



THE CITY OF COLORADO SPRINGS

REQUEST FOR PROPOSAL

Services

R24-113DS

Date Issued: October 7, 2024

VEHICLE & EQUIPMENT UP-FITTING SERVICES

The City of Colorado Springs requests Fixed Unit Price proposals, as detailed in this Request for Proposal (RFP), for Vehicle & Equipment Up-fitting Services.

The City may award multiple contracts as a result of this solicitation.

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

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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	October 7, 2024
Pre-Proposal Conference	October 15, 2024, 10:00 AM MST

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:

https://teams.microsoft.com/join/19%3ameeting_YjQ5YjU3YWItOWViNy00ZmlwLWE4MGUtMDQ4NTk4NDIIZDdk%40thread.v2/0?context=%7b%22Tid%22%3a%2290f74bf0-a593-4c12-9591-fb8ef4ba6ad1%22%2c%22Oid%22%3a%228e59dff5-e42a-4e52-b23f-b2d164d21568%22%7d

Call In (Audio Only): 720-617-3426 Phone Conference ID: 327104160#

Cut Off Date for Questions	October 18, 2024, 5:00 PM MST
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Questions about the RFP must be submitted electronically with BidNet. A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments. Questions must be received no later than Date.

Requests for Information and support shall be directed to:

Dylan Smith
Dylan.Smith2@coloradosprings.gov

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

Proposal Due Date	November 4, 2024, 2:00 PM MST
Interviews (if applicable)	TBD
Award of Contract	Anticipated November 2024
Notice to Proceed	January 1, 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 Vehicle & Equipment Up-fitting Services.

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

1.12 PERFORMANCE PERIOD

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

Base Year: January 1, 2025 – December 31, 2025

Option Year 1: January 1, 2026 – December 31, 2026

Option Year 2: January 1, 2027 – December 31, 2027

Option Year 3: January 1, 2028 – December 31, 2028

Option Year 4: January 1, 2029 – December 31, 2029

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 the Qualification Statement included with Exhibit 2 "qualification documents"

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 twenty-five (25) pages. **A page shall be defined as 8-1/2" x 11"; single sided, with one inch margins, and a minimum font of Times New Roman 10.** The only exception to the 8-1/2" x 11" paper size is the proposed project schedule. It may be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. Each section of the proposal should be labeled to clearly follow the requirements sections identified in this section of the RFP. The following listed Exhibits must be filled out and returned with the proposal and are not counted against the page limit:

Exhibit 2 Qualification Documents
Appendix A Rate Sheet
Acknowledged Addendum, if issued

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 the proposal certification included with Exhibit 2 Qualification Documents 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 RELEVANT EXPERIENCE & QUALIFICATIONS

A. RELEVANT EXPERIENCE

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 relevant performance citations?
2. Are the references or relevant 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 relevant experience?
4. Does the Offeror apply the relevant performance to the City requirement in such a way as to demonstrate added value due to experience?

B. QUALIFICATIONS

The Offeror should provide sample upfit quotes that are based on the sample build sheets in Exhibit 5 of the RFP. The Offeror should provide sample upfit builds for the vehicles they are capable of upfitting. The sample upfits should provide the products and parts used, cost of the upfit, and installation and delivery time of the order. In addition, The Offeror should also provide any additional qualifications / certifications they hold in their proposal. Finally, the Offeror should provide information on any warranties they offer on their work.

Consider the following questions:

1. Do the sample upfits provided demonstrate the offeror is qualified and has the ability to meet the upfitting requirements of the City.
2. Do the sample upfits provided show the offeror will use equipment and parts that are acceptable and meet the City's needs.
3. Does the Offeror hold EVT certification?
4. Does the Offeror hold any additional certifications that add value to the City?
5. Is the warranty presented in the proposal acceptable?

2.5.2 KEY PERSONNEL

In the Key Personnel area, the Offeror must identify the account manager that the city will work with and be the primary contact for this contract. A resume must be provided for the account manager. 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.

1. Does the Offeror provide complete resumes, including education, experience, background information, accomplishments, and other pertinent information?

2. Do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently?
3. Does the Offeror explain how the key personnel were related to the projects cited as relevant experience?

2.6 PRICE AREA

In the Price Area, the Offeror should complete Appendix A Rate sheet and provide an hourly rate for labor and a parts markup percentage. The rates 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.

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 the Exceptions Form included with Exhibit 2 Qualifications Documents 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 the Minimum Insurance Requirements from included with Exhibit 2 Qualifications Documents 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 RELEVANT EXPERIENCE & QUALIFICATIONS

See Section II – Item 2.5.1

3.1.2 KEY PERSONNEL

See Section II - Item 2.5.2

3.1.3 PRICE AREA

See Section II – Item 2.6

3.1.4 PROPOSAL PRESENTATION

See Section II – Item 2.7

3.1.5 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: Relevant Experience & Qualifications

Second: Price Area

Third: Key Personnel

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:

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:

Relevant Experience & Qualifications (40 Points)

Price Area (35 Points)

Key Personnel (20 Points)

Proposal Presentation Area (5 Points)

E. Final/Overall scoring

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

3.3 SELECTION COMMITTEE

A selection committee will review all proposals. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the Offerors whose proposals are deemed to be unacceptable. Those Offerors offering proposals deemed to be acceptable by the City will be evaluated 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 to Offerors 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.

YEARLY VENDOR ADDITIONS

The process for a vendor to be added to the Vehicle Equipment Upfitting Program is as follows:

1. No later than November of each year, a vendor may submit paperwork to be awarded a contract for the future year.
2. The vendor must submit a proposal meeting all criteria contained in R24-113DS. Proposals will be evaluated pursuant to the criteria contained in R24-113DS. Selected vendors will be notified and issued a contract for a base year and any remaining option years by January 1 of the following year.

SECTION IV – RESERVED

SECTION V – EXHIBITS

5.0 EXHIBITS

Exhibit 1	Sample Contract
Exhibit 2	Qualifications Documents
Exhibit 3	Scope of Work
Exhibit 4	Sample Evaluation Scoresheet
Exhibit 5	Sample Upfit Build Sheets

EXHIBIT 1 SAMPLE CONTRACT

SERVICES CONTRACT

Contract Number:		Project Name/Title	SAMPLE CONTRACT ONLY
SAMPLE CONTRACT ONLY			
Vendor/Contractor	SAMPLE CONTRACT ONLY		
Contact Name:		Telephone:	
Email Address:			
Address:			
Federal Tax ID #		Please check one:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership
SAMPLE CONTRACT ONLY			
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 FIXED UNIT PRICE CONTRACT ("Contract") is made and entered into this ___ day of _____, 2024 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 _____, 2024 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 – Rate Sheet
3. Appendix B – Contractor’s Proposal
4. Appendix C – Statement of Work
5. Appendix D – Minimum Insurance Requirements

2. COMPENSATION/CONSIDERATION

THIS FIXED UNIT 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.

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>
Base Year:	January 1, 2025 – December 31, 2025
Option Year One:	January 1, 2026 – December 31, 2026
Option Year Two:	January 1, 2027 – December 31, 2027
Option Year Three:	January 1, 2028 – December 31, 2028
Option Year Four:	January 1, 2029 – December 31, 2029

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.

4. INSURANCE

The Contractor shall provide and maintain acceptable Insurance Policy(s) consistent with the Minimum Insurance Requirements attached as Appendix D, which includes Property, Liability and Professional Errors and Omissions coverage, and as otherwise listed in Appendix D. 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.

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 Contract should take advantage of lower airfares by purchasing

tickets more than 14 days in advance of travel. In-state travel by air must be more economical than travel by private vehicle. Use of a private vehicle may be reimbursed per mile at the current rate published by the IRS annually. Short-term parking, long-term parking or cab fare associated with airport departure and arrival may be allowable expenses. Valet parking will not be allowed unless it is the least expensive or only option. Car rental rates may be reimbursed for car rentals no greater than the intermediate or standard classification. The City will not reimburse any other travel methods or expenses. The City will pay for lodging, meals, and miscellaneous expenses on a per diem basis only, in accordance with the current per diem rates published by the IRS annually. The City will not pay for Contractor expenses exceeding the per diem rates. Receipts for all reimbursable expenses must be provided with the Contractor's invoice.

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 – Rate Sheet
2. Appendix B – Contractor's Proposal
3. Appendix C – Statement of Work
4. Appendix D – Minimum 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:
SAMPLE CONTRACT ONLY

SECOND PARTY:
SAMPLE CONTRACT ONLY
Corporate Name
Signature Date
Title

EXHIBIT 2 – QUALIFICATIONS DOCUMENTS

Please complete PDF document titled “Exhibit 2 – Qualifications Documents” included with this RFP at www.bidnetdirect.com and submit with your proposal.

EXHIBIT 3 – SCOPE OF WORK FOR VEHICLE & EQUIPMENT UPFITTING SERVICES

BACKGROUND

The City of Colorado Springs is seeking to establish multiple contracts with vehicle and equipment upfitters. The City needs upfitters who have a minimum of two years of experience in providing and installing additional equipment to vehicles and equipment that conform to the specifications provided during the up-fit build process. For any upfitting of emergency vehicles EVT certification is preferred, but not required

The City Fleet Services Division supports multiple users throughout the City. The Upfits purchased under any contract awarded from this solicitation may be utilized by any department within the City, however, all such purchases shall be coordinated through the City's Fleet Services Division.

On average the City request upfitting services on 170 vehicles / equipment annually.

SCOPE OF WORK

Up-Fits for vehicles and equipment may include lighting packages, running boards, toolboxes, headache racks, sanders/plows (Light & Heavy), aerial (booms, buckets) and other up-fit products that may be available upon request. The City will request the specific specialty upfit for each unit, while the offeror will submit a quote for approval. The quote must provide an itemized breakdown of all equipment and specific parts that are used in the installation.

The offeror will be responsible for procuring all requested upfit equipment and parts. All parts must be new, unless otherwise agreed upon. In the proposal the offeror shall provide a profit markup percentage on parts in Appendix A. All markups on the equipment and parts being purchased by the City shall not exceed this percentage.

The offeror will be responsible for installing all requested equipment / parts on City vehicles/equipment. All installation shall be completed at the offeror's facility, unless arranged upon otherwise by City's Fleet Services Division. In the proposal the offeror shall provide an hourly rate for installation services in Appendix A. All labor costs charged to the City shall not exceed this hourly rate.

The offeror will be responsible for annual and/or biannual maintenance, and any required inspections for any equipment that requires such maintenance or inspections. Upon purchase of equipment that required maintenance and inspections the offeror must provide a maintenance schedule for the equipment being ordered.

Responsibility of transport of a City vehicle or piece of equipment to be upfitted will be determined on a case-by-case basis. The City may transport the vehicle, a vehicle dealership may transport the vehicle, or the Offeror may transport the vehicle. The City will communicate with the offeror on who will be responsible for transport. The offeror is required to have drivers with a CDL to transport any class A vehicles (26,000 or above GVW). Please indicate in your proposal if you have drivers that hold a CDL. The offeror shall not charge the City any additional costs for transport of vehicles / equipment under any circumstances.

Upon issuance of a purchase order, the Offeror shall provide a delivery and installation schedule within 10 business days of order. Upon receipt of the delivery and installation schedule if the City

deems the timeline unacceptable, the City may cancel the order and pursue other sources for completing the requested upfitting service.

Any delays in installation or delivery must be communicated to the Fleet Services Division.

The offeror shall provide all manuals / publications that are available for each order including:

- Paper Copies: Two complete sets
- Online Version: An online service system, comparable to those available to dealerships, shall be provided with accessibility for 10 concurrent users. The City must pre-approve the online system
- Operator Manuals: complete set of general operator manuals
- Service Manuals: If provided, Up-Fit Service manuals are to include diagnostics and repair procedures for all installed components including, but not limited to, the chassis, engine, electronic engine controls, fuel system, and electrical system including all controllers, transmission, axles, and HVAC.
- Parts Manuals: If provided, Up-Fit On-Line Versions of on-line parts catalog system, comparable to those available to dealerships with accessibility for five (5 or more upon request) concurrent users. The parts system shall be complete for all installed components, including but not limited to, the chassis, engine, electronic engine controls, fuel system, and emission system, electrical system including all controllers, transmission, axles, and HVAC. The City must pre-approve any online systems.

SCHEDULE & DELIVERY

All deliveries shall be made to the address listed on the Purchase Order and shall be F.O.B. Destination.

If vehicles are not delivered in accordance with the specifications agreed upon and Purchase Order requirements the offeror shall be responsible for promptly correcting any equipment/up-fit delivery deficiency, at no cost to the City, immediately after the City notifies suppliers of such deficiency in writing/email format.

Unless otherwise specified on the Purchase Order, all orders must be delivered and invoiced no later than December 15th of each year.

ACCEPTANCE CRITERIA

The City shall evaluate all procurements on reliability, service responsiveness, as well as safety and ergonomic considerations. All vehicle up-fit delivery must be coordinated with designated Fleet Coordinator prior to delivery. All vehicle up-fits delivered must possess all paperwork, manuals, and a Safety/Familiarization training/walk through with employees.

All vehicle up-fits shall be accepted and delivered Monday-Friday 8am-2pm. Deliveries will not be accepted a day before or after a Holiday.

Upon delivery the unit will be physically inspected by the authorized Fleet Coordinator or directed personnel to ensure the vehicle/ equipment meets specifications. Those units not meeting specifications will be rejected thus suppliers will provide an ETA of the vehicle that meets specification. Unless otherwise directed New vehicle/equipment up-fit acquisitions shall abide by the following guidelines to ensure proper billing, delivery and invoice formatting:

BILL TO:

City of Colorado Springs Fleet Management
404 W. Fontanero St.
Colorado Springs, CO 80907

DELIVERY/SHIP TO:

City of Colorado Springs Fleet Management
404 W. Fontanero St.
Colorado Springs, CO 80907

WARRANTY

In the proposal the offeror shall provide an overview of the warranty they provide on their work. Unless otherwise agreed upon, all warranty work will be performed at the offeror's facility.

ACCOUNT MANAGER / POINT OF CONTACT

In the proposal, the Offeror shall provide their account manager the offeror will assign to this contract. This account manager will be the primary point of contact for the City upon execution of the contract. The offeror must communicate with the City in a timely manner if this point of contact changes at any point during the duration of the contract.

BUSINESS REVIEW

The contract members shall agree to meet formally on a semi-annual basis to review and track progress toward previously set goals and objectives. Discuss any relevant issues and/or problems. City Fleet Management shall use a tool to track issues and their resolution. NOTE: City Fleet Management and or representatives will be responsible for scheduling the Business Reviews.

Following items shall be reviewed and tracked at each Business Review:

- A. Safety
- B. Costs Reduction/Control
- C. Lead Time Reduction
- D. Product Improvements/Discontinuation of a vehicle
- E. Deliverable Statistics
- F. Warranty

INVOICING

Invoices must include the following:

- A. Contract number and work order number
- B. Itemized labor and material charges
- C. Total job amount
- D. Quantity ordered, back ordered, and shipped (if applicable)
- E. Invoice number and date
- F. Requesting Fleet Coordinator/Fleet Personnel name

Invoicing must match those quoted prices as shown in the resultant contract. Any discrepant invoices will delay payment. Work is not considered complete, and payment will not be made until

all deliverables have been met and all final equipment, materials, etc. have been submitted and or received.

For any work performed at a City facility the following guidelines will apply:

SAFETY

Safety is an extremely important value of the City and all efforts regarding safety and suppliers' safety is expected. Suppliers will ensure all personnel conform to all industry, OSHA and the City's safety guidelines and standards for safety when on city facilities. Suppliers is required to meet or exceed all OSHA regulations. Failure to comply with OSHA regulations may result in removal from the site and subsequent disqualification from performing work at any City site. Supplier's employees on City sites which require such safety gear to be worn shall be required to wear sturdy work boots, hard hats, and safety glasses with side shields, while on site. This includes OSHA acceptable hard hats, safety boots and safety glasses with side shields. All sites are designated as NON-SMOKING. Suppliers shall enforce this restriction. Suppliers is required to notify the City personnel and the Safety and Health Department of all incidents (as described below), including minor incidents, occurring while performing any work whether on City premises or any other location. The suppliers will conduct own safety reporting protocol.

SECURITY REQUIREMENTS

The City does not assume any responsibility, at any time, for the protection of or for loss of tools, parts, or materials. Suppliers shall provide to City Fleet Coordinator, prior to the commencement of any Work, a listing of all employees, including names, United States issued identification that will be on City property during the Work if required. This list must be updated daily as needed during the Work. This list shall include the names of all subcontractor employees employed by suppliers. Names shall be submitted to the City Fleet Coordinator as soon as reasonably possible prior to employee's scheduled arrival. Failure to submit names to the City will result in a delay of employee(s) access to site. The City will not be held responsible for such delays. United States issued identification (i.e. driver's license, passport, etc.) will be required for site entrance. Suppliers will provide their employees with proper identification. Supplier's personnel shall promptly report all incidents involving the loss, theft or vandalism of tools, equipment or material to City personnel. Notification shall also include incidents of violence, threats against others, illegal activities and misconduct. Local Law Enforcement may be contacted if needed. All reported incidents will be followed up by a written report within 24 hours of verbal notification.

PROHIBITED ARTICLES

Any person who possesses, transports, or uses prohibited articles on any City site is subject to immediate site removal. Prohibited articles include but are not limited to:

- A. Dangerous weapons
- B. Explosives, ammunition, and incendiary devices
- C. Controlled substances and drug paraphernalia (e.g., illegal drugs and associated
- D. paraphernalia, but not prescription medication)
- E. Alcoholic beverages (includes "near" and "non-alcoholic" beer and wine)
- F. Contraband (includes other items prohibited by law)

Supplier's employees and employees of its subcontractor's discovered on the site in possession of any prohibited article will have the prohibited article confiscated and City Fleet Coordinator will be notified. If the prohibited article is illegal, local Law Enforcement will be contacted. In all cases,

the person in possession of a prohibited article is subject to be obtained by Local Law Enforcement.

EXHIBIT 4 – SAMPLE EVALUATION SCORESHEET

Proposer’s Name: _____

Evaluator’s Name: _____

Project Name/RFP#: _____

RFP EVALUATION CRITERIA DESCRIPTION	SCORE
1. RELEVANT EXPERIENCE & QUALIFICATIONS	
A. RELEVANT EXPERIENCE	
<p>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.</p> <ol style="list-style-type: none"> 1. Does the proposal include at least three references or relevant performance citations? 2. Are the references or relevant 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 relevant experience? 4. Does the Offeror apply the relevant 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>
B. QUALIFICATIONS	
<p>The Offeror should provide sample upfit quotes that are based on the sample build sheets in Exhibit 5 of the RFP. The Offeror should provide sample upfit builds for the vehicles they are capable of upfitting. The sample upfits should provide the products and parts used, cost of the upfit, and installation and delivery time of the order. In addition, The Offeror should also provide any additional qualifications / certifications they hold in their proposal. Finally, the Offeror should provide information on any warranties they offer on their work.</p> <p>Consider the following questions:</p> <ol style="list-style-type: none"> 1. Do the sample upfits provided demonstrate the offeror is qualified and has the ability to meet the upfitting requirements of the City. 2. Do the sample upfits provided show the offeror will use equipment and parts that are acceptable and meet the City’s needs. 3. Does the Offeror hold EVT certification? 4. Does the Offeror hold any additional certifications that add value to the City? 5. Is the warranty presented in the proposal acceptable? 	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>

Sum of Ratings in Management Area (Add numbers in Sections 1.A. and 1.B.)	
<p>2. KEY PERSONNEL</p> <p>In the Key Personnel area, the Offeror must identify the account manager that the city will work with and be the primary contact for this contract. A resume must be provided for the account manager. 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.</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. Do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently? 3. Does the Offeror explain how the key personnel were related to the projects cited as relevant experience? 	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
Total Ranking of Section 2	
<p>3. PRICE AREA</p> <p>In the Price Area, the Offeror should complete Appendix A Rate sheet and provide an hourly rate for labor and a parts markup percentage. The rates 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.</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 other Offerors. It is highly recommended that the Offeror provide sufficient content and detail to answer completely 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>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
Total Price/Cost Area:	
<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>
EXCEPTIONS PROPOSED	
What (if any) exceptions (redlines to our terms and conditions) were proposed? Are they acceptable?	Pass/Fail

COMMENTS:	
INSURANCE EXCEPTIONS PROPOSED	
<p>What (if any) exceptions (redlines to our insurance terms and conditions) were proposed? Are they acceptable?</p> <p>COMMENTS:</p>	Pass/Fail
TOTAL SCORE – Add Evaluation Scores from Sections 1-4. The sum is the total score.	Total Score:

EXHIBIT 5 - SAMPLE UPFIT BUILD SHEETS

Following this page are example upfit build sheets for the following types of vehicles

1. Barricade Truck
2. Police Patrol Car
3. Tandem Axle Dump Truck
4. Utility Box Dump Crew Truck
5. Boom Truck

In your proposal, please provide an example upfit quote for as many vehicles your firm is capable of upfitting based on the specifications on the sample build sheets that follow.

The examples you provide should show all products and parts you would use, the cost, and the overall delivery time

Please note these quotes are intended as samples for evaluation purposes only and are not an actual request for service and also not representative of every type of vehicle the City requires upfitting services on.

1. BARRICADE TRUCK

FLAT BED

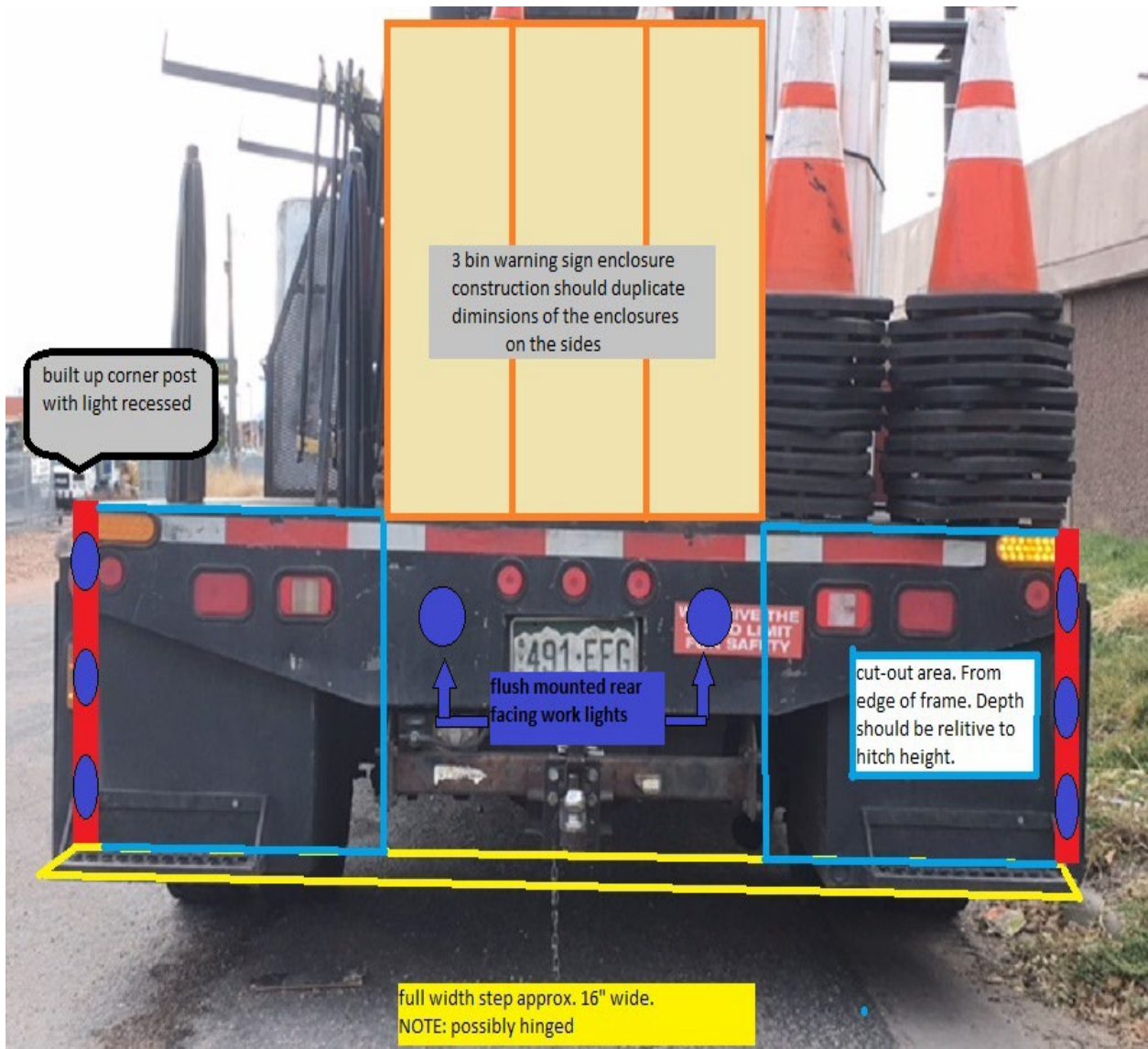
- Flat bed with Bins/slots/hangers for Barricades
- 108" (plus additional 12" platform back of unit) length, 40" height min or equivalent, 60" floor width min or equivalent too
- 2 vertical sign racks on each side and 1 vertical sign rack on the back
- Storage box 1 on drivers side, drawers in storage box
- Double spring over center door retainers on all vertical doors
- Ladder step rack installed on bed for accessibility
- Class 5 Receiver Hitch 2" ball
- See pictures attached on last page

SAFETY EQUIPMENT

- Extended Cab truck to meet all federal motor vehicle safety standards. All lighting must be LED
- (1) LED warning light to be mounted rear of cab, but not on cab itself
- Two (2) flush mounted LED warning lights shall be installed in front and rear bumper, bottom right and left hand corner
- Arrow board: VMS/Arrows capable-LED Warning lights shall be utilized; will be 48X48 VMS/Arrow board with access to go up when needed and down when not in use
- Back up alarm when transmission is placed in reverse

PAINT

- Color of cab and bed to be manufacturers standard white color over primer/sealer



3 bin warning sign enclosure construction should duplicate dimensions of the enclosures on the sides

built up corner post with light recessed

flush mounted rear facing work lights

cut-out area. From edge of frame. Depth should be relative to hitch height.

full width step approx. 16" wide.
NOTE: possibly hinged

** no boxes behind axle on either side of bed.
** yellow line indicates the area of cut-out and drop in the bed on both sides of frame rails to allow for 2 stacks of cones. NOTE: the base of the cone stacks will protrude approx. 8" onto the step area in order to allow the inclosure to clear the rear spring shackles.

** Note: the corner posts on either side of the bed would have to be built to accept brake and running lights, and some kind of a handle on top. NOTE: the gas filler neck would have to be routed around the back side of the enclosure terminating at edge of bed.



2 POLICE PATROL CAR

SPECIFICATIONS

- Light bar (Fed Sig Valor bar)
- 17 button light controller
- Two red/blue/white lights front grill or push bumper
- Two red/blue/white lights front on 45 degrees on push bumper
- Two red/blue/white lights on each side above wheel wells
- Rear interior red/blue/white light bar in rear window
- Two Red/Blue/White lights on tailgate when open
- Two Red/Blue/White lights, one on either side of license plate
- Two Red/Blue/White lights, one on either side in rear passenger window low
- Two Red/Blue/White lights, one either side in rear cargo side window high
- Taillight flashers
- Head light flashers
- ON SYNC module
- Rumble speaker
- 100-watt speaker/PA
- Computer stand with power supply
- Center console
- Front partition with D ring on driver side
- Rear partition
- Rear plastic seat with outboard seatbelts with cage attachments
- Prisoner door panels and window barriers
- Push / PIT front bumper with headlight protection
- Adjustable gun rack for two shotgun and AR15
- Magnetic mics (2)
- Two Red/White prisoner lights, one on each side
- Red/White rear cargo lighting
- 12" tall rear cargo vault
- Tilt up cargo tray
- Headliner radio speaker

INSTALL CUSTOMER SUPPLIED PRODUCTS

- Body worn camera wiring and triggers
- Radio antenna and wiring

3. TANDEM AXLE DUMP TRUCK

HYDRAULICS FOR TANDEM AXLE TRUCK

**“HYDRAULICS SHALL BE FORCE AMERICA WITH EXCEPTIONS”
HYDRAULIC PUMP AND PTO: (CONSTANT MESH)**

- The hydraulic pump shall be an axial piston pressure and flow compensated load-sensing type. The pump shall have a displacement of 5.61 cubic inches per revolution at maximum stroke which will deliver 23.7 gpm @ 1000 engine rpm. The pump shall have a minimum 2” inch suction line and 1/2” control drain line plumbed directly back to the reservoir. The pumps compensator shall have rear facing adjustments. The pump shall be rated for 5800 PSI maximum and 4800 PSI continuous. The pump shall have a Din type-mounting flange and a Din 5462 8-tooth shaft. The pump shall be Force America TXV92 or prior approved equal. An OMFB series constant mesh PTO that is mounted to the transmission shall drive the pump.
- The pump shall be capable of properly operating specified dump cylinder and equipment specified.
- Pressure line to have a gauge port easily accessible for pressure test.
- There shall be a high-pressure filter plumbed between the hydraulic pump and the control valve assembly. The hydraulic filter shall be a 25-micron absolute and rated for 6000 psi. The filter shall be model HP17125VG30EPUG5S2AE7050P and be equipped with visual and electrical bypass indicators. The electrical indicator shall be wired to a warning light in the heads-up display.
- A single normally open, two-position-two-way poppet style solenoid valve capable of stopping oil flow to the hydraulic system when actuated. The valve shall be mounted directly to the hydraulic pump discharge port. The valve assembly must also incorporate a high-pressure relief valve to protect the system from over pressurizing during system shut down. This system shall be designed so that when the float contacts close, the solenoid valve stop pump flow and an enunciator in the cab that is on a control panel alerts the driver. The control panel will also incorporate an override switch wired to the Command All control center to de-energize the shutdown system to facilitate diagnostics and equipment storage.

HYDRAULIC RESERVOIR

- The hydraulic reservoir will be of 35 gallons nominal capacity.
- The hydraulic reservoir will be constructed of 10-gauge steel and be internally baffled.
- Mounting bracket is to be designed and supplied by the reservoir supplier.
- Mounting system should allow for a 1” frame clearance for frame obstructions.
- Shall be mounted in manner as to not transmit any truck torsion loads thru the tank.
- The enclosure will use a gasket-less passive technology. (No rubber seals, gaskets, or weather stripping)

- The enclosure lid will be removable within seconds by one person without the use of tools.
- All valve fittings, hose ends, filter, filler breather, sending units and any electrical connections are to be protected by enclosure cover.
- The tank shall come equipped with an electrical temp/level-sending unit.
- The reservoir supplier will provide all valve fittings (JIC connections) and plumb the return line from the valve to the filter.
- The cover will protect from both road and pressure washer spray.
- The use of bulkhead fittings is not permitted.
- The directional control valve must be easily accessible from all (6) sides without the use of tools.
- Hose exit and entrance must allow for components to be mounted adjacent to the enclosure.
- A two inch (2") full flow brass ball valve shall be plumbed at the suction port of the tank.
- Hydraulic oil filter shall be mounted in the reservoir.
- Hydraulic filter shall be a 16-micron absolute and rated for no less than 60 GPM.
- Filter shall be model TEF31016VG16SP-UG60E115 and include visual and electrical bypass indicators.
- A warning light and buzzer shall be mounted in the cab and wired to the electrical indicator.
- The valve/tank assembly shall be a Force America model "VT35 Valve/Tank Assembly".
- Have a basket type breather cap with pad lock feature.
- Magnetic drain plug.
- Two-inch (2") NPT suction with 100-mesh screen type filter.
- Separate return port for control drain line.
- Electric level sending unit.
- Internal baffling.
- Sight-temperature gauge externally mounted.
- Hydraulic reservoir shall be Force America VT35 valve/tank assembly.

VALVE CONTROLS

- Proportional dump body with center safety lock.
- The valve controls must be tested before delivery.

HIGH PRESSURE HOSE/TUBING

- Minimum one (1) inch ID.
- Minimum working pressure of 3000 lbs. and test pressure of 10,000 lbs.
- Synthetic rubber or neoprene lining and cover.
- Minimum of two-ply elastic rubber reinforced with 3-ply high-tensile steel wire.
- Stainless steel tubing to be run from front to rear of truck. All tubing to metal bracketed and separated (not wire-tied).
- All hydraulic quick couplers shall be mounted to the right side of the dump box. Contact Gordon County for exact locations.

PIPE & FITTINGS

- Pipe and fittings shall be kept to a minimum. No street ells are to be used. Only hydraulic fittings may be used. Black pipe and Galvanized pipe will not be accepted.

DUMP BODY FOR TANDEM AXLE TRUCK

Hi-Way XT3 Type 2 Stainless Steel multi-purpose or Equal.

These specifications shall describe a multi-purpose dump body and material spreader. A telescopic hoist mounted at the front of the body provides dumping as per conventional dump body and, as a material spreader, a centered main conveyor in conjunction with a chute carries the material to a spinner assembly located at the front of the body. Must have a prewet system, ladder and conveyor cover. The unit, as bid, shall be a current design and production unit and conform to all Federal and State regulations.

GENERAL DIMENSIONS

- Minimum truck capacity of the unit being bid shall be 13 cubic yards without sideboards or 18 cubic yards with sideboards.
- Body inside length shall be 14' and the inside body width shall be 95.5" to maximize capacity and provide a lower center of gravity of the unit.
- Overall length of the unit shall not exceed 170" from front of cradle to rear of hinge.
- Side height above the sills shall be 36".
- Tailgate height above the sills shall be 48".
- Head sheet height above the sills shall be 60".
- Body shall be equipped with 4" wide sideboard pockets that taper in height from 18" at the front, to 12" at the rear of the body.

TAILGATE

- Tailgate shall be constructed from 7-gauge 304-2B stainless steel, 85,000 PSI tensile strength steel with yield strength of 35,000 PSI.
- There shall be full perimeter boxing with all horizontal bracing to be sloped outward to shed material. In addition, there shall also be two

10-gauge 304 stainless steel horizontal braces with a sloped top surface

- Hinge plates shall be 1" flame-cut heavy-duty offset type.

- Tailgate pivots shall be flush mount 1/2" flame cut material.
- Latch hooks will be 3/4" steel with the latch plates to be 3/8" carbon steel.
- Upper pins are to be 1-1/4" diameter stainless.
- Lower latch pins are to be 1-1/4" diameter CR1018 material.
- Tailgate latch mechanism shall be an air operated dual brake chamber (one at each latch position) type. The latching design shall be such that air pressure is used to open the tailgate latches and an over-center toggle combined with spring pressure is used to keep the latching mechanism closed.

SIDES AND HEADSHEET

- Design of the side sheet/floor shall be such that the vertical surface (side wall) transforms into a horizontal surface (floor) through a large self-cleaning radius.

MINIMUM REQUIREMENTS

- All body seams shall be fully welded both inside and out.
- Head sheet and side sheets are to be 7-gauge 304-2B, 85,000 PSI tensile strength, with 35,000 PSI yield strength and be constructed from one-piece material. Seams from splicing material will not be allowed.
- Boxed top rail, sloped inward shall be constructed from 7-gauge 304-2B steel. The construction shall be such that the top formed lip of the side shall overlap the channel formed rail to provide for double material thickness.
- Rear corner posts are full depth from top of the tailgate to the bottom of the longitudinal sills and are constructed from 7-gauge 304-2B steel. Longitudinal sills, corner posts, and rear apron are all tied together with a 7-gauge stainless steel plate to provide further reinforcement to this area.
- Head sheet shall be straight and manufactured with a doghouse properly sized to accommodate a trunnion mounted telescopic hoist.
- Electrically operated Flip Tarp for asphalt installed.
- Front step plates inside and out.
- A welded steep located on driver's side to access box.
- Left and right dump grab handles.
- Two (2) body props
- Body-raised indicator light with weatherproof switch.

HOIST

- Hoist design shall be a trunnion mount, telescopic, non- inverted. Cylinder shall be a three (3) stage with a 140" stroke, and a 6" diameter first stage.
- All connecting pivots shall have grease-able fittings.

- Cylinder tubes shall be nitrited and the cylinder shall be warranted for a period of two (2) years.
- Cylinder base cradle shall be a frame mounted and fully welded modular assembly fabricated from 4" x 6" x 1/2" structural steel angle.

MAIN CONVEYOR

- 16" wide main conveyor shall be recessed within the 7-gauge 409 stainless steel formed inner and outer longitudinal and feed material to a feed gate located at the front of the bed.
- Main conveyor floor shall be constructed from 3/16" AR400 plate and fully welded to the longitudinal sills.

MINIMUM REQUIREMENTS

- Conveyor gear case shall be 25:1 reduction; rear mounted planetary drive.
- Drive motor shall be a high torque hydraulic type with a minimum of 4.9 cubic inch displacement. Motor will drive the gear case through a SAE 6B splined shaft. Keyed couplings are not acceptable.
- Removable underbody pans constructed from 10-gauge 304-2B stainless steel to prevent material from dropping on driveline components of the chassis.
- Conveyor Cover – 7-gauge grade 50. Panel designed to protect conveyor cross bars and chain shields during periods of "non-conveyor use". Panel must be designed for ease in installation as well as ease in securing to the body.
- Conveyor chain oiling system with valve on driver's side.

SPINNER CHUTE ASSEMBLY

- 304 stainless steels 10 gauge material chute mounted underside of apron, to direct material flow to spinner.
- Quick detach front spinner assembly, adjusts up, downside to side and fore and aft
- Spinner shall be 20" in diameter and constructed of polyurethane.

DUMP BODY LIGHTS

- Taillights recessed in dump body posts.
- Lights must not weaken rear posts.
- All lights must conform to all State and Federal Standards.
- All lights shall be LED

PLOW MOUNT

- Shall be Husting Hitch style with capable of withstanding 3000 lbs or more.
- Plow Mount needs to be 18 inches height from the ground.

ELECTRICAL SYSTEM

- All wiring is to be double jacketed with ethylene-propylene rubber to keep out moisture and protect from damage.

- All electrical connections are to be protected from moisture.
- All junction boxes are to be waterproof.
- Any wires that are subject to abrasion are to be covered with vinyl tubing for additional protection.
- All lights are to be grounded through wiring system not to mounting bolts.

4. UTILITY BOX DUMP BED CREW TRUCK

UTILITY BED

- Utility Box Dump bed or equivalent
- 108" length, 48" height, 48" floor width at min.
- 2 vertical and 1 horizontal compartments on each side at minimum
- Double spring over center door retainers on all vertical doors
- 12" slam tailgate
- Class 5 Receiver Hitch 2" ball pintle with "D" rings 8-ton capacity

SAFETY EQUIPMENT

- Crew truck to meet all federal motor vehicle safety standards.
- (1) set of Amber/Blue warning lights to be mounted on the headache rack Utility Box Dump bed
- Two (2) flush mounted Amber/Blue warning lights shall be installed in front and rear bumper, bottom right- and left-hand corner
- Arrow Stick: Warning lights shall be utilized; please list any alternative methods and specifications that will allow effective arrow signaling
- Back up alarm when transmission is placed in reverse

PAINT

- Color of cab and bed to be manufacturers standard white color over primer/sealer

OPTIONS

Snow & Ice Control Capability

- Slide-In Sander 2.5 cubic yard with stand alone
- Spotlight on Sander
- Lights Amber/Blue flashing on Sander
- 8 ½ plow with plow orange indicators mounted to be visible during inclement weather
- All sander and plow will be hydraulic driven with a on/off switch
- All electric for lights will have a quick connect for easy install/dismount of sander
- PTO (Power Takeoff Provision) with on/off switch
- All hydraulic lines will be a quick connect on Plow & Sander for easy install/dismount
- 2" inch 8000 lbs. rated or equal too; tie down straps for Sander

- Tie down points (8000 lbs. min strength) located in the Dump bed to strap Sander down safely (3 on each side of bed).

Road Temp install in Cab of Truck

5. BOOM TRUCK



STANDARD SPECIFICATIONS

- Operate in stationery and mobile mode
- Steel extension boom
- 24" x 30" x 42" steel galvanized basket with Fairleads
- Yoke end mounted walk-in basket with door
- 370° hydraulic limit, non-continuous rotation
- Dual cross over relief reduces rotation overloads
- Hydraulic leveled basket
- Pistol grip lower remote control-boom functions, lower stow, start/stop, two speed
- Single-hand upper control joystick
- Upper and lower basket to cab intercom communication system
- 110-volt outlet at basket
- Open center hydraulic system
- telescopic articulated
- Non-insulated
- Hot-dipped, galvanized basket (1-person)
- 400 pounds of side pull, 50 pounds of down pull
- Fairleads for cable lashing
- Direct communication between operator and driver
- Operate in stationery and mobile mode
- Max working height: 41'
- Max side reach: 26'6"
- Stowed travel height 10'1"
- Basket capacity 350
- Articulating Arm Travel -6 to 83
- Main boom travel -25 to 75
- Extension travels 110.5"
- Utility Box bed
- Yellow safety strobes
- 2-2.5 Tone Chassis will be supplied

SECTION VI – APPENDICES

6.0 APPENDICES

Appendix A Rate Sheet

APPENDIX A – RATE SHEET

Please complete Excel Spreadsheet titled “Appendix A – Rate Sheet” included with this RFP at www.bidnetdirect.com and submit it with your proposal.