



REQUEST FOR INFORMAL PROPOSAL

PROJECT: Jimmy Camp Creek Park Class I Archaeological Survey (R22-085 NS)

PROPOSALS DUE: NO LATER THAN June 1, 2022 @ 5:00 PM MST

QUESTIONS DUE: NO LATER THAN May 23, 2022 10:00 AM MST

DEPT: COLORADO SPRINGS PARKS, RECREATION, AND CULTURAL SERVICES

DATE ISSUED: May 10, 2022

CONTACT: Nicole Spindler
Procurement Services Division
Nicole.Spindler@coloradosprings.gov

PHONE: (719) 385-5265

E-mailed proposals will be accepted, but it is the respondent's responsibility to call or e-mail to confirm receipt.

You may feel free to contact me 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 then intends to select a firm based on the City's best interest with which an award will be made.

Description

The City of Colorado Springs seeks informal proposals for a qualified firm to perform a Class I Archeological Survey for Jimmy Camp. The following outlines the Scope of Work, minimum qualifications, and supplemental terms and conditions.

Our procurement regulations allow for an informal selection process if the total amount does not exceed \$149,999.00. The selection process for this contract, therefore, will be conducted using a flexible and informal solicitation, and a standard City contract will be issued to the selected firm (a copy of the City's standard service contract is available for review on www.coloradosprings.gov). Proposals will be evaluated on the basis of

advantages and disadvantages to the City that might result from offers received. The City reserves the right to reject any or all proposals and to waive informalities and/or irregularities in the offer.

The performance period shall begin on the date the contract is fully executed and shall end 4 months from execution.

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.

Scope of Work

The goal of this project is to create a comprehensive record of all currently known previous archaeological surveys, identified sites, isolated finds, and cultural resources within Jimmy Camp Creek Park (JCCP) and what is known of the surrounding area. The goal of this review is to provide guidance for cultural resource management in the area with future park development in mind.

Background

“Jimmy Camp has an incredible record of human occupation that is unique anywhere in the state.” – Dr. Holly Norton, Colorado State Archaeologist

“In my more than 30 years of cultural resource consulting and archaeological investigations...I have never encountered a locale with the density of significant sites as that presented at Jimmy Camp Creek Park.” – Bill Arbogast, Archaeologist

Jimmy Camp Creek Park was gifted to the City of Colorado Springs in 1988, as part of the original Banning Lewis Ranch annexation. This annexation limits future use of the park to passive recreation. The park and some of the surrounding area consists of a small, forested area rich in natural resources on the plains in eastern Colorado Springs. The site is comprised of almost 700 acres and is near the intersection of Highways 24 and 94 and is bordered by Jimmy Camp Creek on the eastern edge. Prior to gifting the acreage to the City of Colorado Springs the property owner completed an archeological and cultural survey. That survey indicated the site had extensive and sensitive archeological resources unlike anywhere in the Front Range. From over 300 known and documented archaeological resources on the nearly-700 acre property, only one site (5EP2762) has been extensively studied and excavated. All studies and surveys of JCCP are at least 15 years old. Ultimately, the goal will be to resurvey the park and revisit known archaeological resources.

Multiple surveys have been conducted in the park and some of the neighboring land starting with the initial survey in 1986. Located near Corral Bluffs Open Space, we know the area is extremely rich in both archaeological and paleontological resources. Tribal consultation, in combination with the archaeological resources represented in the area, tell us that the cultural landscape consisting of Jimmy Camp and Corral Bluffs was and is an important area for Indigenous peoples.

As development of the city and interest from the public grows toward this significant cultural landscape, the need for a thorough understanding of the archaeological and cultural resources of JCCP becomes pertinent to future planning. Since the City's acquisition of the property, it has been closed to the public mainly out of concern for impacts to the cultural and natural resources present there. It should be noted that much of the park consists of highly erosive soils that expose previously undocumented resources on a regular basis. The public's desire to open the park and develop trail systems requires the Colorado Springs Parks, Recreation, and Cultural Services Department to seek a thorough understanding of archaeological resources to best preserve them. While a Class I archaeological resource survey is only the first step toward this goal, the completion of this project will allow for a more holistic record of the cultural resources and identification of sensitive areas within the park. Our hope is that this will then guide us in our efforts to revisit known resources and resurvey the property. This will create a smoother process for future archaeological studies within the park and will enable more efficient tribal consultation as we move forward with the project.

Funding and Management

This project is funded by the City of Colorado Springs. Project administration will be handled by the City's Parks, Recreation and Cultural Services Department. Direct project oversight will be handled by staff archaeologist Anna Cordova.

Scope of Work

This project will require thorough historic background research. We are looking for a contractor with extensive experience in this type of work. While this park has been previously researched, surveyed and documented, a thorough review and synthesis of the known documentation is pertinent to future archaeological studies with impending planning in mind. The goal in gathering this information is to serve as a planning tool/feasibility study in anticipation of future park planning.

Objectives

Establish a thorough review and synthesis of the existing literature and maps of the JCCP area to calculate further archaeological work and park planning in the future.

Questions

How many known archaeological sites are in JCCP? How many isolated artifacts are there in JCCP? What are the locations and contents of the culturally sensitive areas within the park? How might future public access affect these archaeological sites and culturally sensitive areas? Based on the known data, how can we best protect these resources going forward? What is the best methodology and priorities for conducting future archaeological studies with future park planning in mind?

Variables

There are many documented sites and isolated finds within the park. There have been several surveys in the park and the surrounding area in the past, but the most

comprehensive surveys in the park itself are over 25 years old. None of the past surveys have been conducted specifically with park development in mind. This Class I survey will help us move forward with the studies that need to be conducted with park development at the forefront of our planning efforts. This type of organized operation will supersede prior inconsistent attempts at recording the archaeological resources within the park.

Methodology

The City of Colorado Springs Parks, Recreation and Cultural Services Department desires to employ archaeologists qualified to conduct a Class I survey. Using approved methodologies, the archaeologists will thoroughly research and report on the known historic background of JCCP. Using the most recent file search from the State database and other sources, they will create a literature review, produce comprehensive maps of the cultural resources in the area, produce various maps of different resources, and assist in suggesting a methodology for moving forward to field work that will include resurvey of the property and revisitation of known resources. A visit to the property to view the landscape and surrounding area is strongly suggested. This report should also provide recommendations into whether other studies such as LIDAR, ground penetrating radar, predictive modeling, or other such undertakings should be carried out. The archaeologists will also research and report on the geography of the area, particularly in areas of high site density.

When applicable, relevant parties who participated in these older excavations or surveys, such as the University of Colorado at Colorado Springs anthropology department, will be contacted for clarification and assistance in collecting the most updated and accurate information. Historic background research will include study of earlier available surveys (both archaeological and geological), land acquisitions, settlements, and ethnographic literature.

Deliverables

1. Final report of findings, including:

- Literature review,
- Comprehensive report on historic background,
- Overview of previous surveys and excavation within the park,
- Overview of known geological studies, particularly regarding location of springs, in the park,
- Listing of eligible and ineligible sites,
- Map for internal use identifying culturally sensitive areas, previous survey areas, isolated finds, delicate geologic environments as they pertain to archaeology, and other relevant archaeological data,
- Generalized map for use in educating non-archaeologists on the cultural resources located on the property,
- Recommendations for future survey of the entire property, revisitation of known sites, and tribal consultation,

- Recommendations regarding cultural resources near to existing property boundaries that should be considered as part of future land acquisition planning,
 - Recommendations for future studies outside of what has already been done on site (e.g. predictive modeling, LIDAR, etc.),
 - Recommendations for future use of the park with cultural resource preservation in mind,
 - Summary of findings
2. GPS data and shapefiles of all surveyed areas, sites, and isolated finds in the park
3. Identification of information for use in park interpretation programs, lectures, and training.

Selection Criteria

All proposals will be evaluated by a team comprised of City of Colorado Springs representatives and/or designees. Selection will be based on the following criteria:

- Firm description and examples of similar projects (25%),
- Key personnel (15%),
- References (10%),
- Project approach (25%),
- Cost (25%)

Timeframe of Project

Contractor is expected to begin work as soon as possible after contractor/fiscal approval. The proposed project must be completed within four months of execution of the contract.

Personnel

The contractor personnel shall be qualified and trained to accomplish the scope of work in a professional manner and in compliance with all applicable federal, state and local requirements.

Equipment

The contractor shall provide all materials, transportation, and equipment necessary to accomplish the scope of work.

Pricing

Provide a complete cost proposal for all deliverables, services, hourly rates, reimbursable costs, etc. as applicable.

Contract

The sample contract language that will be utilized can be reviewed here;

[non-ae consultant sample contract template version 112316.pdf \(coloradosprings.gov\)](#)

Forms to be returned with Proposal:

Appendix A Minimum Insurance Requirements Checklist

Appendix B Proposal Certification/Representations and Certifications

APPENDIX A MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City's solicitation package, Special Provisions or Standard Specifications.

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

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

3. X Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.

4. Excess Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence.

5. Builders Risk or Installation Floater Insurance: Contractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property.

6. Professional Liability Insurance covering any damages caused by an error, omission or any negligent Acts with limits of not less than \$1,000,000 per occurrence and in the aggregate. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.

7. Pollution Legal Liability Insurance shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. Policy limits shall be no less than \$1,000,000 per loss with \$2,000,000 aggregate coverage.

8. _____ Technology Errors and Omissions Liability including Network Security and Privacy Liability not less than \$3,000,000 per loss with a \$3,000,000 aggregate.
- a. The policy shall provide a waiver of subrogation.
 - b. The insurance shall provide coverage for liability arising from theft, dissemination and/or use of confidential information stored or transmitted in electronic form.
 - c. Network Security Liability arising from the unauthorized access to, use of or tampering to gain access to your services including denial of service, unless caused by a mechanical or electrical failure
 - d. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.
9. _____ Employee Crime Coverage shall include employee dishonesty, forgery or alteration and computer fraud. If Contractor is physically located on CITY premises, third party fidelity coverage extension shall apply. The policy shall include coverage for all directors, officers, agents and employees of the Contractor. Coverage limit will be not less than \$1,000,000 per loss.
- a. The bond or policy shall include coverage for extended theft and mysterious disappearance.
 - b. The bond or policy shall not contain a condition requiring an arrest and conviction.
10. _____ Liquor Legal Liability Insurance: If the event producer is a business that manufactures, distributes, sells, or serves alcoholic beverages, and intends to serve or sell alcoholic beverages at an event, they must also submit a Certificate of Insurance providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy.
- a. If this event producer hires a vendor to serve or sell alcoholic beverages, rather than providing the alcohol themselves, they must submit a Certificate of Insurance from the vendor providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy.
 - b. In either case, the minimum acceptable limit of liability per claim and aggregate is \$1,000,000. This requirement applies to the business or group which serves or sells the alcohol.

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

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

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

(Name of Company)

(Signature) *(Date)*

APPENDIX B 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. N/A Provide one (1) copy of current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.

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

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

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

Telephone: (____) _____

Email: _____

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

(Name of Company)

(Signature)

(Address)

Date

(City, State and Zip)

(Telephone Number)

(Name typed/Printed)

(Title)

(E-Mail Address)

FEDERAL TAX ID # _____		
This Company Is: Corporation _____	Individual _____	Partnership _____
LLC _____		

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

AMENDMENT #1 _____ DATED: _____

AMENDMENT #2 _____ DATED: _____

AMENDMENT #3 _____ DATED: _____

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

REPRESENTATIONS AND CERTIFICATIONS

APPENDIX B 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.

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.

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 contract.

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.

Initials for 9

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

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

result in additional charges being levied for the costs incurred by the City to initiate activities to replace the awarded Contractor.

Initials for 10

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

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

Initials for 11

12. CITY contractor safety program

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

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

Initials for 12

13. ACCEPTANCE OF CITY environmentally preferred PURCHASING (EPP) policy

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

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

Initials for 13

14. FRAUD, WASTE, AND ABUSE

Everyone has a duty to report any suspected unlawful act impacting the City of Colorado Springs operations and its enterprises. Anyone who becomes aware of the existence or apparent existence of fraud, waste, and abuse in City of Colorado Springs is encouraged to report such matters to the City Auditor's Office in writing or on the telephone hotline 385-2387 (ADTR). Written correspondence can be mailed to:

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

Or via email FraudHotline@coloradosprings.gov. Any of these mechanisms allow for anonymous reporting. For more information, please go to the website <https://coloradosprings.gov/cityfraud>.

Initials for 14

Name of Company:

Federal Tax ID Number:

DUNS Number:

Principle Place of Business:

Signature of Authorized Representative

Printed Name:

Title:

Date: