



THE CITY OF COLORADO SPRINGS

REQUEST FOR PROPOSAL

Services

R25-001MZ

Date Issued: January 7, 2025

**ON-CALL FORESTRY MAINTENANCE
THE CITY OF COLORADO SPRINGS**

The City of Colorado Springs requests Fixed Unit Price proposals, as detailed in this Request for Proposal (RFP), for On-Call Forestry Maintenance.

This RFP is posted to Rocky Mountain E-Purchasing BidNet Direct and the City of Colorado Springs' Procurement Services Website. It is available for all vendors free of charge, following free registration, at the Rocky Mountain E-Purchasing BidNet Direct website.

SUBMITTALS FOR THIS PROJECT WILL ONLY BE ACCEPTED ON THE ROCKY MOUNTAIN E-PURCHASING BIDNET DIRECT PLATFORM.

Please login to the following website to register (Free Registration) to submit a bid for this project. All required documents will be uploaded to the website.

<https://www.bidnetdirect.com/>

BIDNET Support

800-835-4603

Estimated Project Magnitude: \$1,500,000.00 Base Year

The City intends to award one or more contracts as a result of this RFP. All awarded contracts will be Indefinite Delivery Indefinite Quantity (IDIQ) task order based contracts. Any work issued will be done via a task order and all work will be sent out to all awarded contractors for pricing for each project.

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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 BidNet (www.bidnetdirect.com). All addenda or amendments shall be issued through BidNet 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	January 7, 2025
Pre-Proposal Conference	January 15, 2025 1:30PM

We will hold a pre-proposal conference via Microsoft Teams. This meeting is not mandatory. However all Offerors are encouraged to attend. Please use the link below to attend the meeting:

Microsoft Teams [Need help?](#)
[Join the meeting now](#)
Meeting ID: 251 404 908 588
Passcode: fL6PH9pJ

Dial in by phone
[+1 720-617-3426,,977703675#](tel:+17206173426,,977703675#) United States, Denver

Cut Off Date for Questions	January 23, 2025 1:00PM
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Questions about the RFP must be submitted via email to the following email address: michael.zeller@coloradosprings.gov. A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments.

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

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

Proposal Due Date	February 4, 2025 2:00PM
Interviews (if applicable)	TBD

Award of Contract

EST February 14, 2025

Notice to Proceed

EST February 28, 2025

1.2 SUBMISSION OF PROPOSALS

Proposals are to be submitted electronically on the BidNet Website (www.bidnetdirect.com). Please review the submission requirements *well in advance* of submission date and time; and allow for ample time to upload each required document.

It is recommended that Offerors begin the submission process at least one (1) day in advance of the proposal deadline.

Offerors are solely responsible to ensure their bid documents are uploaded and submitted correctly, and that a **confirmation number** is obtained upon successful submission.

Customer Support Team for www.bidnetdirect.com can be reached 1-800-835-4603.

1.3 NUMBER OF COPIES

One electronic proposal is to be submitted electronically on the BidNet Website (www.bidnetdirect.com).

1.4 SPECIAL TERMS

Please note the following definitions of terms as used herein:

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

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

The term “Offer” means the proposal.

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

The term “Project” refers to On-Call Forestry Maintenance.

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

1.5 RFP OBJECTIVE

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

All information included in proposals must be legible. Any and all corrections and 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 the BidNet Website (www.bidnetdirect.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 one award, using the evaluation criteria listed in this RFP, to determine the best value, considering all factors and criteria in the proposals submitted. Best value means the expected outcome of an acquisition that, in the City's estimation, provides the greatest overall benefit in response to the requirements detailed in the RFP. The City of Colorado Springs reserves the right to reject any or all offers and to not make an award.

1.12 PERFORMANCE PERIOD

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

Base Year:	EST March 1, 2025 – June 30, 2026
Option Year 1:	July 1, 2026 – June 30, 2027
Option Year 2:	July 1, 2027 – June 30, 2028
Option Year 3:	July 1, 2028 – June 30, 2029
Option Year 4:	July 1, 2029 – June 30, 2030

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 1 – Qualification Statement.

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

1.16 NON-COLORADO ENTITIES

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

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

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

1.17 PROCUREMENT RULES AND REGULATIONS

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

1.18 FAIR TREATMENT OF OFFERORS

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

1.19 ORDER OF PRECEDENCE

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

- A. Sections I-IV of this Solicitation
- B. Statement of Work
- C. Other Appendices, Schedules, Exhibits, or Attachments

1.20 SALES TAX

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

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

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

Forms and instructions can be downloaded at <https://coloradosprings.gov/sales-tax>. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or SalesTax@coloradosprings.gov.

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

1.21 INTERPRETATION OF PLANS AND SPECIFICATIONS

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

1.22 COMBINATION OR CONDITIONAL PROPOSALS

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

1.23 ANTI-COLLUSION AFFIDAVIT

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

SECTION II – PROPOSAL CONTENT

2.0 PROPOSAL CONTENT

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

2.1 PROPOSAL FORMAT

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

Exhibit 1 Qualifications Documents
Exhibit 4 Federal Forms
Appendix A Price Sheet

2.2 COVER LETTER

The cover letter shall be no more than three 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, and size of firm. Financial stability information (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) may be requested during the proposal evaluation and award process.

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 must 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 detail to answer completely the following questions:

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 must at least address the following areas:

1. **Schedule Management.** Discuss Offeror's approach to schedule management including updating and reporting progress of the work.

2. Quality Control. Discuss Offeror's quality control plan, processes and approach to ensure that the City receives a quality product.
3. Safety. Discuss Offeror's approach and commitment to safety for its workers, the public, and City employees, if services are accomplished on a City site.
4. Potential issues that Offeror foresees with this project and how Offeror would make adjustments if encountered.

It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

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

Offeror must explain its method of managing the work to be performed. The content must include, but no 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. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc.
3. If the Offeror plans to subcontract more than 10% of the work, include information on how the Offeror plans to manage its subcontractors.
4. A detailed schedule for the project showing the key activities and how they will meet or improve the City's timeframe and maximize efficiency to provide the best value to the City and minimize impacts to the public. The schedule shall be based on the Offeror's understanding and approach to the work as addressed above. Schedules should address controls to ensure the project will remain on schedule and on budget. Schedules submitted for this project shall assume a start date of March 1, 2025

It is highly recommended that the Offeror provide sufficient content and detail to answer completely 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.)?
5. Does the proposal explain how the Offeror will remain within schedule and budget?

B. Past Performance/Relevant Experience

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. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include at least three references or past performance citations?
2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?
3. Does the Offeror explain how they were successful on the projects provided as past performance?
4. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?

C. Key Personnel

In the Management Area, resumes must be provided for all personnel considered key, as required by the RFP. Resumes do not count toward the page limit. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions. 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

In the Price Area, the Offeror should provide a detailed breakdown of the price for each year of performance. The price must be all-inclusive and include all unit costs for material, labor, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and

administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price. If the contract type will be Time and Material (T&M) labor categories, labor rates, separated profit, and estimated material costs must be included in detail.

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. It is highly recommended that the Offeror provide sufficient content and detail to answer completely 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?

2.7 PROPOSAL PRESENTATION

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

2.8 EXCEPTIONS

All Offerors must complete Exhibit 1, 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 1, 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

See Section II – Item 2.5.2B

3.1.5 MANAGEMENT AREA – KEY PERSONNEL

See Section II – Item 2.5.2C

3.1.6 PRICE/COST AREA – PRICE/COST

See Section II – Item 2.6

3.1.7 PROPOSAL PRESENTATION AREA – PROPOSAL PRESENTATION

See Section II – Item 2.7

3.1.8 EXCEPTIONS AND INSURANCE

See Section II – Items 2.8 and 2.9

3.2 RANKING

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

First: Price/Cost Area

Second: Technical Area

Third: Management Area

Fourth: Proposal Presentation Area

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

5 – Exceptional

- 4 – Very Good
- 3 – Satisfactory
- 2 – Marginal
- 1 – Unacceptable

C. Definitions for scoring are as follows and apply to each grouping:

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 nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

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

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

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

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

2. The following apply to 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.

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.

3. The following apply to the Proposal Presentation 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.

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.

D. Area Scoring

The score for each area will be determined by multiplying the sum of the criteria in each area by the area evaluation factor. The area evaluation factors are as follows

Technical Area: .35
Management Area: .35
Price/Cost Area: .20
Proposal Presentation: .10

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 by grouping and scored by grouping 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 each grouping 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 or contracts prepared by the City will be finalized and/or negotiated with the successful Offeror(s). 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(s) 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 – RESERVED

SECTION V – EXHIBITS

5.0 EXHIBITS

- Exhibit 1 Qualifications Documents
- Exhibit 2 Sample Contract
- Exhibit 3 Evaluation Score Sheet
- Exhibit 4 Federal Forms
- Exhibit 5 Sample Task Order Work List

**EXHIBIT 1 QUALIFICATIONS DOCUMENTS
FOLLOWS THIS PAGE**



SOLICITATION QUALIFICATIONS DOCUMENTS

Please complete all sections of this document including the Solicitation Certification, Representations and Certifications, Qualification Statement, Exceptions, Minimum Insurance Requirements, and Signature Page.

Please submit all completed documents with your bid/ proposal and sign the Minimum Insurance Requirements and Signature Page.

Solicitation:

Solicitation Number:

Firm Name:

Date:

Address:

Federal Tax ID #:

Tax Classification:

Sole Proprietorship

Partnership

C Corporation

S Corporation

LLC

Nonprofit

DUNS Number:

OFFEROR REPRESENTATIVE

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

Name:

Telephone:

E-mail:



SOLICITATION CERTIFICATION

PLACE OF BUSINESS

Company'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 from principal place of business.

Year Facility Was Established

Percent of Work to be performed from principal place of business.

Percent of Work to be performed from Colorado Springs Facility

INSURANCE

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.)

Initial Here

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

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

YES

NO

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

YES

NO

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

FINANCIAL STATEMENTS

Current Financial Statements are not required for this solicitation.

Current Financial Statements are required for this solicitation. Please include financial statements as a separate document with your proposal.

Initial Here

COMPLETED PROPOSAL

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

Initial Here



ACKNOWLEDGE ADDENDUM

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

Addendum #1 *Initial Here* Dated:

Addendum #2 *Initial Here* Dated:

Addendum #3 *Initial Here* Dated:

Additional Addendum, if issued *Initial Here* Dated:



REPRESENTATIONS AND CERTIFICATIONS

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.

Initial Here #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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) The Offeror agrees to incorporate the substance of this clause (after substituting “Contractor” for “Offeror”) in all subcontracts under this offer.

Initial Here #2



3. 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.

Initial Here #3

4. 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.

Initial Here #4

5. 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.

Initial Here #5

6. 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>.

Initial Here #6

7. 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.

Name:

Telephone:

E-mail:

Initial Here #7

8. 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.

Initial Here #8

9. 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

Are Are Not

Presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

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

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.

Initial Here #9

10. 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.

Initial Here #10

11. 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>

Initial Here #11

12. 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>

Initial Here #12



13. 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>.

Initial Here #13



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 solicitation. Please complete this form in its entirety. If a request in the Qualification Statement is contained in the proposal, indicate the section in the proposal where that information can be found.

1. TYPE OF LICENSE(S) HELD

2. TYPE OF SERVICE TO BE PROVIDED FOR THIS SOLICITATION

3. NUMBER OF YEARS IN BUSINESS

4. FIRM HISTORY & STAFF QUALIFICATIONS

In your proposal 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.

5. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER

My Firm has not operated under any other names

6. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?

Yes No

If Yes, Please Explain



7. HAS ANY OFFICER OF PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF ANOTHER ORGANIZATION THAT FIALED TO COMPLETE A CONTRACT WITHIN THE LAST FIVE (5) YEARS?

Yes No

If Yes, Please Explain

8. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION?

Yes No

If Yes, Please Explain

9. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH ANY GOVERNMENT AGENCY?

Yes No

If Yes, Please Explain Type, Kind, Plaintiff, Defendant, etc. and state the current status:

10. BANK REFERENCE

Bank Name:

Address:

Contact:

Phone #:

E-mail:



11. SIMILAR PROJECTS

List Three similar projects (local or state-wide) from the last five (5) years. Include the location of the project, size of project (contract amount), contract name and information.

NOTE: Detailed information on these projects may also be requested in the solicitation package

Indicate here if this information is provided within your proposal and identify where in the proposal it is located.

1. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided and how your firm was successful carrying out the scope of work of the contract.

2. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:



Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided and how your firm was successful carrying out the scope of work of the contract.

3. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided and how your firm was successful carrying out the scope of work of the contract.



12. SIMILAR PROJECTS CURRENTLY UNDER CONTRACT

list three projects currently under contract and in progress (local or state-wide) from the last five (5) years. Include the location of the project, size of project (contract amount), contract name and information. NOTE: Detailed information on these projects may also be requested in the solicitation package

Indicate here if this information is provided within your proposal and Identify where in the proposal it is located.

1. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided.

2. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:



Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided.

3. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided.



13. ADDITIONAL QUALIFICATION REQUIREMENTS

There are no additional qualification requirements for this solicitation.

There are additional qualification requirements as follows:



EXCEPTIONS

Please Indicate below if there are any 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 an additional document attached to this exhibit 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.

Please indicate below:

My Firm has no exceptions.

My Firm does have exceptions. (Attach Exceptions to this exhibit)



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. 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. Workers' Compensation and Employers Liability as required by statute. Workers' Compensation and Employers Liability coverage is to be carried for a minimum limit of \$1,000,000.
3. Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.

Except for workers' compensation and employer's liability insurance and Professional Liability, 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.

Name of Company

Signature

Date



SIGNATURE PAGE

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.

The undersigned additionally declares that it has carefully examined the Bid/Proposal information and the complete Solicitation prior to submitting a Bid / Proposal. The Offeror's signature will be considered the Offeror's acknowledgement of understanding and ability to comply with all items in the solicitation.

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.

Signature

Name (Printed)

Company Name

Title

Date

EXHIBIT 2 SAMPLE CONTRACT

SERVICES CONTRACT

Contract Number:		Project Name/Title	
Vendor/Contractor			
Contact Name:		Telephone:	
Email Address:			
Address:			
Federal Tax ID #		Please check one:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership
City Contracting Specialist		City Rep Dept	Name & Phone# & Department Name
NOT TO EXCEED Contract Amount:		City Account #	Acct Code (5) Fund (3) Dept (4) Project (7)
Contract Type:		Period of Performance	

1. INTRODUCTION

THIS TYPE CONTRACT ("Contract") is made and entered into this ___ day of _____, 2022 by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and _____ (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

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

The Contractor did on the ___ day of _____, 2022 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

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

2. COMPENSATION/CONSIDERATION

If FFP:

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

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

If T&M

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

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

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

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

Notifies the Contractor in writing that the estimated cost has been increased and provides a revised estimated total not to exceed price of performing this Contract.

3. TERM OF CONTRACT

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

<u>Performance Period</u>	<u>Dates</u>	<u>Price</u>
Base Year:		
Option Year One:		
Option Year Two:		
Option Year Three:		
Option Year Four:		

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

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

OR

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

4. INSURANCE

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

Further, Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future City comprehensive, self, or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contract that will

sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services which are to be provided by Contractor pursuant to this Contract, including protection from claims for bodily injury, death, property damage, and lost income. Contractor shall provide worker's compensation insurance coverage for Contractor and all Contractor personnel. Contractor shall file applicable insurance certificates with the City and shall also provide additional insurance as indicated in this Contract. ***A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF SERVICES LISTING THE CITY AS ADDITIONALLY INSURED.***

5. RESPONSIBILITY OF THE CONTRACTOR

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

6. WORK OVERSIGHT

- A. The extent and character of the work to be done by the Contractor shall be subject to the general approval of the City's delegated Project Manager.
- B. If any of the work or services being performed does not conform with Contract requirements, the City may require the Contractor to perform the work or services again in conformity with Contract requirements, at no increase in Contract amount. When defects in work or services cannot be corrected by re-performance, the City may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce the Contract price to reflect the reduced value of the work or services performed.
- C. If the Contractor fails to promptly perform the defective work or services again or to take the necessary action to ensure future performance is in conformity with Contract

requirements, the City may (1) by Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such work or service or (2) terminate the Contract for breach of contract.

7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

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

8. KEY PERSONNEL

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

9. START AND CONTINUANCE OF WORK

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

10. APPROPRIATION OF FUNDS

This Contract is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Contract, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation

for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Contract.

11. CHANGES

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. The Contractor and the City further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any change which increases or decreases the Contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor is given a written change order describing the change in Contract completion date or the additional compensable work to be performed, and setting forth the amount of compensation to be paid, and such change order is signed by the authorized City representative, as defined below. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

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

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

The Department Manager: up to \$149,999.99

The City of Colorado Springs Deputy Chief of Staff: \$150,000.00 to \$499,999.99

The City of Colorado Springs Chief of Staff: \$500,000.00 to \$1,999,999.99
The Mayor of Colorado Springs: Unlimited

12. ASSIGNMENT

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

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

13. CHOICE OF LAW

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

14. WORKERS' COMPENSATION INSURANCE

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

15. INDEMNIFICATION

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract caused

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

16. INDEPENDENT CONTRACTOR

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

17. APPLICABLE LAW AND LICENSES

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

18. PRIOR AGREEMENTS

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

19. INTELLECTUAL PROPERTY

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and possesses any and all ownership rights and interests to any work products of the Contractor made under this Contract, including any and all copyright, trademark, or patent rights, and that compensation to the Contractor for Agreement and acknowledgment of this intellectual property right section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of the parties that the City shall have full ownership and control of the Contractor's work products produced pursuant to this Contract, and the Contractor specifically waives and assigns to the City all rights which Contractor may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this intellectual property rights provision shall act as an irrevocable assignment to the City by the Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items writings, designs, models, examples, or other work product in any and all countries. It is the Contractor's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Contractor agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by the Contractor; further, the parties expressly agree that the provisions of this intellectual property rights section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

20. WAIVERS

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

21. THIRD PARTIES

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

22. TERMINATION

A. Termination for Convenience.

By signing this Contract, Contractor represents that it is a sophisticated business and enters into the Contract voluntarily, has calculated all business risks associated with this Contract, and understands and assumes all risks of being terminated for convenience, whether such risks are known or not known. Contractor agrees that the City may terminate this Contract at any time for convenience of the City, upon written notice to the Contractor. Contractor expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Contractor begins any work or portion of the work. Contractor further expressly agrees and assumes the risks that the City shall not be liable for any unperformed work, anticipated profits, overhead, mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature, if Contractor has started or performed portions of the Contract prior to receiving notice from the City. The City shall be liable only for the portions of work Contractor actually satisfactorily completed up to the point of the issuance of the Notice of Termination for convenience. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

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

- i. Contractor's failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.
- ii. Contractor's disregard of the laws or regulations of any public body having jurisdiction.
- iii. Contractor's disregard of the authority of Project Manager.

- iv. Contractor's violation in any material provision of the Contract Documents.
- v. Contractor's failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.
- vi. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) Calendar Days after it is filed.
- vii. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.
- viii. Contractor fails to commence correction of defective work or fails to correct defective work within a reasonable period of time after written notice.

If one or more of the events identified in Paragraphs i-viii above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will provide Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the Event of Default. If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) days after the date of the written notice or such plan is unacceptable to the City, the City may, give Contractor (and the Surety, if any) written notice that Contractor's services are being terminated for cause. Upon delivery of the termination notice, City may terminate the services of Contractor in whole or in part, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, equipment, and machinery at the project site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to obtain the lowest price for the work performed.

Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

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

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

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

23. BOOKS OF ACCOUNT AND AUDITING

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

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

24. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

25. LABOR

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

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

26. GRATUITIES

- A. This Contract may be terminated if the Mayor, the Mayor's designee, and/or the Procurement Services Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or Contractor for the purpose of influencing any decision to grant a City contract or to obtain favorable treatment under any City contract.
- B. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.
- C. Contract termination under this provision shall constitute a breach of contract by the Contractor, and the Contractor shall be liable to the City for all costs of reletting the contract or completion of the project. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

27. NON-DISCRIMINATION

- A. In accord with section 24-34-402, C.R.S., Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 as amended, all applicable federal and state laws, the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.
- B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

28. ORDER OF PRECEDENCE

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

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

29. HEADINGS

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

30. DISPUTES

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

manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

31. DELIVERY

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

32. PAYMENTS

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

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

Each invoice must contain at least the following information:

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

If T&M

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

Materials will be payable on a reimbursable basis with no additional profit, fee, overhead, handling, or General and Administrative (G&A) costs. All costs for materials shall be approved by the City Contracts Specialist before the costs are incurred and payable.

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

33. INSPECTION OF SERVICES

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

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

34. SECURITY

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

35. TIME IS OF THE ESSENCE

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

36. EMPLOYMENT OF LABOR

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

37. SALES TAX

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

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

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

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

Forms and instructions can be downloaded at <https://coloradosprings.gov/sales-tax>. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or SalesTax@coloradosprings.gov.

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

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

38. SEVERABILITY

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

39. LIABILITY OF CITY EMPLOYEES

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

40. USE OF CITY NAME OR LOGO

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

41. TRAVEL

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

42. ELECTRONIC SIGNATURES

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and

transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence and (iii) enforceable in accordance with its terms.

43. APPENDICES

The following Appendices are made a part of this Agreement:

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

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and the year first above written.

This Contract is executed in one (1) original copy.

THE CITY OF COLORADO SPRINGS, COLORADO:

SECOND PARTY:
SAMPLE CONTRACT ONLY
Corporate Name
Signature Date
Title

EXHIBIT 3 – SAMPLE EVALUATION SCORESHEET

Proposer’s Name: _____

Evaluator’s Name: _____

Project Name/RFP#: _____

RFP EVALUATION CRITERIA DESCRIPTION	SCORE
<p>1. TECHNICAL AREA</p> <p>The Offeror must explain its overall solution, considering the scope of work or statement of work provided. The content must include, but not necessarily be limited to, the following information.</p>	
<p>A. UNDERSTANDING OF AND COMPLIANCE WITH TECHNICAL REQUIREMENTS</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. 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"> 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 requirement? <p>COMMENTS:</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<p>B. PROJECT APPROACH</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>The Offeror must at least address the following areas:</p> <ol style="list-style-type: none"> 1. Schedule Management. Offeror must approach to schedule management including updating and reporting progress of the work. 	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>

<p>2. Quality Control. Offeror must discuss quality control plan, processes and approach to ensure that the City receives a quality product.</p> <p>3. Safety. Offeror must discuss approach and commitment to safety for its workers, the public, and City employees, if services are accomplished on a City site.</p> <p>4. Offeror must discuss potential issues it foresees with this project and how Offeror would make adjustments if encountered.</p> <p>Consider the following questions.</p> <p>1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)?</p> <p>2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?</p> <p>3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high?</p> <p>COMMENTS</p>	
<p>Sum of Ratings in Management Area (Add numbers in Sections 1.A. and 1.B.)</p>	
<p>2. MANAGEMENT AREA</p> <p>The Offeror must explain its method of managing the work to be performed. The content must include, but no necessarily be limited to, the following information.</p>	
<p>A. PROJECT MANAGEMENT CONTROLS</p>	
<p>In In the Management Area, the Offeror should provide a plan of operation, to include management of personnel, workload, schedule, and budget. It should also include an organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc. If the Offeror plans to subcontract more than 10% of the work, include information on how the Offeror plans to manage its subcontractors.</p> <p>The Offeror shall provide a detailed schedule for the project showing the key activities and how they will meet or better the County’s timeframe and maximize efficiency to provide the best value to the City and minimize impacts to the public. The schedule shall be based on the Offeror’s understanding and approach to the work as addressed above. Schedules submitted for this proposal shall assume a start date of March 1, 2025.</p> <p>Consider the following questions.</p> <p>1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system?</p> <p>2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort?</p> <p>3. Does the plan and controls indicate that the Offeror will obtain, keep, and efficiently utilize high quality personnel?</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>

<p>4. Does the offer address corrective actions? 5. Does the proposal explain how the Offeror will remain within schedule and budget?</p> <p>COMMENTS:</p>	
<p>B. PAST PERFORMANCE/RELEVANT EXPERIENCE</p>	
<p>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.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> 1. Does the proposal include at least three references or past performance citations? 2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP? 3. Does the Offeror explain how they were successful on the projects provided as past performance? 4. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience? <p>COMMENTS</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<p>C. KEY PERSONNEL</p>	
<p>In the Management Area, resumes must be provided for all personnel considered key, as required by the RFP. It is highly recommended that the Offeror provide sufficient content and detail to answer completely 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.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> 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? <p>COMMENTS:</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<p>Sum of Ratings in Management Area (Add numbers in Sections 2.A., 2.B and 2. C.)</p>	
<p>3. PRICE/COST AREA</p>	
<p>In the Price Area, the Offeror should provide a detailed breakdown of the price for each year of performance. The price must be fully loaded/all-inclusive and include unit cost for material, labor, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price. If</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>

<p>the contract type will be T&M, labor categories, labor rates, separated profit, and estimated material costs must be included in detail.</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>Consider the following questions:</p> <ol style="list-style-type: none"> 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? <p>COMMENTS:</p>	
<p>Total Price/Cost Area (Insert number from Section 3 evaluation above):</p>	
<p>4. PROPOSAL PRESENTATION</p>	
<p>Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.</p> <p>COMMENTS:</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<p>EXCEPTIONS PROPOSED</p>	
<p>What (if any) exceptions (redlines to our terms and conditions) were proposed? Are they acceptable?</p> <p>COMMENTS:</p>	<p>Pass/Fail</p>
<p>INSURANCE EXCEPTIONS PROPOSED</p>	
<p>What (if any) exceptions (redlines to our insurance terms and conditions) were proposed? Are they acceptable?</p> <p>COMMENTS:</p>	<p>Pass/Fail</p>
<p>TOTAL SCORE – Add Evaluation Scores from Sections 1-5. The sum is the total score.</p>	<p>Total Score:</p>

EXHIBIT 4 – FEDERAL FORMS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The undersigned duly authorized official of the proposer certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property.

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and

D. Have not within a three-year period preceding this application/proposal had one or more public transaction (federal, state or local) terminated for cause or default.

E. Are not on the Comptroller General’s List of Ineligible Bidders or any similar list maintained by any other governmental entity.

Where the proposer is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(Check One)

I DO CERTIFY (____) I DO NOT CERTIFY (____)

Date: _____

Signature: _____

Title: _____

RESTRICTIONS ON LOBBYING CERTIFICATION

Pursuant to United States Public Law 101-121, Section 319, the undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. No Federal appropriated funds have paid or will be paid, by or on behalf of the undersigned, to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person or agency for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned duly authorized official shall require and ensure that the language of this certification be included in any award documents for subcontracts, grants, loans, and cooperative agreements, and that all subcontractors shall so certify and disclose accordingly.

This Certification is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. The submission of this Certification is a prerequisite for making or entering into this transaction, imposed by Title 31 USC Section 1352. Any proposer (person) who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure to file.

Proposer: _____

Signature: _____

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

The undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. That I am an officer or employee of the _____ (proposing entity) having the authority to sign on behalf of the corporation, and,

2. That the prices in the attached proposal were arrived at independently by _____ (proposing entity) without collusion, consultation, communication, or any agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any other competitor regarding an understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the RFP/IFB designed to limit independent proposals or competition; and

3. That unless otherwise required by law, the contents and prices contained in the proposal have not been communicated by _____(proposing entity) or its employees or agents to any person not an employee or agent of _____ (proposing entity), or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and,

4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Proposer: _____

Signature: _____

Title: _____

Date: _____

EQUAL EMPLOYMENT STATUS REPORT

Contractor's Name _____

Street Address _____

City _____ State _____ Zip Code _____

This firm is:

<input type="checkbox"/>	Independently owned and operated
<input type="checkbox"/>	An affiliate parent company
<input type="checkbox"/>	A subsidiary of address
<input type="checkbox"/>	A division City and State

#	Statement	Has	Has Not
1	Developed and has on file an affirmative action program in conformance with 41 CFR 60-2		
2	Participated in any previous contract or subcontract subject to the equal opportunity clause either with the City of any Federal Agency		
3	Filed with the City, or where applicable, joint Reporting Committee, or other Federal Agency, all reports due under the applicable contract(s) or subcontract(s)		
4	Contractor's Equal Employment Opportunity Program been subject to a Federal Equal Opportunity Compliance Review, If so state date of Review: _____		

Signature

Date _____

Title

**EXHIBIT 5 – SAMPLE TASK ORDER WORK LIST
FOLLOWS THIS PAGE**

Task ID	Activity	Address Nu	Street	Intersecting Street	Common Name	Tree Positio	Tree Diame	Notes
858479	Contract Prune	4405	ANJELINA CIR N	BARKMAN DR	SIBERIAN ELM	10	33	Crown clean and raise Pos. 10 multi-stem sib. elm along Barkman Dr. Tree is behind a private fence, no one there at the time of inspection. Could not measure diameter. Call HO to get access to backyard. Cameron (719) 291-5627 Pos. 5 is a removal
922343	Contract Prune	4430	BEAUMONT RD		HONEYLOCUST	5	15	Crown clean and raise pos. 5 honeylocust- 15 dbh Mostly needs raising, some minor deadwood.
858469	Contract Prune	4510	BEAUMONT RD		HONEYLOCUST	5	18	Crown clean and raise Pos. 5 honeylocust - 18 dbh Tree is between 4510 and 4520 Beaumont Rd.
858467	Contract Prune	2424	CATHER CIR		GREEN ASH	5	23	Crown clean and raise Pos. 5 g. ash - 23 dbh Reduce bigger limb facing South and reduce weight on the limb over the driveway and yard. Call HO prior to work. Grace Linn (719) 291-5627
929874	Contract Prune	822	CIRCLE DR		SIBERIAN ELM	5	25	Crown clean and raise pos 5 Siberian elm--25 dbh Get clearance over street and reduce or remove limbs growing over driveway. BARRICADES #1 OF 2 to be pruned here
929875	Contract Prune	822	CIRCLE DR		SIBERIAN ELM	10	44	Crown clean and raise pos 10 Siberian elm--44 dbh Get clearance over street and reduce or remove limbs growing toward house. BARRICADES #2 OF 2 to be pruned here
938181	Contract Prune	415	E COLORADO AVE		GREEN ASH	5	21	Crown clean and raise pos. 5 g. ash - 21 dbh BARRICADES Removal task West of this tree at 103 S Wahsatch Ave
860372	Contract Prune	322	E CUCHARRAS ST		SIBERIAN ELM	10	38	Crown clean and raise pos 10 Siberian elm on Wahsatch -38 dbh Barricades

717841	Contract Prune	742	E LAS ANIMAS ST		SIBERIAN ELM	5	52	Crown clean and raise Pos. 5 Sib. elm--52 dbh Remove co-dom facing South, where the other stem facing North broke off
927049	Contract Prune	1226	E PIKES PEAK AVE	N SHERIDAN AVE	SILVER MAPLE	10	24	Crown clean and raise pos 10 silver maple on Sheridan-- 24 dbh
927043	Contract Prune	1226	E PIKES PEAK AVE		SILVER MAPLE	5	34	Crown clean and raise pos 5 silver maple on Pikes Peak-- 34 dbh BARRICADES There is a removal task for 1218 also and pruning tasks for the trees on Sheridan.
927048	Contract Prune	1226	E PIKES PEAK AVE	N SHERIDAN AVE	SILVER MAPLE	5	25	Crown clean and raise pos 5 silver maple on Sheridan-- 25 dbh
918774	Contract Prune	1116	FOUNTAIN BLVD		SIBERIAN ELM	10	39	Crown clean and raise pos 10 S. elm--39 dbh Also separate removal tasks for the two smaller elms growing under the canopy. Do not treat--They seem to be connected to the root system of the larger tree. BARRICADES
728575	Contract Prune	1214	FOUNTAIN BLVD		SIBERIAN ELM	5	32	arrow board Crown clean and raise Pos. 5 Sib. elm--32 dbh Reduce limbs going over neighbor's driveway
927463	Contract Prune	4465	GATEWOOD DR		GREEN ASH	5	24	Crown clean and raise pos. 5 g. ash - 24 dbh Tree was pruned in 2019, does not need much Reduce extended limbs over both driveways. One limb over the neighbor's can be reduce back to where it splits with another one over the street. Remove other limb over neighbor's driveway that is starting to rub on adjacent limb. ~7"
945992	Contract Prune	609	LYNN AVE		SIBERIAN ELM	5	23	Crown clean and raise pos. 5 sib. elm - 23 dbh Reduce weight on limb over the driveway
898342	Contract Prune	15	N FOOTE AVE		SILVER MAPLE	5	38	Crown clean and raise pos. 5 s. maple - 38 dbh Two leads facing NE have a cavity near the crotch. Reduce the weight on both of these leads.
901439	R25-002MZ Contract Prune	330	N WAHSATCH AVE		SIBERIAN ELM	5	38	Crown clean and raise Pos. 5 sib. elm - 38 dbh Minor pruning needed for traffic lights. BARRICADES Pruning task 1 of 2 NOTE: this area is part of grant

901443	Contract Prune	330	N WAHSATCH AVE		SIBERIAN ELM	10	30	Crown clean and raise Pos. 10 sib. elm - 30 dbh Minor work needed Pruning task also for Pos. 5 NOTE: Area is part of the grant
932539	Contract Prune	2468	PAYNE CIR E		GREEN ASH	5	25	Crown clean and raise pos. 5 g. ash - 25 dbh
907584	Contract Prune	622	PROSPECT LAKE DR		SIBERIAN ELM	5	31	Crown clean and raise Pos. 5 sib. elm - 31 dbh Reduce limbs over the street and over the yard/house BARRICADES Pruning tasks also at 632 Prospect Lake Dr.
907586	Contract Prune	632	PROSPECT LAKE DR		SIBERIAN ELM	5	26	Crown clean and raise Pos. 5 sib. elm - 26 dbh Will need to clean stub cuts and storm damage. Tree is not in the best shape but can prune for now. Pruning task 1 of 2. Task also at 622 Prospect Lake Dr.
907587	Contract Prune	632	PROSPECT LAKE DR		SIBERIAN ELM	10	29.5	Crown clean and raise Pos. 10 sib. elm - 29.5 dbh BARRICADES Pruning task 2 of 2. Pruning task also at 622 Prospect Lake Dr.
881493	Contract Prune	710	ROYER ST		SIBERIAN ELM	5	18	Crown clean and raise pos 5 S. elm--18 dbh #1 of 3 prunes and 1 removal here. Also a prune task at 714.
881495	Contract Prune	710	ROYER ST		SIBERIAN ELM	10	27	Crown clean and raise pos 10 S. elm--27 dbh Also remove the two sprouts coming off the root system but do not treat with herbicide. #2 of 3 prunes and 1 removal here. Also a prune task at 714.
881498	Contract Prune	710	ROYER ST		SIBERIAN ELM	15	25	Crown clean and raise pos 15 S. elm--25 dbh #3 of 3 prunes and 1 removal here. Also a prune task at 714.
881502	Contract Prune	714	ROYER ST		GREEN ASH	5	11	Crown clean and raise pos 5 ash--11 dbh Also prunes and removals at 710
894311	R25-002MZ Contract Prune	2220	S CORONA AVE		SIBERIAN ELM	5	16	Crown clean and raise pos. 5 sib. elm - 16 dbh Mostly needs street clearance, clean storm damage stubs Pruning task 1 of 4

894313	Contract Prune	2220	S CORONA AVE		SIBERIAN ELM	10	20.5	Crown clean and raise pos. 10 sib. elm - 20.5 dbh Tree may be impacted if sidewalk is replaced Pruning task 2 of 4
894314	Contract Prune	2220	S CORONA AVE		SIBERIAN ELM	15	17	Crown clean and raise Pos. 15 sib. elm - 17 dbh Pruning task 3 of 4
894315	Contract Prune	2220	S CORONA AVE		SIBERIAN ELM	20	29	Crown clean and raise Pos. 20 sib. elm - 29 dbh Tree is near power lines, should meet 10 ft. requirement If driveway is replaced, tree could be a removal Pruning task 4 of 4
934550	Contract Prune	729	S PROSPECT ST		SILVER MAPLE	5	25	Crown clean and raise pos. 5 s. maple - 25 dbh along S Prospect St. HO is concerned with limb over the house. Reduce this limb back to some lateral branches, ~8" cut. Reduce weight on rest of the limbs over the yard and over neighbor's driveway. Pruning task 1 of 3
934553	Contract Prune	729	S PROSPECT ST	E LAS ANIMAS ST	SILVER MAPLE	5	21	Crown clean and raise pos. 5 s. maple - 21 dbh along E Las Animas Remove sprouts around the trunk Pruning task 2 of 3
934556	Contract Prune	729	S PROSPECT ST	E LAS ANIMAS ST	SILVER MAPLE	10	27	Crown clean and raise pos. 10 s. maple - 27 dbh along E Las Animas St Remove limb facing South over parkway that has a horizontal crack Pruning task 3 of 3
946101	Contract Prune	536	WILLIAM AVE		SIBERIAN ELM	5	34	Crown clean and raise pos. 5 sib. elm - 34 dbh Reduce limbs/weight over house and yard Pruning task 1 of 2
946103	Contract Prune	536	WILLIAM AVE		SIBERIAN ELM	10	20	Crown clean and raise pos. 10 sib. elm - 20 dbh Pruning task 2 of 2

928640	Contract Prune	541	WILLIAM AVE		SIBERIAN ELM	5	32	Update: 10/3/24. HO hired a company to address deadwood but tree still needs clearance work done. Crown clean and raise pos. 5 sib. elm - 32 dbh Reduce limb over driveway Pruning task 1 of 2
928641	Contract Prune	541	WILLIAM AVE		SIBERIAN ELM	10	27	Crown clean and raise pos. 10 sib. elm - 27 dbh Reduce limbs over driveway Pruning task 2 of 2
858478	Contract-Remove	4405	ANJELINA CIR N		SIBERIAN ELM	5	3	Remove volunteer elm pos.5 along Barkman Dr. Tree is behind private fence, no one was there at time of inspection to measure diameter Give HO call to get access Cameron (719) 598-5028 Pruning task for Pos. 10
949076	Contract-Remove	332	BONFOY AVE	E BOULDER ST	GREEN ASH	5	15	Remove pos. 5 g. ash - 15 dbh Tree is next to a Metro bus stop Removal task 1 of 2
949078	Contract-Remove	332	BONFOY AVE	E BOULDER ST	GREEN ASH	20	13	Remove pos. 20 g. ash along Boulder There is chicken wire wrapped around the majority of the trunk Removal task 2 of 2
921403	Contract-Remove	629	E BOULDER ST		ASH	5	12.5	Remove pos 5 ash tree--12.5 dbh Should be enough room to park on side of road Marked Small bucket ok
942140	Contract-Remove	1725	E BOULDER ST		AMERICAN ELM	5	35	Remove pos 5 American elm on Boulder St--35 dbh Marked Barricades #1 of 4 removals ; there are also 4 pruning tasks here

942141	Contract-Remove	1725	E BOULDER ST		AMERICAN ELM	10	32	Remove pos 10 American elm on Boulder St--32 dbh Marked Barricades #2 of 4 removals ; there are also 4 pruning tasks here
942142	Contract-Remove	1725	E BOULDER ST	N MEADE AVE	AMERICAN ELM	20	25	Remove pos 20 American elm on Meade St-- 25 dbh Marked #3 of 4 removals ; there are also 4 pruning tasks here
942143	Contract-Remove	1725	E BOULDER ST	N MEADE AVE	AMERICAN ELM	25	20	Remove pos 25 American elm on Meade St--20 dbh Marked #4 of 4 removals ; there are also 4 pruning tasks here
822843	Contract-Remove	732	E KIOWA ST		GREEN ASH	5	35	Remove Pos. 5 g. ash - 35 dbh Tree is between 734 and 732 E Kiowa Tree overall appears healthy but has significant decay at the base
937370	Contract-Remove	2101	E WILLAMETTE AVE		SILVER MAPLE	5	8	Remove pos. 5 maple - s. maple - 8 dbh along Iowa Ave Marked Tree is located in the grant area
943890	Contract-Remove	104	FARRAGUT AVE		NORWAY MAPLE	5	20.5	remove pos 5 norway maple 20.5dbh. marked and left tag. task 1 of 2
943891	Contract-Remove	104	FARRAGUT AVE		NORWAY MAPLE	10	17.5	remove pos 10 norway maple 17.5dbh. Crown has been reduced but trunk is splitting. marked and left tag. task 2 of 2

918782	Contract-Remove	1116	FOUNTAIN BLVD		SIBERIAN ELM	5		Remove 10 inch elms growing under canopy of larger tree Do not treat with herbicide --they might be connected to the roots of the larger tree. BARRICADES
918783	Contract-Remove	1116	FOUNTAIN BLVD		SIBERIAN ELM	15		Remove 10 inch elms growing under canopy of larger tree Do not treat with herbicide --they might be connected to the roots of the larger tree. BARRICADES
920520	Contract-Remove	2425	GINA DR		SIBERIAN ELM	5	14	Remove multi-stem elms 14 dbh Marked Small bucket ok Removal task 1 of 2
920519	Contract-Remove	2425	GINA DR		SIBERIAN ELM	10	16	Remove multi-stem elms 16 dbh Marked Small bucket ok Removal task 1 of 2
918082	Contract-Remove	2635	GRANADA DR		SIBERIAN ELM	5		Remove all 4 clusters of Siberian elm on Granada side of property. Treat stumps Difficult to get accurate measurements on multi stem clusters, but they probably average about 30 inches
918083	Contract-Remove	2635	GRANADA DR		SIBERIAN ELM	10		Remove all 4 clusters of Siberian elm on Granada side of property. Treat stumps Difficult to get accurate measurements on multi stem clusters, but they probably average about 30 inches
918084	Contract-Remove	2635	GRANADA DR		SIBERIAN ELM	15		Remove all 4 clusters of Siberian elm on Granada side of property. Treat stumps Difficult to get accurate measurements on multi stem clusters, but they probably average about 30 inches

918085	Contract-Remove	2635	GRANADA DR		SIBERIAN ELM	20		Remove all 4 clusters of Siberian elm on Granada side of property. Treat stumps Difficult to get accurate measurements on multi stem clusters, but they probably average about 30 inches
929856	Contract-Remove	322	HANCOCK AV		GREEN ASH	10	17	Remove pos 10 ash--17 dbh There's also a pruning task here
945771	Contract-Remove	4420	MELVILLE DR		HONEYLOCUST	5	21	Remove and treat pos. 5 honeylocust - 21 dbh Marked
917948	Contract-Remove	325	N CASCADE AVE	E BOULDER ST	SILVER MAPLE	5	27	Remove pos 5 silver maple on Cascade--27 dbh May need barricades. There's a parking lane, but the tree is on the corner by the traffic signal. Marked
932070	Contract-Remove	10	N SIERRA MADRE ST		LITTLELEAF LINDEN	5	11	Remove pos. 5 linden - 11 dbh Metered parking right by the tree, otherwise should not need barricades
918850	Contract-Remove	14	N SIERRA MADRE ST		GREEN ASH	20	22	Remove pos 20 green ash--22 dbh (northernmost tree is private) Also lots of pruning tasks here
927038	Contract-Remove	1218	PIKES PEAK AV		SILVER MAPLE	5	34	Remove pos 5 silver maple --34 dbh Marked BARRICADES There's also a prune task at 1226
926047	Contract-Remove	2938	PINNACLE DR		AUSTRIAN PINE	5	13	Remove pos. 5 pine - 13 dbh Marked Call HO prior and they will remove fence. Shawn Reynolds (619) 417-4594 Tree is ~6.5 in, ROW is 7.5
939519	Contract-Remove	1018	PLATTE AV		GREEN ASH	5	21	Remove pos 5 ash--21 dbh marked There's room to park on the side of the road here, but barricades may be desired because of the high traffic volume.
919873	R25-002MZ Contract-Remove	554	PLATTE AV BRIDGE		GREEN ASH	5	13	Remove pos 5 green ash--13 dbh Marked This is on the elevated portion of Platte that does not need barricades

927454	Contract-Remove	1316	RAINIER DR		GREEN ASH	10	16	Remove pos. 10 g. ash - 16 dbh Marked
881500	Contract-Remove	710	ROYER ST		SIBERIAN ELM	20	18	Remove pos 20 S. elm--18 dbh Marked Also several pruning tasks here and one at 714
918851	Contract-Remove	48	S SIERRA MADRE ST		GREEN ASH		17	Remove 17 dbh ash next to backflow device Marked Also lots of pruning tasks here
938175	Contract-Remove	103	S WAHSATCH AVE	E COLORADO AVE	LITTLELEAF LINDEN	10	11	Remove pos. 10 linden - 11 dbh along E Colorado Ave Marked BARRICADES Pruning task nearby at 427 E Colorado Ave.
941023	Contract-Remove	301	S WEBER ST	E VERMIJO AVE	NORWAY MAPLE	5	12.5	Remove pos 5 Norway maple on Vermijo--12.5 dbh Marked #1 of 2
941026	Contract-Remove	301	S WEBER ST	E VERMIJO AVE	SILVER MAPLE	10	18	Remove pos 10 silver maple on Vermijo--18 dbh Marked #2 of 2
954457	Contract-Remove	537	WARREN AV		SIBERIAN ELM	10		remove pos 10 dead siberian elm

SECTION VI – APPENDICES

6.0 APPENDICES

Appendix A Price Sheet

Appendix B Scope of Work

Append C Clauses for Contracts Subject to Federal Requirements

APPENDIX A – PRICE SHEET

**PLEASE SUBMIT APP A -
PRICE SHEET IN EXCEL
FORMAT**

APPENDIX B – SCOPE OF WORK

B.1 INTRODUCTION

The City of Colorado Springs was awarded a \$9 million urban forestry grant from the U.S. Department of Agriculture's (USDA) Forest Service (FS). This grant is intended to enhance the urban canopy in disadvantaged portions of the City's south and southeast through contracts for tree care, maintenance, and planting projects. The southeastern portion of Colorado Springs affected by the grant, hereafter referred to as the "grant area", encompasses seven zip codes and has static boundaries which are outlined in the provided map. The following neighborhoods are partially or entirely included within the grant area: Mill St., Stratton Meadows, Hillside, Mid Shooks Run, Boulder Park, Knob Hill, Park Hill, East Lake, Pikes Peak Park, Southborough, and Deerfield Hills. The Urban Forest Improvement grant aims to inform and educate the public about proper tree care. Maintenance work will coincide with outreach efforts. The grant funds are available immediately for the City. This contract will be used to accomplish the grant objectives for the base year plus 4 option years.

The following description, while not intended to cover all details, outlines the general scope of work. Interested contractors must bid on this On-Call Contract prior to bidding on any grant-funded work. Work will be issued in two ways with this contract:

A. Task orders will be released under this On-Call Contract within the grant area. Work may include large-scale area prunes, median tree trimming, tree care, climbing crews, tree removals, stump grinding and planting projects.

B. Time-sensitive work will be assigned to the selected contractors in a Time and Material (T&M) manner. As maintenance items are identified, a purchase order with a not to exceed dollar amount will be issued to selected contractors based on their provided rate sheets. This type of work will require timely and competent communication between the contractor and the City's Grant Staff Foresters.

C. Tree care companies of any size are encouraged to bid on this contract. Although this contract encompasses many types of arboricultural work, applicants are not required to perform every service described herein in order to apply.

B.2 SCOPE OF WORK

The general function and responsibilities of the Contractor shall be as follows:

A. The Contractor must fully comply with the letter and spirit of the City of Colorado Springs Equal Opportunity Clause relating to equal opportunity and affirmative action. The contractor may obtain a copy upon request to the Purchasing Office. The Rules and Regulations of the City Forestry Division must be heeded. Copies will be made available upon request to the Contractor. The Rules and Regulations are incorporated by reference herein.

B. Contractors must be licensed by the City of Colorado Springs prior to performing any work for the City. For questions about the licensing process please visit <https://coloradosprings.gov/city-clerk/page/tree-service-license> or call (719) 385-5942 for more information. Contractors may apply for this On-Call Contract before obtaining licensure but will not be awarded work until licensed.

C. All work shall be performed in conformance with the Rules and Regulations established by Occupational Safety and Health Administration, Environmental Protection Agency, Colorado State Department of Agriculture, and the American National Standards Institute Z133.1, latest revision, labeled: American National Standard for Tree Care Operations – Pruning, Trimming, Repairing, Maintaining, and Removing Trees and Cutting Brush-Safety Requirements.

D. The contractor is responsible for the preservation of all public and private property including turf, sidewalks, curbs, fences, sprinkler heads and valves. If any direct or indirect damage occurs to public or private property by the Contractor, on account of any act, omission, neglect or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor at Contractor's expense to the condition equal to that existing before such damage or injury, and the Contractor shall repair such damage in a manner acceptable to the City.

E. Work zone traffic control will be in accordance with the manual on Uniform Traffic Control Devices published by the U. S. Department of Transportation. Traffic and pedestrian control plans must be approved by the Traffic Engineer prior to commencement of any pruning or removal activity.

F. The successful bidder's equipment must meet noise requirements of 21-8-101, et. seq. and 21-8-201 et. seq. of the Code of the City of Colorado Springs 1980, as amended, during all operations.

G. The disposal of wood and debris shall be the responsibility of the Contractor. All elm wood greater than 2" in diameter must be chipped, debarked before storage, or removed from the city limits of Colorado Springs.

H. It is the responsibility of the Contractor to furnish supervision, labor, materials, tools and all equipment necessary to complete the job in an acceptable manner.

I. The Contractor shall notify Grant Staff Foresters of any defective, weakened or dead trees. If the Contractor deems a tree scheduled for pruning should instead be a removal, the Contractor shall contact Grant Staff Foresters for a re-inspection of the tree prior to performing any work on said tree.

J. The Contractor shall provide a weekly work plan to Grant Staff Foresters including each day's planned work location. If there is any change to the provided plan, Contractor must notify Grant Staff Foresters.

K. American elm trees shall be pruned between October 1 and April 1. Apple trees and other trees susceptible to fire blight shall be pruned between November 1 and March 1. Where conditions are hazardous to persons or property, a tree may be pruned at any time. Fire blight precautions must be in compliance with ANSI standards and ISA Best Management Practices.

L. Amount and schedule of work will be communicated and mutually agreed upon throughout the year by Contractor and Grant Staff Foresters.

Contractor will provide Grant Staff Foresters with regular updates regarding progress, challenges, and any other relevant information on a weekly basis at minimum.

M. Request for payment must be submitted within thirty (30) days of completion.

N. Incomplete or unacceptable work must be completed within fourteen (14) working days of notification of the need for follow up activity.

O. Work that is not completed in a timely manner as outlined in the previous clause may be subject to a late fee deduction. This penalty shall result in a deduction of 5% of listed cost per task for each week after the deadline unless prior authorization is requested and agreed upon (extensions during storm/weather events, unforeseen staffing issues, etc.).

P. As requested by Grant Staff Foresters, Contractor may need to produce photographs of tree care operations for City's use as promotional content. Contractor may be asked to work with City Communications team in order to release project updates to the public.

B.3 PRUNING SPECIFICATIONS

A. Pruning Objectives: To prune street trees throughout the grant area for risk mitigation, clearance over streets, sidewalks, yards and homes, and for tree health and structure.

B. Standard Practices: Trees shall be pruned following standard practices in the American National Standard for Tree Care Operations (ANSI A300) to include but not limited to the following:

1. Pruning tools shall be kept sharpened to produce final cuts with a smooth surface and firmly attached remaining adjacent bark. Pruning shall be done in such a manner as to avoid nicks and abrasions.
2. When removing a lateral branch at its point of origin the final cut shall be made without cutting into the branch bark ridge or branch collar and without leaving a stub.
3. Unless otherwise noted in the pruning instructions, no more than 25% of the foliage on a mature tree and no more than 25% of the foliage of a single branch should be removed.
4. When pruning cuts are made to a side limb, the remaining limb shall possess a basal thickness of at least 1/3 of the diameter of the cut and/or be vigorous enough

to maintain adequate foliage to callus around the cut and sustain the remaining branch.

5. Tree branches shall be removed in such a manner so as not to cause damage to other parts of the tree or to other plants or property.

6. Large branches shall be cut using the three-cut method to avoid peeling the bark.

7. Trunks of trees shall be kept free of epicormic shoots or sprout growth to a minimum height of 14 feet. This shall include all epicormic shoots growing at the base of the tree. Exceptions in street clearance are allowed for smaller trees or trees which would be irreparably damaged.

8. All tools used on a tree known or suspected to contain an infectious disease shall be properly disinfected immediately before, during, and after completing the work in accordance with ANSI and ISA Best Management Practices.

9. Contractor shall notify the Grant Staff Foresters of trees with major defects that may present a hazard to the public.

C. Pruning Types: For contract purposes, crown cleaning and crown raising (clearance) are the primary pruning types. In certain circumstances, other pruning types such as structural development pruning or crown restoration may be specified.

1. Crown Cleaning: Selective removal from a tree's crown of one or more of the following items: dead, dying, diseased or weak branches and water sprouts greater than 2" diameter (measured at the base of each branch), and broken branches or stubs.

2. Crown Raising (Clearance): Removal of the lower branches of a tree in order to provide 14' of clearance over streets and 8' clearance over sidewalks keeping in mind the shape and balance of a tree. Exceptions in street clearance are allowed for smaller trees or trees which would be irreparably damaged. Crown raising shall also include clearance from yards, streetlights, traffic signs and buildings. Clearance shall include branching that is directed toward the street, sidewalk, traffic signs or buildings which will cause clearance problems within the next few years.

3. Structural Development Pruning: Pruning to influence the orientation, spacing, growth rate, strength of attachment, and ultimate size of branches and stems.

4. Crown Restoration: Pruning to clean up storm damaged or drought damaged trees: A combination of subordinate pruning, reduction and heading cuts will be used to improve the structure and health of tree.

B.4 REMOVAL SPECIFICATIONS

A. Tree Removal: Contractor shall be experienced in the removal of trees in accordance with standards set forth by the arboriculture industry as specified in ANSI Z133.1 especially sections 6.7 Log Loaders, Cranes and Related Hoists, 9.4 Lowering Limbs and 9.5 Tree Removal. All limbs greater than 8 inches in diameter shall be lowered to the ground through the use of lowering ropes, pulleys or crane so as to prevent branches and trunks from falling and creating damage to adjacent homes, driveways, sidewalks, trees,

shrubs, streets and other property both public and private. Stumps shall either be ground out to a depth of 16” or be cut to a height of no more than 4 inches above grade unless approved by the Grant Staff Foresters. Any parts of the tree left at the request of the property owner shall be documented in writing by contractor and signed by property owner. Elm logs may not be left.

B. Liability for Damage to Property and/or Plant Material: Any tree damage caused by the Contractor shall be repaired immediately at no additional cost to the City. Any tree damaged beyond repair will be removed and replaced by the Contractor at no additional cost to the City of Colorado Springs. The replacement tree will be of a size and species acceptable to Grant Staff Foresters. Contractor is responsible for ensuring that all work is done in a safe and responsible manner. Any damage done to either City of Colorado Springs property or private property shall be the responsibility of the Contractor to repair or to make arrangements to repair with the City of Colorado Springs approval. This shall be done prior to final payment of contract.

C. Herbicide Application: Any stumps not ground out shall have the cambium layer treated with an appropriate herbicide from the City’s approved list within 10 minutes of being cut using a cut-stump application. Any sprouts originating from the trunk flare shall also be cut and treated to prevent regrowth. If applying herbicide, contractor must be licensed with the Colorado Department of Agriculture as a commercial applicator in the appropriate categories. Proper pesticide flagging shall be used and left in place for 48 hours after application.

B.5 STUMP GRINDING SPECIFICATIONS

A. Stump Grinding Objectives: To completely remove stumps to a depth of sixteen inches (16”) and properly dispose of excess grindings.

B. Standard Practices: Contractor is required to call the Utility Notification Center of Colorado (811) for utility locates for all stumps prior to stumping.

1. Remove stumps to a depth of sixteen inches below the grade.
2. Remove root flares at least two feet from the stump.
3. Remove root flares at least four inches below grade.
4. Backfill to a height of no more than six inches but at sufficient height to allow backfill to settle at grade.

B.6 PLANTING SPECIFICATIONS

A. Planting Objective: Increase tree canopy within the grant area with proper species selection, site selection, and planting guidelines. This shall include planting on public and private property with private landowners who have registered their interest separately with the City.

B. Standard Practices: Trees shall be planted following standard practices in the American National Standard for Tree Care Operations (ANSI A300; Part 6) including but not limited to the following:

1. Sites shall be inspected for any hazards prior to implementing any planting. Utility location and other obstructions including but not limited to, gas, electric, communications, sewer, drainage, and signage, both below and above ground shall be taken into consideration.
 - a. Contractor is required to call the Utility Notification Center of Colorado (811) for all planting sites prior to planting.
2. If any condition is observed while the work is being performed requiring attention beyond the original scope of work, the condition shall be reported to Grant Staff Foresters.
3. Planting and transplanting should occur while environmental conditions are favorable for tree survival and establishment. Planting and transplanting should be avoided during summer and winter months.
4. Root ball sizes should be of a diameter and depth to encompass enough of the root system as necessary for establishment. ANSI Z60.1 provides a reference for nursery stock caliper sizes under 8 inches (20cm).
5. Damage to the root ball, crown or trunk should be prevented during transportation and storage. Trees shall be transported with a shade cloth unless no foliage is present. Any irreparable damage to trees caused by Contractor must be reported to the Grant Staff Foresters and a replacement tree of equal or greater value will be installed at Contractor's expense. Failure to report damage to trees will carry additional penalties.
6. Final depth of the planting hole is determined by the depth of the root ball. Depth of the root ball shall be measured from the bottom of the trunk flare to the bottom of the ball. The bottom of the trunk flare shall be at or above the finished grade.
7. Immediately after planting, the surrounding soil in the root zone should be watered to field capacity.
8. Newly planted trees must be mulched using organic undyed wood mulch in a 2-4" thick layer surrounding each tree but not contacting tree trunk.
 - a. "Volcano mulching" must be avoided.
9. Soil and mulch in planting sites should be arranged in such a way that each tree has a "well" surrounding its trunk shaped to collect precipitation.
10. Planting holes should not be amended or fertilized at time of planting, and Contractor must make an effort to backfill planting hole with soil native to planting location.
11. Contractor must abide by any additional planting requirements communicated by Grant Staff Foresters prior to planting on public or private property.
12. Trees shall be installed with stakes and guying materials.
 - a. When appropriate, additional protective measures such as trunk wrap, deer fencing or watering aids may be required.

13. When applicable, contractor must plant pursuant to the guidelines outlined in the City of Colorado Springs Planting Diagram. The diagram is publicly available on the City website at

<https://coloradosprings.gov/document/treeplanting0106202300.pdf>

14. When applicable, contractor must comply with the City's Tree Protection Details which are publicly available on the City website at

<https://coloradosprings.gov/document/treeprotectiondetailsfinalfromdw.pdf>

C. Prior to any planting on private property, Contractor will consult with property owner to confirm property owner's responsibility for tree maintenance after planting. Grant Staff Foresters will work with property owner to select a mutually agreeable tree species and planting location.

1. Contractor will provide property owner with necessary documentation releasing City and Contractor from any liability or responsibility for tree upkeep after planting is completed.

B.7 STANDARDS OF SAFETY REQUIRED FOR TREE WORK/CONDUCT OF OPERATIONS

A. The right to conduct tree service work in the City does not expressly or implicitly authorize the Contractor to violate any law while in the process of performing such tree work.

B. The American National Standards Institute publication, Z133 Safety Requirements for Arboricultural Operations, shall be followed.

C. All such work shall be conducted in a manner as to cause the least possible interference with, or annoyance to others.

D. The foreman and crewmembers shall maintain their appearance, and that their attitude and conduct shall reflect favorably upon the City.

E. Inadequately or improperly trained personnel shall not be utilized for work on trees beyond such person's known capacity or ability to perform properly or safely.

F. A foreman shall be present at all times when work is being performed, except that the foreman may be absent for short periods during the day when necessary because of emergencies or other urgent matters.

G. Any injury to persons or damage to any improvements, tree, or structure located upon or underneath any public street or public right-of-way resulting from any permitted tree work shall be promptly reported to the Grant Staff Foresters and Contractor shall make arrangements for restitution or repair within a reasonable period of time.

H. Cleanup of branches, limbs, or any other debris resulting from any tree operations shall be promptly and properly accomplished. The work area shall be kept safe at all times until the cleanup operation is completed. Under no circumstances shall accumulation of brush, limbs, or other debris be allowed on a public right-of-way in such a manner as to result in a hazard to the public. All brush, logs, and other debris must be removed from the work site at the end of each day.

I. Unless the work area is totally barricaded or otherwise kept safe, at least one representative of the Contractor shall serve to coordinate safe operations on the ground at all times when permitted work operations are in progress.

J. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible.

K. Any use of tools or equipment in an unsafe condition or any application of techniques or methods deemed unsafe to persons or property is forbidden.

L. The use of climbing spurs or spike shoes in the act of pruning trees is prohibited.

M. Tree workers shall not leave the work site if any severed or partially cut tree limbs remain in the tree.

N. Whenever larger tree sections which may endanger persons or property are being cut in a treetop, such materials shall be secured by ropes and lowered safely in a controlled manner.

O. Whenever electric or telephone lines, gas lines, water lines, or any other improvements, public or private, may be jeopardized by any authorized tree activity, the proper authorities of the utilities involved, or property owner involved, shall be consulted prior to performing any work activity, and all requested reasonable precautions by any such authority or persons shall be complied with.

B.8 ADMINISTRATIVE REQUIREMENTS

A. Billing

Invoices are to be submitted with the following information:

1. Name of company, address, phone number
2. Task ID
3. Location of work, such as address or other description
4. Diameter of tree(s)
5. Job-specific notes (deviation from job description, firewood left, etc.)
6. Total

B. Record Keeping

The Contractor agrees that it shall keep full and complete books, records and accounts of all financial transactions with respect to this Contract. Such books, records, and accounts shall be maintained in accordance with generally accepted accounting principles and shall be maintained in such a fashion as to provide a detailed financial analysis for each transaction area. All such books, records, and accounts that are directly related to this Contract shall be subject to audit upon reasonable notice by the City Auditor.

B.9 CITY RESPONSIBILITIES

A. The City will provide the Contractor with a list of all trees that are to be pruned or removed on an as-needed basis. A Purchase Order will be issued that may include pruning and removal.

B. Grant Staff Foresters will inspect and approve tree work after a progress invoice is submitted. Inspections by Grant Staff Foresters will occur periodically and any violation of the Contract that causes irreparable damage to trees will be assessed using the ISA Tree Appraisal Standards.

C. The City will conduct a pre-work meeting before Contractor is allowed to start.

B.10 TASK ORDER PROCEDURE

The City may elect to choose a different contractor for each project type and in any area through the issuance of a Task Order issued to Contractors awarded this On-Call Contract.

It is anticipated that there may be multiple types of Task Orders to be issued under this contract:

- A. Comprehensive Area Pruning (may include removals)
- B. Rapid Response (may include removals)
- C. Corridor Pruning (may include removals)
- D. Tree Removals
- E. Stump Grinding
- F. Planting

The City will solicit bids from vendors approved through this On-Call Contract for a variety of future Task Orders from within the above listed categories. Upon selection of a bid, the Task Order will be awarded to the successful bidding Contractor and work will be carried out. Once work is completed and satisfactorily inspected by Grant Staff Foresters, Contractor will be paid in full by the City of Colorado Springs.

Multiple pricing types are envisioned as part of this contract:

A. Time and Materials: Contractor will provide an hourly rate for supplied labor and equipment with no predetermined total cost. This pricing structure is expected to be limited to emergency or storm-related tasks. The hourly rate sheet is mandatory for all applicants. Work required can include but not limited to:

1. Comprehensive Area Pruning (may include removals)
2. Corridor Pruning (may include removals)
3. Tree Removals
4. Stump Grinding
5. Planting
6. Cleanup and removal of brush piles, hangers, structurally compromised trees, and other tree damage

B. Lump Sum Task Order: Contractor will review a list of trees and associated work provided by City and bid on the total cost to complete all listed tasks. This pricing structure is expected to be used for all types of work listed in this document with the exception of emergency response.

C. Unit Price Task Order: Contractor will provide a set unit price for pruning, removals, stumping, or planting tasks using a provided price sheet which separates tasks by the size of material; for example, a tree removal price sheet would have a cost category for 1-6" dbh, 7-12" dbh, and so on. This pricing structure is expected to be used for all types of work listed in this document with the exception of emergency response.

Costs are expected to vary depending on the scope of work for each lump-sum task order issued under this On-Call Contract.

B.11 MAPS

B.11.1 CITY OVERVIEW MAP

INSERT MAP

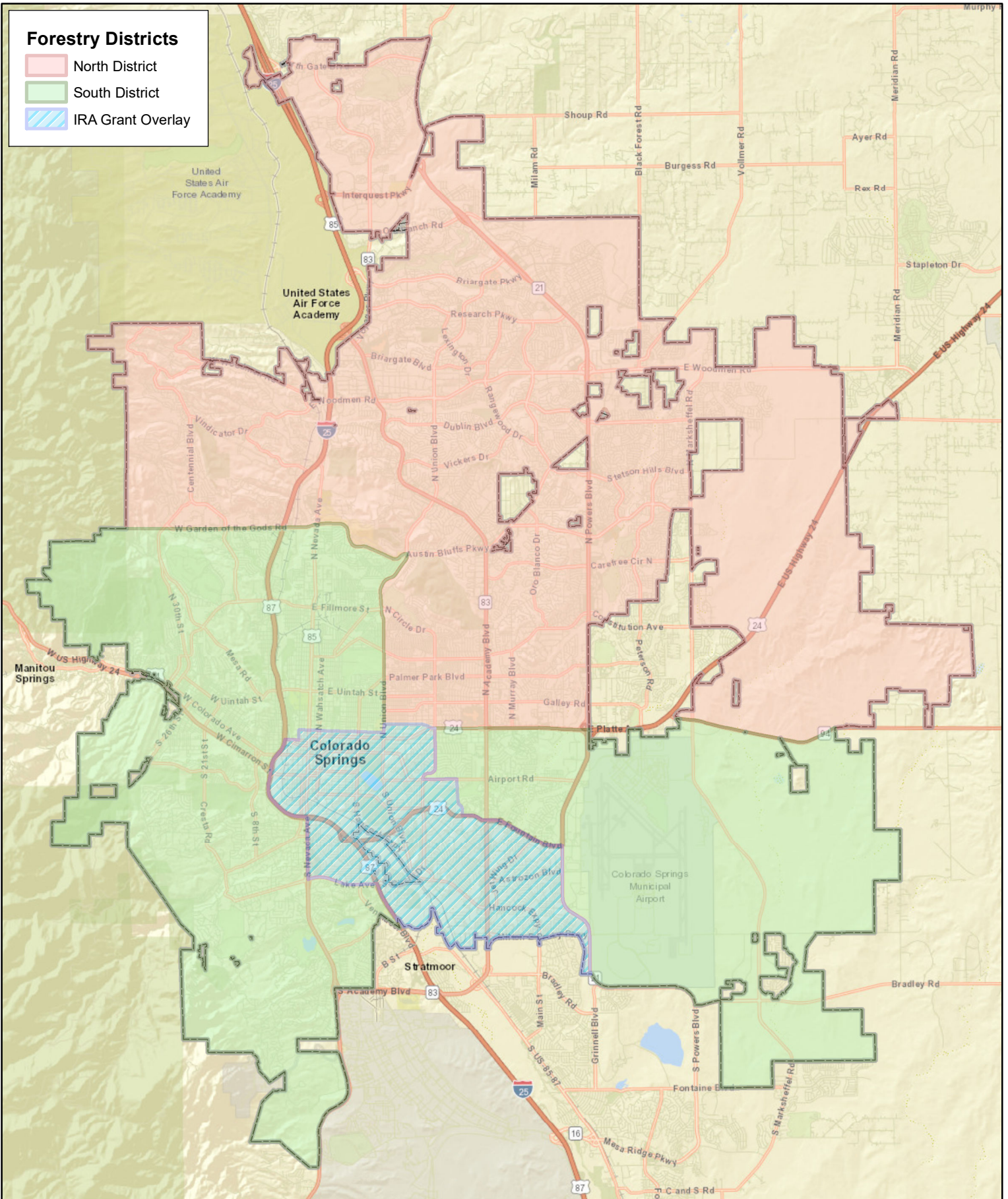
B.11.2 GRANTS AREA MAP

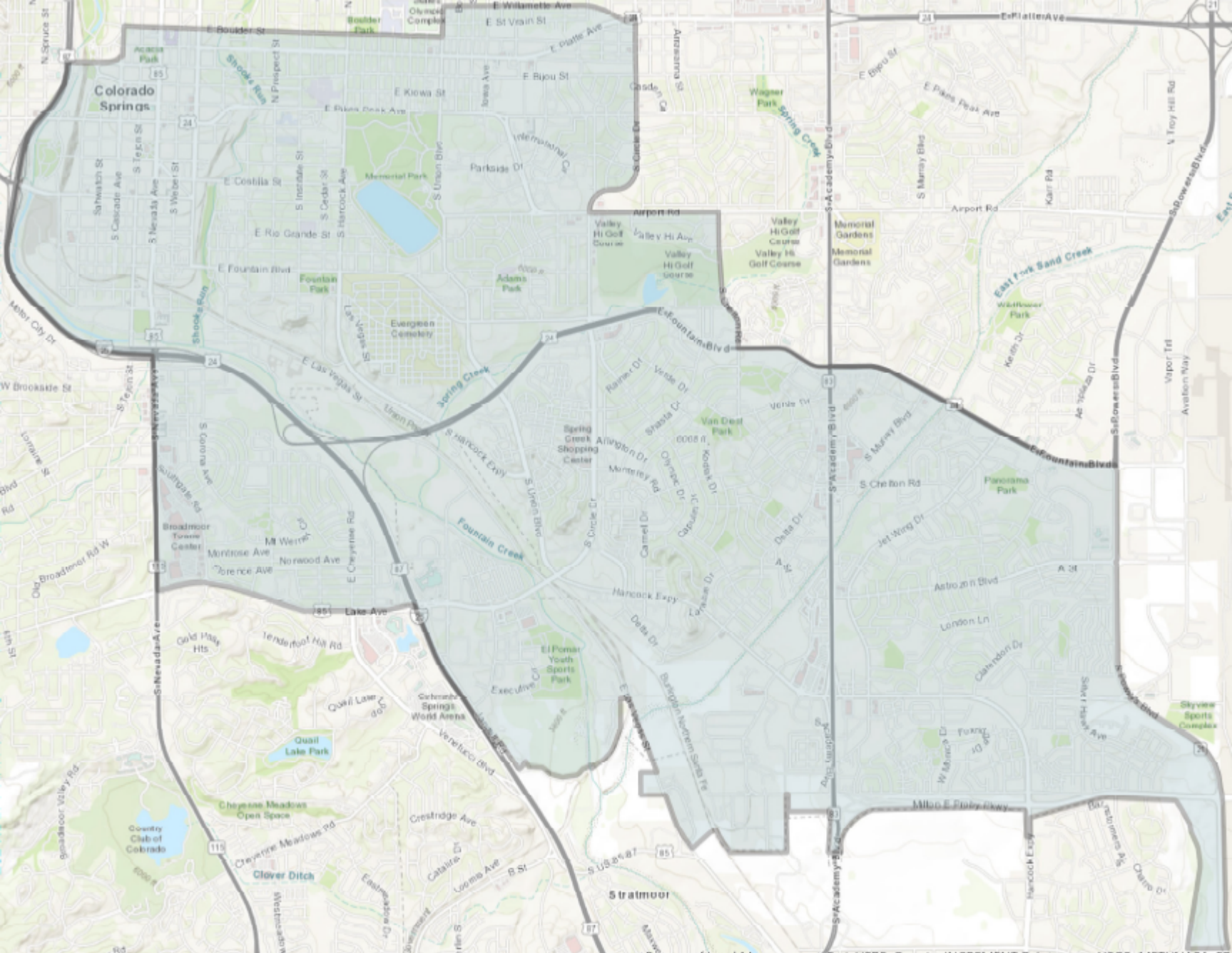
INSERT MAP

Forestry Districts

Forestry Districts

- North District
- South District
- IRA Grant Overlay





APPENDIX C – CLAUSES FOR CONTRACTS SUBJECT TO FEDERAL REQUIREMENTS

1. EQUAL EMPLOYMENT OPPORTUNITY

To view the City of Colorado Springs EEOP (Equal Employment Opportunity Plan) Utilization Report, the link is www.coloradosprings.gov/eeop.

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked

as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. *Subcontracts.* Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

I. *Incorporation by reference.* The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

J. *Incorporation by operation of the order.* By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

K. *Adaptation of language.* Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

2. EQUAL EMPLOYMENT OPPORTUNITY REPORTS AND OTHER REQUIRED INFORMATION

A. *Requirements for prime contractors and subcontractors.*

1. Each prime contractor and subcontractor shall file annually, on or before the September 30, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for Progress or such form as may hereafter be promulgated in its place if such prime contractor or subcontractor (i) is not exempt from the provisions of these regulations in accordance with § 60-1.5; (ii) has 50 or more employees; (iii) is a prime contractor

or first tier subcontractor; and (iv) has a contract, subcontract or purchase order amounting to \$50,000 or more or serves as a depository of Government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: *Provided*, That any subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets requirements of paragraphs (a)(1) (i), (ii), and (iv) of this section.

2. Each person required by § 60-1.7(a)(1) to submit reports shall file such a report with the contracting or administering agency within 30 days after the award to him of a contract or subcontract, unless such person has submitted such a report within 12 months preceding the date of the award. Subsequent reports shall be submitted annually in accordance with § 60-1.7(a)(1), or at such other intervals as the Deputy Assistant Secretary may require. The Deputy Assistant Secretary may extend the time for filing any report.

3. The Deputy Assistant Secretary or the applicant, on their own motions, may require a contractor to keep employment or other records and to furnish, in the form requested, within reasonable limits, such information as the Deputy Assistant Secretary or the applicant deems necessary for the administration of the order.

4. Failure to file timely, complete and accurate reports as required constitutes noncompliance with the prime contractor's or subcontractor's obligations under the equal opportunity clause and is ground for the imposition by the Deputy Assistant Secretary, an applicant, prime contractor or subcontractor, of any sanctions as authorized by the order and the regulations in this part.

B. *Requirements for bidders or prospective contractors—*

1. *Certification of compliance with Part 60-2: Affirmative Action Programs.* Each agency shall require each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or in writing at the outset of negotiations for the contract: (i) Whether it has developed and has on file at each establishment affirmative action programs pursuant to Part 60-2 of this chapter; (ii) whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; (iii) whether it has filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

2. *Additional information.* A bidder or prospective prime contractor or proposed subcontractor shall be required to submit such information as the Deputy Assistant Secretary requests prior to the award of the contract or subcontract. When a determination has been made to award the contract or subcontract to a specific contractor, such contractor shall be required, prior to award, or after the award, or both, to furnish such other information as the applicant or the Deputy Assistant Secretary requests.

C. *Use of reports.* Reports filed pursuant to this section shall be used only in connection with the administration of the order, the Civil Rights Act of 1964, or in furtherance of the purposes of the order and said Act.[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

3. RESERVED

4. CONTRACT WORK HOURS AND SAFETY STANDARDS (from FAR 52.222-4)

The term “Contracting Officer” herein shall refer to the City of Colorado Springs Contracting Specialist assigned to this contract.

The term “Government” herein shall refer to the City of Colorado Springs and any interested federal or state entity.

A. *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

B. *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).

C. *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute

D. Payrolls and basic records.

1. The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of

Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

2. The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

E. *Subcontracts*. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

5. CLEAN AIR ACT

By signing this Contract, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Further, the Contractor agrees to include this clause in all subcontracts in excess of \$150,000.

6. DEBARMENT AND SUSPENSION

By signing this Contract, the Contractor certifies to the best of its knowledge and belief that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three year period preceding this proposal been convicted of or had a civil 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, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

7. BYRD ANTI-LOBBYING AMENDMENT

By signing this Contract, the Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Further, the Contractor certifies that it has not engaged in lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The Contractor must require the same certification from all subcontractors with subcontracts valued in excess of \$100,000 under this Contract.

8. SMALL BUSINESS REQUIREMENTS

The Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

A. Placing qualified small and minority businesses and women's business enterprises on subcontract solicitation lists.

B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources for subcontracting.

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

9. PROCUREMENT OF RECOVERED MATERIALS

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of

recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ANTI-KICKBACK PROCEDURES

A. Definitions.

1. "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.
2. "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
3. "Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.
4. "Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.
5. "Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.
6. "Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
7. "Subcontractor," as used in this clause,
 - a. Means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and
 - b. Includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

8. "Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

B. The 41 U.S.C. chapter 87, Kickbacks, prohibits any person from --

1. Providing or attempting to provide or offering to provide any kickback;
2. Soliciting, accepting, or attempting to accept any kickback; or
3. Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

C. The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

The Contracting Officer may

1. offset the amount of the kickback against any monies owed by the United States under the prime contract and/or
2. direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

11. ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS

A. Definition. As used in this clause--

1. "Energy-efficient product"—

a. Means a product that—

- i. Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or
- ii. Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

2. The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

B. The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are—

1. Delivered.
2. Acquired by the Contractor for use in performing services at a Federally controlled facility.
3. Furnished by the Contractor for use by the Government.
4. Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

C. The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless:

1. The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or
2. Otherwise approved in writing by the Contracting Officer.

D. Information about these products is available for—

1. ENERGY STAR® at <http://www.energystar.gov/products>; and
2. FEMP at <http://www1.eere.energy.gov/femp/procurem>