



**REQUEST FOR PROPOSAL**  
Services

**R20- 081 NS**

Date issued: August 17, 2020

**LEGAL PUBLICATIONS**

**THE CITY OF COLORADO SPRINGS**

The City of Colorado Springs requests Fixed Unit Price proposals, as detailed in this Request for Proposal (RFP), for the placement of Legal Publications. Please see Exhibit 5 Scope of Work.

This Request for Proposal is posted to Rocky Mountain E- Purchasing (Bidnet) [www.BidNetDirect.com](http://www.BidNetDirect.com).

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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 issued 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	August 17, 2020
Cut Off Date for Questions	September 10, 2020 10:00 AM

Questions about the RFP must be emailed in writing and directed to Nicole Spindler, at the following email address: [Nicole.Spindler@coloradosprings.gov](mailto:Nicole.Spindler@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 September 10, 2020 10:00 AM.

**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.*

<b>Proposal Due Date</b>	<b>September 17, 2020 3:00 PM</b>
Interviews (if applicable)	TBD
Award of Contract	EST October 2020
Notice to Proceed	EST October 2020

### 1.2 SUBMISSION OF PROPOSAL

Proposals are to be submitted to:  
Nicole Spindler  
Procurement Services Manager  
107 N. Nevada Avenue, Suite 125  
Colorado Springs, CO 80903

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

**Date/Time:** Proposals shall be received on or before 3:00 PM MDT, September 17, 2020.

**Identification of Proposal:**

Proposals shall be submitted in an envelope(s) or container(s) with the solicitation number, date for submission of offer and the Offeror's name clearly marked on the outside of the envelope(s) or container(s).

**RFP No. and Title: R20-081 NS Legal Notices**  
**Due Date: September 17, 2020 3:00 PM**  
**Company:**

Any offer that is submitted without being properly marked may be opened for identification prior to the deadline for receipt of proposals and then resealed.

**1.3 NUMBER OF COPIES**

Offerors shall submit **six (6)** hardcopies of the proposal documents. Offerors shall also submit one softcopy on CD. Upon submission, all proposal documents shall become and remain the property of the City of Colorado Springs.

**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 or informal proposal or offer and that may or may not be successful in being awarded the contract.

The term "Project" refers to the Legal Publications R20 - 081 NS.

The term "Request for Proposal" or "RFP" means this solicitation of a formal or informal, 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 or erasures must be initialed 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 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 any contract awarded as a result of this RFP may be outlined as follows.

Base Year:	Contract Execution – September 30, 2021
Option Year 1:	October 1, 2021 – September 30, 2022
Option Year 2:	October 1, 2022 – September 30, 2023
Option Year 3:	October 1, 2023 – September 30, 2024
Option Year 4:	October 1, 2024 – September 30, 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 9 – 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 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 LOGOS**

The City's logo is trademarked and property solely of the City of Colorado Springs. Offerors do not have permission to use our logo on any documentation

or proposal presentation materials, and to do so would be a violation of our trademark. We also prefer your company does not utilize its trademark as to not influence an evaluator's evaluation.

### **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.

### **1.21 BOND REQUIREMENTS**

The Offeror is advised that the successful Offeror shall be required to furnish to the City of Colorado Springs, upon award, one copy of: Performance Bond in the amount of \$5,000.00 within ten (10) calendar days after notification of award of a contract. The cost of the bond shall be included in Offeror's offer.

Bonds shall:

- a) Be written and obtained in the amount of \$5,000.00.
- b) Guarantee the Contractor's faithful performance of the work under the contract, and the prompt and full payment for all labor and materials involved therein.

- c) Guarantee protection to the City of Colorado Springs against liens of any kind.
- d) Be, when a surety bond is furnished, from a surety company operating lawfully in the State of Colorado and be accompanied with an acceptable "Power-of-Attorney" form attached to each bond copy.
- e) Be issued from a surety company that is acceptable to the City of Colorado Springs.
- f) Be submitted using the forms in the Exhibit section of this solicitation.

## 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 (20) 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 following listed Exhibits must be filled out and returned with the proposal and **are not** counted against the page limit:

Exhibit 1	Proposal Certification
Exhibit 3	Exceptions
Exhibit 4	Minimum Insurance Requirements
Exhibit 10	Qualifications Statement
Schedule A	Fee Schedule
	Acknowledged Addenda, if issued.

### 2.2 COVER LETTER

The cover letter shall be no more than two pages. 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

The Offeror must provide a brief history and overview of its company and its organizational structure, with special emphasis on how this project will fit within that structure. Also include principal place of business location(s), office locations, size of firm, and financial stability (annual public reports or private financial statements shall be included in an appendix or under separate cover; private financial information will be kept confidential by the City).

## **2.5 PROPOSAL NARRATIVE/TECHNICAL AND MANAGEMENT APPROACH**

In the proposal narrative/technical and management approach section, the Offeror should explain what the Offeror will do and how it will perform if awarded a contract.

### **2.5.1 TECHNICAL AREA**

The Offeror must explain its overall solution, considering the scope of work or statement of work provided. The content may include, but not necessarily be limited to, the following information.

#### **A. Understanding of and Compliance with Technical Requirements**

In the Technical Area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work necessary to complete the project. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and may consider including addressing the following:

1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations for a company in the industry?
2. Does the proposal fully and completely address each requirement and goal of the Statement of Work?
3. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule?
4. Does the technical solution seem realistic?
5. Does it generally appear that the Offeror knows and thoroughly understands the business and the RFP requirements?

#### **B. Project Approach**

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

The Offeror may address the following areas:

1. Customer Service. Describe firm's approach to customer service and how the City could expect to receive customer service that meets or exceeds industry standards.
2. Quality Control. Discuss Offeror's quality control plan, processes and approach to ensure that the City receives accurate, timely, and quality advertisements.
3. Potential issues that Offeror foresees with this project and how Offeror would make adjustments if encountered.

Offeror may consider addressing the following:

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

## **2.5.2 MANAGEMENT AREA**

The Offeror may explain its method of managing the work to be performed. The content may include, but not necessarily be limited to, the following information.

### **A. Program Management Controls**

In the Management Area, the Offeror should provide:

1. A plan of operation, to include management of personnel, workload, schedule, and budget
2. An organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel.

Offeror may consider answering the following questions.

1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system?
2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort?
3. Do the plan and controls indicate that the Offeror will obtain, keep, and efficiently utilize high-quality personnel?
4. Does the proposal explain how the Offeror will address corrective actions in case of delays (e.g. expediting materials, additional resources, etc.)?

## B. Past Performance/Relevant Experience and Key Personnel

In the Management Area, the Offeror should provide at least three references or name contracts demonstrating that it successfully provided services/products that are the same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget. The Offeror may consider addressing following questions in addition to the information requested in Exhibit 5 Scope of Work:

1. Does the proposal include at least three references or past performance citations from contracts within the last 3 years?
2. Does the proposal provide Offeror's sample advertisements?
3. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?
4. Does the Offeror provide their areas of circulation and readership?
5. Does the Offeror provide their circulation numbers for households and businesses? Do they provide circulation for both for printed materials and online subscriptions?
6. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?

### Key Personnel

In the Management Area, resumes may be provided for all personnel considered key, as required by the RFP. Resumes do not count toward the page limit. Explain how the key personnel were related to the projects cited as relevant past performance.

1. Does the Offeror provide complete resumes, including education, experience, background information, accomplishments, and other pertinent information?
2. Does the Offeror provide resumes for all key personnel, as required by the RFP?
3. Do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently?

## 2.6 PRICE AREA/PROPOSED RATES

In the Price Area, the Offeror should provide proposed rates as requested in Schedule A.

In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of other Offerors.

**The proposed rates cannot exceed the rates outlined in Colorado Revised Statutes, 24-70-107 Rates for Legal Publications.**

The Offeror may consider providing content and detail to answer the following questions.

1. How does the price compare to the industry competition?
2. If low, is it unrealistically low?
3. If high, is there demonstrated added value for the additional cost?
4. Is the price itemized, so that it is clear how the cost was built? If so, do the costs look appropriate for the task?
5. Does the Offeror leave applicable costs out of the calculations? For instance, convenience fees and charges are not included and will be extra costs. This should be considered when comparing to other Offerors.
6. Are there additional costs not addressed that the City would incur if the Offeror were awarded the contract? If so, include those costs when comparing to the budget amount and the competition.

Rates shall be fixed and firm for the term of the contract. If the vendor is awarded a contract under this Solicitation, the rates proposed by the Vendor shall remain fixed and firm during the term of the contract pursuant to 24-70-107 (1) (a).

## **2.7 PROPOSAL PRESENTATION**

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

## **2.8 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.

## **2.9 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 TECHNICAL AREA -- UNDERSTANDING OF AND COMPLIANCE WITH TECHNICAL REQUIREMENTS**

See Section II - Item 2.5.1A

#### **3.1.2 TECHNICAL AREA -- PROJECT APPROACH**

See Section II - Item 2.5.1B

#### **3.1.3 MANAGEMENT AREA -- PROGRAM MANAGEMENT CONTROLS**

See Section II - Item 2.5.2A

#### **3.1.4 MANAGEMENT AREA -- PAST PERFORMANCE/RELEVANT EXPERIENCE/KEY PERSONNEL**

See Section II – Item 2.5.2B

#### **3.1.5 PRICE/COST AREA -- PRICE/COST**

See Section II – Item 2.6

#### **3.1.6 EXCEPTIONS AND INSURANCE**

See Section II – Items 2.7 and 2.8

### **3.2 RANKING**

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

First: Price/Cost Area (40 Points Max)  
Second: Technical Area (30 Points Max)  
Third: Management Area (30 Points Max)

B. Definitions for scoring are as follows:

1. The following apply to the Technical and Management Areas:

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a na-

ture 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 the Price Area:

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.

#### 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

**Title II** of the ADA applies to State and local government entities, subtitle A, protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities provided by State and local government entities. Title II extends the prohibition on discrimination established by section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, to all activities of State and local governments regardless of whether these entities receive Federal financial assistance. An overarching concept of the ADA is to provide equal access to persons with disabilities. To this end we need to make sure our purchases allow for accessible design and effective communication.

- 1) Videos for public dissemination must be captioned. This non-inclusive list could include training program videos for the public, for web content or even a museum setting. The question to ask – Is this being purchased to enhance or augment a public program, service or activity?
- 2) Software Statement of Accessibility from the vendor is required for all purchases of software for programs the public will use.  
A certificate of WCAG 2.0 (AA) or higher minimal compliance will be requested and required. In the alternative we can accept a certificate of 508 compliance. Typically these are going to be “plug in play” software programs for such things as vendor payments, customer service surveys and citizen requests.

## SECTION V – EXHIBITS

### 4.0 EXHIBITS

Exhibit 1	Proposal Certification
Exhibit 2	Sample Contract
Exhibit 3	Exceptions
Exhibit 4	Minimum Insurance Requirements
Exhibit 5	Statement of Work for Legal Publications
Exhibit 6	Colorado Revised Statutes clauses
Exhibit 7	City of Colorado Springs City Charter 3-80 Publication of Ordinances
Exhibit 8	City of Colorado Springs City Code 1.1.114
Exhibit 9	Qualifications Statement
Exhibit 10	Sample Evaluation Scoresheet

**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. 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. Please note, financial statements may be requested of short listed firms.

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.

---

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.

---

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.

---

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.

---

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.

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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.

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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>

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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>

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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

Please navigate to the following link to review the contract proposed contract terms and conditions. [https://www.coloradosprings.gov/sites/default/files/services\\_sample\\_contract\\_template\\_version\\_112316.pdf](https://www.coloradosprings.gov/sites/default/files/services_sample_contract_template_version_112316.pdf)

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

2. X Automobile Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.

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

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

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

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

7. X Except for workers compensation, employer's liability insurance, and Professional 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 except for 10 day notice with respect to non-payment of premium.

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

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

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

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

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

\_\_\_\_\_  
(Date)

## EXHIBIT 5 SCOPE OF WORK FOR LEGAL PUBLICATIONS

## 1. INTRODUCTION

The City of Colorado Springs is seeking requests for proposals on the publication of ordinances, notices and other legal advertisements of the City and its enterprises in a newspaper of limited or general circulation in compliance with CRS 24-70-107, City Charter and City Code. The newspaper will be declared the Official City Newspaper for publishing ordinances, notices, and other legal advertisements of the city. In accordance with City Code §1.1.114, selection of the Official City Newspaper shall not preclude legal publication in other newspapers if necessary.

Applicable state, city charter, and code sections are listed in Exhibits 6 – 8.

List of Exhibits for the Scope of Work

Exhibit 7 Colorado Revised Statutes clauses

Exhibit 8: City of Colorado Springs City Charter 3-80 Publication of Ordinances

Exhibit 9: Colorado Springs Code §1.1.114

## 2. Objective

The project objective is to secure a vendor contract with a legal newspaper covering the City of Colorado Springs corporate boundary, to serve as the official City of Colorado Springs newspaper for the publication of the City's legal notices including, but not limited to, notices of public hearings, rezoning and land use matters, budget matters, monthly claim and expenditure reports, maps, annexations, town halls, informational meetings, and other matters required by law to be published as specified herein from a source(s) that will provide prompt and efficient service to the City. The newspaper(s) will be declared the Official City Newspaper for publishing ordinances, notices, and other legal advertisements of the city.

## 3. Scope

Legal Notice is defined as any notice or other written matter required to be published in a newspaper by any law of this state, or by the ordinances of any city or town, or by the order of any court of record of this state. (From C.R.S. 24-70-101) The publication rates the city will pay cannot exceed the rates outlined in Colorado Revised Statutes 24-70-107-Rates for Legal Publications.

Provide the following information:

- Certification the newspaper will publish legal notices as defined above, which meet the requirements for publication as set forth in Colorado law and City Code.

- Per C.R.S. 24-70-101, the bid price per single column line for six-point type for one, two, three, four, and five insertions. The summary text of an ordinance shall be considered as a second or subsequent insertion after first publication. If the notice is set in a larger type, the rate shall be prorated. Regardless of the size of type the notice is set in, the rate specified is based on a single column measuring ten pica ems wide. If the column width is wider or narrower for a single column, the rate per line shall be prorated on the ten pica ems width.
- Per C.R.S. 24-70-101, the bid price per column inch for display advertisements, with border, for one, two, three, four and five insertions.
- Assurance the newspaper shall accept electronic transmission of legal notice or advertisement content from all city offices.
- Deadline (date and time) for receiving content prior to publication in normal circumstances. Please note:
  - City Planning Commission legal notices (preliminary agendas) need to be published not more than 30 days nor less than 10 days prior to the date of hearing.
  - Downtown Review Board legal notices (preliminary agendas) need to be published not more than 30 days nor less than 10 days prior to the date of hearing.
- Deadline (date and time) for receiving content prior to publication in emergency circumstances, such as holidays.
- Assurance that the newspaper will provide proofs for review and approval prior to publication upon request.
- Assurance the newspaper will be fully responsible for publishing a corrected legal notice, without charge to the City, in any case where the published notice or advertisement deviates from the original copy supplied by the City.
- A guarantee that the newspaper will follow all legal requirements for publication established in any law of this state, or by the ordinances, resolutions, or regulations of the City, or by the order of any court of record of this state.
- A guarantee that the newspaper will publish the notice in accordance with any written instructions from the City or its enterprises included in a publication request.
- Proof of publication on a per legal notice, per insertion basis within one week of publication.

- A copy of the newspaper at no cost to the City Clerk.

## EXHIBIT 6 – COLORADO REVISED STATUTES CLAUSES

### CRS 24-70-101. Definitions

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As used in this part 1, unless the context otherwise requires:

- (1) "Legal notice" or "advertisement" means any notice or other written matter required to be published in a newspaper by any law of this state, or by the ordinances of any city or town, or by the order of any court of record of this state.
- (2) "Privately supported legal notice or advertisement" means any legal notice or advertisement which is required by federal, state, or local law or court order which is paid for by a person or entity other than a governmental entity either directly or by direct, specific reimbursement to the governmental entity.
- (3) "Publicly supported legal notice or advertisement" means any legal notice or advertisement which is required by federal, state, or local law or court order which is paid for by a governmental entity.
- (4) "Published" means a newspaper maintains an office in the county to gather news, sell advertising, or conduct the general business of newspaper publications.

### CRS 24-70-107. Rates for legal publications

- (1) (a) On or after January 1, 1993, for all publicly supported legal notices or advertisements published in newspapers, the rate paid for the first insertion of such notice shall not exceed forty-four cents for each single-column line of six-point type and shall not exceed thirty-two cents per line for each subsequent insertion. If the notice is set in larger type, the rate shall be prorated. Regardless of the size of type the notice is set in, the rates specified in this paragraph (a) are based on a single column measuring ten pica ems wide. If the column width is either wider or narrower for a single column, the rate per line shall be prorated on the ten pica em width.  
(b) All emblems, display headings, rule work, and necessary blank space shall be considered to be solid type. For the purpose of calculating the charge for the items enumerated in this paragraph (b) only, the rate shall not exceed the line rate charge figured at twelve lines per inch for each column inch or a proportional amount for fractions of an inch.
- (2) (a) On or after January 1, 1993, for all privately supported legal notices or advertisements, the rate paid shall not exceed the newspaper's local classified display line rate which is offered to commercial customers and shall include the same frequency and volume discounts. The legal publication rate shall be published in the newspaper's rate card.  
(b) Notwithstanding any statute to the contrary, if any local government fee set by statute is too low to permit the local government to recover the full cost of publishing a privately supported legal notice or advertisement, the local government may adjust the fee by the actual dollar amount necessary to recover the full cost of the publication.
- (3) Any contract providing for payment of a notice at a lesser sum than is provided in this section shall be valid.
- (4) Upon request by the party placing a legal publication, the newspaper shall minimize the space required for publication of a valid and readable notice, but in no case shall the type be less than six points.

## **EXHIBIT 7 CITY OF COLORADO SPRINGS CITY CHARTER 3-80 PUBLICATION OF ORDINANCES**

Every ordinance shall be published twice in a newspaper or newspapers of general or limited circulation within the City to ensure general coverage in the City with the first publication to be at least ten (10) days before final passage by Council of the ordinance published, and the second publication any time after its final adoption according to section 3-70(e) above. The ordinance shall not take effect until five (5) days after the second publication. However, emergency ordinances passed as provided in this article shall take effect upon final adoption and be so published on the following day, subject always to the provisions of article XII. When the Council deems it appropriate, publication of the title of any ordinance with a summary written by the City Clerk, together with a statement that the ordinance is available for public inspection and acquisition in the office of the City Clerk, shall be sufficient publication. (1909; 1920; 1977; 1989; 2010) (Ed. note: The 1977 amendment brought together in a single section the provisions relating to publication which had previously been found in sections 13 and 14.)



**EXHIBIT 8 COLORADO SPRINGS CITY CODE § 1.1.114: OFFICIAL PUBLIC NEWSPAPER**

From time to time, and after competitive bids have been received and evaluated, the City Council will designate, by resolution, an official newspaper of the City for publishing ordinances, notices and other legal advertisements of the City. This section shall not preclude legal publication in an additional newspaper or newspapers if necessary. (Ord. 11-18)

## EXHIBIT 9 – 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**

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

**2. TYPE OF LICENSE & LOCATION**

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

**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:

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 10 – SAMPLE EVALUATION SCORESHEET**

**PROPOSAL EVALUATION SCORE SHEET**  
**SOLICITATION NUMBER AND TITLE: R20-081 NS LEGAL PUBLICATIONS**

**Proposer's Name:** \_\_\_\_\_

**Evaluator Initials:** \_\_\_\_\_

RFP EVALUATION CRITERIA DESCRIPTION	SCORE
<p><b>1. TECHNICAL AREA</b></p> <p>The Offeror should explain its overall solution, considering the scope of work or statement of work provided. The content may include, but not necessarily be limited to, the following information.</p>	
<p style="text-align: center;"><b>A. Understanding of and compliance with technical requirements</b></p>	
<p>In the Technical Area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work necessary to complete the project. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> <li>1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations for a company in the industry?</li> <li>2. Does the proposal fully and completely address each requirement and goal of the Statement of Work?</li> <li>3. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule?</li> <li>4. Does the technical solution seem realistic?</li> <li>5. Does it generally appear that the Offeror knows and thoroughly understands the business and requirement?</li> </ol> <p><b>COMMENTS:</b></p>	
<p style="text-align: center;"><b>B. Project Approach</b></p>	
<p>In the Technical Area, the Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish tasks as defined in the Statement of Work. Innovations, efficiencies, and detailed specifics are all encouraged.</p>	<p>24-30 – Exceptional  18-23 – Very Good  12-17 – Satisfactory  6-11 – Marginal</p>

<p>The Offeror may address the following areas:</p> <ol style="list-style-type: none"> <li>6. Customer Service. Describe firm’s approach to customer service and how the City could expect to receive customer service that meets or exceeds industry standards.</li> <li>7. Quality Control. Discuss Offeror’s quality control plan, processes and approach to ensure that the City receives accurate, timely, and quality advertisements.</li> <li>8. Potential issues that Offeror foresees with this project and how Offeror would make adjustments if encountered.</li> </ol> <p>Consider the following questions.</p> <ol style="list-style-type: none"> <li>1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)?</li> <li>2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?</li> <li>3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high?</li> </ol> <p><b>COMMENTS:</b></p>	<p><b>0-5 – Unacceptable</b></p> <p><b>Rating: _____</b></p>
<p>Ratings in Technical Area</p>	
<p>Total Points</p>	<p><b>30</b></p>
<p><b>2. MANAGEMENT AREA</b></p> <p>Explain Offeror’s method of managing the work to be performed. The content may include, but not necessarily be limited to, the following information.</p>	
<p><b>A. Program Management Controls</b></p>	
<p>The Offeror may explain its method of managing the work to be performed. The content may include, but not necessarily be limited to, the following information.</p> <p>In the Management Area, the Offeror should provide:</p> <ol style="list-style-type: none"> <li>1. A plan of operation, to include management of personnel, workload, schedule, and budget</li> <li>2. An organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel.</li> </ol>	

Consider the following questions.

1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system?
2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort?
3. Does the plan and controls indicate that the Offeror will obtain, keep, and efficiently utilize high quality personnel?
4. Does the offer address corrective actions?
5. Does the proposal explain how the Offeror will remain within schedule and budget?

**COMMENTS:**

**B. Past Performance/Relevant Experience and Key Personnel**

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

Consider the following questions.

6. Does the proposal include at least three references or past performance citations from contracts within the last 3 years?
7. Does the proposal provide Offeror's sample advertisements?
8. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?
9. Does the Offeror provide their areas of circulation and readership?
10. Does the Offeror provide their circulation numbers for households and businesses? Do they provide circulation for both for printed materials and online subscriptions?
11. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?

**Key Personnel**

In the Management Area, resumes may be provided for all personnel considered key, as required by the RFP. Offeror may provide sufficient content and detail to answer the following questions. Resumes do not count toward the page limitation. Explain how the key personnel were related to the projects cited as relevant past performance.

24-30 – Exceptional  
18-23 – Very Good  
12-17 – Satisfactory  
6-11 – Marginal  
0-5 – Unacceptable

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

<p>Consider the following questions.</p> <ol style="list-style-type: none"> <li>1. Does the Offeror provide complete resumes, including education, experience, background information, accomplishments, and other pertinent information?</li> <li>2. Does the Offeror provide resumes for all key personnel, as required by the RFP?</li> <li>3. Do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently?</li> </ol> <p><b>COMMENTS:</b></p>	
Ratings in Management Area	
Total Points Possible	<b>30</b>
Management Area Evaluation Score	
<b>3. PRICE/COST AREA</b>	
<p>In the Price Area, the Offeror should provide proposed rates as requested in Schedule A.</p> <p>In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of the other Offerors.</p> <p><b>The proposed rates cannot exceed the rates outlined in Colorado Revised Statutes, 24-70-107 Rates for Legal Publications.</b></p> <p>Consider the following questions:</p> <ol style="list-style-type: none"> <li>1. How does the price compare to the industry competition?</li> <li>2. If low, is it unrealistically low?</li> <li>3. If high, is there demonstrated added value for the additional cost?</li> <li>4. Can you see how the price was built? If so, do the costs look appropriate for the task?</li> <li>5. Does the Offeror leave applicable costs out of the calculations? For instance, some will say fees and charges are not included and will be extra costs. This should be considered when comparing to other Offerors.</li> <li>6. Are there additional costs not addressed that the City would incur if the Offeror were awarded the contract? If so, include</li> </ol>	<p><b>33-40 – Exceptional</b>  <b>25-32 – Very Good</b>  <b>17-24 – Satisfactory</b>  <b>9-16 – Marginal</b>  <b>0-8 – Unacceptable</b></p> <p><b>Rating: _____</b></p>



<p>those costs when comparing to the budget amount and the competition.</p> <p>Rates shall be fixed and firm for the term of the contract. If the vendor is awarded a contract under this Solicitation, the rates proposed by the Vendor shall remain fixed and firm during the term of the contract pursuant to 24-70-107 (1) (a).</p> <p><b>COMMENTS:</b></p>	
Price/Cost Area (Insert number from Section 3 evaluation above):	
Total Points Possible	<b>40</b>
Price/Cost Area Evaluation Score	
<b>EXCEPTIONS PROPOSED</b>	
What (if any) exceptions (redlines to our terms and conditions) were proposed? Are they acceptable?	<b>Pass/Fail</b>
<b>COMMENTS:</b>	
<b>INSURANCE REQUIREMENTS</b>	
Does the Offeror meet all insurance requirements?	<b>Pass/Fail</b>
<b>TOTAL SCORE – Add Evaluation Scores from Sections 1-3. The sum is the total score.</b>	Total Score:

## **SECTION VI - SCHEDULES**

### **6.0 SCHEDULES**

Schedule A	Price Sheet
Schedule B	Performance Bond

**SCHEDULE A – PRICE SHEET**

**OFFER:**

Item #	Description	Amount
1	The price per line single column nonpareil type for one, two, three, four or five insertions. The text of an ordinance shall be considered as a second or subsequent insertion after first publication.	1 <sup>st</sup> Run Price \$ _____ 2 <sup>nd</sup> Run Price \$ _____ 3 <sup>rd</sup> Run Price \$ _____ 4 <sup>th</sup> Run Price \$ _____ 5 <sup>th</sup> Run Price \$ _____
2	The price per column inch for display advertisement, with border, for one, two, three, four and five insertions. Refer to supplemental Bid Notes below.	1 <sup>st</sup> Run Price \$ _____ 2 <sup>nd</sup> Run Price \$ _____ 3 <sup>rd</sup> Run Price \$ _____ 4 <sup>th</sup> Run Price \$ _____ 5 <sup>th</sup> Run Price \$ _____

Supplemental Notes:

Prospective proposer’s attention is directed to applicable State Statutes prescribing certain specifications for publications.

1. Proof that the undersigned publishes a legal newspaper of general or limited circulation within the City is as follows:  
(Attach material if necessary)
2. Proof of the average circulation for the newspaper published by the undersigned for the year preceding the date of the proposal is as follows:  
  
(Attach material if necessary)
3. The minimum period prior to publication time that the copy for publication must be submitted is: \_\_\_\_\_ (Also designate minimum time required for unusual requirements circumstances)

**Minimum period shall not be greater than two days prior to publication.**

4. The type and frequency of pick up service for copy, if any, which bidder is willing to furnish is as follows:\_\_\_\_\_.
5. The awarded firm will supply a newspaper to the City Clerk each day of publication at no cost.
6. Offerors shall not include federal, state, or local excise or sales tax in prices offered as the City is exempt from payment of such taxes

**SCHEDULE B PERFORMANCE BOND**

**CITY OF COLORADO SPRINGS PERFORMANCE BOND**

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

\_\_\_\_\_  
(Name) \_\_\_\_\_ As Principal, hereinafter called Principal, and  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(SURETY Name) \_\_\_\_\_ a corporation organized and existing under  
the laws of the State of:

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

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

**FIVE THOUSAND DOLLARS AND NO/100----- (\$5,000.00 DOLLARS),**

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

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

a contract dated the \_\_\_\_\_ day of \_\_\_\_\_ For the following project:

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

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

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

Signed and sealed on the dates set forth below:

\_\_\_\_\_  
(Witness) FOR: \_\_\_\_\_  
(Principals Name)

BY: \_\_\_\_\_

(Seal) ITS: \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Witness) FOR: \_\_\_\_\_  
(Surety's Name)

BY: \_\_\_\_\_

(Seal) ITS: \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_

Bond  
# \_\_\_\_\_

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