



**El Paso County
Contracts and Procurement
15 East Vermijo Avenue
Colorado Springs, Colorado 80903**

**REQUEST FOR INFORMATION #RFI-23-069-PPACG
COVER SHEET**

Release Date	May 17, 2023
Solicitation Number	RFI-23-069-PPACG
Solicitation Title	SPACE BASE DELTA 1 UTILITIES RESILIENCE STUDY
Services to be performed for	El Paso County on behalf of Pikes Peak Area of Council of Governments
Responses will be received until	10:00 A.M., MST, Wednesday, June 7, 2023 Electronically through the Rocky Mountain E-Purchasing System
For additional information please contact	Traci L. Gorman, CPPO, CPPB, Contracts and Procurement Manager Email: TraciGorman@elpasoco.com 719-520-6398
Documents included in this package	Request for Information Cover Sheet General Terms and Conditions Special Terms and Conditions Scope of Work Response Submittal Requirements Attachments

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Consultant, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the Consultant in accordance with any terms and conditions set forth in this document, and (4) that the Consultant will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission. Offers must contain, in blue ink, a manual signature of an authorized agent of the Consultant or a verifiable electronic time and date stamped signature in the space provided on all appropriate signature lines in this solicitation. **Typed names as signatures are not allowed.**

PRINT OR TYPE YOUR INFORMATION

Company Name: _____	Fax: _____
Address: _____	City/State/Zip: _____
Contact Person: _____	Title: _____
Email: _____	Phone: _____
Authorized Representative's Signature: _____	Date: _____
Printed Name: _____	Title: _____
Email: _____	Phone: _____

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1. **APPLICABILITY.** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" and/or "Responses") made to El Paso County on behalf of Pikes Peak Area Council of Governments (hereinafter referred to as "County" or "PPACG") by all prospective suppliers (herein after referred to as "Consultants") in response, but not limited to, Invitation to Bid, Invitation for Bid, Request for Proposals, Request for Information, Statement for Qualifications, and Request for Quotations (hereinafter referred to as "Solicitations").

2. **CONTENTS OF OFFER**

2.1 **General Conditions.** Consultants are required to submit their Offers in accordance with the following expressed conditions:

2.1.1 Consultants shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Consultant of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements or the compensation to the Consultant.

2.1.2 INTENTIONALLY LEFT BLANK

2.1.3 Consultants are required to state exactly what they intend to furnish to PPACG via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Consultant's Offer, it shall be construed that the Consultant's Offer fully complies with all conditions identified in this Solicitation.

2.1.4 El Paso County intends and expects that the solicitation processes of the County/ PPACG and its Consultants provide equal opportunity without regard to race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law. Accordingly, the Consultant shall not discriminate on any of the foregoing grounds in the performance of the contract.

2.1.5 All Offers and other materials submitted in response to this Solicitation shall become the property of the County/ PPACG and will be a matter of public record. Consultants must identify, in writing, all copyrighted material, trade secrets and/or other proprietary information that it claims are exempt from disclosure under the Open Records Act.

Any Consultant claiming an exemption must identify the specific provision of the Open Records Act that provides an exemption from disclosure for each item that the Consultant claims is not subject to disclosure and must submit an additional original copy of the Response with each exempt item clearly redacted. Any Consultant claiming an exemption must also state in its Response that the Consultant agrees to defend, indemnify, and hold harmless the County/ PPACG and its officers and employees from any action brought against the County/ PPACG for its refusal to disclose any purportedly exempt material, trade secrets and other proprietary information to any party making a request therefore.

Any Consultant who fails to include an exemption statement along with the additional redacted copy of the Response shall be deemed to have waived any right to an exemption from disclosure as provided by the Open Records Act.

2.2 Clarification and Modifications in Terms and Conditions

2.2.1 Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the Specifications outlined in this Solicitation, the Specifications then the Special Terms and Conditions and then the General Terms and Conditions will prevail.

2.2.2 If any Consultant contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Consultant must submit a **written request** for clarification to the County's Contracts and Procurement Manager or their designee as outlined in the Special Terms and Conditions. The Consultant submitting the request shall be responsible for ensuring that the request is received by the County's/ PPACG's buyer by the date and time listed in the Schedule of Activities for submitting question(s) or as stated in the Special Terms and Conditions.

Any official interpretation of this Solicitation must be made by the County's Contracts and Procurement Manager or their designee. The County/ PPACG shall not be responsible for interpretations offered by other employees of the County/ PPACG.

The County/ PPACG shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. Addenda will be posted on the Rocky Mountain E-Purchasing System web site (<http://www.rockymountainbidsystem.com>) as well as the El Paso County web site (<http://www.elpasoco.com>). Consultants are responsible for either revisiting one of these websites prior to the due date or contacting the Contracts and Procurement Manager or their designee named on the Cover Sheet of this Solicitation to ensure that they have any addenda which may have been issued after the initial download.

The Consultant shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

2.3 Prices Contained in Offer-Discounts, Taxes, Collusion

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2.3.2 Consultants shall not include federal, state, or local excise or sales taxes in prices offered, as the County/ PPACG is exempt from payment of such taxes. Materials purchased directly by the Consultant in conjunction with this contract will, however, be subject to applicable state and local sales taxes. These taxes shall be borne by the Consultant. Under no circumstances shall Consultant be authorized to use the County's/ PPACG's tax exemption number in acquiring such materials.

2.3.3 The Consultant, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, services, or with PPACG. The Consultant also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the County's/ PPACG's public procurement process, all Consultants are hereby placed on notice that any and all

Consultants who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

3. PREPARATION AND SUBMISSION OF OFFER

3.1 Preparation

- 3.1.1 El Paso County/ PPACG will not be responsible for any expenses incurred by any Consultant in preparing and submitting its offer.
- 3.1.2 The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Consultant must be initialed **in blue ink** by the authorized agent of the Consultant.
- 3.1.3 Offers must contain, in blue ink, a manual signature of an authorized agent of the Consultant or a verifiable electronic time and date stamped signature in the space provided on the Solicitation Cover Sheet. **Typed names as signatures are not allowed.** The original Cover Sheet of this Solicitation must be included in all Offers. If the Consultant's authorized agent fails to appropriately sign and return the original Cover Sheet of the Solicitation, its Offer shall be invalid and shall not be considered.
- 3.1.4 Prices shall be provided by the Consultant on the Solicitation's Pricing Form when required in conjunction with the prescribed method of award and shall be for the unit of measure requested. Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 3.1.5 Alternate Offers will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.
- 3.1.6 The accuracy of the Offer is the sole responsibility of the Consultant. No changes in the Offer shall be allowed after the date and time that the Offers are due.

3.2 Submission

- 3.2.1 The Offer shall be submitted via the Rocky Mountain E-Purchasing System with the Consultant's name, the RFI Number, and the RFI Title. When required in conjunction with the prescribed method of award, the County's/ PPACG's Pricing Form must be used when the Consultant is submitting its Offer. The Consultant shall not alter this form (e.g., add or modify categories for posting prices offered) unless expressly permitted in an addendum duly issued by the County/ PPACG. No other form shall be accepted.
- 3.2.2 Offers submitted via facsimile machines, mail, or email will not be accepted unless expressly permitted in the solicitation.
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- 3.3 **Late Offers.** Offers received after the date and time set for the opening will not be authorized to enter into the electronic lockbox and will be deemed as non-responsive.

4. MODIFICATION OR WITHDRAWAL OF OFFERS

4.1. Modifications to Offers. Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the County's Contracts and Procurement Division must have the Consultant's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County's Contracts and Procurement Division will be considered the valid modification.

4.2. Withdrawal of Offers

4.2.1 Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.

4.2.2 In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days after the opening. If an Offer is withdrawn by the Consultant during this ninety-day period, the County/ PPACG may, at its option, suspend the Consultant from the bid list and may not accept any Offer from the Consultant for a six-month period following the withdrawal.

5. REJECTION OF OFFERS

5.1. Rejection of Offers. The County/ PPACG may, at its sole and absolute discretion:

5.1.1 Reject any and all, or parts of any or all, Offers submitted by prospective Consultants;

5.1.2 Re-advertise this Solicitation;

5.1.3 Postpone or cancel the process;

5.1.4 Waive any irregularities in the Offers received in conjunction with this Solicitation; and/or

5.1.5 Determine the criteria and process whereby Offers are evaluated. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the County/ PPACG.

5.2 Rejection of a Particular Offer. The County/ PPACG may reject an offer under any of the following conditions:

5.2.1 The Consultant misstates or conceals any material fact in its Offer;

5.2.2 The Consultant's Offer does not strictly conform to the law or the requirements of the Solicitation;

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5.2.4 The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or specifications; or

5.2.5 The Offer has not been executed by the Consultant through an authorized signature on the Specification's Cover Sheet.

5.3 Elimination from Consideration

5.3.1 To ensure fair consideration for all Consultants, the County/ PPACG prohibits communication initiated by a Consultant or on a Consultant's behalf regarding the Solicitation to or with any County/ PPACG official or employee during the submission process, except as expressly set forth in this Solicitation. In addition, the County/ PPACG prohibits communications initiated by a Consultant or on a Consultant's behalf to or with any County/ PPACG official or employee evaluating or considering the solicitation prior to the time a decision has been made. Prohibited communications initiated by a Consultant shall be grounds for eliminating the offending Consultant from consideration.

5.3.2 An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the County/ PPACG upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the County/ PPACG.

5.3.3 An Offer may not be accepted from any person or firm which has failed to perform faithfully any previous contract with the County/ PPACG, state, or federal government, for a minimum period of three years after this previous contract was terminated for cause.

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1. **ELECTRONIC SUBMISSION OF RESPONSES:** El Paso County/ PPACG will only accept electronic bid Responses submitted through the Rocky Mountain E-Purchasing system.

The original Response must be received before the due date and time through an electronic package transmitted through the Rocky Mountain E-Purchasing system. The Consultant is responsible for ensuring its Response is posted by the due date and time outlined in the solicitation document.

If the submittal arrives late, it will not be included in the electronic lockbox.

The Solicitation Opening for RFI-23-069-PPACG will take place VIA TELECONFERENCE on June 7, 2023 @ 10:00AM utilizing the call-in information below:

Participant-guest login:

1. Dial access number: 1-719-520-7660
2. Enter the participant-guest pass code: 51488#
3. Attendee access code: 1234#

Proposers are NOT required to participate. No in person entry to our building will be permitted.

2. **SCHEDULE OF ACTIVITIES:** The following activities and dates tentatively outline the process to be used to solicit Consultant responses and to evaluate each Consultant Response.

May 17, 2023	Release Request for Information
May 24, 2023 @ 1:00 p.m.	Deadline for Submitting Questions
June 7, 2023 @ 10:00 a.m.	Response Submission Deadline

3. **PURPOSE OF SOLICITATION TO OBTAIN INFORMATION:** The purpose of this Solicitation is to provide qualified Consultants with sufficient information regarding PPACG's needs in order to adequately prepare and submit a Response for the provision of a Space Base Delta 1 Utilities Resilience Study. It is agreed and understood that Responses to this Solicitation are considered to be working documents while they are under consideration and, as such, are not subject to official bid openings. The only information released at the public opening of Responses to this Solicitation will be the names of the respondents.
4. **RESPONSE TO QUESTIONS:** Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed electronically, via the Rocky Mountain E-Purchasing system, to Traci Gorman, CPPO, CPPB, Contracts and Procurement Manager, Contracts and Procurement Division, El Paso County. The Consultant submitting the question(s) shall be responsible for ensuring that the question(s) is received by the date and time listed above in the schedule of activities for submitting the question(s).

Any official interpretation of this Solicitation must be made by an agent of the County's Contracts and Procurement Division who is authorized to act on behalf of PPACG. The County shall not be responsible for interpretations offered by employees of PPACG who are not agents of the County's Contracts and Procurement Division.

5. **SOLICITATION DOCUMENTS:** El Paso County/ PPACG officially distributes solicitation documents through the Rocky Mountain E-Purchasing System and the County's website. ***Copies of solicitations obtained from any other source are not considered official copies.*** Only those Consultants who obtain solicitation documents from the Rocky Mountain E-Purchasing System or El Paso County website will be in receipt of officially posted and relevant information regarding solicitations issued by El Paso County on behalf of PPACG. The County/ PPACG cannot be held responsible for incorrect information, nor can it attest to the accuracy of information found on websites other than the Rocky Mountain E-Purchasing System or the County's website.
6. **FUTURE RESPONSE PRECLUSION:** Consultant acknowledges that, to the extent this Solicitation involves the creation, research, investigation or generation of a future RFP, Consultant may be disqualified or precluded from responding on the subsequent RFP if the County/ PPACG determines that the Consultant used its position (whether as an incumbent Consultant, or as a Consultant hired to assist with the RFP development, or as a Consultant offering free assistance) to gain a competitive advantage on the RFP.
7. **METHOD OF EVALUATION:** It is the intent of the County/ PPACG to evaluate the proposals to this Solicitation based on the following criteria listed in no particular order:
 - Qualifications Necessary
 - Security Clearances
 - Summary of Similar Resiliency Study's
 - Estimated Cost Proposal

A more detailed description of these criteria can be found on Page 13 of this document.

If it is in the best interest of the County/ PPACG, the Evaluation Committee may invite a limited number of Consultants who received the highest scores during the written phase to provide an oral presentation and discussion. The number of Consultants who may be invited to participate in this discussion will be determined by the Evaluation Committee after the written Responses have been scored.

8. **SAMPLES OF SERVICE MAY BE REQUIRED DURING EVALUATION:** After the Responses are opened by the County/ PPACG, the Consultants may be required to demonstrate their competency and ability to provide the quality of service that will be required by the County/ PPACG. Such demonstrations will be provided to the County/ PPACG for evaluation by, and at no cost to, the County/ PPACG. If a demonstration of competency is required, the County/ PPACG will notify the Consultant of such and will specify the deadline for providing the demonstration. The County/ PPACG reserves the right to establish its own procedures for evaluating the Consultants' competencies and abilities. On the basis of these evaluation criteria, the County/ PPACG shall be the sole judge of the abilities of each Consultant in conformance with standards established in the Specifications and its decision shall be final.
9. **ELIGIBILITY OF CONSULTANTS - MUST BE ENGAGED IN PERFORMING SERVICES RENDERED:** Solicitations will only be considered from firms which are engaged in the business of performing services as described in this Solicitation. The Consultants must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term equipment and organization used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the County/ PPACG.
10. **LOBBYING PROHIBITED:** Consultants are prohibited from directly or indirectly communicating with members of the Board of County Commissioners regarding their qualifications or any other matter related to the eventual award of a contract for the goods and/or services requested in this Solicitation. Consultants are prohibited from contacting County/ PPACG employees or evaluation committee members regarding their qualifications or the award of a contract unless in response to an inquiry from an employee or committee member as part of the

formal evaluation process outlined in the Solicitation. Any violation of these provisions will result in the Consultant's immediate disqualification from the selection process.

11. INDEMNIFICATION: Indemnification – General. The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the County/ PPACG, the Board of County Commissioners, officials, officers, directors, and employees, from and against all liability, claims, demands, suits, actions or proceedings of any kind that are not the result of or directly related to the performance of professional services, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, which arise out of or are in any manner connected with this Solicitation, including workers' compensation claims, in any way resulting from or arising from the services rendered by the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Solicitation; provided, however, that the Consultant need not indemnify or save harmless the County/ PPACG, the Board of County Commissioners, its officers, agents and employees, from damages resulting from the negligence of PPACG, the County's Board of County Commissioners, officials, officers, directors, agents, and their insurers, and employees. The County/ PPACG cannot and by this Solicitation does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever.

Indemnification for Professional Services. The Consultant shall, to the fullest extent permitted by law, indemnify and hold harmless the County/ PPACG, the Board of County Commissioners, and any of its officials, officers, directors, agents, and their insurers, and employees, from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Solicitation. The Consultant is not obligated to indemnify or hold harmless the County/ PPACG for the negligent acts of the County/ PPACG, the Board of County Commissioners, or any of its officials, officers, directors, agents, and employees.

Indemnification – Costs. The Consultant shall, to the extent provided by law, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of the Consultant or, at the option of the County/ PPACG, agrees to pay the County/ PPACG or reimburse the County/ PPACG for the defense costs incurred by the County/ PPACG in connection with any such liability, claims or demands. The Consultant shall, to the extent provided by law, bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false, or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the County/ PPACG, the Board of County Commissioners, officials, officers, directors, agents and employees, the County/ PPACG shall reimburse the Consultant for the portion of the judgment attributable to such act, omission or other fault of the County/ PPACG, the Board of County Commissioners, officials, officers, directors, agents and employees.

12. EQUAL OPPORTUNITY: El Paso County intends and expects that the processes of the County/ PPACG and its Consultants provide equal opportunity without regard to gender, race, creed, ethnicity, religion, age, sex, national origin, or disability and that its Consultants make available equal opportunities to the extent third parties are engaged to provide goods and services to the County/ PPACG as subcontractors, Consultants, or otherwise. Accordingly, the Consultant shall not discriminate on any of the foregoing grounds in the performance of third parties and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with their performance (**joint ventures are encouraged**). The Consultant shall disseminate information regarding all subcontracting opportunities under this solicitation in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Consultant shall maintain records demonstrating its compliance with this article and shall make such records available to the County/ PPACG upon the County's/ PPACG's request.

13. CONFIDENTIALITY: Responses to this Solicitation are considered to be working documents while they are under consideration and, as such, are not subject to official bid openings. The only information released at the public opening of Request for Information will be the names of the respondents.

Responses submitted to the County/ PPACG for consideration shall be subject to the Colorado Open Records Law, Section 24-72-201, et seq., C.R.S. Any confidential information in the Consultant's Response shall be identified as such. Should the County/ PPACG receive a request for the release of any information in the Consultant's Response identified as confidential in accordance with the open records law, the County/ PPACG will notify the Consultant of the request and will exercise best efforts in assisting the Consultant in taking all legally available steps to resist or narrow such request. If, in the opinion of the County's legal counsel, the County/ PPACG is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the County/ PPACG may disclose such information without liability.

14. GRATUITIES AND KICKBACKS: It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee (within six months of termination from the County/ PPACG employment), or for any employee or former employee (within six months of termination from the County/ PPACG employment) to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Consultant or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. In the event that any gratuities or kickbacks are offered or tendered to any El Paso County employee or Pikes Peak Are Council of Governments, the proposer shall be disqualified and shall not be reinstated.

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1. SPECIFICATIONS

El Paso County/ PPACG is soliciting informational responses from qualified Consultants to assist the County/ PPACG in gathering the information necessary and required to build a solicitation to provide a Space Base Delta 1 Utilities Resilience Study.

It is expected that the business and their team members will have significant experience with this type of project. It is expected that the individuals overseeing and managing this project are licensed professionals. The Consultant shall be considered and shall remain an independent contractor pursuant to this Solicitation.

A. Background

PPACG has obtained funding to conduct a climate, energy, and utilities resiliency study. The study is to be informed by the Objectives of the Air Force Climate Action Plan (AF CAP) and is intended to enhance the resiliency of the installations and strengthen the local community's ability to support the missions and installations of the future through the provision of the utilities services required by them. The study will utilize the CAP and references embedded therein as well as the results of recent Utilities related studies including, but not limited to, the Installation Energy Plans and ERE's analyzing both natural and man-made vulnerabilities and risks, and making recommendations on how the surrounding communities can best respond to and support the Commander's Priorities and the resiliency of Space Base Delta 1.

B. Statement of Need

The Pikes Peak Region hosts three Space Base Delta 1 installations commanded from Peterson Space Force Base and inclusive of Schriever Space Force Base, and Cheyenne Mountain Space Force Station, all of which are key to our nation's defense. The resiliency and reliability to the installations are of the utmost importance. Each of the Space Base Delta 1 installations is experiencing significant growth in mission operations and personnel, which correspondingly impacts the surrounding communities that support them, resulting in significant residential, business and traffic growth. Assuring dependable and secure power, water, natural gas and fuel supply, control systems and broadband/cyber utilization and reliability, consistent with the AF CAP objectives are therefore critical, along with an analysis of physical environmental conditions and age as well as projected future demand requirements that might affect their utilization, security, capacity, affordability, and reliability.

C. Partners

- Pikes Peak Area Council of Governments (PPACG) (Lead Agent)
- El Paso County (Contracting Agent)
- Defense Mission Task Force (DMTF)
- City of Colorado Springs
- Colorado Springs Utilities
- Cherokee Metropolitan Water District
- Black Hills Energy
- Mountain View Electric
- SBDI Installation Commander+ Team
- Contractor(s)

2. REQUIRED DOCUMENTATION

Failure to provide required information may deem your submittal non-responsive. Submittals must contain, in blue ink, a manual signature of an authorized agent of the Consultant or a verifiable electronic time and date stamped signature in the space provided on all appropriate signature lines in this solicitation. **Typed names as signatures are not allowed.**

- Proprietary / Confidential Statement
- Exhibit 1 – Lobbying Certification
- Exhibit 2 – Non-Collusion Affidavit

3. EVALUATION CRITERIA

The evaluation committee will evaluate Responses based on the following criteria not listed in any order of importance:

- Qualifications Necessary
 - Provide details on the necessary qualifications, certifications, etc. required to complete the Resiliency Study
 - Provide details on the required performance standards to complete the Resiliency Study
 - Provide details on the experience necessary to complete the Resiliency Study
- Security Clearances
 - Provide details on the necessary security clearances needed by individuals that would be assigned to the Resiliency Study
- Summary of Similar Resiliency Study's
 - Provide a summary of any similar Resiliency Studies that have done for military installations to include primary issues addressed, timelines, a broad overview of the findings and recommendations made
 - Provide a Statement of Work outlining what needs to be accomplished during a Resiliency Study
 - Provide mandatory qualifications/ specifications/ documentation needed for the Resiliency Study
- Estimated Cost Proposal
 - Given the nature of the resiliency analysis presented in this RFI, please provide a rough estimate of both the amount of time this may require and a range of likely costs

4. RESPONSE FORMAT

Failure to respond in the required format or failure to provide required information may deem your submittal non-responsive.

To facilitate an effective evaluation process, responses must be submitted on 8.5" x 11" inch paper, with a minimum font of 10, and all pages should be numbered in the following manner: page __ of __ pages with a maximum of seventy-five (75) pages. All acronyms in the response must be defined.

Attachments/Exhibits included in this solicitation that require signature and/or are a required document to be returned with your Responses shall be included as an exhibit to your Responses and will not be included in the 75-page limit. Schedules, if applicable, may be submitted on 11" x 17" sheets and are counted as one page (limit of five pages).

Submittals should be prepared simply and economically providing a straightforward, concise description of the Consultant's ability to fulfil the requirements of this Solicitation.

ELECTRONIC SUBMISSION OF RESPONSES: El Paso County will only accept electronic Responses submitted through the Rocky Mountain E-Purchasing system.

The original Response must be received before the due date and time through an electronic package transmitted through the Rocky Mountain E-Purchasing system. The Consultant is responsible for ensuring its Response is posted by the due date and time outlined in the solicitation document.

If the submittal arrives late, it will not be included in the electronic lockbox.

ALL signatures on required documents must be in blue ink or a verifiable electronic time and date stamped signature in ONE PDF document.

- A. Provide response without reference to El Paso County/ PPACG logo in **one** PDF document
- B. Submit response in a tab format that follows a clearly outlined Table of Contents that identifies all material and attachments that comprise your response by section and by page number. I.e. – Required Documentation section, Evaluation Criteria section, etc.
- C. Cover Letter, one-page limit. Submit a Cover Letter on official business letterhead.
- D. Provide documentation that satisfies the Required Document Requirements
- E. Provide documentation that satisfies the criteria to be evaluated
- F. Provide the completed and signed Cover Sheet
- G. Addendum(s) Acknowledgement, if applicable
- H. Pricing Form
- I. Additional Attachments, if applicable

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Provide a rough estimate of both the amount of time this may require, and a range of costs associated with a Space Base Delta 1 Utilities Resilience Study on an Excel Spreadsheet.

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I/We acknowledge that subsequent to evaluation of this response, all of, or part of this submittal may be released to any person or firm who may request it, as prescribed by the State of Colorado Open Records Act CRS 24-72-201 et seq., as amended, and that:

_____ None of this submittal is considered proprietary and/or confidential

OR

_____ The portions/pages of this submittal identified below are proprietary and/or confidential for the reasons stated (cite the specific exemptions allowed by the Colorado Open Records Act/Government Code). **A clearly identified redacted softcopy of the original Response is required if this section is selected.**

Page:	Code:	Reason:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

General reference to Freedom of Information Act (FOIA) or Colorado Open Records Act (CORA) is not sufficient justification. The County/ PPACG has the final discretion in determining whether information is subject to disclosure under CORA.

I/We acknowledge that the above statements may be subject to legal review and challenge.

Signature below indicates that applicant has read all the information provided above and agrees to comply in full. This form is considered as a section of the Request for Information, RFI-23-069-PPACG and therefore, this signed document shall be considered and fully submitted with the original package.

Authorized Representative's Signature

Date

Printed Name

Title

Company Name

EXHIBIT 1: RESTRICTIONS ON LOBBYING CERTIFICATION

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

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

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

I DO CERTIFY

I DO NOT CERTIFY

Proposer: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT 2: NON-COLLUSION AFFIDAVIT

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

1. That I am an officer or employee of _____ (proposing entity) having the authority to sign on behalf of the corporation, and,
2. That the prices in the attached Response were arrived at independently by _____ (proposing entity) without collusion, consultation, communication, or any agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any other competitor regarding an understanding, or planned common course of action with any other Consultant of materials, supplies, equipment, or service described in the RFP/IFB designed to limit independent Responses or competition; and
3. That unless otherwise required by law, the contents and prices contained in the Response have not been communicated by _____ (proposing entity) or its employees or agents to any person not an employee or agent of _____ (proposing entity), or its surety on any bond furnished with the Response, and will not be communicated to any such person prior to the official opening of the Response; and,
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

I DO CERTIFY

I DO NOT CERTIFY

Proposer: _____

Signature: _____

Title: _____

Date: _____