test, and document all materials generated and produced on the project. The minimum number of samples and tests shall be in accordance with the "Cottonwood Creek Cutoff Wall Construction Project Technical Specifications", the City of Colorado Springs Standard Specifications Manual, and appropriate Colorado Department of Transportation specifications as referenced in the project technical specifications. The City may require additional testing or other services for adequate Quality Control or Quality Assurance, if deemed necessary.

PROJECT CLOSEOUT

Upon completion of the project, the Consultant will assist the City in the contract close-out process including, but not limited to, "punch-list" preparation and final inspection proceedings.

REPRESENTATIONS AND CERTIFICATIONS

1. INSURANCE REQUIREMENTS

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

Initials for 1

2. ETHICS VIOLATIONS

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

Initials for 2

3. ILLEGAL ALIENS

If Provider has any employees or subcontractors, Provider shall comply with § 8-17.5, C.R.S. regarding Illegal Aliens – Public Contracts for Services, and this section of this Agreement. 8-17.5-102 includes, in part, that:

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

Initials for 3

4. COOPERATION WITH OTHER CONTRACTORS

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

City personnel.

Initials for 4

5. LITIGATION

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

Initials for 5

6. CONTRACTOR'S REGISTRATION INFORMATION

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

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

Initials for 6

7. CONTRACTOR PERSONNEL

a) The Contractor shall appoint one of its key personnel as the "Authorized Representative" who shall have the power and authority to interface with the City and represent the Contractor in all administrative matters concerning this Contract, including without limitation such administrative matters as correction of problems modifications, and reduction of costs.

- b) The Authorized Representative shall be the person identified in the Contractor's Proposal, unless the Contractor provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracts Specialist from the Authorized Representative shall be deemed to have been received from the Contractor.
- c) The Contractor shall appoint a "Point of Contact" (POC) who shall be responsible for the day-to-day management and supervision of the contract performance. Before commencing the contract, the Contractor shall provide the City in writing with information regarding how to contact the POC including, for example, his or her name, telephone number, facsimile number, pager number, if any, address, and information relating to other means of communication.

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

 Initials for 7

8. CONTRACTOR'S CERTIFICATION

The undersigned hereby affirms that:

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

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

 Initials for 8

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

1. The offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals
 - a. Are (), Are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - b. Have (), Have not (), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and
 - c. Are (), Are not () presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in any paragraphs above.
2. The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
3. The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace The awarded Contractor.

Initials for 9

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

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

Initials for 10

EXHIBIT 7

**CERTIFICATION REGARDING DEBARMENT, 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."

EXHIBIT 6
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