



**REQUEST FOR PROPOSAL**  
Services

**R20-062MZ**

Date issued: July 21, 2020

**PUBLIC SAFETY ROTATION  
TOWS**

**THE CITY OF COLORADO SPRINGS**

**The City of Colorado Springs requests Fixed Unit Price proposals, as detailed in this Request for Proposal (RFP), for Public Safety Rotation Tows.**

**The City intends to award multiple contracts.**

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## SECTION I – PROPOSAL INFORMATION

### 1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements. This RFP is available on Rocky Mountain E-Purchasing System ([www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com)). All addenda or amendments shall be issues through the Rocky Mountain E-Purchasing System and may not be available through any other source.

### 1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is as follows:

<u>Event</u>	<u>Date</u>
Issue Request for Proposal	July 21, 2020
Pre-Proposal Conference	August 4, 2020 10:00AM August 6, 2020 11:00AM

We will hold a pre-proposal conference at the Police Operations Center, 705 S. Nevada Ave, Colorado Springs, CO 80903. Any vendors who wish to submit a proposal must attend ONE of the two meetings. You are not required to attend both meetings. You must wear a mask to attend the meeting and we will be practicing social distancing.

Cut Off Date for Questions                      August 13, 2020 1:00PM

Questions about the RFP must be emailed in writing and directed to Michael Zeller, at the following email address: [michael.zeller@coloradosprings.gov](mailto:michael.zeller@coloradosprings.gov). A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments. Questions must be received no later than Date.

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

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

Proposal Due Date                                      September 8, 2020 2:00PM

Interviews (if applicable)	Date
Award of Contract	EST October 15, 2020
Notice to Proceed	January 1, 2021

**1.2 SUBMISSION OF PROPOSAL**

Proposals are to be submitted electronically online to the Rocky Mountain E-Purchasing System ([www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com)).

**1.3 NUMBER OF COPIES**

Proposals are to be submitted electronically online to the Rocky Mountain E-Purchasing System ([www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com)).

**1.4 SPECIAL TERMS**

Please note the following definitions of terms as used herein:

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

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

The term “Offer” means the proposal.

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

The term “Project” refers to Public Safety Rotation Tows.

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

**1.5 RFP OBJECTIVE**

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

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

#### **1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION**

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

#### **1.7 AMENDMENTS**

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

The City of Colorado Springs will post all amendments on the Rocky Mountain E-Purchasing System ([www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com)). It is the Offeror's responsibility to check the website for posted amendments or contact the Contracts Specialist listed to confirm the number of amendments which have been issued.

#### **1.8 WITHDRAWAL OR MODIFICATION OF OFFERS**

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

#### **1.9 ACCEPTANCE**

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

By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 90 calendar days from the date of submission deadline.

The City of Colorado Springs reserves the right (a) to reject any or all offers,(b) to waive informalities and minor irregularities in offers received, and/or (c) to accept any portion of an offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection of the offer for non-responsiveness.

### **1.10 PROPOSAL PREPARATION COST**

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

### **1.11 AWARD**

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

### **1.12 PERFORMANCE PERIOD**

The performance period of any contract awarded as a result of this RFP is anticipated to be as follows.

Base Year:	January 1, 2021 – December 31, 2021
Option Year 1:	January 1, 2022 – December 31, 2022
Option Year 2:	January 1, 2023 – December 31, 2023
Option Year 3:	January 1, 2024 – December 31, 2024
Option Year 4:	January 1, 2025 – December 31, 2025

### **1.13 DEBRIEFING**

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

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

#### **1.14 SUBSTANTIVE PROPOSALS**

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other offerors to put in a false or sham proposal; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing an offer or proposal; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other offerors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations.

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

Each Offeror must complete Exhibit 6 – Qualification Statement.

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

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

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

Before or at the time that the contract is awarded to an entity organized or operating outside the State of Colorado, such entity shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

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



## 1.17 PROCUREMENT RULES AND REGULATIONS

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

## 1.18 FAIR TREATMENT OF OFFERORS

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

## 1.19 ORDER OF PRECEDENCE

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

- (a) Sections I-IV of this Solicitation
- (b) Statement of Work
- (c) Other Appendices, Schedules, Exhibits, or Attachments

## 1.20 SALES TAX

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

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

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

Forms and instructions can be downloaded at <https://coloradosprings.gov/sales-tax/page/additional-sales-tax-forms?mlid=30771>. Questions can be directed to the City Sales Tax Division at (719) 385-5903.

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

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

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

## **1.22 COMBINATION OR CONDITIONAL PROPOSALS**

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

## **1.23 ANTI-COLLUSION AFFIDAVIT**

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

## SECTION II – PROPOSAL CONTENT

### 2.0 PROPOSAL CONTENT

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

### 2.1 PROPOSAL FORMAT

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

- Exhibit 1 Reps and Certs
- Exhibit 3 Exceptions
- Exhibit 4 Minimum Insurance Requirements
- Exhibit 6 Qualifications Statement
- Schedule A – Price Sheet (10K Pounds and Under)
- Schedule B – Price Sheet (Over 10K Pounds)

### 2.2 COVER LETTER

The cover letter shall be no more than one (1) page. The cover letter shall contain at least the following information.

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

### 2.3 PROPOSAL CERTIFICATION

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

## **2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW**

Provide a brief history and overview of your company and its organizational structure. List any other names this company has used in the last five (5) years. Are there any lawsuits; federal, state or local tax liens; or any potential claims or liabilities pending against you, the firm, or officers of the firm at this time?

## **2.5 SUMMARY OF EXPERIENCE OF COMPANY AND PERSONNEL**

Provide a brief narrative of the history and overview of your company and its organizational structure. At a minimum include, length of time in business, regular business hours, prior work experience and other contracts for towing services, capabilities of service, personnel including numbers and qualifications, certifications including PUC requirements, and any other information pertinent to providing the services outlined in this request.

## **2.6 REFERENCES**

Provide the names and locations of at least three (3) locations at which your company has conducted similar services and requirements. Specifically describe your company's experience in successfully completing similar projects. Also include a list of current clients and current projects the firm is presently working on. Provide names and contact information for each reference.

## **2.7 PRICING**

Please submit pricing on Schedule A – Price Sheet. Also, indicate how do you ensure cost effectiveness for your clients? Please provide a sample rate sheet that you will issue to citizens meeting all of the requirements outlined in Exhibit 5.17. Please provide a copy of an invoice.

## **2.8 CUSTOMER SERVICE AND QUALITY CONTROL**

Please submit your customer service and quality control plans. This should include training provided to employees for dealing with public citizens including those who are distraught or stressed given the circumstances. How to release a vehicle from storage to the owner or designated representative of the owner and what is required to release (written or verbal permission, forms, etc...). How will your firm address any complaints or concerns brought to your attention?

## **2.9 BUSINESS LOCATION**

In this section please provide a description of your facilities including pictures. The contractor shall maintain a principal place of business (business office with phone, and storage lot) within the City limits of Colorado Springs. While no business locations outside the City limits are authorized for use under this

contract, any other business locations maintained must be identified. Contractors must advise CSPD prior to any move involving change of business location. Any use of locations outside the City limits will be cause for disqualification and result in termination of the contract. Cited business locations must maintain compliance with local zoning laws. Businesses must submit an original certification of compliance with local zoning laws and ordinances as a part of their response. Businesses may contact the City Planning Department Program/Revocable Permit Coordinator (Phone: 719-385-5355) to obtain necessary certifications.

## **2.10 EQUIPMENT**

The Contractor shall provide, update, and maintain a current list of equipment, including vehicles (year, make, model, VIN, and license number). Contractor shall maintain at all times, in safe operating condition, at least one (1) towing unit capable of towing any vehicle 10,000 pounds GVWR and under 133 inch wheel-base and/or at least one (1) towing vehicle capable of towing any vehicle over 10,000 pounds GVWE and over a 133 inch wheel-base.. Contractor's towing vehicles, except flat beds, shall have dollies, and all vehicles shall have "winching" capability. Please provide pictures of the vehicles and any inspection reports.

## **2.11 DISPATCHING AND ANSWERING SERVICE**

The Contractor shall maintain a radio dispatching and answering capability twenty-four (24) hours per day, seven (7) days per week, including all holidays. Answering services or pagers will not be allowed. The proposal shall provide a description of your dispatch system. Cell phones may be used as an original number or a forwarded number if any forwarding activity is transparent to CSPD. In addition, proof of the phone number for both your dispatch and any cellular forwarding service will be submitted as part of your proposal.

## **2.12 CURRENT PERMIT AND DOT CERTIFICATE**

Contractor shall as a part of this solicitation provide proof of a current valid Public Utilities Towing Carrier Permit, and shall thereafter maintain that permit during the term of this contract. Not maintaining a valid PUC Carrier Permit or operating under suspension or revocation will be cause for disqualification and result in termination of the contract. Any change in ownership of the contractor during the term of this contract will result in termination of that contract. Contractor shall also submit a copy of their annual Department of Transportation certification and the latest vehicle inspection report.

### **2.13 PROPOSAL PRESENTATION**

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

### **2.14 EXCEPTIONS**

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

### **2.15 INSURANCE REQUIREMENTS**

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

## **SECTION III – EVALUATION FACTORS**

### **3.0 EVALUATION AND AWARD**

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

### **3.1 EVALUATION CRITERIA**

#### **3.1.1 ORGANIAZATIONAL BACKGROUND AND OVERVIEW**

See Section II - Item 2.4

#### **3.1.2 SUMMARY OF EXPERIENCE OF COMPANY AND PERSONNEL**

See Section II - Item 2.5

#### **3.1.3 REFERENCES**

See Section II - Item 2.6

#### **3.1.4 PRICING**

See Section II – Item 2.7

#### **3.1.5 CUSTOMER SERVICE AND QUALITY CONTROL**

See Section II – Item 2.8

#### **3.1.6 BUSINESS LOCATION**

See Section II – Item 2.9

#### **3.1.7 EQUIPMENT**

See Section II – Item 2.10

#### **3.1.8 DISPATCHING AND ANSWERING SERVICE**

See Section II – Item 2.11

#### **3.1.9 CURRENT PERMIT AND DOT CERTIFICATE**

See Section II – Item 2.12

#### **3.1.11 PROPOSAL PRESENTATION**

See Section II – Item 2.13

#### **3.1.12 EXCEPTIONS**

See Section II – Item 2.14

#### **3.1.13 INSURANCE REQUIREMENTS**

See Section II – Item 2.15

### **3.2 RANKING**

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

- First: Pricing
- Second: Summary of Experience of Company and Personnel
- Third: References
- Fourth: Customer Service and Quality Control
- Fifth: Proposal Presentation

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 Section 2.4-2.6 and 2.8-2.12:

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 Pricing Area (Section 2.7):

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. The price is lower than the budget amount and/or the average price of the competition.

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. The price is lower than the budget amount and/or the average price of the competition.

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. The price is very close to the budget amount and/or the average price of the competition.

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. The price exceeds the budget amount and/or the average price of the competition.

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. The price significantly exceeds the budget amount and/or the average price of the competition.

3. The following apply to the Proposal Presentation Area (Section 2.13):

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. Final/Overall Scoring

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

### 3.3 **SELECTION COMMITTEE**

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

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

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

### 3.4 **AWARD OF CONTRACT**

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

## **SECTION IV – SPECIAL CONTRACT TERMS AND CONDITIONS**

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

#### **4.1 CONTRACTOR’S CONDUCT**

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.

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

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 PIGGYBACK PROVISION**

Other governmental agencies and/or other city departments may be extended the opportunity to utilize the resultant award at the proposed price(s) with the agreement of the successful offeror. Requests for participation will be coordinated by the applicable governmental agency, and that agency will be responsible for issuing their contractual document(s).

## SECTION V – EXHIBITS

### 5.0 EXHIBITS

Exhibit 1	Proposal Certification
Exhibit 2	Sample Contract
Exhibit 3	Exceptions
Exhibit 4	Minimum Insurance Requirements
Exhibit 5	Statement of Work
Exhibit 6	Qualification Statement
Exhibit 7	Evaluation Scoresheet
Exhibit 8	Code of Colorado Regulations (CCR) 732-6

**EXHIBIT 1 PROPOSAL CERTIFICATION**

Check or Mark the space after each number to indicate compliance.

1. \_\_\_\_\_ Address of Offeror's Principal Place of Business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Colorado Springs Facility - Year established \_\_\_\_\_

Address of Colorado Springs Facility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Percent of Work to be Performed from Principal Place of Business? \_\_\_\_\_

Percent of Work to be Performed from Colorado Springs Facility? \_\_\_\_\_

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

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 \_\_\_\_\_

Provide 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 \_\_\_\_\_

3. \_\_\_\_\_ Provide one (1) copy of 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.

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

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

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

Telephone: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

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

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(City, State and Zip)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Name typed/Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(E-Mail Address)

**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: \_\_\_\_\_

**Please Note the attached Representations and Certifications must be initialed by Offeror in the spaces provided and returned with this certification.**



## REPRESENTATIONS AND CERTIFICATIONS

Exhibit 1 Continued

### 1. INSURANCE REQUIREMENTS

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

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Initials for 1

### 2. ETHICS VIOLATIONS

- a) The Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this clause in its own operations and direct business relationships.
- b) Offeror certifies the Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City’s Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City’s Procurement Rules and Regulations
- c) When the Offeror has reasonable grounds to believe that a violation described in this clause may have occurred, the Offeror shall promptly report the possible violation to the City Contracts Specialist in writing.
- c) The Offeror must disclose with the signing of this proposal, the name of any officer, director, or agent who is also an employee of the City and any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Offeror’s firm or any of its branches.
- d) In addition, the Offeror must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracts Specialist.
- e) The Offeror shall not engage in providing gifts, meals or other amenities to City employees. The right of the Offeror to proceed may be terminated by written notice issued by City Contracts Specialist if Offeror offered or gave a gratuity to an officer, official, or employee of the City and intended by the gratuity to obtain a contract or favorable treatment under a contract.
- f) The Offeror shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the Offeror will properly compensate the City.
- g) The Offeror agrees to incorporate the substance of this clause (after substituting “Contractor” for “Offeror”) in all subcontracts under this offer.

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Initials for 2

### 3. ILLEGAL ALIENS

If Offeror has any employees or subcontractors, Offeror shall comply with § 8-17.5-101, et seq., 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. Offeror 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 Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
2. Offeror has verified or attempted to verify that Offeror 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. Offeror 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 Offeror 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 Offeror 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 such notice, the subcontractor does not stop employing or contracting with the illegal alien. However, the Offeror 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 Offeror will not employ the illegal aliens in the performance of any City contract.
5. Offeror 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 Offeror violates this provision, the City may terminate the contract for a breach of contract. If the Agreement is terminated, the Offeror shall be liable for actual and consequential damages.

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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 Offeror shall coordinate the work harmoniously with the other contractors or City personnel, if applicable.

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Initials for 4

## **5. INTERNET USE**

Should the Offeror require access to City Internet resources in the performance of this requirement, a "Contractor's Internet Use Agreement" form must be separately signed by each individual having access to the City Network. The completed Contractor's Internet Use Agreement will be maintained with this agreement. Inappropriate use of the City Network will be grounds for immediate termination of any awarded contact.

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Initials for 5

## **6. LITIGATION**

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

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Initials for 6

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

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

- Large Business (i.e. do not qualify as a small business or non-profit)
- Nonprofit
- Small Business
- Minority Owned Business/Small Disadvantaged Business
- Woman Owned Business

- \_\_\_\_\_ Veteran Owned Business
- \_\_\_\_\_ Service-Disabled Veteran Owned Business
- \_\_\_\_\_ HUBZone Business

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

\_\_\_\_\_  
Initials for 7

**8. CONTRACTOR PERSONNEL**

- a) The Offeror shall appoint one of its key personnel as the “Authorized Representative” who shall have the power and authority to interface with the City and represent the Offeror in all administrative matters concerning this proposal and any awarded contract, including without limitation such administrative matters as correction of problems modifications, and reduction of costs.
- b) The Authorized Representative shall be the person identified in the Offeror’s proposal, unless the Offeror provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracts Specialist from the Authorized Representative shall be deemed to have been received from the Offeror.

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

\_\_\_\_\_  
Initials for 8

**9. OFFEROR’S CERTIFICATION**

The undersigned hereby affirms that:

- a) He/She is a duly authorized agent of the Offeror;
- b) He/She has read and agrees to the City’s standard terms and conditions attached.
- c) The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or

compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.

d) The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its proposal.

e) By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.

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

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Initials for 9

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

1. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals
  - 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 10

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

Unless otherwise specified in the Contract, the Offeror hereby agrees that any changes to the scope of work, subsequent to the original contract signing, shall be generated in writing and an approval signature shall be obtained from the City Contracts Specialist prior to additional work performance.

\_\_\_\_\_  
Initials for 11

**12. CITY CONTRACTOR SAFETY PROGRAM**

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

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

\_\_\_\_\_  
Initials for 12

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

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

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

\_\_\_\_\_  
Initials for 13

**14. FRAUD, WASTE, AND ABUSE**

Everyone has a duty to report any suspected unlawful act impacting the City of Colorado Springs operations and its enterprises. Anyone who becomes aware of the existence or apparent existence of fraud, waste, and abuse in City of Colorado Springs

is encouraged to report such matters to the City Auditor's Office in writing or on the telephone hotline 385-2387 (ADTR). Written correspondence can be mailed to:

City Auditor  
P.O. Box 2241  
Colorado Springs CO 80901

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

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Initials for 14

Name of Company:

Federal Tax ID Number:

DUNS Number:

Principle Place of Business:

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Signature of Authorized Representative

Printed Name:

Title:

Date:

## EXHIBIT 2 SAMPLE CONTRACT

### SERVICES CONTRACT

Contract Number:		Project Name/Title	
Vendor/Contractor			
Contact Name:		Telephone:	
Email Address:			
Address:			
Federal Tax ID #		Please check one:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership
City Contracting Specialist	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)
Contract Type:		Period of Performance:	

### 1. INTRODUCTION

THIS TYPE CONTRACT ("Contract") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20xx by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and \_\_\_\_\_ (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

The City has heretofore prepared the necessary Contract Documents for the following Activity: XXXXXXXX.

The Contractor did on the \_\_\_ day of \_\_\_\_\_, 20xx submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

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



## 2. COMPENSATION/CONSIDERATION

If FFP:

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

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

If T&M

Subject to the terms and conditions of the Contract Documents, Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform \_\_\_\_\_ services for the City of Colorado Springs in a good and workmanlike manner to the satisfaction of the City for the estimated price of \_\_\_\_\_, not to exceed \$ \_\_\_\_\_ (“Not to Exceed estimate”). If the performance of this Contract involves the services of others or the furnishing of equipment, supplies, or materials, the Contractor agrees to pay for the same in full. At the time of payment by the City, the Contractor shall certify in writing that said payments have been so made.

This is a Time and Material (T&M) type contract. The Not to Exceed estimate is in accordance with the Contractor’s T&M proposal and rates, as included in the attached proposal, dated XXXXXX. All labor charges shall be in accordance with the T&M rates provided therein. Invoiced hours shall be subject to City review and approval before payable.

The parties estimate that performance of this Contract will not exceed the Not to Exceed estimate. The Contractor shall notify the City Contracts Specialist in writing whenever it has reason to believe that the costs the Contractor expects to incur under this Contract in the following 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified herein; or the total cost for the performance of this Contract will be either greater or substantially less than had been previously estimated. As part of the notification, the Contractor shall provide the Contracts Specialist a revised estimate of the total cost of performing this Contract.

The City is not liable for any costs above the Not to Exceed estimate, and the Contractor is not obligated to continue performance under this Contract (including actions under the Termination clause of this Contract) or otherwise incur costs in excess of the Not to Exceed estimate specified herein, until the City Contracts Specialist

(i) notifies the Contractor in writing that the estimated cost has been increased and

(ii) provides a revised estimated total not to exceed price of performing this Contract.

**3. TERM OF CONTRACT**

It is further agreed that the Contractor will start work promptly and continue to work diligently until completed. The Contract Period of Performance shall be as follows:

<u>Performance Period</u>	<u>Dates</u>	<u>Price</u>
---------------------------	--------------	--------------

Base Year:

Option Year One:

Option Year Two:

Option Year Three:

Option Year Four:

Option years may be exercised unilaterally by the City at the City’s sole discretion. Pricing for option years shall be as indicated above. The City may elect not to exercise an option at any time before start of an option at no additional cost to the City. Further, the City shall have the unilateral option of extending services beyond the term of the Contract, including all options, for a period not to exceed a total of six (6) months if additional time is necessary to solicit and award a new Contract. Options to extend services shall be exercised upon written notification (mailed or otherwise furnished) to the Contractor at least fifteen (15) days prior to the expiration date of the Contract, or to extend Contract for up to four additional one year option periods at the City’s sole discretion.

The total value of this Contract for all years shall not exceed \$XXXXXXX. The value and current funding is \$XXXXXXX for the base year.

OR

Contractor will start work promptly after the Notice to Proceed and continue to work diligently until completed. The Contractor shall complete all work on an as ordered basis throughout the Contract period which is           Calendar Days           after the Notice-to-Proceed (“Period of Performance”) as per the specifications and drawings. The Contractor shall provide a two-year guarantee on all work performed under this Contract after the job has been completed and accepted.

#### 4. INSURANCE

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

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

#### 5. RESPONSIBILITY OF THE CONTRACTOR

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

#### 6. WORK OVERSIGHT

- A. The extent and character of the work to be done by the Contractor shall be subject to the general approval of the City's delegated Project Manager.

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

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

- A. Any subcontractor, outside associates, or other contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by the City. The Contractor shall obtain the City's Project Manager's written consent before making any substitution of these subcontractors, associates, or other contractors.
- B. The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of the Contract Documents, to be incorporated into all subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall provide clearly that there is no privity of contract between the City and the Contractor's subcontractors, outside associates, and other contractors.

## **8. KEY PERSONNEL**

The key personnel listed in the proposal and/or below will be the individuals used in the performance of the work. If any of the listed key personnel leave employment or are otherwise not utilized in the performance of the work, approval to substitute must be obtained by the Contractor from the City's Project Manager. Any substitute shall have the same or a higher standard of qualifications that the key personnel possessed at the time of Contract award.

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

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

## **10. APPROPRIATION OF FUNDS**

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

## **11. CHANGES**

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

such change order is signed by the authorized City representative, as defined below. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

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

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

The Project Manager: Changes up to \$14,999.99

The City of Colorado Springs Chief of Staff: Changes up to \$499,999.99

The Mayor of the City of Colorado Springs: Unlimited

## **12. ASSIGNMENT**

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

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

## **13. CHOICE OF LAW**

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

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

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

#### **15. INDEMNIFICATION**

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 actions under this Contract caused by any willful or negligent error, omission or act or a failure to observe any applicable standard of care by the Contractor or any person employed by it or anyone for whose acts the Contractor is legally liable. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Contractor agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the City. The indemnification obligation shall survive the expiration or termination of this Contract

#### **16. INDEPENDENT CONTRACTOR**

In the performance of the Contractor's obligations under this Contract, it is understood, acknowledged and agreed between the parties that the Contractor is at all times acting and performing as an independent contractor, and the City shall neither have nor exercise any control or direction over the manner and means by which the Contractor performs the Contractor's obligations under this Contract, except as otherwise stated within the Contract terms. The City shall not provide any direction to the Contractor on the work necessary to complete the project. Contractor understands that it is an independent contractor responsible for knowing how to perform all work or tasks necessary to complete project. The Contractor understands and agrees that the Contractor and the Contractor's employees, agents, servants, or other personnel are not City employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or any of the Contractor's employees, agents, servants or other personnel performing services or work under this Contract, whether it is of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither the Contractor nor the Contractor's employees, agents, servants or other personnel shall be entitled to

any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

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

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

## **18. PRIOR AGREEMENTS**

This is a completely integrated Contract and contains the entire agreement between the parties. Any prior written or oral agreements or representations regarding this Contract shall be of no effect and shall not be binding on the City. This Contract may only be amended in writing, and executed by duly authorized representatives of the parties hereto.

## **19. INTELLECTUAL PROPERTY**

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and possesses any and all ownership rights and interests to any work products of the Contractor made under this Contract, including any and all copyright, trademark, or patent rights, and that compensation to the Contractor for Agreement and acknowledgment of this intellectual property right section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of the parties that the City shall have full ownership and control of the Contractor's work products produced pursuant to this Contract, and the Contractor specifically waives and assigns to the City all rights which Contractor may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this intellectual property rights provision shall act as an irrevocable assignment to the City by the Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items writings,



designs, models, examples, or other work product in any and all countries. It is the Contractor's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Contractor agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by the Contractor; further, the parties expressly agree that the provisions of this intellectual property rights section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

## **20. WAIVERS**

No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Contractor shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Contractor.

## **21. THIRD PARTIES**

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person or entity on such Contract. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Contract, receiving services or benefits under this Contract shall be deemed to be incidental beneficiaries only.

## **22. TERMINATION**

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

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

mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature, if Contractor has started or performed portions of the Contract prior to receiving notice from the City. The City shall be liable only for the portions of work Contractor actually satisfactorily completed up to the point of the issuance of the Notice of Termination for convenience. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

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

- i. Contractor’s failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.
- ii. Contractor’s disregard of the laws or regulations of any public body having jurisdiction.
- iii. Contractor’s disregard of the authority of Project Manager.
- iv. Contractor’s violation in any material provision of the Contract Documents.
- v. Contractor’s failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.
- vi. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition

or answer is not discharged or denied within sixty (60) Calendar Days after it is filed.

vii. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.

viii. Contractor fails to commence correction of defective work or fails to correct defective work within a reasonable period of time after written notice.

If one or more of the events identified in Paragraphs i-viii above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will provide Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the Event of Default. If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) days after the date of the written notice or such plan is unacceptable to the City, the City may, give Contractor (and the Surety, if any) written notice that Contractor's services are being terminated for cause. Upon delivery of the termination notice, City may terminate the services of Contractor in whole or in part, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, equipment, and machinery at the project site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to obtain the lowest price for the work performed. Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

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

C. Termination Notice. Upon receipt of a termination notice, whether for convenience or cause, the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

D. Removal of Equipment. Except as provided above, in the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

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

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

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

### **24. ILLEGAL ALIENS**

Illegal Aliens - Public Contracts for Services - Compliance with Title 8, Article 17.5, Colorado Revised Statutes: The Contractor acknowledges, understands, agrees, and certifies that: In the performance of any work or the provision of any services by the Contractor under this Contract, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract; or enter into a contract with any subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or under the subcontract to this Contract. 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 the e-verify program or Colorado Department of Labor and Employment program procedures to undertake pre-

employment screening of job applicants while this Contract and any services under this Contract are being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract for services knowingly employs or contracts with an illegal alien, the Contractor shall notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the Contract with the subcontractor if during the three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with any request by the City, federal government, or the Colorado Department of Labor and Employment made in the course of an investigation. If the Contractor violates or fails to comply with any provision of C.R.S. 8-17.5-101 et seq, the City may terminate this Contract for breach of contract. If this Contract is so terminated, the Contractor shall be liable for any actual and consequential damages to the City.

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

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

## **26. LABOR**

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

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

## **27. GRATUITIES**

- A. This Contract may be terminated if the Mayor, the Mayor's designee, and/or the Procurement Services Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or Contractor for the purpose of influencing any decision to grant a City contract or to obtain favorable treatment under any City contract.

- B. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.
- C. Contract termination under this provision shall constitute a breach of contract by the Contractor, and the Contractor shall be liable to the City for all costs of reletting the contract or completion of the project. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **28. NON-DISCRIMINATION**

- A. In accord with section 24-34-402, C.R.S., the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. But, with regard to a disability, it is not a discriminatory or an unfair employment practice for an employer to take into consideration disability if there is no reasonable accommodation that the employer can make with regard to the disability, the disability actually disqualifies the person from the job, and the disability has a significant impact on the job. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. 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.
- B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry.
- D. Contractor will cooperate with the City in using Contractor's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts or work under this Contract.

## **29. ORDER OF PRECEDENCE**

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

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

## **30. HEADINGS**

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

## **31. DISPUTES**

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

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

### **32. DELIVERY**

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

### **33. PAYMENTS**

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

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

Each invoice must contain at least the following information:

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

#### **IF T&M**

The City will make payments for services on a monthly basis for services performed during the previous month in accordance with this Contract. All labor Invoices shall include labor categories, rates, hours worked, and total amounts per category. All labor categories and rates charged must be included in this Contract. No other categories or rates will be allowed or payable. All labor invoices are subject to City approval.

Materials will be payable on a reimbursable basis with no additional profit, fee, overhead, handling, or General and Administrative (G&A) costs. All costs for



materials shall be approved by the City Contracts Specialist before the costs are incurred and payable.

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

### **34. INSPECTION OF SERVICES**

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

- A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during Contract performance and for as long afterwards as the Contract requires.
- C. The City has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The City will perform inspections and tests in a manner that will not unduly delay the work.
- D. If the City performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

### **35. SECURITY**

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

### 36. TIME IS OF THE ESSENCE

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

### 37. EMPLOYMENT OF LABOR

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

### 38. SALES TAX

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

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

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

Note: For all equipment, materials and supplies incorporated into the work purchased from vendors or suppliers not licensed to collect City Sales Tax (i.e. out of state suppliers, etc.), City Use Tax is due and payable to the City. The Contractor shall execute and deliver, and shall cause the Contractor's subcontractors to execute and deliver to the City Sales Tax Office, ST 16 forms listing all said equipment, materials and supplies and the corresponding use tax due, along with payment for said taxes. Any outstanding taxes due may be withheld from the final payment due the Contractor and may result in suspension of Contractor from bidding on City projects.

Forms and instructions can be downloaded at <https://coloradosprings.gov/sales-tax/page/additional-sales-tax-forms?mlid=30771> Questions can be directed to the City Sales Tax Division at (719) 385-5903.

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

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

### **39. SEVERABILITY**

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

### **40. LIABILITY OF CITY EMPLOYEES**

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

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

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

### **42. TRAVEL**

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

classification. The City will not reimburse any other travel methods or expenses. The City will pay for lodging, meals, and miscellaneous expenses on a per diem basis only, in accordance with the current per diem rates published by the IRS annually. The City will not pay for Contractor expenses exceeding the per diem rates. Receipts for all reimbursable expenses must be provided with the Contractor's invoice.

### **43. APPENDICES**

The following Appendices are made a part of this Agreement:

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

**CONTRACT SIGNATURE PAGE**

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 the e-verify program or Colorado Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract are 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.

<b>THE CITY OF COLORADO SPRINGS, COLORADO:</b>

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

### 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 affect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(City, State and Zip Code)

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	Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations.
2.	X	Workers’ Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
3.	X	Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.

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

All coverage furnished by contractor is primary, and any insurance held by the City of 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 WORK**

### **5.0 GENERAL INFORMATION**

The City of Colorado Springs is seeking qualified, professional, and courteous towing contractors to serve the public of the City of Colorado Springs performing Public Safety Consensual Tows. The services provided are an agreement between the vehicle owner or operator and the tow contractor. The contract is one of privilege utilized by the City to provide a service to the citizens and visitors of Colorado Springs in their time of need or distress after a traffic accident. Interested and successful contractors are reminded that they are representing the City of Colorado Springs at all times, and failure to properly represent the City will result in loss of these contractual privileges.

### **5.1 TOW TYPE**

A. This Scope of Services is only for Public Safety Tows in which there is an agreement to tow and store a vehicle between the vehicle owner/operator and the tow company. These tows will be defined as "Public Safety Rotational Tows" for the purposes of this contract.

B. A "Public Safety Rotational Tow" is further defined as a tow initiated by the Colorado Springs Police Department (CSPD) when there is no police/law enforcement interest in the vehicle. No Impound Vehicle Report or Evidence/Property Invoice will accompany public safety rotational tows.

C. Typically, vehicles under the public safety rotational tow contract are towed as a convenience when the operator or owner does not have a tow company selected to affect a tow and is able to enter into an agreement for services with the tow company. Tows will be assigned in a rotational manner from a list of eligible contractors that will be maintained by the City.

D. Tows in which the vehicle owner/operator is not available to sign or provide for a verbal agreement with the tow company are considered "Non-Consensual Tows" and are not considered rotation tows. Non-consensual towed vehicles are impounded under a separate contract to the City of Colorado Springs Police Impound Facility.

E. The Public Safety Rotational Tow contract scope of services covers two (2) tow weight classifications:

1. Light Vehicle Tows: Motor vehicles 10,000 pounds and under Gross Vehicle Weight Restrictions (GVWR) are considered light vehicle tows.

2. Heavy Vehicle Tows: Motor Vehicles over 10,000 pounds Gross Vehicle Weight Restrictions (GVWR) are considered heavy vehicle tows.

F. Contractors may submit proposals for light, heavy, or both light and heavy tow weight classifications.



## **5.2 SERVICE AREA**

A. This Scope of Services applies to Public Safety Rotational Tows coordinated by the City at any location within the City of Colorado Springs limits.

B. The City expressly reserves the right, at its sole discretion, to call other wrecker and towing services, and to contract with additional wrecking and tow services, if it is in the best interest of the City.

C. Contracting with an additional towing service could include using a rotational tow contractor out of order from the rotational tow list if in the CSPD officer's opinion it is in the best interest of public safety.

## **5.3 STORAGE OF VEHICLES**

A. Rotation tow vehicles shall be taken to a tow company storage lot located within the City of Colorado Springs limits operated by the rotational tow contractor. Tow company storage lots located in unincorporated areas within the City of Colorado Springs limits meet the requirements of this contract.

B. Tow tickets will not be annotated as a "CSPD Tow" or "Police Tow" as the Police Department did not authorize the tow; whereas under the Public Safety Rotational Tow contract, CSPD facilitates the tow for the owner/operator in the interest of Public Safety.

C. Tow operators are required to provide a copy of the Disclosure of Rotation Tow Rates & Charge Sheets (Exhibit A) to the owner/operator for their records with the Contract Administrator/Police Logistics Support Manager's contact information on the disclosure sheet. The police officer on the scene has the lawful authority to impound a vehicle if the rotational tow contractor and owner/operator cannot reach an agreement on the terms for services or payment. Chargeable rates must be communicated in writing to the owner/operator prior to a service being provided.

D. The vehicle owner/operator may request delivery of the vehicle to another location other than the responding rotation tow contractor's storage lot to include another rotation or non-rotation contractor storage facility, automobile repair, or automobile collision business within the City limits. Contractors will honor any such request. All such requests shall be considered as part of the basic tow charge. Any tow of a vehicle outside the City limits will be charged the appropriate mileage rate from the City limits to the requested location.

E. The contractor shall maintain a storage lot facility within the City Limits for vehicles towed under this Scope of Services. Towed vehicles shall be stored inside a fenced enclosure to provide reasonable security against theft, tampering, or damage. The storage lot facility shall be of adequate size to hold all vehicles towed and held under this Scope of Services. At no time will inoperable vehicles be left on the public right of way near the contractor's storage location.

F. The contractors' storage lot facility must be attended during business hours by readily available contractor employees or agents authorized to release towed vehicles or personal property contained within those vehicles, and to permit insurance adjusters to view the vehicles.

G. As defined by the Public Utilities Commission "Business hours" means 8:00 AM to 5:00 PM, Monday through Friday, excluding legal holidays, and any additional hours and days the towing carrier may designate.

H. Given the absence of a prior written agreement for storage when the tow company is not open for business, appointments established for the convenience of the owner/operator will satisfy the availability requirement. The contractor may then charge a one-day storage fee when the vehicle is released.

I. No Gate Fees are permitted as part of this contract. No storage fees will be charged for Weekends and Holidays when the tow company is not normally open for business and available to provide for the release of a vehicle unless a written agreement was made between the owner/operator and the contractor.

J. If a citizen requests to obtain their vehicle when the tow company is not open for business and subsequently cannot take possession due to the unavailability of the contractor no charges can be assessed.

K. The contractor shall allow vehicle owners to remove personal property from the vehicle that is not considered part of the vehicle (e.g., personal effects, clothing, documents, prescription medications, etc.). Removal of automotive accessories (radios, stereo speaker systems) or parts are at the discretion of the tow contractor.

L. Additional requests for services such as towing to another location, automobile repair or collision shop, after the vehicle was dropped at the contractor's storage lot must be billed under a separate invoice. These additional services are not a part of the rotational towing service.

M. Charges for individual rotational tows are subject to review and audit by CSPD contract administrators. Documentation of charges for any rotational tow service must be maintained for a minimum of one year by the contractor and furnished to the City of Colorado Springs Contract Administrators upon request, at no charge during the term of this agreement and for specified terms thereafter.

#### **5.4 RELEASE OR TRANSFER OF VEHICLES**

A. If payment is rendered and accepted by the tow contractor to satisfy the towing and storing charges the rotation tow contractor will release the vehicle to:

1. The motor vehicle owner, authorized operator, or authorized agent of the owner of the motor vehicle.

2. The lien holder or agent of the lien holder of the motor vehicle; or
3. The insurance company or agent of the insurance company, providing coverage on the motor vehicle, if released to the insurance company or another town company by the owner.

B. If payment is rendered and accepted by the tow contractor the contractor will not deny entry into the storage lot by another tow contractor authorized by the owner/operator, agent, or lien holder to pick up and transport a vehicle stored and towed under the rotation tow contract.

C. Rotational tow companies will maintain and provide a written vehicle release policy upon request by an owner/operator.

D. The tow contractor may accept other forms of payment but must accept payment by Cash, MasterCard, and VISA credit cards.

### **5.5 DRY RUNS & DROP CHARGES**

In the event a tow service is requested and then cancelled before the loading of the vehicle or before performance of the service is completed, the call shall be deemed a “dry run”. No charges may be collected for a dry run, but the contractor will not lose a turn for the response. If the vehicle to be towed has been loaded before the request is cancelled by the owner/operator, the normal tow drop charges may be charged to the vehicle owner/operator.

### **5.6 MITIGATION AND CLEAN-UP OF VEHICLE FLUIDS (NON-CARGO/BULK)**

The following guidelines outline the procedures for rotation tow contractors to clean up and remove spilled vehicle fluids from motor vehicle accidents.

A. Definitions:

1. Absorbent Materials: Are any materials, manufactured or natural, used to absorb spilled vehicle fluids, and may include commercial absorbents, sawdust, floor sweep, cat litter, peat moss, absorbent pads, sand, topsoil, and available dirt.

2. Cargo: Is defined as commercial bulk or non-bulk materials transported by the motor vehicle. Materials that are inherently part of the vehicle itself are “non-cargo”, even if the vehicle is a commercial vehicle.

3. Commercial Vehicle: Is one that carries cargo and may include, but not limited to, small, medium and heavy trucks; panel trucks and vans; tractor-trailers; commercial buses.

4. Hazardous Materials (HAZMAT): Are any substance or material that possesses an unreasonable risk to health and safety of persons and/or the environment if it is not properly controlled during handling, storage, manufacture, processing, packaging, use, disposal, or transportation.

5. Privately Owned vehicle (POV): Is a vehicle that is used for the personal transportation of its occupants on a not-for-hire basis, and may include, but not limited to, passenger cars and motorcycles, vans and SUVs, motor homes and recreational vehicles, and buses used for private purposes.

6. Spill: Means the expulsion of any vehicle fluids as defined in this contract from a POV or commercial vehicle.

7. Vehicle Debris: Is non-cargo and non-vehicle fluids from a vehicle that are strewn about the roadway or adjacent area due to a vehicle accident. Examples include, but are not limited to, plastic, glass, metal, rubber, and fiberglass.

8. Vehicle Fluids: Are non-cargo liquid materials that are spilled from the vehicle, including but not limited to, gasoline, diesel fuel, motor oil, coolants, and transmission, brake and hydraulic fluids. These fluids may originate from the engine, drive train, fuel tanks, wheel assemblies, compressors, air handlers or any component of the vehicle including tractor and trailer.

#### B. Spill Clean-up Procedures

1. The preferred spill clean-up method is to soak up as much spilled vehicle fluids as possible using absorbent materials.

Note: Contractors should consider the use of newer environmental friendly bio gradable absorbent materials such as Eco Absorb, BioMatrix, Wurth Absorb, etc. The newer products are generally 100% organic, non-abrasive, non-carcinogenic, universal absorbent and ideally suited for Ideal for spill management and spill response at traffic accidents.

Other benefits include instantly absorbs spills 15X more than clay; leaves no oily or sticky residue behind; super lightweight, no back-breaking lifting of heavy bags; poses no health risks; no harmful carcinogens; 100% Green; made from all-natural renewed by-products; certified non-leaching and landfill safe; works on all types of spills; less than 25% of the total cost of clay use and disposal; non-reactive, unlike clay absorbents; no Dust! like that found in clay and Diatomaceous Earth.

2. Absorbent materials shall be double-bagged in heavy-duty trash bags or containerized in pails, buckets or barrels with lids.

3. Tow contractors may dispose of bagged or containerized absorbent materials by placing them inside commercial vehicles or POVs.

4. Tow contractors are responsible for the removal and transport from the scene of all absorbent materials and vehicle debris.
5. Spills or damage to cargo are not the responsibility of the tow contractor to clean up. The Colorado Springs Fire Department (CSFD) will mitigate and/or coordinate the cleanup of bulk cargo.
6. In addition to the one shovel and one broom required by the PUC to clean up debris, tow contractors will have:
  - a. Absorbent materials in sufficient quantities to clean up spilled vehicle fluids.
  - b. Heavy duty plastic trash bags.

#### D. Release from Traffic-Accident Scenes

1. The tow contractor will not leave of the scene of accident/spill unless cleared to do so by the CSPD or CSFD officer in charge.
2. In addition to the one shovel and one broom required by the PUC to clean up debris, tow contractors will have:
  - a. Absorbent materials in sufficient quantities to clean up spilled vehicle fluids.
  - b. Heavy duty plastic trash bags.

### **5.7 TOWING, ENTERING, VEHICLES & SECURING LOADS**

- A. No item shall be removed by the contractor from any vehicle towed.
- B. All keys shall be secured for all vehicles towed.
- C. All loads on or in a vehicle shall be secured to prevent loss or damage during towing or recovery in compliance with all City, State, and Federal laws. Vehicle windows shall be rolled up unless otherwise instructed by the CSPD officer in charge of the traffic accident scene.
- D. Windblown debris accompanying the towed vehicle must be secured so as not to present a safety hazard during transport.

### **5.8 CONDUCT OF CONTRACTOR EMPLOYEES**

- A. Agents and employees of the Contractor shall comply with all posted City regulations and directives governing conduct and procedures while on CSPD property. Rotation tow contractor employees/agents must be courteous when conducting business with the Public or City employees.

B. Tow contractors will not imply or otherwise indicate to the owner/operator of a vehicle that the public tow is other than a consensual tow between the owner/operator and the tow company or that there is a police interest in the vehicle. Tow operators and the contractor will not define a Public Safety Rotation Tow as a "Police Tow" to the owner/operator of any towed vehicle.

C. CSPD will request a written explanation and a proposed resolution from contractors regarding any complaints received about discourteous contractor employee conduct.

D. Contractors are required to respond to CSPD or City Purchasing/Contracting inquiries in writing within ten (10) days of receiving a complaint or inquiry.

### **5.9 ROTATION CONTRACTOR TOWING RESPONSE TIMES**

A. The rotation tow contractor shall provide all contacted towing services on a twenty-four (24) hours per day, seven (7) days per week, including all Holidays.

B. The maximum response time to all call for contracted towing services to any location within the City limits of Colorado Springs is forty-five (45) minutes from time of notification to time of arrival on the scene based on records maintained by the Police Communications Center.

C. All contractor responses will be solely by tow truck operator employees; friends, relatives, or sub-contractors will not accompany the contractor responding to an accident scene.

### **5.10 CONTRACTOR BUSINESS LOCATIONS**

A. The contractor shall maintain a principal place of business office with phone service and storage lot facility) within the incorporated City limits of Colorado Springs.

B. Principal place of business locations and storage lot facilities located within enclaves of unincorporated El Paso County and surrounded by the corporate jurisdictions of the City shall be deemed "within the City limits" for the purposes of this contract.

C. Contractors must disclose other business locations outside the City limits.

D. The contractor must advise CSPD prior to any move involving a change of business location. Failure to do so may result in a temporary or permanent suspension from the Public Safety Rotation Tow contract.

E. Under no circumstances will vehicles towed under the rotation tow contract be moved to business locations or storage facilities outside the City limits pursuant to contractor storage lot relocation.

F. Tow contractors must contact the City of Colorado Springs Planning and Development Department, Land Use Review Division Phone: 719.385.5905 / Fax:

719.385.5055 (Hours of Operation: 8:00 AM to 5:00 PM, Monday thru Friday) to obtain a tow zoning verification letter for every new Public Rotation Tow Request for Proposal (RFP) and subsequent storage lot relocations when under contract.

G. Storage lot locations must maintain compliance certification with all applicable City zoning regulations and ordinances throughout the term of this agreement.

H. When applying to the RFP or relocating a business storage lot, contractors must contact the City Planning and Development Department far enough in advance to meet RFP submission deadlines or a planned relocation for the zoning compliance review.

I. Failure to obtain a tow zoning verification letter or to comply with zoning regulations may be considered as a non-response to the RFP or violation of the contract terms and conditions.

### **5.11 DISPATCHING & ANSWERING SERVICES**

A. The contractor shall maintain a radio dispatching and telephone answering capability twenty-four (24) hours per day, seven (7) days per week to include City observed Holidays. Each company may have only one primary telephone number for calls day or night.

B. The CSPD Communications Center dispatchers will not call alternate telephone numbers for any tow contractor. Call forwarding is acceptable if call forwarding is transparent to the CSPD Communications Center dispatcher. If the CSPD call for rotational tow service is unanswered after three (3) rings the CSPD dispatcher will move to the next rotational tow contractor on the list and the non-responsive tow contractor will lose their turn and drop to their next rotational order.

C. If the Communications Center dispatcher cannot contact the rotation tow contractor with the telephone number provided under the contract the dispatcher will document the attempted contact with the tow contractor. The decision of the Communications Center dispatcher on contractor non-responsiveness is final.

C. Tow contractors will not call the CSPD Communications Center with questions concerning their position on the rotational tow list.

D. Cellular phones directly answered by tow truck operators may be used in lieu of radio dispatching. The use of contracted answering services or pagers is prohibited.

E. If inclement weather prohibits the tow contractor from responding and explanation for the non-response must be provided to the CSPD Contract Administrator within three (3) days after the event. The CSPD contract administrator will consult with a Communications Center Supervisor for a final determination to authorize a waiver, giving consideration to a timely written request justification provided by the tow contractor and any mitigating event circumstances.

F. If a contractor has a reasonable belief that they lost a rotational call for service they may call the CSPD Contract Administrator/Logistics Support Manager: Phone: 719.444.7430.

### **5.12 CURRENT PUC PERMIT & DOT CERTIFICATE**

A. The contractor shall maintain a current and valid Public Utilities Towing Carrier Permit and Department of Transportation (DOT) certificate during the term of this contract.

B. The failure to maintain a valid Colorado PUC Carrier Permit or DOT certificate or operating under suspension or revocation shall be immediate cause for a temporary suspension from the rotational tow contract until such time the contractor receives an active permit.

C. If after revocation, suspension or placed in an inactive status by the PUC and the rotation tow contractor cannot secure a valid PUC carrier permit or DOT certificate the contractor will be disqualified and the rotational tow contract terminated.

### **5.13 VEHICLE EQUIPMENT REQUIREMENTS**

A. The contractor shall maintain all required towing vehicles and equipment in a condition which complies with all applicable safety regulations and laws of the State of Colorado (Colorado State Public Utilities Commission Rules Regulating Transportation by Motor Vehicle, Section 6506, Equipment and Accessories) and the City of Colorado Springs.

B. Light Vehicle Towing Contractors shall maintain at all times, in safe operating condition at least one (1) towing vehicle capable of towing any vehicle 10,000 pounds GVWR or less and under a 133 inch wheel base.

C. Heavy Vehicle Towing Contractors: shall maintain at all times, in safe operating condition at least one (1) heavy duty towing vehicle capable of towing vehicles with three (3) or more axles in excess of 10,000 pounds GVWR.

D. A contractor's towing vehicles, excluding flat beds, shall have winching capability.

E. The contractor shall provide to the City a current list and photo of each towing vehicle maintained by the contractor.

F. When vehicle changes occur, an updated list shall be provided to the City and if applicable a photo of the new vehicle within ten (10) days of the change.

### **5.14 CONTRACTOR EMPLOYEE QUALIFICATIONS & PRIOR EXPERIENCE**

A. The contractor shall hire or employ adequate and qualified personnel to meet the requirements of this contract. Tow truck operators shall be employees of the contractor. The contractor



B. The tow contract shall provide to the City upon commencement of this contract and thereafter upon request a current list of employees.

C. Employee information shall include the full name, date of birth, and the current valid Colorado driver's license number and/or current commercial Driver's license number.

### **5.15 CONTRACTOR REQUESTS FOR INACTIVE STATUS**

A. Contractors may, at their discretion, temporarily remove themselves from the rotational tow list to accommodate vacations, family emergencies, or vehicle maintenance repairs/services by notifying the CSPD Communications Center in advance.

B. The notification must be accomplished in writing (FAX is acceptable: Facsimile: 719.444.7381) addressed to Manager, CSPD Communications Center) and must specify the dates and times when the tow operator is unavailable and a brief reason for the request.

C. Request for reinstatement to active status must also be submitted in writing to the Communications Center Manager.

### **5.16 SALE OF ABANDONED VEHICLES FOR SATISFACTION OF CHARGES**

A. The Contractor may recover outstanding towing and storage charges from a rotation tow call for services on abandoned motor vehicles in accordance with the notice and procedural requirements of Parts 18 and 21 of Article 4 of Title 42, C.R.S. and State Statute 42-5-109, C.R.S.

B. Tow contractors discovering any contraband, controlled substances, illegal weapons, explosives, firearms, or drugs will immediately notify CSPD.

### **5.17 DISCLOSURE OF RATES AND CHARGES**

A. Presentation of the Disclosure Rates & Charges Sheet will be presented to the owner/operator without alteration or modifications to the approved format (Schedule A – Price Sheet) and must include.

“Problems with the Public Safety Rotational Towing Contractor Service(s)?  
Call the CSPD Logistics Support Manager at (719) 444.7430”

B. Prior to performing any tow service, the tow contractor shall disclose to the owner, authorized operator, or authorized agent of the owner of the motor vehicle all rates and charges to be assessed and:

1. Any extra charges made necessary because, at the time of the tow, the rotational towing contractor would be unable to deliver the motor vehicle to a repair or body shop during the normal working hours of such repair or body shop.

2. Any extra charges made necessary because, at the time of the tow, the rotational towing contractor would be unable to deliver the motor vehicle to a location and at a time agreed upon by the owner, authorized operator, or authorized agent of the owner to make delivery of the vehicle and pay the tow charges.

3. Estimated charges for mileage [outside the City limits] and storage.

C. The disclosure for the extra and estimated charges may either be written or oral.

D. The Disclosure Rates & Charges Sheet must be approved by the City.

E. During the contract term of agreement contractors may not alter or modify the sheet with the exceptions made necessary by a change of business address, business telephone number, or business hours of operation.

F. Tow contractors, at their discretion, may charge less than their submitted contracted rates.

G. The tow contractor must obtain owner/operator approval prior to vehicle loading or hook-up.

H. The owner/operator of a vehicle reserves the right to decline a rotation tow call for service and request a specific tow company to provide services. Declined tows will be deemed a "Dry Run."

I. The CSD officer on the scene has the lawful authority to impound a vehicle if the tow contractor and vehicle owner/operator are unable to reach an agreement on the terms for services.

J. Tow contractors may accept alternate means of payment in addition to Cash, MasterCard, and VISA. The alternative methods of payment must be accepted at the scene of the tow and irrespective of the time of service.

### **5.18 CHANGE OF ROTATION TOW CONTRACTOR BUSINESS OWNERSHIP**

A. Under no circumstances will a current rotation tow contractor, when considering the sale of the tow business to a potential new owner, imply that the transfer of the City rotation tow contract is automatic. AS OF NOW, ANY ROTATION TOW CONTRACT THAT IS SOLD WILL BE CANCELLED AND NOT TRANSFERRED.

B. Prior to any sale of a rotation tow contract business the City will be notified by the current owner of the impending sale.

## **5.19 CONTRACT DURATION & RENEWAL OPTIONS**

A. The terms of this contract is a one (1) year base period with four (4) additional one (1) year renewal options.

B. The City reserves the right to renew the contract yearly at the sole discretion of the City.

C. During the one (1) year base period and the four (4) additional one (1) year renewal options the Public Safety Rotation Tow contract will remain closed to further bidding opportunities until the final 5-year expiration term and the publication of a new Request for Proposal.

## **5.20 CONTRACT SUSPENSION & TERMINATION (ALSO REFERENCED IN CONTRACT SECTION 15)**

A. The City may terminate performance of this contract in whole or in part, or from time to time, in part if the City determines that a termination is in the City's best interest or at the City's convenience. The contractor after receipt of a Notice of Termination shall stop work as specified under this contract.

B. When a vehicle owner/operator, owner insurance carrier or agent, or lien holder present complaints on services, charges or contract employee conduct the CSPD Contract Administrator/Police Logistics Support Manager will request that such complaints are made in writing along with all supporting documentation and the identity of any available witnesses.

C. Contractors will receive a written notice or email message from the CSPD Contractor Administrator summarizing the citizen complaint(s), a copy of the supporting documentation, and the alleged violations under the rotation contract terms and conditions.

D. The contractor will have ten (10) days from the date of the notice to respond in writing to the CSPD Contract Administrator. If a contractor fails to respond in writing, or the complaint is sustained the contractor will receive a temporary suspension for a period not to exceed ninety (90) days. There is no appeal to a temporary suspension.

E. A second sustained violation of any of the contract specifications will result in a termination of the contractor/owner from the rotation tow contract. Contractors so terminated will be barred from qualifying for future rotation tow contracts for a period of not less than five (5) years.

## **5.21 COLORADO STATE PUBLIC UTILITIES COMMISSION (PUC) RULE CHANGES REGULATING LAW ENFORCEMENT ORDERED TOWS**

A. Notwithstanding the City of Colorado Springs Public Safety Tow Contract terms and conditions, the Rotational Tow Contractor is legally bound to conform to the Public

Utilities changes governing law enforcement ordered tows (4 Code of Colorado Regulations (CCR), 732-6 Parts, Rules Regulating Transportation by Motor Vehicle, Towing Carrier Rules.

B. Under Section 6501(i) Definitions of the Towing Carrier Rules:

“Nonconsensual tow” means the transportation of a motor vehicle by tow truck if such transportation is performed without the prior consent or authorization of the owner or operator of the motor vehicle. Law enforcement–ordered tows are nonconsensual and subject to these rules, even when the owner or operator of the vehicle consents to a law enforcement official ordering a tow.”

C. The PUC tow rates and all other requirements for nonconsensual tows apply to the Public Safety Rotational Tow contract.

D. The rules are attached and incorporated into the terms and conditions of the Public Safety Rotational Tow contract (Exhibit D).

**5.22 COLORADO REVISED STATUTE 42-4-1803 (ABANDONMENT OF MOTOR VEHICLES – PUBLIC PROPERTY) C.R.S. 42-4-1803 A. 42-4-1803. ABANDONMENT OF MOTOR VEHICLES - PUBLIC PROPERTY (1)**

A. No person shall abandon any motor vehicle upon public property. Any sheriff, undersheriff, deputy sheriff, police officer, marshal, Colorado state patrol officer, or agent of the Colorado bureau of investigation who finds a motor vehicle that such officer has reasonable grounds to believe has been abandoned shall require such motor vehicle to be removed or cause the same to be removed and placed in storage in any impound lot designated or maintained by the law enforcement agency employing such officer.

B. If an operator is used by the responsible law enforcement agency to tow or impound the motor vehicle pursuant to paragraph (a) of this subsection (1), the operator shall be provided with written authorization to possess the motor vehicle on a document that includes, without limitation, the year, make, model, vehicle identification number, and storage location.

(2) Whenever any sheriff, undersheriff, deputy sheriff, police officer, marshal, Colorado state patrol officer, agent of the Colorado bureau of investigation, or agency employee finds a motor vehicle, vehicle, cargo, or debris, attended or unattended, standing upon any portion of a highway right-of-way in such a manner as to constitute an obstruction to traffic or proper highway maintenance, such officer or agency employee is authorized to cause the motor vehicle, vehicle, cargo, or debris to be moved to eliminate any such obstruction; and neither the officer, the agency employee, nor anyone acting under the direction of such officer or employee shall be liable for any damage to such motor vehicle, vehicle, cargo, or debris occasioned by such removal. The removal process is intended to clear the obstruction, but such activity should create as little damage as possible to the vehicle, or cargo, or both. No agency employee shall cause any motor

vehicle to be moved unless such employee has obtained approval from a local law enforcement agency of a municipality, county, or city and county, the Colorado bureau of investigation, or the Colorado state patrol.

C. The operator shall be responsible for removing the motor vehicle and the motor vehicle debris from the site pursuant to this section, but shall not be required to remove or clean up any hazardous or commercial cargo the motor vehicle carried. The commercial carrier shall be responsible for removal or clean-up of the hazardous or commercial cargo.

**5.23 CITY OF COLORADO SPRINGS ORDINANCE (10.23.10 FOREIGN MATTER ON STREETS OR HIGHWAYS) CITY OF COLORADO SPRINGS ORDINANCE 10.23.110: FOREIGN MATTER ON STREETS OR HIGHWAYS**

A. No person shall throw or deposit upon any street or highway within this City any glass bottle, glass, stones, nails, tacks, wire, cans, or any other substance likely to injure any person, animal or vehicle; nor shall any person dump, deposit, throw or leave any litter on any public or private property in this City, except in a receptacle or container provided for this purpose.

B. Any person who drops or permits to be dropped or thrown, upon any street or highway or structure within this City any destructive or injurious material or lighted or burning substance, shall immediately remove the same or cause it to be removed.

C. Any person removing a wrecked or damaged vehicle from a street or highway within this City shall remove any glass or injurious substance dropped upon the street or highway from the vehicle. (1968 Code §6-23-10; Ord. 75-86; Ord. 01-42)

**5.24 4 CODE OF COLORADO REGULATIONS (CCR), 732-6 PART, RULES, REGULATING TRANSPORTATION BY MOTOR VEHICLE, TOWING CARRIER RULES.**

See Exhibit 8. Contractors should pay particular attention to the Towing Carrier Rules, Pages 60 through 75.

**EXHIBIT 6 – QUALIFICATION STATEMENT**

**CITY OF COLORADO SPRINGS  
QUALIFICATION STATEMENT**

This statement will provide information which will enable the City to evaluate the qualifications of your firm and staff with regard to the requirements of this Request for Proposal. Please complete this form in its entirety and submit it (in the number of copies requested) along with the other required proposal documents. If a request in the Qualification Statement is contained in the proposal, indicate the section in the proposal where that information can be found.

**(PRINT)**

FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY STATE ZIP: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
AUTHORIZED SIGNATURE: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_

**1. TYPE OF BUSINESS**

**2. TYPE OF LICENSE & LOCATION**

CORPORATION  INDIVIDUAL   
PARTNERSHIP  JOINT VENTURE  \_\_\_\_\_  
OTHER: \_\_\_\_\_

**3. TYPE OF SERVICE TO BE PROVIDED FOR RFP:** \_\_\_\_\_  
\_\_\_\_\_

**4. NUMBER OF YEARS IN BUSINESS:** \_\_\_\_\_

**5. ON A SEPARATE SHEET PROVIDE A BRIEF HISTORY OF YOUR FIRM, STAFF SIZE AND EXPERIENCE. SUBMIT A RESUME FOR THE PROJECT MANAGER AND EACH KEY PERSONNEL ASSIGNED TO THIS PROJECT.**

**6. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER:** \_\_\_\_\_  
\_\_\_\_\_

**7. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?** YES  NO  IF "YES", EXPLAIN:  
\_\_\_\_\_  
\_\_\_\_\_

**8. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONTRACT WITHIN THE LAST FIVE (5) YEARS?** YES  NO   
IF "YES", EXPLAIN:

**RFP YR-NMBR  
QUALIFICATION STATEMENT – PAGE 2**

9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION? YES  NO  IF "YES", EXPLAIN:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH ANY GOVERNMENT AGENCY? YES  NO  IF "YES", EXPLAIN TYPE, KIND, PLAINTIFF, DEFENDANT, ETC., AND STATE THE CURRENT STATUS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. BANK REFERENCE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

12. LIST THREE (3) SIMILAR PROJECTS (LOCAL OR STATE-WIDE) **FROM LAST FIVE (5) YEARS**-INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT), CONTACT NAME, ADDRESS, TELEPHONE NUMBERS  
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project: \_\_\_\_\_  
Size of Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contact Name and Title: \_\_\_\_\_  
Contract Address: \_\_\_\_\_  
Contact telephone and FAX Numbers: \_\_\_\_\_
2. Location of Project: \_\_\_\_\_  
Size of Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contract Address: \_\_\_\_\_  
Contact telephone and FAX Numbers: \_\_\_\_\_
3. Location of Project: \_\_\_\_\_  
Size of Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contract Address: \_\_\_\_\_  
Contact telephone and FAX Numbers: \_\_\_\_\_

13. LIST **CURRENT** SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT- INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT) CONTACT NAME, ADDRESS, TELEPHONE NUMBERS.  
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project: \_\_\_\_\_  
Size of Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contact Name and Title: \_\_\_\_\_  
Contact Address: \_\_\_\_\_

---

Contact telephone and FAX Numbers:

---

- 2. Location of Project:

---

Size of Project:

---

Contract Amount:

---

Contact Name and Title:

---

Contact Address:

---

Contact telephone and FAX Numbers:

---

- 3. Location of Project:

---

Size of Project:

---

Contract Amount:

---

Contact Name and Title:

---

Contact Address:

---

Contact telephone and FAX Numbers:

---

14. LIST OF SUB-CONTRACTORS TO BE USED FOR THIS PROJECT:  
(INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF WORK)

- 1. Name:

---

Address:

---

Telephone Number:

---

Type of Work:

---
- 2. Name:

---

Address:

---

Telephone Number:

---

Type of Work:

---
- 3. Name:

---

Address:

---

Telephone Number:

---

Type of Work:

---

**IF ADDITIONAL INFORMATION IS PROVIDED ON A SEPARATE SHEET FOR ANY OF THE ITEMS, CLEARLY SPECIFY WHERE IT CAN BE LOCATED IN YOUR PROPOSAL PACKAGE.**



**EXHIBIT 7 – EVALUATION SCORESHEET**

**PROPOSAL EVALUATION SCORE SHEET**

**SOLICITATION NUMBER AND TITLE:**

**Proposer’s Name:** \_\_\_\_\_

**Evaluator’s Name:** \_\_\_\_\_

<b>RFP EVALUATION CRITERIA DESCRIPTION</b>	<b>SCORE</b>
<p><b>2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW</b></p> <p>Did the Offeror provide a brief history and overview of your company and its organizational structure. List any other names this company has used in the last five (5) years. Are there any lawsuits; federal, state or local tax liens; or any potential claims or liabilities pending against you, the firm, or officers of the firm at this time?</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<p><b>2.5 SUMMARY OF EXPERIENCE OF COMPANY AND PERSONNEL</b></p> <p>Did the Offeror provide a brief narrative of the history and overview of your company and its organizational structure. At a minimum include, length of time in business, regular business hours, prior work experience and other contracts for towing services, capabilities of service, personnel including numbers and qualifications, certifications including PUC requirements, and any other information pertinent to providing the services outlined in this request.</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<p><b>2.6 REFERENCES</b></p> <p>Did the Offeror provide the names and locations of at least three (3) locations at which your company has conducted similar services and requirements. Specifically describe your company’s experience in successfully completing similar projects. Also include a list of current clients and current projects the firm is presently working on. Provide names and contact information for each reference.</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<p><b>2.7 PRICING</b></p> <p>Did the Offeror submit pricing on Schedule A – Price Sheet? Did the Offeror provide a sample rate sheet that you will issue to citizens meeting all of the requirements outlined in Exhibit 5.17. Did the Offeror provide a copy of a sample invoice?</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>

<p><b>2.8 CUSTOMER SERVICE AND QUALITY CONTROL</b></p> <p>Did the Offeror provide customer service and quality control plans. This should include training provided to employees for dealing with public citizens including those who are distraught or stressed given the circumstances. How to release a vehicle from storage to the owner or designated representative of the owner and what is required to release (written or verbal permission, forms, etc...). How will your firm address any complaints or concerns brought to your attention?</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<p><b>2.9 BUSINESS LOCATION</b></p> <p>Did the Offeror provide a description of your facilities including pictures. The contractor shall maintain a principal place of business (business office with phone, and storage lot) within the City limits of Colorado Springs. While no business locations outside the City limits are authorized for use under this contract, any other business locations maintained must be identified. Contractors must advise CSPD prior to any move involving change of business location. Any use of locations outside the City limits will be cause for disqualification and result in termination of the contract. Cited business locations must maintain compliance with local zoning laws. Businesses must submit an original certification of compliance with local zoning laws and ordinances as a part of their response. Businesses may contact the City Planning Department Program/Revocable Permit Coordinator (Phone: 719-385-5355) to obtain necessary certifications.</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<p><b>2.10 EQUIPMENT</b></p> <p>Did the Offeror provide, update, and maintain a current list of equipment, including vehicles (year, make, model, VIN, and license number). Contractor shall maintain at all times, in safe operating condition, at least one (1) towing unit capable of towing any vehicle 10,000 pounds GVWR and under 133 inch wheel-base and/or at least one (1) towing vehicle capable of towing any vehicle over 10,000 pounds GVWE and over a 133 inch wheel-base.. Contractor’s towing vehicles, except flat beds, shall have dollies, and all vehicles shall have “winching” capability. Please provide pictures of the vehicles and any inspection reports.</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<p><b>2.11 DISPATCHING AND ANSWERING SERVICE</b></p> <p>Did the Offeror demonstrate that they will maintain a radio dispatching and answering capability twenty-four (24) hours per day, seven (7) days per week, including all holidays. Answering services or pagers will not be allowed. The proposal shall provide a description of your dispatch system. Cell phones may be used as an original number or a forwarded number if any forwarding activity is transparent to CSPD. In addition, proof of the</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>

<p>phone number for both your dispatch and any cellular forwarding service will be submitted as part of your proposal.</p>	
<p><b>2.12 CURRENT PERMIT AND DOT CERTIFICATE</b></p> <p>Did the Offeror provide proof of a current valid Public Utilities Towing Carrier Permit, and shall thereafter maintain that permit during the term of this contract. Not maintaining a valid PUC Carrier Permit or operating under suspension or revocation will be cause for disqualification and result in termination of the contract. Any change in ownership of the contractor during the term of this contract will result in termination of that contract. Contractor shall also submit a copy of their annual Department of Transportation certification and the latest vehicle inspection report.</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<p><b>2.13 PROPOSAL PRESENTATION</b></p> <p>Did the Offeror provide a highly professional product, which is complete, accurate, easily understood, and effectively presented?</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<p><b>2.14 EXCEPTIONS</b></p> <p>Did the Offeror complete Exhibit 3 - Exceptions and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.</p>	<p>PASS/FAIL</p>
<p><b>2.15 INSURANCE REQUIREMENTS</b></p> <p>Did the Offeror complete Exhibit 4 – Insurance Requirements and return with their proposal. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.</p>	<p>PASS/FAIL</p>
<p><b>TOTAL SCORE – Add Evaluation Scores from all sections. The sum is the total score.</b></p>	<p>Total Score:</p>

## SECTION VI

### 6.0 SCHEDULES

Schedule A Price Sheet

## SCHEDULE A – PRICE SHEET

<b>Rotation Tow Contractor &amp; Contract Number</b>	
<b>Business/Storage Lot Address:</b>	
<b>Hours of Operation:</b>	
<b>Phone Number:</b>	

<b>ALL GROSS VEHICLE WEIGHT RATINGS</b>	<b>CLASSIFICATION RATE</b>
1. Motor vehicles with a GVWR less than or equal to 10,000 pounds:	Per Tow Truck: Drop Charge:
2. Motor vehicles with a GVWR greater than 10,000 pounds and less than or equal to 19,000 pounds:	Per Tow Truck: Drop Charge:
3. Motor vehicles with a GVWR greater than 19,001 pounds and less than or equal to 33,000 pounds:	Per Tow Truck: Drop Charge:
4. Motor vehicles with a GVWR greater than 33,000 pounds:	Per Tow Truck: Drop Charge:
5. The recovery of a motor vehicle requiring the use of a Heavy Rotation (60+ Tons) shall not exceed:	Per Hour:
<b>NOTE:</b> Contractors may not bill more than the reasonable time necessary to perform the tow at hourly rates for one tow truck and driver, plus the towing carrier's actual and reasonable cost of recovery equipment and labor in excess of one tow truck and driver plus an additional twenty-five (25%) percent of those actual and reasonable costs.	
<b>STORAGE CHARGES</b>	<b>STORAGE RATES</b>
6. For motor vehicles having a GVWR of less than 10,000 pounds:	Daily Rate:
7. For motor vehicles having a GVWR over 10,000 pounds:	Daily Rate:
8. The maximum additional charge for release of a motor vehicle from storage or access to a motor vehicle in storage at any time other than the carrier's business hours of operation	Daily Rate:
<b>NOTE:</b> Storage fees may accrue from the time a vehicle is placed in storage and shall not exceed the above rates based on a 24-hour period or any portion of a 24-hour period.	

**Problems with the Public Safety Rotational Towing Contractor Service(s)?  
Contact the CSPD Logistics Support Manager at (719) 444-7430.**

**Notice to Vehicle Owner/Operator:** The Colorado Public Utilities Commission (PUC) has revised the rules that govern all towing carriers issued a PUC Permit that will provide a uniform system for rates and charges for law enforcement sponsored tow and recovery operations. Colorado Springs Public Safety Rotation Tow contractors may charge less than the defined tow rates but cannot exceed the maximum allowable rates for each GVWR classification. Fees for tow dollies, winching, mileage, and fuel surcharges are not permitted. The rates below reflect the maximum allowable permitted by the PUC. The maximum hourly rates for tow truck and operator will be billable in ¼ hour increments after the first hour.

**Acceptable Methods of Payment:** Cash, MasterCard, or VISA credit cards. Rates are for tows requested on a 24/7 basis, including weekends/Holidays; there are no exclusions or exceptions. Fees not listed in Items 1-8 are prohibited.