December 9, 2019

Subject: Informal Request for Proposal (RFP) for “Diversity Outreach Scholarships” (R19-215 NS)

The City of Colorado Spring is requesting proposals from non-profit organizations (501(c)(3)) to apply for funding, and in turn, utilize the funds to offer educational scholarship grants to high school seniors or currently enrolled college students who reside in El Paso County.

Our procurement regulations allow for an informal selection process if the total amount does not exceed $200,000. The selection process will be conducted using a flexible and informal solicitation. The goal is to select nonprofit organizations to award scholarship money dependent upon the amount of funding available. The agencies will be selected by a small committee of representatives from the City of Colorado Springs.

If interested in responding to this invitation, please send your proposal to:

Nicole Spindler
Procurement Services Manager
(719) 385-5265

Proposals will be accepted electronically via email to Nicole.Spindler@coloradosprings.gov. (call to confirm receipt if you do not receive a reply acknowledgement)

Feel free to contact Nicole Spindler to discuss this matter further and determine whether or not you wish to submit a proposal. After receiving proposals, the City may choose to have a meeting or conference call with a select number of individuals or agencies. The City intends to award funding to selected organizations whose offers best conform to this solicitation and scope of work (Attachment A), and will be most advantageous to and in the best interests of the City of Colorado Springs. A sample contract is attached (Attachment B).

If you choose to submit a proposal, you should do so in a thorough yet concise fashion. Proposals are to be prepared at your own expense. The selection will be based upon and evaluated on the following criteria. As a minimum, your proposal should address the following information.

- Organizational background and mission
- Number of scholarships awarded in the past
- Selection process for scholarship recipients
- Demonstration of non-discriminatory practices in selection of recipients
- Sample application provided to students
- Where your scholarship opportunities are advertised

The City reserves the right to reject any or all proposals, and to waive informalities and/or irregularities in the offer.
Please submit your proposal to Nicole.Spindler@coloradosprings.gov. Proposals are due no later than January 20, 2020, by the close of business.

**Questions regarding this RFP are due no later than January 1, 2020 by 10:00 am MST and must be submitted to Nicole.spindler@coloradosprings.gov.**

Thank you for your interest in this project. The City looks forward to receiving your proposal.

Attachment A

City of Colorado Springs
Diversity Outreach Scholarships
Investing in Our Future

Purpose

The City of Colorado Springs desires to encourage citizens in El Paso County to pursue a higher education after they complete high school. The entire community and the labor market benefit when community members attain a college education.

Eligibility Criteria to Apply for Scholarship Funding

- Non-profit organizations (501(c)(3)) located in El Paso County who are in good standing in the State of Colorado and have previously awarded college scholarships for at least three (3) consecutive school terms.
- Non-profit organizations that provide financial aid to assist underserved students who have demonstrated a need for financial assistance to either enter college or need continued funding to pursue their college degree.
- Students must be a high school senior and slated to graduate in the year that the scholarship is awarded or are currently enrolled in a college or university in good academic and disciplinary standing at the time that the scholarship funds are awarded.
- The non-profit organization must not discriminate on the grounds of race, color, national origin, ancestry, sex, age, pregnancy status, religion, creed, disability, sexual orientation, genetic information, spousal or civil union status, veteran status, or other status protected by applicable law in awarding the scholarships.

The non-profit organization will have the discretion to select the scholarship recipients. As consideration for the City’s donation, the non-profit organization shall publicly recognize the City as a funding source for the scholarships.

Consideration

The City will pay a one-time donation to the non-profit organization not to exceed three thousand ($3,000) to be used solely to fund one or more college scholarships. Total scholarship funds awarded to the non-profit organizations selected shall not exceed $6,000 (per City’s fiscal year) and shall be contingent on available funds.
This Scholarship Donation Agreement ("Agreement") is entered into by and between the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation ("City"), by and through its Human Resources Department, and [Name of 501(c)(3)], a nonprofit corporation. The City and [Name of 501(c)(3)] shall be individually referred to as a "Party" and collectively referred to as the "Parties." This Agreement shall become effective on the date it is signed by the City below ("Effective Date").

WHEREAS, the City desires to encourage citizens in the Colorado Springs area to pursue a higher education after they complete high school; and

WHEREAS, the entire community and the labor market benefit when community members attain a college education; and

WHEREAS, the City desires to enter into an agreement with [Name of 501(c)(3)] in which the City will donate money to [Name of 501(c)(3)] to fund college scholarships.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

1. **Recitals.** The recitals set forth above are incorporated here by reference and made a part of this Agreement.

2. **Consideration.** The City will pay a one-time donation to [Name of 501(c)(3)] in the amount of ________ to be used solely to fund ________ college scholarships. [Name of 501(c)(3)] will have the discretion to select the recipients of the scholarships. The one-time donation will be paid to [Name of 501(c)(3)] no later than ________. As consideration for the City’s donation to [Name of 501(c)(3)], [Name of 501(c)(3)] shall publicly recognize the City as the funding source of the scholarships.

3. **Nondiscrimination.** In determining the eligibility criteria for the scholarships and selecting the recipient of the scholarships, [Name of 501(c)(3)] will not discriminate on the basis of race, color, national origin, ancestry, sex, age, pregnancy status, religion, creed, disability, sexual orientation, genetic information, spousal or civil union status, veteran status, or any other status protected by applicable law.

4. **Indemnification.** To the fullest extent permitted by law, [Name of 501(c)(3)] shall fully protect, defend, indemnify and hold harmless the City, its officers, elected officials, employees, agents and representatives from and against any and all claims, costs (including, but not limited to, all fees and charges of attorneys and other professionals and all court or other dispute resolution costs), losses, damages, causes of action, or liability of any nature resulting from or arising out of or in connection with [Name of 501(c)(3)] obligations, performance, or actions under this Agreement.

5. **Waiver of Claims.** [Name of 501(c)(3)] waives any claim against the City, its officers, directors, agents, employees, and elected officials for any consequential damages,
including, without limitation, any loss of business or anticipated profits caused by (a) any default of the City hereunder, (b) any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or (c) any judgment or award in any suit or proceeding declaring this Agreement or any part thereof null, void or voidable, or delaying the same or any part thereof, from being carried out.

6. **Provision of Goods or Services by City.** [Name of 501(c)(3)] understands and agrees that the City is not required to provide or supply any goods or services under this Agreement except as otherwise provided in this Agreement.

7. **No Third Party Beneficiaries.** This Agreement is not intended by any of its terms, provisions, or conditions to create in the public or any individual member of the public a third party beneficiary relationship, or to authorize any person not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms, provisions, or conditions of this Agreement.

8. **Independent Contractor.** In the performance of [Name of 501(c)(3)] obligations under this Agreement, [Name of 501(c)(3)] is at all times acting and performing as an independent contractor and the City will neither have nor exercise any control or direction over the manner and means by which [Name of 501(c)(3)] performs [Name of 501(c)(3)] obligations under this Agreement. [Name of 501(c)(3)] understands and agrees that [Name of 501(c)(3)] and [Name of 501(c)(3)] employees, agents, servants, or other personnel are not City employees. [Name of 501(c)(3)] will be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to [Name of 501(c)(3)] or any of [Name of 501(c)(3)] employees, agents, servants or other personnel performing service under this Agreement.

9. **Non-Waiver of Rights.** No waiver of default by either Party of any of the terms, covenants, and conditions to be performed, kept, and observed by the other Party under this Agreement shall be construed, or operate, as a waiver of such term, covenant, or condition or of any subsequent default of the same or any other term, covenant, or condition herein contained to be performed, kept, and observed by the other Party.

10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

11. **Severability.** If any provisions of this Agreement shall be held unconstitutional, illegal, or void, such finding shall not affect any other provisions of this Agreement.

12. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a writing signed by the Parties.

13. **Headings.** The headings of the articles and sections of this Agreement are inserted only as a matter of convenience and for reference only and shall not be used in the interpretation or construction of this Agreement.

14. **Governing Law.** This Agreement is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs.
15. **Jurisdiction and Venue.** Court jurisdiction shall exclusively be in the District Court for El Paso County, Colorado and the United States District Court for the District of Colorado.

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

17. **Open Records.** [Name of 501(c)(3)] acknowledges that, upon execution, this Agreement may be subject to disclosure to third parties, upon request, under the Colorado Open Records Act (CORA) pursuant to C.R.S. § 24-72-201 et seq.

18. **Authority to Execute.** The individuals executing this Agreement on behalf of [Name of 501(c)(3)] warrant and represent that they have been duly authorized to enter into this Agreement on behalf of [Name of 501(c)(3)] and that no further approval by [Name of 501(c)(3)] is required to bind the Parties hereto. The undersigned acknowledge that the City is expressly relying on the accuracy of the foregoing warranty and representation in entering into and agreeing to perform the terms and conditions of this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory is bound until all of the Parties named below have duly executed or caused to be duly executed a counterpart of this Agreement. A signature on a copy of this Agreement received by any Party by facsimile or electronic mail is binding upon the other Parties as an original. All Parties agree that a photocopy of such facsimile or electronic copy may also be treated by the Parties as a duplicate original.

20. **Entire Agreement.** This Agreement, together with all exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements and understandings that are different from the terms and conditions of this Agreement.
IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed on the respective dates below.

[Name of 501(c)(3)]

By: ____________________________ Date: ____________________________

________________________________________
Its: ____________________________

CITY OF COLORADO SPRINGS
by and through the HUMAN RESOURCES DEPARTMENT

By: ____________________________ Date: ____________________________

________________________________________
Its: ____________________________

APPROVED AS TO FORM:

By: ____________________________

________________________________________
Office of the City Attorney