**El Paso County**

**Contracts and Procurement**

**15 East Vermijo Avenue**

**Colorado Springs, Colorado 80903**

**REQUEST FOR PROPOSAL #RFP-25-064**

**COVER SHEET**

# Logo El Paso County Established 1861

Release Date July 9, 2025

Solicitation Number RFP-25-064

Solicitation Title **PEYTON AREA ROADS DESIGN SERVICES: RAILROAD, MAIN, AND FRONT STREETS**

Services to be performed for El Paso County Department of Public Works - Engineering Department

Responses will be received until 2:00 P.M., MT, Wednesday, August 6, 2025

 Electronically through the Rocky Mountain E-Purchasing System

For additional information please contact Matthew Marter, CPPB

 Procurement Specialist

 Email: matthewmarter@elpasoco.com

 Phone: (719) 520-6663

Documents included in this package Request for Proposal Cover Sheet Executive Summary

Specifications

Special Terms and Conditions General Terms and Conditions Response Submittal Requirements Attachments

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (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 Contractor in accordance with any terms and conditions set forth in this document, and (4) that the Contractor 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 Contractor 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:

Address: City/State/Zip:

Contact Person: Title:

Email: Phone:

Authorized Representative’s Signature: Date:

Printed Name: Title:

Email: Phone:

**REQUEST FOR PROPOSAL #RFP-25-064 EXECUTIVE SUMMARY**

**OFFICIAL SOLICITATION DOCUMENTS:** El Paso County 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 Contractors 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. The County 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.

**PURPOSE OF SOLICITATION:** El Paso County is requesting proposals from qualified, experienced, professional Consultants to furnish all services, labor, materials, and equipment necessary for professional services for the **Peyton Area Roads Design Services: Railroad, Main & Front Streets** **(“The Project”).**

There is El Paso County oversight of the Project.

The Project is being funded through the following sources: Pikes Peak Rural Transportation Authority (PPRTA) and El Paso County. There will be no Federal or State (CDOT) oversight of the project. There is no DBE goal associated with the design of this project. This project is not subject to Davis-Bacon requirements.

The County of El Paso, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all proposer that it will affirmatively ensure that any contract entered into pursuant to this solicitation, disadvantaged business enterprises (DBE) will be afforded full and fair opportunity to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**TERM OF CONTRACT: MULTI-YEAR:** This is a multi-year (4-year) agreement by where the services of the Consultant shall be in effect September 15, 2025, through August 31, 2029. The initial term of this Agreement shall be in effect approximately September 15, 2025, through December 31, 2025, at which time the PPRTA and the County shall have the option to continue the Agreement for three (3) additional one-year terms under the same terms and conditions of the original Agreement upon approval of annual appropriation each year of the contract. Continuation of the Agreement beyond the initial period is a PPRTA and County prerogative and not a right of the Consultant and will be exercised only when such continuation is clearly in the best interest of PPRTA and the County.

**NON-APPROPRIATION:** Pursuant to C.R.S.§ 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. The awarded agreement will automatically terminate on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non- appropriation.

**SCHEDULE OF ACTIVITIES:** The following activities and dates tentatively outline the process to be used to solicit Contractor responses and to review each Contractor Response:

July 9, 2025 Release Request for Proposal

July 17, 2025 @ 1:00 p.m. RECOMMENDED Pre-Solicitation Meeting

July 21, 2025 @ 9:00 a.m. Deadline for Submitting Questions

August 6, 2025 @ 2:00 p.m. Response Submission Deadline

September 2025 (estimated) Issue Notice of Intent to Award

**PRE-SOLICITATION MEETING:** A pre-solicitation meeting will be held as shown above in the Schedule of Activities, at 3275 Akers Drive, Colorado Springs, CO 80922. A representative of the Contractor is encouraged to attend this meeting in order to become familiar with the Specifications.

**EXAMINATION OF SITE AND CONTRACT DOCUMENTS IS RECOMMENDED:** The Contractor is advised to

carefully examine the requirements outlined in the Specifications. It is not the intent of the specifications to cover each and every detail. Any problems that may arise must be promptly reported to the County and will be subject to the decision of the County. The submitter is expected to carefully examine the size and scope of the proposed work prior to submitting its submittal. The Submitter certifies that it has examined the location of the proposed Work and is familiar with the specifications and all contract documents related thereto, and the local conditions at the place where the Work may be performed. The Submitter should carefully check all the quantities and understand that the County will not be responsible for any errors or omissions on the part of the Submitter in making their submittal.

**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 Matthew Marter, Procurement Specialist, Contracts & Procurement Division, El Paso County. The Contractor 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).

**ACCESSIBILITY:** Should the Contractor provide a service which provides information and communication technology (ICT), the Contractor shall make commercially and technologically reasonable efforts to comply with all applicable provisions of C.R.S. §24-85-101, et seq., and the Accessibility Standards for Individuals with a Disability as established by the Governor’s Office of Information Technology (OIT) pursuant to Section C.R.S. §24-85-103 (2.5). Contractor shall also make commercially and technologically reasonable efforts to comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. The Contractor who provides ICT will also procure and provide an accessibility and compliance report utilizing the current [ITIC Voluntary Product Accessibility Template (VPAT 2.5Rev WCAG)](https://www.itic.org/advocacy/resources/?policy=vpat-training) and/or manual testing reports from a qualified testing company to demonstrate reasonable efforts to comply with all State of Colorado technology standards.

**REQUEST FOR PROPOSAL #RFP-25-064**

SUMMARY OF WORK / SPECIFICATIONS

# Logo El Paso County Established 1861

El Paso County is soliciting responses from qualified, experienced, professional Consultants to furnish all materials and labor as necessary for the Peyton Area Roads Design Services: Railroad, Main & Front Streets Project.

The County of El Paso, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all proposer that it will affirmatively ensure that any contract entered into pursuant to this solicitation, disadvantaged business enterprises (DBE) will be afforded full and fair opportunity to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Project is being funded through the following sources: Pikes Peak Rural Transportation Authority (PPRTA) and El Paso County. There will be no Federal or State (CDOT) oversight. El Paso County and PPRTA will have oversight of the project. There is no DBE goal associated with the design of this project. This project is NOT subject to Davis-Bacon requirement

It is expected that the business and its team members will have significant experience with this type of work. It is expected that the individuals overseeing and managing this project are qualified professionals. The successful Consultant shall be considered and shall remain an independent Consultant throughout the term of any contract awarded pursuant to this Solicitation.

The successful Consultant shall be solely responsible for scheduling and coordinating work of the subconsultants, suppliers, and other individuals or entities performing or furnishing any of the work under direct or indirect contract with the successful Consultant.

The successful Consultant shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, and incidentals necessary for performance, start up, and completion of the services outlined in this Solicitation.

# 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 Contractor 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.**

* 1. Contractor Information Form
	2. Proprietary / Confidential Statement
	3. Subcontractor list (if applicable)
	4. Exhibit 1 – Exceptions Form
	5. Exhibit 2 – Lobbying Certification
	6. Exhibit 3 – Non-Collusion Affidavit
	7. Exhibit 4 – Minimum Insurance Requirements
	8. Completed and signed Cover Sheet
	9. Addendum(s) Acknowledgement, if applicable
	10. Universal Entity Identifier (UEI) Number
	11. Fee Schedule
	12. Evaluation Criteria Documentation
	13. Work Plan and Schedule

# SCOPE OF WORK

Peyton, Colorado is an unincorporated community exurb in El Paso County. It lies along US 24, about twenty-five miles northeast of Colorado Springs. The current population is approximately 214 (US Census Bureau, 2020).

In 2023, a Drainage & Transportation Master Plan was completed by El Paso County. The goal of the Plan was to provide a comprehensive evaluation of the existing drainage, roadway and traffic conditions throughout Peyton by developing an understanding of Peyton’s drainage and roadway infrastructure and potential solutions to existing problems. Concept Plans were developed with the primary focus on the area of Railroad, Main & Front Streets, which were further codified in the Addendum. Design upgrades to the Railroad, Main & Front Streets will provide the initially needed infrastructure improvements to Peyton.

Key drainage & transportation considerations include:

* Managing Off-site and On-site run off appropriately,
* Accounting for any necessary wetland mitigation,
* Sizing drainage features to convey peak flows, through urban and rural road profiles,
* Including water quality detention and treatment features to mitigate runoff impacts, if need be,
* Providing curb and gutter within any proposed urban sections,
* Providing parking solutions for Railroad & Main Streets,
* Providing intersection improvements, including alternatives at the Railroad Street & Peyton Highway connection
* Consider trail connections, pedestrian/bicycle access from the Rock Island Trail.

The Project is being funded through the following sources: PPRTA and El Paso County. There will be no Federal or State (CDOT) oversight. El Paso County and PPRTA have oversight of the project. There is no DBE goal associated with the design of this project. This project is not subject to Davis-Bacon requirements.

Proposed Condition Assumptions: The proposed improvements shall be designed in accordance with the El Paso County and CDOT standards as well as with recommendations published in the Peyton Drainage & Transportation Master Plan & Addendum. Existing infrastructure may need to be added, replaced, or relocated as needed. Adjacent roadways may require modification to the vertical and/or horizontal profiles and appropriate drainage modifications to construct the improvements. Alterations to existing drainage systems will be required.

Improvements shall minimize property impacts and property acquisition to the extent practicable. Acquisition of right-of-way, permanent easements, and temporary easements on behalf of the County, are anticipated but shall be determined during design.

Utility impacts are anticipated. The consultant shall identify all utility impacts and shall minimize utility impacts to the extent practicable.

# AVAILABLE INFORMATION

Upon request, the following information shall be made available to the Consultant, at no cost, through a License Agreement with El Paso County that will be completed after the Notice to Proceed date. The County Project Manager will initiate the correspondence with the County’s IT group and the Consultant shall fill out the application provided. The Consultant shall assume that it will take about three (3) weeks to receive the information after the application for the License Agreement has been submitted.

Aerial photography of corridor flown in 2014, 2016, 2018, and 2020; one-foot resolution; GeoTIF format.

Two-foot contours suitable for preliminary design phase (verses final design) two-foot contours; flown in 2011; ESRI shapefile format AND/OR ESRI elevation grid; 1.4-meter resolution.

Assessor’s parcel features geospatial dataset with attributes available (beyond schedule number).

Land Uses using County land use categories for 2005 thru 2030.

Water features geospatial dataset, including creeks, lakes/reservoirs, wetlands. Wetlands data has been certified by the United States Fish and Wildlife Service.

Floodplains.

Drainage Basin boundaries.

(viii)Soils geospatial dataset originally developed by Natural Resources Conservation Services (NRCS).

Wildlife habitat or wildlife impact geospatial datasets originally developed by the Colorado Department of Wildlife.

Additionally, the following documents are available on the El Paso County, Colorado website at:

<https://publicworks.elpasoco.com/policies-manuals/>

* El Paso County Engineering Criteria Manual, adopted 12/23/2004, revised 12/13/2016 or Revision Six (6)
* ECM Revision October 2020 Implementation Directive 6.23.2020
* Drainage Criteria Manual Volume one (1) and Volume one (1) Updated
* Drainage Criteria Manual Volume two (2)
* Pikes Peak Region Asphalt Paving Specifications, Version 6, March 28, 2022

CDOT Manuals, Bulletins and Guidelines can be found on CDOT’s website at:

<https://www.codot.gov/library/manuals>

The Colorado Springs City Traffic Signal Installation and Parts Specification can be found at:

<https://csfd.coloradosprings.gov/sites/default/files/traffic_signal_specs_07-15-2020.pdf>

# DEFINITIONS

For clarity in the assignment of responsibilities, the following definitions may have been used:

|  |  |
| --- | --- |
| AASHTO | American Association of State Highway and Transportation Officials |
| ACOE | Army Corps of Engineers (may also be referred to as USACE) |
| BOCC | Board of County Commissioners |
| CDOT | Colorado Department of Transportation Region 2 |
| County | El Paso County Public Services Department |
| DBE | Disadvantaged Business Enterprise |
| EPC | El Paso County, Colorado |
| FEMA | Federal Emergency Management Agency |
| FHWA | Federal Highway Administration |
| LOCAL AGENCY | El Paso County, Department of Public WorksJoshua J. Palmer, PE, County Engineer3275 Akers Drive, Colorado Springs, CO 80922 |
| State | Colorado Department of Transportation, Region 2 |
| USFWS | United States Fish and Wildlife Service |

# PROJECT COORDINATION

The Consultant shall work closely with the EPC PM to identify impacted or interested parties and to develop strategies and action plans for facilitating communications, obtaining information, and coordinating regulatory approvals, utility issues, and property acquisition as required for advancing the project. Continuous coordination with Utility Providers will be required from concept to final design and into construction.

The Consultant shall take the lead in scheduling and coordinating all meetings necessary to coordinate with the stakeholders, other affected parties, agencies, and utilities with respect to the project schedule. The Consultant shall facilitate these meetings and provide meeting agendas to all participants prior to the meeting. The Consultant shall provide meeting minutes and track discussion and action items generated by the meeting attendees. The Consultant shall not schedule or attend meetings with agencies, developers, or other outside parties without the direction and approval of the EPC PM. EPC PM shall review the project schedule and the Consultant will maintain it throughout the project.

At least bi-weekly progress meetings will be held with the EPC PM and informal progress plans will be provided for discussion. Assume half telecom and half face-to-face meetings for the duration of the design. Milestone meetings will be required, such as, the kickoff meeting with El Paso County (EPC), FIR plan review, ROW plan review (ROWPR) with EPC, and FOR plans and specifications review with EPC. The Consultant shall not proceed with project tasks until approved by the EPC PM.

The Consultant shall contact and coordinate utility locations with all utility providers within the Project area during design.

Unless otherwise specified in writing, all deliverables shall be submitted to the EPC PM for distribution. Following review by County staff and other team members, requested changes, modifications or additions to plans shall be made by the Consultant.

# TRAFFIC ANALYSIS UPDATE

# A traffic analysis was included as part of the completed Drainage & Transportation Master Plan. This study shall be updated based on current (2025) roadway traffic volumes / traffic counts as necessary. The Consultant shall provide traffic counts and turning movement counts at applicable intersections to determine whether the proposed intersection improvements are valid.

# CONCEPTUAL AND PRELIMINARY ENGINEERING AND ROW PLANS

The goal of this task is to develop conceptual design and preliminary engineering for the project area. This task will require assessment of existing available information necessary to define alignments, right-of-way and easement issues, utility issues, property ownership and acquisition requirements, and environmental and permitting issues and requirements that will have to be studied and further developed in the final design phase of the project. The design (Construction Plans) shall be in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual, Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction (latest edition prior to advertisement for construction), CDOT M&S Standards (latest editions prior to advertisement for construction) or the El Paso County *Engineering Criteria Manual*, whichever is more strict, and it shall comply with applicable requirements of the Americans With Disabilities Act (ADA), and applicable federal, state, and local regulations and standards. The Consultant will provide FIR (approximately 30%) level plans and specifications for review and approval prior to proceeding with final design.

Permission to Enter (PTE) forms will be needed for all work on private property, including, but not limited to: survey work, geotechnical boring and testing, utility locates and potholing, and environmental permitting surveys. Multiple work activities may be included on a single PTE form. PTE forms must be prepared by the Consultant and have signed approval by the property owner’s prior entry.

**Work in the Right of Way Permits**: The Consultant AND its subconsultant(s) shall obtain Work in the Right of Way permit(s) from El Paso County (EPC) for all work in the EPC ROW. This includes, but is not limited to surveying, geotechnical borings, potholing, etc. EPC work in the Right-of-Way permit fees will be waived.

The EPC Work in the ROW permit(s) will require the following:

Provide traffic control in accordance with the Manual on Uniform Traffic Control Devices. A Method of Handling Traffic plan shall be submitted with the Work in the ROW application.

The Consultant shall have, and will need to provide proof of, the appropriate bond ($20,000) and insurance ($1,000,000) per Section 5.2.7.F of the El Paso County Engineering Criteria Manual ECM. Bonding will be waived in its entirety for all work that does not cause a disturbance i.e., topographic surveying, environmental surveys, traffic counts or similar.

The EPC Work in the ROW permit application can be found here: <https://publicworks.elpasoco.com/forms-applications/>

EPC applications shall be submitted to a central email address: rowpermit@elpasoco.com.

**Design Survey:** Upon request, the County will make available two-foot contours through License Agreement with El Paso County that may be used to produce digital topography for planning purposes. The two-foot contours are not sufficient for final design purposes.

The Consultant shall provide a design survey to establish control, verify existing topography and planimetrics, and identify existing monumentation. The survey coverage should extend to a sufficient distance either side of the existing roadway centerline and upstream and downstream of existing and proposed drainage structure to provide adequate data for the proposed roadway and drainage improvements. The Consultant shall provide base mapping for 0.1-foot final design drawing accuracy and to include a one (1) foot contour interval for topography. The mapping shall utilize ground coordinates and the NAD88 vertical datum.

**Geotechnical and Subsurface Investigation Repor**t: The Consultant shall identify soil and subsurface information requirements necessary to advance the design. The Consultant shall develop a detailed geotechnical investigation plan including borings and/or test pits for obtaining the information. The Consultant shall prepare a geotechnical and subsurface investigation report that summarizes the findings and establishes the design parameters for the various project elements. **For estimating purposes, the Consultant shall assume that the following will be required: four (4) total borings, a boring to a minimum depth of 10 feet at each end of Railroad Street and an additional boring on both Main & Front Streets. If the Proposer believes that additional borings will be necessary, this should be stated in the proposal and included in the estimated cost.**

**Subsurface Utility Engineering (SUE):** When required, the Consultant shall provide Subsurface Utility Engineering following the requirements described in [Senate Bill 18-167](http://leg.colorado.gov/sites/default/files/documents/2018A/bills/2018a_167_enr.pdf).

The Consultant shall provide ASCE 38 Quality Level A (QL A) for areas of known impact and Quality Level B (QL B) or QL C for the remainder of the project area. The location of privately owned and maintained utilities such as sprinkler systems or similar shall be included in the work. Potholing / Utility Test Holes shall be completed upon Concept Plan approval to establish QL A. The Proposal shall state the estimated number of potholes they believe will be necessary in their proposal and are included in the estimated cost.

The Consultant shall contact and coordinate with utility companies.

Exhibits/plans shall clearly identify the existing location of the utilities. The preliminary exhibits/plans shall be distributed to all affected utility companies in the corridor for review and comment. The Consultant may be required to obtain title commitments to assist with property boundaries.

**Utility Coordination:** The improvements may impact existing utilities. All existing utility systems must be considered in the design. The Consultant shall contact and coordinate with utility companies at each project location during conceptual design and preliminary engineering. A letter with exhibits notifying utilities of potential impacts and requesting information will be sent via email to all known providers within each project area. The County will provide the letter template. Plans shall clearly identify the existing location and proposed relocation of the utilities. The Consultant shall determine utility requirements within the roadway right-of-way and identify any easement or acquisition requirements that may be necessary for relocation. The preliminary plans shall be distributed to all affected utility companies within each project location for review and comment. A utility coordination meeting will be held, and the Consultant shall implement the results of these investigations and recommendations into the construction and ROW plans.

**Environmental Clearances / Permitting:** The Consultant shall investigate conditions within the project areas and identify any required environmental permitting or environmental clearance requirements necessary to advance the projects, e.g. ISA checklist, floodplain permitting, wetlands mitigation/permitting, threatened and endangered species, migratory birds, water quality issues, etc. All Work shall be in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA), as applicable.

The Consultant shall take the lead in coordination with applicable environmental agencies such as local, state, and federal agencies, U.S. Army Corps of Engineers (USACE), Colorado Division of Wildlife, US Fish and 6Wildlife, and the Regional Floodplain Administrator, to determine appropriate processes and any permitting required. These efforts shall commence immediately upon Notice to Proceed.

An area north of the Railroad Street – Peyton Highway intersection is located within a Floodplain (FEMA map panel: 08041C0375G) Zone A. Depending on the final proposed intersection alignment, a Floodplain Development Permit through the Regional Building Department (Pikes Peak Regional Development Center) may be required. Anticipate the Consultant will design improvements so that proposed construction shall demonstrate less than a six (6) inch rise in this area.

**Drainage Report:** The Consultant shall compile and review drainage reports, drainage basin studies, and FEMA floodplain information for the project area, including that included in the Drainage & Transportation Master Plan. The Consultant shall provide Project-specific hydrology and hydraulics calculations and complete a project Drainage Report in compliance with the El Paso County Drainage Criteria Manual; Volume 1, Chapter 4 – Drainage Report Requirements. The Drainage Report shall include the following components, at a minimum, unless the County specifically waives them:

* Summary of existing drainage system
* Maps indicating existing drainage system in study area
* List all criteria followed for hydrology and state whether the existing conditions meet these criteria. If not, state the required modifications so that it can be met.
* List all deviations from the County Engineering Criteria and include supporting information.
* Include an engineer’s certification page with the engineer’s stamp, signature, and date.
* A Drainage Report Checklist can be accessed on the EPC Planning and Community Development Website at the following link:

<https://planningdevelopment.elpasoco.com/planning-development-forms/#1643393391537-a0dac52d-1b3b>

The Consultant shall analyze and address all stormwater requirements to ensure that the Project is compliant with the El Paso County MS4 permit. The analysis and backup documentation shall be presented in a report or memo format and may be incorporated into the Drainage Report. Structures, if required shall be designed to handle the 100-year storm, per County standards. Water surface profiles for the design storms and flood delineation, including FEMA floodplain, as applicable, shall be evaluated and included with the report.

**Stormwater and Water Quality:** The Consultant shall analyze and address all stormwater and water quality requirements to ensure that the Project is compliant with the El Paso County MS4 permit and the Engineering Criteria Manual (appendix I). The analysis and backup documentation shall be presented in a report or memo format and may be incorporated into the Drainage Report. A checklist shall be completed by the Consultant to determine the need/lack of need for a CDPHE-CDPS permit. The need/lack of need for the facilitation of water quality requirements shall be completed using the following form which can be accessed on the EPC Stormwater page of the Public Works website using the following link:

<https://assets-publicworks.elpasoco.com/wp-content/uploads/Stormwater/Current_Website/PBMP-Applicability-Form-1.pdf>

The Consultant shall determine any property acquisition requirements that may be required for managing stormwater quality. The Consultant shall implement the results of these investigations and recommendations into the construction and ROW plans.

**Conceptual Property Impacts:** The Consultant shall provide a list and exhibit(s) to the EPC PM identifying all properties that are likely to be impacted by the project. The Consultant may obtain TBD title commitments for an approved list of properties. Applicable information will be included in the conceptual design package and preliminary plans. For estimating purposes, the Consultant shall assume that ten (10) TBD commitments will be required.

**Conceptual Design Package:** The Consultant shall develop/update conceptual design package that defines the improvements that will be advanced into the preliminary and final design stages and incorporates the findings from the investigations identified in the above items. The conceptual design packages shall include the design criteria, conceptual construction drawings, ROW and easement memo and exhibit (s), phasing, cost estimates, and a construction schedule. At a minimum, the conceptual drawings shall include base mapping and plan drawings (scale: 1” = 100’) showing existing conditions, proposed improvements, existing utility lines and corridors, existing and proposed ROW and/or easements, environmentally sensitive lands that are affected by the improvements, preliminary vertical alignment information, as well as, typical cross-sections showing road lane widths, shoulders, trail widths, curb & gutter, sidewalk, slopes, drainage element and utility corridors, as appropriate. Standard plan sheet size shall be 11”x17”.

**Erosion Control / Stormwater Management / Water Quality:** The Consultant shall fill out the EPC Stormwater Checklists to determine water quality applicability and stormwater permitting applicability. A Grading and Erosion Control Plan, detail sheets (as appropriate) and CDOT’s standard SWMP sheets (as appropriate) shall be incorporated into the construction plan set. Grading and Erosion Control and SWMP Checklists can be accessed on the EPC Stormwater page of the Public Works website using the following links:

<https://assets-publicworks.elpasoco.com/wp-content/uploads/Stormwater/Current_Website/GEC-Checklist-Template-1.pdf>

<https://assets-publicworks.elpasoco.com/wp-content/uploads/Stormwater/Current_Website/SWMP-Checklist-Template.pdf>

**Preliminary Construction Documents:** The Consultant shall prepare preliminary construction plans to include, at a minimum: roadway plans and profiles, existing and proposed ROW and easements, typical roadway sections and details, existing and proposed utilities and relocations, drainage improvements, construction and post-construction stormwater quality BMPs. A detailed outline of anticipated project specifications shall be provided based on the preliminary plans.

**Preliminary ROW Plans (as applicable):** Based upon the design and title work, the Consultant shall prepare preliminary right-of-way (ROW) plans describing existing and proposed ROW and non-exclusive permanent and temporary easements on behalf of El Paso County if deemed applicable. The format shall be similar to that used by the Colorado Department of Transportation. Templates may be found online at:

<https://www.codot.gov/business/manuals/right-of-way/Chapter%202%20-%20ROW%20Plans/ROW%20Plan%20Templates>

**Staging Plans / Traffic Control:** The Consultant shall provide recommendations and prepare preliminary staging plans for the improvements including lane closures, detours, and maintenance of traffic provisions that will be required during each phase of construction.

**Cost Estimate and Schedule:** A preliminary construction cost estimate and construction schedule shall be provided based upon the preliminary construction drawings. The estimate and schedule will include all elements that will impact the project, including, but not limited to: utility relocations, construction, and contingencies. The CDOT cost data book and/or similar recently bid or constructed projects will be the basis for the unit prices unless more accurate local information is available

.

**Concept/Preliminary Deliverables:** All deliverables shall be provided with hard copy and electronically. They shall be clearly organized and indexed for easy access and retrieval. The Consultant shall schedule work efforts and resources to produce the required reports and documents identified for this task immediately following Notice to Proceed. Prior to document submission, the Consultant shall also provide draft and/or progress documents to the County in sufficient time to allow County review and incorporation of comments into the final document submittal. For scheduling purposes, the Consultant should allow 10 to 15 working days for County review, depending on the size and complexity of the report/document submission. Draft and final submissions should be reflected on the project schedule. As final deliverables shall be in compliance with Accessibility Standards for Individuals with a Disability, all conceptual and preliminary deliverables shall be in compliance and proof of compliance must be provided before proceeding with final deliverables. EPC may request justification from the Consultant and/or subconsultants for lack of compliance. Coordination and with EPC staff to verify compliance and/or test the deliverables will be available. See the Executive Summary and General Terms and Conditions for additional information.

**Public Meeting:** Upon approval of conceptual design and any selected alternatives, the County will schedule a public meeting. The meeting will be located near the project site and scheduled on a weekday evening. The purpose of the meeting will be to inform the public and more specifically the impacted business owners and residents about the project and generally describe the proposed improvements / alternatives. The public meeting will be formal and will include a presentation and a formal Q&A.

The Consultant shall assume the following effort:

* + One member of the Consultant’s team shall attend the meeting (approximately 3 hours)
	+ Consultant will provide large exhibits depicting the proposed alternatives / intersection improvements
	+ Consultant will prepare FAQs and comment cards for attendees

Informal progress plans / specifications / reports (as applicable) shall be provided by the Consultant for discussion at all progress meetings. Hard copy or electronic format will be dependent upon the type of meeting (i.e., telecom or face to face).

Conceptual Deliverables (FIR-30%) include:

* Geotechnical and Subsurface Investigation Report
* Utility and Permitting Memorandum
* Environmental Impacts, Clearance Requirements, and Permit Requirements Memorandum
* Draft Drainage Report

Conceptual Deliverables (FIR-30%) include (continued):

* Property Impacts Memorandum with 30% Right-of-Way Plans (11x17 sets)
* Design Criteria & Conceptual Design Drawings (11x17 sets)
* Conceptual Phasing Recommendation, Cost Estimate, and Construction Schedule
* FIR plan review meeting with EPC

Preliminary Deliverables (60%) include:

* Drainage Report
* Preliminary Environmental Reports
* Preliminary Grading and Erosion Control Plan
* Stormwater Checklists
* SUE
* Preliminary Construction Drawings (11x17 sets)
* Right-of-Way Plans (11x17 sets) (ROWPR with EPC)
* Preliminary Project Specifications & CDOT Standard Special Provisions Outline
* Preliminary Traffic Control Plan (11x17 sets)
* Preliminary Design Cost Estimate and Construction Schedule
* FOR plan review meeting with EPC
1. **FINAL ENGINEERING/DESIGN SERVICES**

Based on the preliminary design and contract documents approved by the County, the Consultant shall prepare final designs and construction documents for bidding, in hardcopy and electronic format as required by the County. Prior to commencing final plan production, all salient features of the preliminary plan shall be determined for the roadway and approved by the County.

A plan submittal shall be made in preparation for the Final Office Review (FOR). The FOR plan (approximately 90%) submittal shall be reviewed and approved by the County prior to final plan production.

* **Construction Documents:** The Consultant shall prepare final design and final construction documents for bidding. The construction documents will be finalized following the plan format provided by the County. Standard plan sheet size shall be 11x17. Construction drawings shall be signed and sealed by a Professional Engineer licensed in the State of Colorado. Checklists including all final design elements will be provided under separate cover.

Production of roadway, plan and profile sheets will be developed on a 1” = 100’ scale horizontal, and 1” = 20’ scale vertical, unless otherwise approved. All data (i.e., construction centerline line and curve data) for construction shall be delineated and labeled on the plan and profile drawings in addition to the horizontal control drawings. Grading plans, separate from the plan and profile drawings, shall also be produced at a scale no smaller than 1” = 100’ and shall include all drainage related grade information including inverts and top of grade for all existing and proposed drainage structures, channels, etc. Provide cross sections at minimum 25-foot increments and at helpful locations. Include cut/fill data for each section, either on the cross-section sheets or in a summary report. Special details required for the roadway construction shall be prepared and included in the plan set. Utility relocations, as well as existing utilities, shall be included and clearly delineated in the plan set.

The plans shall include Summary of Approximate Quantities (SAQ) and Tabulations of Quantities for the roadway, channel, bridge, and other specialty items. Tabulations shall be created for the benefit of the Consultant and for appropriate line items only. The SAQ may serve this purpose for some items.

Requirements for Construction Phasing, Traffic Control, Signage, and Detour Plans, and for Erosion Control and Stormwater Management Plans are further defined below.

* **Construction Phasing / Traffic Control / Detour Plans:** The Consultant shall prepare final construction phasing and construction traffic control plans to be incorporated in the construction plan set. The construction traffic control plans will be prepared for the project in specific conformance with the Manual of Uniform Traffic Control Devices (MUTCD). These plans shall clearly delineate detours and traffic control signage for each construction phase. Recommendations for the most cost-effective construction traffic control shall be provided. Traffic control devices such as cones, barrels, etc will NOT be delineated or quantified.

The temporary construction phasing traffic control and signage shall be separate sheets, and each phase of traffic control which is assumed to be in place for more than 48 hours shall be delineated separately within the plans and included within the plan set. (This plan is not to be confused with the requirement of a method for handling traffic (MHT) which shall be provided by the prime Contractor during construction phases.)

* **Permanent Signage and Striping Plan:** The Consultant shall prepare final permanent traffic control plans to be incorporated in the construction plan set. The plan will be prepared for the project in conformance with the design criteria and the Manual of Uniform Traffic Control Devices (MUTCD). These plans shall clearly delineate and label signage and pavement markings, as required.
* **Erosion Control / Stormwater Management / Water Quality:** The Consultant shall provide final Grading and Erosion Control Plan, detail sheets (as appropriate) and CDOT standard SWMP sheets for inclusion in the contract documents. The Consultant shall review the original EPC Stormwater Checklists to verify that the original determinations for water quality applicability and stormwater permitting applicability are correct. A SWMP Notebook is not required.
* **Drainage Report:** The Consultant shall provide a final Drainage Report that supports the final design and includes complete design calculations. The report shall be signed and sealed by the Professional Engineer responsible for the report.
* **Final Utility Coordination:** The bid set shall be distributed to all affected utility companies in the corridor for final review and comment. If required, a utility coordination meeting will be held prior to advertisement for construction. Comments will be incorporated, as appropriate, in the final bid documents. The Consultant shall coordinate requirements for utilities relocation with the County and Utility Providers. When relocation locations, costs, agreements, and timing have been finalized and agreed upon by the County and Utility providers, the Consultant shall write a Utility Clearance request letter on the County’s behalf.
* **Legal Descriptions and Sketch Exhibits Preparation:** The Consultant shall prepare all legal descriptions and sketch exhibits required for the property acquisition process as specified in the Uniform Act. As applicable, the County will honor existing “prescriptive” ROW, per the title commitments, BoCC resolution and/or fence lines, and the exhibits shall reflect this as ROW. The format shall follow CDOT criteria. Individual sketches shall be prepared for each ROW or easement to be acquired, i.e. not combined on one sketch. Upon approval by the County, the legal descriptions shall be signed and sealed by the Professional Land Surveyor (PLS) of record prior to submittal to the property owners. For estimating purposes, the Consultant shall assume that fifteen (15) legal descriptions shall be written. An example legal can be found at:

<http://www.coloradodot.info/business/manuals/right-of-way/Chapter%202%20-%20Plans/CDOT%20Legals>

* **Property / Appraisal Staking:** The Consultant shall provide preliminary survey and temporary staking, as required, for proposed right-of-way, permanent easements, and temporary easements for appraisal/value find, property owner viewing, and/or design accuracy. For estimating purposes, the Consultant shall assume that eight (8) acquisitions shall be staked.
* **Contract Specifications:** The Consultant shall produce Project Specifications in accordance with the Colorado Roadway and Bridge Design Manuals and the 2021 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, supplemented by the El Paso County Engineering Criteria Manual. The Project Specifications will include the technical specifications and CDOT standard special provisions. As required, the Consultant shall prepare supplemental specifications to address project specific construction requirements that vary from or are not addressed in the CDOT Standard Specifications. All applicable inserts for the specifications shall be included in the Plans, Specifications and Estimate (PS&E) submittal/specification set such that the submittal shall be ready for advertisement.
* **Final Cost Estimate:** A detailed engineer’s estimate of probable construction cost shall be updated based upon the completed and approved final design construction drawings. Estimates will include all construction material items, construction survey, utility relocations, construction inspection, mobilization, signing, construction traffic control, and force account work required. The CDOT cost data book will be the basis for the unit prices unless more accurate local information is available. The estimate shall be signed and sealed by the Professional Engineer responsible for preparing the estimate.
* **Final Design Deliverables:** Prior to final document submission, the Consultant shall also provide draft and/or progress documents to the County in sufficient time to allow County review and incorporation of comments into the final document submittal. For scheduling purposes, the Consultant should allow 5 to 10 working days for review depending on the size and complexity of the report/document submission. Draft and final submissions should be reflected on the project schedule.

**Final Design Deliverables (Bid Set Requirements)**

One (1) original and one (1) copy of all deliverables shall be signed and sealed by a Colorado Registered Professional Engineer or Professional Land Surveyor unless otherwise noted. Bid Set deliverables shall also be provided on a CD in .pdf format, unless specified otherwise. Final deliverables shall be in compliance with Accessibility Standards for Individuals with a Disability, and proof of compliance must be provided. EPC may request justification from the Consultant and/or subconsultants for lack of compliance. Coordination with EPC staff to verify compliance and/or test the deliverables will be available. See the Executive Summary and General Terms and Conditions for additional information.

* Final Design Drawings and Project Specifications to be provided in accordance with the following:
	+ 11x17 plan sets including cross sections (reproduced)
	+ Project Specifications
* ROW Plans
* Legal Descriptions and Sketches
* Final Hydrology and Hydraulics Report
* Final Environmental Reports
* Grading and Erosion Control and Water Quality Plan
* Stormwater checklists (signed and sealed by PE and signed by EPC PM)
* Final Construction Cost Estimate (.pdf and Excel file)
* AutoCAD files (to be provided with advertisement for construction)
* One copy of the Final Plans in a .KMZ format showing all proposed work and right-of-way limits. To have the .KMZ file accurately reflect the plans, an accurate geo-location needs to be embedded in the plan’s CADD file. The .KMZ file should be compatible with Google Earth
1. **PROPERTY ACQUISITION SERVICES**

Based on the Right-of-Way plans and construction plans approved by the County, the Consultant may be requested to provide property acquisition services for temporary easements, permanent easements, utility easements, and/or right-of-way. Any acquisition/relocation activities must comply with all federal and state statutes, regulations, CDOT policies and procedures, 49 CFR Part 24, the government wide Uniform Act regulation, the FHWA Project Development Guide, and CDOT’s Right of Way Operations Manual.

* Title Commitments: The Consultant shall obtain updated TBD title commitments prior to legal description and conveyance document preparation. Title information shall be distributed to the County, the appraiser, and the ROW agent. The ROW plans and construction plans shall be updated, as required. **For estimating purposes, the Consultant shall assume that ten (10) title commitments shall be obtained.**
* Letters, Memorandum of Agreement (MOA), and Conveyance Document Preparation: The Consultant shall prepare all letters required for the property acquisition process as specified in the Uniform Act. The Consultant shall prepare the MOA and conveyance documents for recording special warranty deeds, non-exclusive permanent easements, and temporary easements. The format shall follow El Paso County criteria. The County Project Manager **and County Attorney** shall approve the documents prior to submittal to the property owners. Examples of the acquisition letters, MOAs, and conveyance documents shall be provided to the selected Consultant.
* Appraisals: If appraisals are required, the Consultant shall coordinate with a CDOT-approved, independent Certified General Appraiser for property appraisals. An appraisal will be required if the total acquisition value on a parcel is estimated to exceed $10,000. The appraiser shall be competent to prepare eminent domain appraisals. The appraisals shall be based on fair market values for the immediate area. Waiver valuations or value finds will be allowed for property acquisitions with values estimated to be less than or equal to $10,000. **For estimating purposes, the Consultant shall assume that four (4) appraisals will be required.**
* **Negotiations:** The Consultant shall perform all negotiations with affected property owners. All offers must be approved by the County Project Manager prior to presentation to the property owners. Minimum offers are as follows:
	+ - Temporary easement(s) only: $500.00
		- Permanent easement(s) only or including temporary easement(s): $800.00
		- Right-of-Way (fee simple) only or including permanent and/or temporary easement(s): $1,000.00
* **Closings:** The Consultant shall organize acquisition closings with the Title Company, the County, and the affected property owners.
	+ - The Consultant shall ensure that the property owner has paid all prior year(s) taxes and current year prorated taxes prior to, or at closing, for Right-of-Way and/or Permanent Easement acquisitions on behalf of the County.
		- The Consultant shall obtain partial lien releases for land encumbrances for all acquisitions that include Right-of-Way. Subordination agreements shall be obtained for Permanent easement(s) only or that also include Temporary easement acquisitions on behalf of the County.
		- Coordination with the **County Attorney** will be required to obtain County signatures on closing documents.
		- The Consultant shall provide title insurance for each parcel requiring Right-of-Way and/or permanent easement acquisition on behalf of the County.
		- All fees associated with partial releases, subordination agreements, closing costs, and title insurance shall be invoiced through the Consultant for reimbursement by the County. El Paso County recording fees shall be waived.
* **ROW & Easement Status Report:** The Consultant shall keep a ROW and easement status report spreadsheet including, but not limited to all pertinent property information, type, area, and status of the acquisition, milestone dates, negotiation details, and next steps with an anticipated timeline. Anticipated costs for property and other negotiated items shall be included. An electronic example copy will be provided by the County if requested. The updated report shall be presented to the County Project Manager on a weekly basis, as appropriate. Bi-weekly meetings shall be anticipated.
* **Project Files:** Files shall be maintained and reviewed for both complete and ongoing activities to ensure the thoroughness of all right-of-way support services being provided. A complete file containing the original documents for each parcel shall be maintained by the Consultant and a final electronic file shall be submitted to the County upon project completion.
* **Accessibility**: Documents shall be created in compliance with Accessibility Standards for Individuals with a Disability. EPC may request justification from the Consultant and/or subconsultants for lack of compliance. Coordination and with EPC staff to verify compliance and/or test the deliverables will be available. See the Executive Summary and General Terms and Conditions for additional information.
1. **DESIGN SERVICES DURING CONSTRUCTION (DSDC) & AFTER CONSTRUCTION**
	* **DSDC:** *For estimating purposes, the Consultant shall assume the following*
		+ *Approximately 120 man-hours for Project Manager and design team support to any onsite meetings, RFI’s and submittals*
			- **ROW and Easement Monumentation**: The Consultant shall provide ROW and permanent easement monumentation after construction is complete. *For estimating purposes, the Consultant shall assume that ten (10) ROW and/or easements will require monumentation.*

# EVALUATION CRITERIA

All proposals deemed acceptable shall be initially rated based upon the submitted requirements for a Technical Review. **Price is not a factor in the *Technical Review* scoring process.**

The evaluation committee will score Responses based on the following criteria listed in order of importance:

* Ability of Company’s Key Personnel (35%):
	+ Summarize/list applicable qualifications, licenses, training and/or certifications of Key Personnel. The County may request proof of the listed training, certifications, and/or licenses prior to performing work.
	+ Describe/summarize Key Personnel’s Relevant Experience.
		- Provide a maximum of five (5) “Example Projects” with similar scopes and magnitudes.
		- Resumes for Key Personnel may be included if additional information is deemed necessary. If included, resumes shall be in an appendix and referenced in the proposal as applicable.
	+ Provide a list of subconsultants that will be used for the proposed work and describe the scope of work that will be provided by each subconsultant.
		- Include proposals from subconsultants that meet the requirements listed above. If no subconsultants will be used, state such.
* Understanding and Approach (35%):
	+ Understanding of the Project requirements.
	+ Unique approach to management of the Project (i.e., budget, schedule, other).
	+ Anticipated design concepts.
	+ Clearly identify Key Personnel’s roles and responsibilities.
	+ Provide a timeline/schedule for the Work including key critical path events assuming Notice to Proceed (NTP) will be given as shown on the Timetable.
	+ Additional Elements of Interest.
* Company’s Qualifications and Experience (15%):
	+ Ability to provide professional services.
	+ Relevant Experience
		- Generally, describe projects scope and services provided. Specifically identify key personnel and/or subconsultants involved in similar projects and their roles and responsibilities
	+ Provide a maximum of five (5) “Example Projects” with similar scopes and magnitudes.

***Price will be evaluated after the technical evaluations and scores will contribute to the overall ranking.***

* Fee Schedule / Price (15%):
	+ Reasonable overall hours.
	+ Reasonable hours for each task and hours reflect the assumptions and clarifications in the proposal.
	+ Hours reflect lower level staff performing the majority of the work with upper level staff in a review role.
	+ Hours for subconsultants are provided and itemized.
	+ Rate sheets for Consultant and subconsultant(s) are provided and acceptable.

Upon completion of the initial review of proposals, the committee may contact the highest ranked firms and schedule interviews with each. The County has the option to conduct interviews with any firm(s) as determined by the committee. The selection criteria utilized during the interview may differ and may include the following factors:

* + Past performance / clarifications of relevant or example projects,
	+ Willingness to meet the budget requirement,
	+ Current and projected workload,
	+ Volume of previously awarded contracts,
	+ Comfort level with presentation and attitude.

# 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 review process, responses must be submitted on 8.5” x 11” paper, with a minimum font of 10, and all pages should be numbered in the following manner: page or 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 page limit. Requested items in the appendices will not be included in the page limit. Schedules may be submitted on 11" x 17" sheets and are counted as one page.

Submittals should be prepared simply and economically providing a straightforward, concise description of the Contractor’s ability to perform the requirements of this Solicitation.

**ELECTRONIC SUBMISSION OF OFFERS:** El Paso County will only accept electronic bid Responses submitted through the Rocky Mountain E-Purchasing system. A Submittal Log will be posted after the County has had an opportunity to review and verify the submittals offered to the County.

The original Offer must be received before the due date and time through an electronic package transmitted through the Rocky Mountain E-Purchasing system. The Contractor 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 RFP-25-064 will take place VIA TELECONFERENCE 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.

To enable the County to conduct a uniform review of the information submitted in response to this Solicitation, Contractors must address the following information, numbered to directly correspond with the number of the Table of Contents section of the submitted Response. The County reserves the right to reject submittals that do not follow the required format. Include concise, complete information which will demonstrate that your firm is uniquely qualified to provide the products and services specified in this Solicitation.

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

1. Provide response without reference to El Paso County logo or company logo in one PDF document.
2. 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. as outlined on the Response Submittal Requirements page.
3. Cover Letter, one-page limit. Submit a Cover Letter on official business letterhead that:
	1. Positively states your willingness to comply with all work requirements and other terms and conditions as specified in this Solicitation.
	2. Provides, in brief concise terms, a summation of your submittal and identifies the points that make your firm uniquely qualified for this project.
	3. Is signed by an Authorized Representative of your firm who has the authority to commit to the proposed work.
4. Provide documentation that satisfies the Required Document Requirements
5. Provide documentation that satisfies the criteria to be evaluated.
6. Provide the completed and signed Cover Sheet
7. Addendum(s) Acknowledgement, if applicable
8. Submission Form
9. Fee Schedule (***in separate envelope***)
10. Completed W9
11. Universal Entity Identifier (UEI) Number
12. Additional Attachments, if applicable

# ATTACHMENTS

1 – Peyton Drainage & Transportation Management Plan

2 – Peyton Drainage & Transportation Management Plan – Addendum 1

3 – PPRTA-Special Funding Provisions

**REQUEST FOR PROPOSAL #RFP-25-064**

FEE SCHEDULE AND METHOD OF PAYMENT

# Logo El Paso County Established 1861

**Fee Schedule**:

**The Fee Schedule shall be submitted in a separate envelope through Bidnet.** Please provide a detailed fee schedule similar to the format shown on the fee schedule page that includes the following at minimum:

* 1. Names of Key Personnel
	2. Attach subconsultant fee schedule(s) in similar format as shown on the fee schedule page.
	3. Submit a comprehensive rate sheet.
	4. Hourly rates, unit rates, and markups shall be a fixed rate and not a range.
	5. A multiplier on personnel rates for overtime/off-hours work or fieldwork conducted using upgrade levels of personal protection (i.e., Level C, B, or A) will not be considered.
	6. Non-labor expenses shall be listed at cost (no loading on non-labor)

List any additions in Miscellaneous Expenses – be specific.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |
| **FEE** **SCHEDULE**  |  |  |  |  |  |
| **Labor** |
| PROJECT ROLE | Project Manager |   |   | **SUBTOTAL HOURS BY TASK** | **SUBTOTAL FEE BY TASK** |
| STAFF NAME | Smith |   |   |
| TITLE / LABOR CATEGORYOF KEY PERSONNEL | Professional III |   |   |
| BILLING RATE | $55.00 |   |   |
| **1** | **TASK NAME 1** |  |  |  |  |  |
| 1.1 |   |   |   |   |   |   |
| 1.2 |   |   |   |   |   |   |
|   |   |   |   |   |   |   |
| **2** | **TASK NAME 2** |  |  |  |  |  |
| 2.1 |   |   |   |   |   |   |
| 2.2 |   |   |   |   |   |   |
|   |   |   |   |   |   |   |
| **3** | **TASK NAME 3** |  |  |  |  |  |
| 3.1 |   |   |   |   |   |   |
| 3.2 |   |   |   |   |   |   |
|   |   |   |   |   |   |   |
| **Total** **Labor** **Hours** |  |  |  |  |   |
| **Total** **Labor** **Fee** |  |  |  |   |  |
|   |
| **Direct** **Expenses** |   |   | **$0.00** |
| Mileage |   |   |   |   | **$0.00** |
| Equipment |   |   |   |   | **$0.00** |
| OTHER |   |   |   |   | **$0.00** |
|  |  |  |  |  |  |
| **Subconsultants** |   |   | **$0.00** |
|   |   |   |   |   |   |
|   |   |   |   |   | **$0.00** |
|   |   |   |   |   | **$0.00** |
| **TOTAL** **PROJECT** **FEE** |   |   |  |

# Logo El Paso County Established 1861REQUEST FOR PROPOSAL #RFP-25-064 SPECIAL TERMS AND CONDITIONS

1. **METHOD OF AWARD BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE: It** is the intent of the County to award this Solicitation to the Vendor who receives the highest score when the Responses submitted by interested Vendors are reviewed by the County's Response Evaluation Committee. For this Solicitation, the Evaluation Committee will score Responses based on the following criteria listed in no order of importance:
* Ability of the Company’s Key Personnel (35%)
* Understanding and Approach (35%)
* Company’s Qualifications and Experience (15%)
* Cost (15%)

A more detailed description of these criteria can be found on Pages 15-16 of this document.

Evaluation criteria, other than costs, are evaluated first. After rating the written Responses, costs are then considered against trade-offs such as satisfaction of requirements in the Solicitation, qualifications and financial condition of the Contractor, risk, and incentives.

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

The County reserves the right to conduct negotiations with Contractors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Contractors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.

1. **LOCATION OF WORK:** This project is located in unincorporated Peyton along Railroad, Main and Front Streets. See the Specifications section for the specific project locations
2. **ADDITIONAL SERVICES MAY BE PURCHASED DURING CONTRACT PERIOD:** Although this Solicitation specifies an exact number of locations where services are to be performed for the County, it is understood and agreed that the County may, during the term of the awarded contract, request additional services for the same or other locations from the successful Consultant. This option, if exercised, is the prerogative of the County and shall be honored by the Consultant as a condition of contract award.
3. **PRICE OFFERS SHALL BE FIXED AND FIRM:** The prices offered by the Consultant shall remain fixed and firm. No changes in the Response shall be allowed after the date and time of the Solicitation opening due to an error by the Consultant.
4. **POST INTENT TO AWARD MEETING:** The Consultant may be required to attend a post intent to award meeting with the County to discuss the terms and conditions of the contract. This meeting will be coordinated by the Contracts and Procurement Division once a Notice of Intent to Award has been issued.
5. **DEBRIEFING:** Offeror(s) not selected for award may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their firm’s proposal upon the Final Notice of Award being posted on the Rocky Mountain E-Purchasing website.

A debriefing may be scheduled by contacting the Procurement Specialist listed on the Cover Sheet of this Solicitation once the Final Notice of Award has been posted.

1. **PROOF OF REGISTRATION WITH THE COLORADO SECRETARY OF STATE:** Successful Consultants that are corporations or limited liability companies may be required to furnish a Certificate of Good Standing from the Colorado Secretary of State’s Office, as proof that they are properly registered to do business in the State of Colorado, prior to finalization of the award.
2. **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 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
3. **CONSIGNMENT OF CONTRACT NOT ALLOWED:** Responses will only be considered from firms which are directly engaged in the business of performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another Consultant.
4. **SUBCONSULTANTS OF WORK SHALL BE IDENTIFIED:** As part of its Response, the Consultant shall be required to identify any and all subconsultants that will be used in the performance of the contract resulting from this Solicitation. The Consultant shall also identify the capabilities, experience, and portion of the work to be performed by the subconsultant(s). The competency of the subconsultant(s) with respect to skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County.
5. **CONFLICTS WITHIN THE CONTRACT DOCUMENTS:**  In the event that conflicts exist within the Contract Documents, addenda shall supersede all other Contract Documents to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified
6. **ELIGIBILITY OF CONSULTANTS:** 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 as 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. The County reserves the right, before awarding the contract, to require a Consultant to submit such evidence of its qualifications as it may deem necessary and may consider any evidence available to it (including, but not limited to, the financial, technical, and other qualifications and abilities of the Consultant, including past performance and experience with the County) in making the award in the best interest of the County.
7. **CURRENT LICENSES REQUIRED:** Consultant must obtain and pay for all required licenses, fees, certifications, etc., and will comply with all laws, ordinances, and regulations. Damages, penalties and/or fines imposed by the County on the Consultant for failure to obtain required licenses, certifications or fees shall be borne by the Consultant. The County may request the Consultant to provide a current copy of their licenses and certificates prior to award.
8. **QUALIFICATIONS OF CONSULTANT**: The County may make such investigations as deemed necessary to determine the ability of the Consultant to perform work, and the Consultant shall furnish all information and data for this purpose as the County requests. Such information includes but is not limited to: Current licensing information, audited financial statements, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Response if the evidence submitted by, or investigation of, such Consultant fails to satisfy the County that such Consultant is properly qualified to carry out the obligations of the Solicitation and to complete the work contemplated therein. Conditional Responses will not be accepted.
9. **PAST PERFORMANCE**: The County may evaluate Past Performance with El Paso County or another entity and/or make such investigations as deemed necessary to determine the ability of the Consultant to perform work outlined in this solicitation. If the County has terminated a contract with the Consultant within the past three (3) years, the Consultant may be asked to furnish information for this investigation as the County requests. Such information includes but is not limited to: current/past company references, current licensing information, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to consider exemplary and/or poor evaluations from past County Projects. The County reserves the right to reject any Response if the evidence submitted by, or investigation of, such Consultant fails to satisfy the County that such Consultant is properly qualified to carry out the obligations of the Solicitation and to complete the work contemplated herein.
10. **LABOR, MATERIALS AND EQUIPMENT TO BE SUPPLIED BY THE CONSULTANT:** Unless otherwise provided in this Solicitation, the Consultant shall furnish all labor, materials, and equipment necessary for satisfactory contract performance. When not specifically identified in this Solicitation, such materials and equipment shall be of a suitable type and grade for the intended purpose.
11. **PROJECT MANAGER SHALL BE SUPPLIED BY CONSULTANT:** The successful Consultant shall employ a competent project manager who shall be the primary representative for the Consultant and all communications given to, and all decisions made by, the project manager shall be binding to the Consultant. Notwithstanding, the project manager shall be considered to be, at all times, an employee of the Consultant under its sole direction and not an employee or agent of the County.
12. **ACCIDENT PREVENTION:** The Consultant shall be required to take safety precautions in an effort to protect persons and property. All Consultants, Consultants and sub‑Consultants shall conform to all OSHA, State and County regulations while performing under the terms and conditions of the awarded contract. Any fines levied by the above-mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Consultant which is responsible for same.
13. **COMPLETION OF WORK:** The Consultant shall adhere to the timeline and milestones provided in its Response in which it will commit to perform the work and/or service. All work shall be performed in accordance with good commercial practice and the timeline and milestones shall be adhered to by the successful Consultant, except in such cases where the timeline will be delayed due to acts of God, strikes, or other causes beyond the control of the Consultant. In these cases, the Consultant shall notify the County of the delays in advance of the original timeline so that a revised timeline can be negotiated. Should the Consultant to whom the contract is awarded fail to complete the work within the timeline as stated in its Response or as subsequently approved, it is hereby agreed and understood that the County reserves the right to cancel the contract with the Consultant and to secure the services of another Consultant to complete the work. If the County exercises this right, the County shall be responsible for reimbursing the Consultant for work which was completed and found acceptable to the County in accordance with the Specifications. In addition, the County may, at its sole discretion, request payment from the Consultant, through an invoice or credit memo, for any additional costs over and beyond the original price which were incurred by the County as a result of having to secure the services of another Consultant.
14. **DEFICIENCIES IN WORK TO BE CORRECTED BY CONSULTANT:** The successful Consultant shall promptly correct all deficiencies in service and/or any service that fails to conform to the Contract Documents. All corrections shall be made immediately after such deficiencies and/or non‑conformances are verbally reported to the Consultant by the County's Project Manager. The Consultant shall bear all costs of correcting such rejected services. If the Consultant fails to correct the service within the period specified in this Solicitation, the County reserves the right to place the Consultant in default of its contractual obligations, obtain the services of another Consultant and charge the Consultant for these costs, either through a deduction from the final payment over to the Consultant or through invoicing.
15. **SALES TAX:** The County is exempt from paying State or Local Sales Taxes. Contractors should be aware of CONTRACTOR APPLICATION FOR EXEMPTION CERTIFICATE Pursuant to Statute Section 39- 26.708(1)(a)(XIX) sales tax exemption for construction and building materials. State tax I.D. # 09-803308- 0000, Federal tax I.D. # 84-6000764.
16. **INDEMNIFICATION:** Indemnification – General. The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the County, 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 Agreement, including workers' compensation claims, in any way resulting from or arising from the services rendered by the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the County Board of County Commissioners, its officers, agents and employees, from damages resulting from the negligence of the County's Board of County Commissioners, officials, officers, directors, agents, and their insurers, and employees. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Contractor 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, 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 Agreement. The Consultant is not obligated to indemnify or hold harmless the County for the negligent acts of the County, Board of County Commissioners, or any of its officials, officers, directors, agents, and employees.

Indemnification – Costs. The Contractor 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 Contractor or, at the option of the County, agrees to pay the County or reimburse the County for the defense costs incurred by the County in connection with any such liability, claims or demands. The Contractor 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, Board of County Commissioners, officials, officers, directors, agents and employees, the County shall

reimburse the Contractor for the portion of the judgment attributable to such act, omission or other fault of the County, Board of County Commissioners, officials, officers, directors, agents and employees.

1. **FEDERAL STANDARDS COMPLIANCE:** All services to be purchased in conjunction with this Solicitation shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).
2. **VARIATIONS ALLOWED IF INDICATED:** For purposes of Response evaluation, Consultants must indicate any variances to the Specifications, terms, and conditions, and attached Sample Agreement no matter how slight. If variations are not stated in the Consultant's Response, it shall be construed that the Response fully complies with the Specifications, terms, and conditions, and attached Sample Professional Services Agreement. Notwithstanding the above, it is hereby agreed and understood that the County reserves the right to reject these variations if they individually, or as a whole, do not meet the standards established in the Specifications.
3. **EQUAL OPPORTUNITY:** El Paso County intends and expects that the contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, creed, ethnicity, religion, age, sex, national origin, or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as subcontractors, Contractor's, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of the contract and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract **(joint ventures are encouraged)**.The Contractor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Contractor shall maintain records demonstrating its compliance with this article and shall make such records available to the County upon the County’s request.
4. **DISADVANTAGED BUSINESS ENTERPRISE**: The Project is not subject to a DBE goal.
5. **PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each governmental unit which avails itself of this Solicitation will establish its own contact, place its own orders, issue its own purchase orders, be invoiced there from, and make its own payments and issue its own exemption certifications as required by the Contractor. It is understood and agreed that El Paso County is not a legally binding party to any contractual agreement made between any other governmental unit and the Contractor as a result of this Solicitation.
6. **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. In consideration of this Invitation for Bids that is cost driven, the only information that will be released is the names of the respondents, the total cost of the bids, and the apparent responsible, responsive Contractor. Only after staff makes an official recommendation of award and a contract is fully executed will Responses to this Bid be available as public record.

Responses submitted to the County for consideration shall be subject to the Colorado Open Records Law, Section 24-72-201, et seq., C.R.S., after award is made. Any confidential information in the Contractor’s Response shall be identified as such. Should the County receive a request for the release of any information in the Contractor’s Response identified as confidential in accordance with the open records law, the County will notify the Contractor of the request and will exercise best efforts in assisting the Contractor in taking all legally available steps to resist or narrow such request. If, in the opinion of County’s legal counsel, the County 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 may disclose such information without liability.

1. **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 County employment), or for any employee or former employee (within six months of termination from County 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 bid 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 Contractor 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, the bid shall be disqualified and shall not be reinstated.

1. **DEBARMENT**: By submitting this bid/proposal, the bidder/proposer warrants and certifies that he/she is eligible to submit a bid/proposal because he/she is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.
2. **BUDGET:** Budget will not be disclosed.
3. **LOGOS:** The County logo is trademarked and property solely of El Paso County. Contractors do not have

permission to use our logo on any documentation or presentation materials and to do so would be a violation of our trademark. We also prefer your company does not utilize its trademark so as to not influence an evaluator’s review.

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**REQUEST FOR PROPOSAL #RFP-25-064 GENERAL TERMS AND CONDITIONS**

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 PPRTA Pikes Peak Rural Transit Authority (hereinafter referred to as “PPRTA”), El Paso County (hereinafter referred to as "County") by all prospective suppliers (herein after referred to as "Contractors") in response but not limited to Invitations to Bid, Invitations for Bid, Requests for Proposal, Statements of Qualification, and Requests for Quotation (hereinafter referred to as “Solicitations”).

# CONTENTS OF OFFER

* 1. **General Conditions.** Contractors are required to submit their Offers in accordance with the following expressed conditions:
		1. Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required the conditions of the Solicitation. No plea of ignorance by the Contractor 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 Contractor.
		2. Contractors are advised that all County contracts are subject to all legal requirements contained in County ordinances, the Contracts and Procurement policies and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
		3. Contractors are required to state exactly what they intend to furnish to the County 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 Contractor’s Offer, it shall be construed that the Contractor’s Offer fully complies with all conditions identified in this Solicitation.
		4. El Paso County intends and expects that the contracting processes of the County and its Contractors provide equal opportunity without regard to race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of the contract.
		5. All Offers and other materials submitted in response to this Solicitation shall become the property of the County and will be a matter of public record. Contractors 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.
		6. Any Contractor claiming an exemption must identify the specific provision of the Open Records Act that provides an exemption from disclosure for each item that the Contractor claims is not subject to disclosure and must submit an additional bound copy of the Response with each exempt item clearly redacted. Any Contractor claiming an exemption must also state in its Response that the Contractor agrees to defend, indemnify, and hold harmless the County and its officers and employees from any action brought against the County for its refusal to disclose any purportedly exempt material, trade secrets and other proprietary information to any party making a request therefore.

Any Contractor 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.

# Clarification and Modifications in Terms and Conditions

* + 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 will prevail.
		2. If any Contractor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Contractor 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 Contractor submitting the request shall be responsible for ensuring that the request is received by the County’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 shall not be responsible for interpretations offered by other employees of the County.

The County shall issue a written addendum if substantial changes which impact the submission of Offers are required. Addenda will be posted on the Rocky Mountain E- Purchasing System web site ([http://www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com/)) as well as El Paso County web site (http://www.elpasoco.com). Contractors 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 Contractor 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.

# Prices Contained in Offer-Discounts, Taxes, Collusion

* + 1. It is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the

products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

* + 1. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes. Materials purchased directly by the Contractor in conjunction with this contract will, however, be subject to applicable state and local sales taxes. These taxes shall be borne by the Contractor. Under no circumstances shall Contractor be authorized to use the County’s tax exemption number in acquiring such materials.
		2. The Contractor, 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 the County. The Contractor 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 public procurement process, all Contractors are hereby placed on notice that any and all Contractor s who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

# PREPARATION AND SUBMISSION OF OFFER

* 1. **Preparation**
		1. El Paso County will not be responsible for any expenses incurred by any Contractor in preparing and submitting its offer.
		2. The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed **in blue ink** by the authorized agent of the Contractor.
		3. Offers must contain, in blue ink, a manual signature of an authorized agent of the Contractor 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 Contractor’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.
		4. Prices shall be provided by the Contractor on the Solicitation’s Pricing Bid 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.
		5. Alternate Offers will not be considered unless expressly permitted in the Specifications and/or Special Terms and Conditions.
		6. The accuracy of the Offer is the sole responsibility of the Contractor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

# Submission

* + 1. The Offer shall be submitted via the Rocky Mountain E-Purchasing System with the Contractor ’s name, the Solicitation Number, and the Solicitation Title. When required in conjunction with the prescribed method of award, the County's Pricing Bid Form must be used when the Contractor is submitting its Offer. The Contractor 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. No other form shall be accepted.
		2. Offers submitted via facsimile machines, mail, or email will not be accepted unless expressly permitted in the solicitation.
		3. Consultants which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The County reserves the right to declare Consultants’ Offers as non-responsive if any of these alternate terms and conditions are in conflict with the County's terms and conditions, or if they are not in the best interests of the County.
	1. **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.

# MODIFICATION OR WITHDRAWAL OF OFFERS

* 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 Contractor’s name and return address and the applicable Solicitation number and title clearly marked and shall be submitted via Rocky Mountain E-Purchasing System. 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.

# Withdrawal of Offers

* + 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.
		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 Contractor during this ninety-day period, the County may, at its option, suspend the Contractor from the bid list and may not accept any Offer from the Contractor for a six-month period following the withdrawal.

# REJECTION OF OFFERS

# Rejection of Offers. The County may, at its sole and absolute discretion:

# Reject any and all, or parts of any or all, Offers submitted by prospective Contractors;

# Re-advertise this Solicitation;

# Postpone or cancel the process;

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

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

* 1. **Rejection of a Particular Offer.** The County may reject an offer under any of the following conditions:
		1. The Contractor misstates or conceals any material fact in its Offer;
		2. The Contractor’s Offer does not strictly conform to the law or the requirements of the Solicitation;
		3. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation’s Special Terms and Conditions and/or specifications;
		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. The Offer has not been executed by the Contractor through an authorized signature on the Specification’s Cover Sheet.

# Elimination from Consideration

* + 1. To ensure fair consideration for all Contractors, the County prohibits communication initiated by a Contractor or on a Contractor ’s behalf regarding the Solicitation to or with any County official or employee during the submission process, except as expressly set forth in this Solicitation. In addition, the County prohibits communications initiated by a Contractor or on a Contractor’s behalf to or with any County official or employee evaluating or considering the solicitation prior to the time an award decision has been made. Prohibited communications initiated by a Contractor shall be grounds for eliminating the offending Contractor from consideration for award.
		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 upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the County.
		3. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the County, state, or federal government, for a minimum period of three years after this previous contract was terminated for cause.
1. **AWARD OF CONTRACT**. El Paso County and the successful Contractor shall execute the Professional Services Agreement (see Attachment B) to consummate a contract between the parties. This Solicitation and the Contractor’s Offer shall be attached and incorporated as part of that contract.

# CONTRACTUAL OBLIGATIONS

* 1. **Local, State and Federal Compliance Requirements.** Successful Contractors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).
1. **Accessibility Indemnification:** Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor’s failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.
2. **Accessibility:** Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
	1. **Disposition.** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company, or corporation, without prior written consent of the County.
	2. **Employees.**
		1. All employees of the Contractor shall be considered to be, at all times, employees of the Contractor, under its sole direction, and not employees or agents of the County. The County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on County property is not in the best interest of the County. In accordance with the County’s policy regarding the use of tobacco products, no employee of the Contractor shall be permitted to use tobacco products when performing work on County property.
		2. Consultants providing services to El Paso County shall comply with all State and Local requirements concerning Workers Without Authorization as required by C.R.S. § 8-17.5-102 and public contracts for service.
	3. **Workers’ Compensation Insurance.** Each contractor and subcontractor shall maintain at his own expense until completion of his work and acceptance thereof by the County, Workers’ Compensation Insurance, including occupational disease provisions, covering the obligations of the contractor or subcontractor in accordance with the provisions of the laws of the State of Colorado. The contractor shall furnish the County with a certificate giving evidence that he is covered by the Workers’ Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions and provisions preventing cancellation without ten days’ prior notice to the County in writing.
	4. **Delivery.** Prices, quotes, and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation’s Special Terms and Conditions. Title and risk of loss shall pass to the County upon inspection and acceptance by the County at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Contractor defaults on its contract or the contract is terminated for cause due to performance, the County reserves the right to re-procure the materials or services from the next lowest Contractor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the County shall charge the Contractor any difference between the Contractor’s price and the price to be paid to the next lowest Contractor, as well as any costs associated with the re-solicitation effort.
	5. **Material or Service Priced Incorrectly.** As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its contract monitoring process or formal audit process, that material or service was priced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
3. **CONTRACT MODIFICATIONS**. Terms and conditions may be added, modified, and deleted upon mutual agreement between the County and the Contractor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through a Contract Modification Order (CMO) and/or Amendment and executed by authorized agents of the County and the Contractor prior to the enactment of such modifications.

# TERMINATION OF CONTRACT

* 1. **Failure to perform.** The County may, by written notice to the successful Contractor, terminate the contract if the Contractor has been found to have failed to perform its service in a manner satisfactory to the County as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The County shall be the sole judge of non-performance.
	2. **Reasons other than cause.** The County may cancel the contract upon thirty days written notice for reason other than cause. This may include the County's inability to continue with the contract due to the elimination or reduction of funding.

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1. **CONTRACTOR**

# REQUEST FOR PROPOSAL #RFP-25-064 CONTRACTOR INFORMATION

* 1. Legal Name of Company
	2. Business Name or DBA (if different)
1. **LOCAL COLORADO ADDRESS (IF APPLICABLE)**
	1. Street Address
	2. City/State/Zip
2. **ORDER ADDRESS**
	1. Street Address
	2. City/State/Zip
	3. Online (website)
3. **PAYMENT ADDRESS**
	1. Street Address
	2. City/State/Zip
4. **CONTACT INFORMATION**
	1. Name/Title
	2. Telephone Number:
	3. Toll Free Number:
	4. Fax Number:
	5. Email Address:
5. **TAXPAYER IDENTIFICATION NUMBER**
6. **OWNERSHIP STATUS** (check all that apply) 🞏 Corporation 🞏 Partnership

🞏 Governmental Agency 🞏 Sole Proprietorship

🞏 Individual 🞏 Other

🞏 Non-Profit

1. **PRIMARY BUSINESS CLASSIFICATION** 🞏 Broker 🞏 Retailer

🞏 Distributor 🞏 Service Provider

🞏 Jobber 🞏 Subcontractor (trades)

🞏 Manufacturer 🞏 Wholesaler

🞏 Prime Contractor (trades) 🞏 Other

1. **OFFICERS, OWNERS, PARTNERS** Name/Title

Name/Title

1. **COMPANY PROFILE**
	1. Date Firm Was Established
	2. Under the Laws of What State
	3. Number of Employees
	4. Approximate Yearly Sales Volume
2. **PRIMARY PLACE OF BUSINESS** 🞏 Home 🞏 Office/Warehouse

🞏 Office Building 🞏 Warehouse

🞏 Office Complex 🞏 Other

1. **STAFF EXPERIENCE** (key members of your company’s staff who will be assigned to this project)
	1. Name/Position Year Hired

Years in Present Position Years of Industry Experience

* 1. Name/Position Year Hired

Years in Present Position Years of Industry Experience

* 1. Name/Position Year Hired

Years in Present Position Years of Industry Experience

* 1. Name/Position Year Hired

Years in Present Position Years of Industry Experience

* 1. Name/Position Year Hired

Years in Present Position Years of Industry Experience

1. **RELEVANT PROJECTS AND REFERENCES**

(customers similar to El Paso County to whom services similar in size and scope have been provided)

* 1. Project Name Project Location

LineProject Scope

Services provided by Bidder

Percentage of work by Bidder Project Timeline Contract Amount

Company Name Contact/Title

Address City/State /Zip

Telephone Email

* 1. Project Name Project Location

Project Scope

Services provided by Bidder

Percentage of work by Bidder Project Timeline Contract Amount

Company Name Contact/Title

Address City/State /Zip

Telephone Email

**RELEVANT PROJECTS AND REFERENCES (CONTINUED)**

* 1. Project Name Project Location

Project Scope

Services provided by Bidder

Percentage of work by Bidder Project Timeline Contract Amount

Company Name Contact/Title

Address City/State /Zip

Telephone Email

* 1. Project Name Project Location

Project Scope

Services provided by Bidder

Percentage of work by Bidder Project Timeline Contract Amount

Company Name Contact/Title

Address City/State /Zip

Telephone Email

* 1. Project Name Project Location

Project Scope

Services provided by Bidder

Percentage of work by Bidder Project Timeline Contract Amount

Company Name Contact/Title

Address City/State /Zip

Telephone Email

1. **BONDING.** Is your firm able to obtain bonding up to and including an amount equal to the estimated project cost?

🞏 Yes 🞏 No

1. **INSURANCE.** Is your firm able to obtain insurance as specified in the Special Terms and Conditions of this RFP?

🞏 Yes 🞏 No

1. **PURCHASE ORDERS.** Do you accept purchase orders?

🞏 Yes 🞏 No

1. **CREDIT CARDS.** Do you accept credit cards without charging a fee?

🞏 Yes 🞏 No

1. **INFORMATION** (if you answer “yes” to any of the following questions, attach a separate page explaining your response clearly labeled with the corresponding question number).
	1. In the past five years, has there been any change in ownership of your company?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18a)

* 1. In the past five years, has your firm operated under any other name?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18b)

* 1. Are any corporate officers, owners or partners currently connected with any other firm in the same line of business?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18c)

* 1. In the past five years, has your firm been in bankruptcy?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18d)

* 1. In the past five years, has your firm been assessed and paid liquidated damages?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18e)

* 1. In the past five years, has your firm, or any firm with which your company’s officers, owners or partners are associated, been barred, disqualified, removed, or otherwise prevented from bidding on, or competing for any government project for any reason?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18f)

* 1. In the past five years, has your firm been denied an award of any contract based on a finding by a public agency that your company was not a responsible bidder?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18g)

* 1. In the past five years, has any claim against your firm concerning your firm’s work on a project been filed in court or arbitration?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18h)

* 1. Has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18i)

* 1. Has your firm, or any of its officers, owners, or partners, ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18j)

* 1. Has your firm, or any of its officers, owners, or partners, ever been convicted of a crime involving any federal, state, or local law related to your business dealings?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18k)

* 1. Has your firm, or any of its officers, owners, or partners, ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18l)

* 1. In the past five years, has any surety company made any payments on your firm’s behalf as result of a default, to satisfy any claims made against a performance or payment bond issued on your firm’s behalf?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18m)

* 1. Has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a project when one was required?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18n)

* 1. Have you ever had insurance terminated by a carrier?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18o)

* 1. In the past five years, has any insurance carrier, for any form of insurance, refused to renew an insurance policy for your firm?

 🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18p)

q In the past five years, has OSHA cited and assessed penalties against your firm?

🞏 Yes 🞏 No (if “yes,” attach explanation labeled 18q)

1. **Licenses.** Does your company have current and valid licenses for the services being requested? Please provide copies.

🞏 Yes 🞏 No (if “yes,” attach licenses labeled 18)

1. **Certification.** The undersigned hereby affirms (1) that he/she is a duly authorized agent of the Contractor and (2) that the information submitted in/with this form is true and correct. Any information submitted herein that is later found to be false shall serve as grounds for disqualifying the Contractor ’s Response.
	1. Printed Name:
	2. Printed Title:
	3. Firm Name:
	4. Address:
	5. City, State, Zip:
	6. Telephone:
	7. Fax:
	8. E-mail:

Authorized Representative’s Signature:

Attach all requested exhibit items to the end of this document and clearly label each exhibit with the corresponding question number.

# Logo El Paso County Established 1861REQUEST FOR PROPOSAL #RFP-25-064 PROPRIETARY / CONFIDENTIAL STATEMENT

‘I/We acknowledge that subsequent to award of this solicitation, all of, or part of this submittal may be released to any person or firm who may request I, 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 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 Proposal, RFP-25-064 and therefore, this signed document shall be considered and fully submitted with the original package.

Authorized Representative’s Signature Date

Printed Name Title

# Logo El Paso County Established 1861REQUEST FOR PROPOSAL #RFP-25-064

# NO BID STATEMENT

El Paso County values your input. Your input assists us in building competitive solicitations and ensuring our solicitations are cutting edge and relevant. Please spend a few minutes to complete this form and return it to the Contracts and Procurement Division.

Please send to: El Paso County

Matthew Marter, CPPB

PEYTON AREA ROADS DESIGN SERVICES: RAILROAD, MAIN, AND FRONT STREEETS

matthewmarter@elpasoco.com

Specifications too “strict” (i.e. – geared toward one brand or manufacturer only, etc.). Please explain.

Specifications are unclear. Please explain.

Other. Please explain in detail.

* We are unable to meet specifications
* Insufficient time to respond to the solicitation
* Our schedule would not permit us to perform within the required time
* We are unable to meet insurance and/or bonding requirements
* We do not offer this product or service

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:

# Logo El Paso County Established 1861REQUEST FOR PROPOSAL #RFP-25-064 SUBMISSION FORM

**ELECTRONIC SUBMISSION OF OFFERS:** El Paso County will only accept electronic bid Responses submitted through the Rocky Mountain E-Purchasing system. A Submittal Log will be posted after the County has had an opportunity to review and verify the submittals offered to the County.

The original Offer must be received before the due date and time through an electronic package transmitted through the Rocky Mountain E-Purchasing system. The Contractor 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***

# Contractor shall check (✓) to confirm that the following documentation has been submitted:

* Signed Cover Sheet from this Solicitation
* Contractor Information Form
* Proprietary / Confidential Statement
* Signed copies of any addenda issued regarding this Solicitation
* Exhibit 1, 2, 3, 4
* Work Plan and Schedule
* Fee Schedule (***in separate envelope***)
* Details of the Contractor’s Experience and Qualifications as described in the Evaluation Criteria

Does your offer comply with all of the **terms and conditions** of this solicitation and the attached Agreement?

Yes No If not, indicate exceptions on Exhibit 1.

Does your offer meet or exceed all of the **specifications** of this solicitation and the attached Agreement?

Yes No If not, indicate exceptions on Exhibit 1.

# Contractor ’s response to the following question will not be considered in awarding this Solicitation.

El Paso County actively participates in purchasing between and among government agencies to combine purchasing power and resources and to obtain lower costs of procurement for quality goods and services. As such, we hereby request that other agencies of government be permitted to avail themselves of any award resulting from this solicitation and purchase any and all items specified herein from the successful Contractor(s) at the contract price(s) established herein. Each agency would establish its own contract, issue its own orders, be invoiced therefrom, make its own payments, and issue its own exemption certificates as required by the Contractor. It is understood and agreed that El Paso County would not be a legally binding party to any contractual agreement made between any other agency and the Contractor as a result of this Solicitation.

# May other units of government avail themselves of this contract and purchase any and all items specified.

Yes No

# Logo El Paso County Established 1861EXHIBIT 1: EXCEPTIONS

**REQUEST FOR PROPOSAL #RFP-25-064 EXHIBIT 1 – EXCEPTIONS FORM**

Print the words "no exceptions"(here) if there are no exceptions taken to any of the terms, conditions, or specifications of these Response documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the Response document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your Response.

**Note:** All potential Contractors are hereby advised that exceptions taken may be considered during the review of your bid which may affect the final decision made by the County. Contractors stipulating that the County must use their contract or agreement may be determined non-responsive and their Response determined unacceptable.

Company Name:

Address:

 (County, State and Zip Code)

Federal Tax ID#:

PHONE:

FAX:

 E-MAIL ADDRESS:

Authorized Signature: Date:

Printed Name/Title:

# Logo El Paso County Established 1861REQUEST FOR PROPOSAL #RFP-25-064 EXHIBIT 2 – LOBBYING RESTRICTION CERTIFICATION

**EXHIBIT 2: 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:

# Logo El Paso County Established 1861EXHIBIT 3: NON-COLLUSION AFFIDAVIT

**REQUEST FOR PROPOSAL #RFP-25-064 EXHIBIT 3 – 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 Contractor of materials, supplies, equipment, or service described in the RFP/IFB designed to limit independent Responses or competition; and

1. 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,
2. 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:

# Logo El Paso County Established 1861EXHIBIT 4: MINIMUM INSURANCE REQUIREMENTS

**REQUEST FOR PROPOSAL #RFP-25-064 EXHIBIT 4 – MINIMUM INSURANCE REQUIREMENTS**

For this contract, the following provisions for insurance shall apply:

The Contractor agrees to procure and maintain, during the life of this Agreement, a policy, or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor, pursuant to Attachment A. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Attachment A, by reason of its failure to procure or maintain, during the life of this Agreement, insurance in sufficient amounts, durations, or types.

The Contractor shall procure and maintain, during the life of this Agreement, for itself and shall ensure that any subcontractors procure and maintain, the minimum insurance coverages listed in Attachment A. Such coverages shall be procured and maintained with forms and insurers acceptable to the County. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor, pursuant to Attachment A. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Notwithstanding the foregoing, when the Contractor requires a subcontractor to obtain insurance coverage, the types and minimum limits of this coverage may be different than those required, as stated herein for the Contractor.

1. The certificate of insurance provided by the Contractor shall be completed by the Contractor 's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and **shall be received, reviewed, and approved by The County prior to commencement of the Agreement**. No other form of certificate shall be used. The certificate shall identify this Agreement and the coverages afforded under the policies. **The certificate of insurance must be on file with the County two (2) weeks prior to commencement of the Agreement**. The completed certificate of insurance shall be sent to:

El Paso County

Board of County Commissioners

Attn: Contracts and Procurement Division 15 East Vermijo Avenue

Colorado Springs, Colorado 80903

1. It is the affirmative obligation of the Contractor to notify the County's Contract Specialist, as provided in this Agreement, including e-mailing (PURCOI@elpasoco.com) a copy of the notice to the Contracts and Procurement Division, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Agreement, and failure to do so shall constitute a breach of this Agreement.
2. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement or, at its discretion, the County may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by Contractor to the County upon demand, or the County may offset the cost of the premiums against any monies due to Contractor from the County.
3. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto should such a need arise to offset a court proceeding.
4. The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Three Hundred Eighty-Seven Thousand Dollars ($387,000) per person, and One Million Ninety-Three Thousand Dollars ($1,093,000) per occurrence), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*., as from time to time amended, or otherwise available to the County, its officers or employees.

**El Paso County must be included on the General Liability insurance as an additional insured.** Certificates of Insurance must be submitted before commencing work and provide 30 days’ notice prior to any cancellation.

It shall be the responsibility of the Contractor to ensure that all subcontractors carry insurance of not less than those coverages and limits specified herein. Proper evidence of this compliance must be forwarded to the County's Contract Specialist prior to the inception of any work by subcontractor.

The undersigned certifies and agrees to procure and maintain the insurance requirements indicated above and on Attachment A throughout the contract Period of Performance.

(Name of Company)

(Signature) (Date)

# ATTACHMENT A

**INSURANCE CHECKLIST**

**SOLICITATION NUMBER:** **RFP-25-064**

**TITLE OF SOLICITATION: PEYTON AREA ROADS DESIGN SERVICES: RAILROAD, MAIN, AND FRONT STREEETS**

**Insurance items checked below have been identified as necessary requirements for this Contractor per the desired scope of work. EL PASO COUNTY SHALL BE NAMED AS ADDITIONAL INSURED ON ALL RELEVANT POLICIES.**

|  |  |  |
| --- | --- | --- |
| **Insurance Item:** | **Required** | **Waived** |
| Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section and per **EXHIBIT 5** at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the County. | **X** |  |
| **Workers’ Compensation:** Workers’ compensation insurance as required by state statute, and employers’ liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment. | **X** |  |
| **Commercial General Liability:** Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: $1,000,000 each occurrence; $2,000,000 general aggregate;$1,000,000 products and completed operations aggregate; and $50,000 damage to premises rented to you – any one premises. | **X** |  |
| **Automobile Liability:** Automobile liability insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit. | **X** |  |
| **Subrogation Waiver:** All insurance policies secured or maintained by Contractor in relation to this contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against the County, its agencies, institutions, organizations, officers, agents, employees, and volunteers. | **X** |  |
| **Garagekeepers Coverage:** Garagekeepers coverage for loss to vehicles in the Contractors custody for servicing or storage with a minimum limit of $500,000 for each loss. |  | **X** |
| **Umbrella Liability Insurance**: Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Contractor’s primary Employer’s Liability, Commercial General Liability and Commercial Automobile Liability with limits of: $1,000,000 each occurrence and aggregate. Higher or Lower limits may be required or determined acceptable at the sole discretion of County. | **X** |  |
| **Protected Information:** If Contractor’s scope of work will include access to Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, Contractor shall maintain Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than $1,000,000 each occurrence; and $2,000,000 general aggregate to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of County. |  | **X** |
| **Pollution Liability:** If Contractor’s scope of work includes any pollution liability exposure, Contractor must provide and maintain a separate Pollution Liability Insurance policy. Such insurance shall include coverage for the Hold-Harmless or Indemnification Clause contained in this Agreement. Coverage shall include Additional Insured status in favor of County, its agents and employees and a Waiver of Subrogation in favor of additional insured parties the policy shall be written with a limit of liability no less than $1,000,000 each occurrence and aggregate. |  | **X** |
| **Professional Liability/Malpractice Insurance:** Professionals to include: physicians, nurses, psychologists, social workers, etc. If Contractor’s scope of work includes the performance of professional services, Contractor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission in performance of the professional services with minimum limits as follows: $1,000,000 each claim; and$2,000,000 general aggregate. Policy shall include coverage for bodily injury and sexual misconduct claims. |  | **X** |
| **Professional Liability Insurance:** Professionals to include: Architects, Engineers, Construction Managers. If Contractor’s scope of work includes the performance of professional services, Contractor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission, or negligent professional act in performance of the professional services with minimum limits as follows: $1,000,000 each claim; and $2,000,000 general aggregate. |  **X** |  |
| **Professional Liability Insurance (Errors and Omissions):** Miscellaneous professions to include: IT Consultants/Programmers, Insurance Brokers, Accountants, Real Estate Agents, Etc. If Contractor’s scope of work includes the performance of professional services, Contractor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission, or negligent professional act in performance of the professional services with minimum limits as follows: $1,000,000 each claim; and $1,000,000 general aggregate. |  |  **X**  |
| **Crime Insurance:** If Contractor’s scope of work includes Contractor or Contractor’s employees’ involvement with money or securities of County, Contractor shall provide and maintain Commercial Crime coverage for a loss arising out of or in connection with any fraudulent or dishonest act committed by employees of the Contractor, in an amount of not less than $1,000,000 single limit. Commercial Crime Coverage shall include third party liability coverage and list County as a loss payee |  | **X** |
| **Builders Risk:** The Contractor shall purchase and maintain All Risk Builder's Risk insurance upon the entire Project to One Hundred Percent (100%) of the insurable value thereof for the benefit of the Owner and the Contractor. Such insurance shall include any and all direct damage to all structures under construction (including temporary structures) and all materials, supplies, machinery, and equipment at the work site which are or will be incorporated in the work, which is caused by hazards such as but not limited to, the hazards of fire, lightning, wind, earthquake, flood, vandalism, malicious mischief, and other hazards included in a standard Extended Coverage Endorsement. |  | **X** |

# Logo El Paso County Established 1861STATEMENT OF QUALIFICATIONS #SOQ-25-061 ATTACHMENT B – SAMPLE PROFESSIONAL SERVICES AGREEMENT

The Sample Professional Services Agreement is included in this solicitation for information and reference purposes only.

It is the responsibility of the Contractor to provide any exceptions to this Solicitation and/or Professional Services Agreement with its response for evaluation by El Paso County. It is the responsibility of the Consultant to provide the Solicitation and Sample Professional Services Agreement to their Legal Counsel for review and notation of any exceptions prior to submitting a bid.

Following the determination of award, El Paso County and the successful Contractor will execute this document to consummate a contract between the parties. The Solicitation and the Contractor’s Offer will be attached and incorporated as part of the contract.

# REMAINDER OF PAGE LEFT INTENTIONALLY BLANK