



El Paso County
Contracts and Procurement
15 East Vermijo Avenue
Colorado Springs, Colorado 80903
REQUEST FOR PROPOSAL #RFP-22-078
COVER SHEET

Release Date	May 11, 2022
Solicitation Number	RFP-22-078
Solicitation Title	FOX RUN NATURE CENTER DESIGN
Services to be performed for	El Paso County – Community Services Department
Responses will be received until	3:00 P.M., MST, Wednesday, June 8, 2022 Electronically through the Rocky Mountain E-Purchasing System
For additional information please contact	Kendall Bik, Procurement Specialist Email: KendallBik@elpasoco.com 719-520-6675
Documents included in this package	Request for Proposal Cover Sheet General Terms and Conditions Special Terms and Conditions Scope of Work Response Submittal Requirements Attachments

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

PRINT OR TYPE YOUR INFORMATION

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

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1. **APPLICABILITY.** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" and/or "Responses") made to El Paso County (hereinafter referred to as "County") by all prospective suppliers (herein after referred to as "Consultants" and/or "Consultants") in response, but not limited, to Invitations to Bid, Invitations for Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitations").

2. **CONTENTS OF OFFER**

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

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

2.1.2 Consultants 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.

2.1.3 Consultants 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 Consultant's Offer, it shall be construed that the Consultant's Offer fully complies with all conditions identified in this Solicitation.

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

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

Any Consultant claiming an exemption must identify the specific provision of the Open Records Act that provides an exemption from disclosure for each item that the Consultant claims is not subject to disclosure and must submit an additional bound copy of the Response with each exempt item clearly redacted. Any Consultant claiming an exemption must also state in its Response that the Consultant agrees to defend, indemnify, and hold harmless the County 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 Consultant who fails to include an exemption statement along with the additional redacted copy of the Response shall be deemed to have waived any right to an exemption from disclosure as provided by the Open Records Act.

2.2 Clarification and Modifications in Terms and Conditions

- 2.2.1** Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the specifications outlined in this Solicitation, the specifications then the Special Terms and Conditions will prevail.
- 2.2.2** If any Consultant contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Consultant must submit a **written request** for clarification to the County's Contracts and Procurement Manager or their designee as outlined in the Special Terms and Conditions. The Consultant submitting the request shall be responsible for ensuring that the request is received by the County's 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 technical submission of Offers are required. Addenda will be posted on the Rocky Mountain E-Purchasing System web site (<http://www.rockymountainbidsystem.com>) as well as El Paso County web site (<http://www.elpasoco.com>). Consultants are responsible for either revisiting one of these websites prior to the due date or contacting the Contracts and Procurement Manager or their designee named on the Cover Sheet of this Solicitation to ensure that they have any addenda which may have been issued after the initial download.

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

2.3 Prices Contained in Offer--Discounts, Taxes, Collusion

- 2.3.1** Consultants may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award. If the Consultant does not enter a percentage discount, 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.
- 2.3.2** Consultants 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 Consultant in conjunction with this contract will, however, be subject to applicable state and local sales taxes. These taxes shall be borne by the Consultant. Under no circumstances shall Consultant be authorized to use the County's tax exemption number in acquiring such materials.
- 2.3.3** The Consultant, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, services, or with the County. The Consultant also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the County's public procurement process, all Consultants are hereby placed on notice that any and all Consultants who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

3. PREPARATION AND SUBMISSION OF OFFER

3.1 Preparation

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

3.2 Submission

- 3.2.1 The Offer shall be submitted via the Rocky Mountain E-Purchasing System with the Consultant's name, the RFP Number, and the RFP Title. When required in conjunction with the prescribed method of award, the County's Pricing Form must be used when the Consultant is submitting its Offer. The Consultant shall not alter this form (e.g., add or modify categories for posting prices offered) unless expressly permitted in an addendum duly issued by the County. No other form shall be accepted.
- 3.2.2 Offers submitted via facsimile machines, mail, or email will not be accepted unless expressly permitted in the solicitation.
- 3.2.3 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.

- 3.3 **Late Offers.** Offers received after the date and time set for the opening will not be authorized to enter into the electronic lockbox and will be deemed as non-responsive.

4. MODIFICATION OR WITHDRAWAL OF OFFERS

- 4.1. **Modifications to Offers.** Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the County's Contracts and Procurement Division must have the Consultant's name and return address and the applicable Solicitation number and title clearly

marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County's Contracts and Procurement Division will be considered the valid modification.

4.2. Withdrawal of Offers

- 4.2.1** Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.
- 4.2.2** In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days after the opening. If an Offer is withdrawn by the Consultant during this ninety-day period, the County may, at its option, suspend the Consultant from the bid list and may not accept any Offer from the Consultant for a six-month period following the withdrawal.

5. REJECTION OF OFFERS

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

- 5.1.1** Reject any and all, or parts of any or all, Offers submitted by prospective Consultants;
- 5.1.2** Re-advertise this Solicitation;
- 5.1.3** Postpone or cancel the process;
- 5.1.4** Waive any irregularities in the Offers received in conjunction with this Solicitation; and/or
- 5.1.5** Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the County.

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

- 5.2.1** The Consultant misstates or conceals any material fact in its Offer;
- 5.2.2** The Consultant's Offer does not strictly conform to the law or the requirements of the Solicitation;
- 5.2.3** 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;
- 5.2.4** The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or specifications; or
- 5.2.5** The Offer has not been executed by the Consultant through an authorized signature on the Specification's Cover Sheet.

5.3 Elimination from Consideration

- 5.3.1** To ensure fair consideration for all Consultants, the County prohibits communication initiated by a Consultant or on a Consultant'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 Consultant or on a Consultant'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 Consultant shall be grounds for eliminating the offending Consultant from consideration for award.

- 5.3.2** An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the County upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the County.
- 5.3.3** 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.

6. AWARD OF CONTRACT. El Paso County and the successful Consultant shall execute the County's Professional Services Agreement (see Attachment B) to consummate a contract between the parties. This Solicitation and the Consultant's Offer shall be attached and incorporated as part of that contract.

7. CONTRACTUAL OBLIGATIONS

- 7.1 Local, State and Federal Compliance Requirements.** Successful Consultants 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).
- 7.2 Disposition.** The Consultant 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.
- 7.3 Employees.**
- 7.3.1** All employees of the Consultant shall be considered to be, at all times, employees of the Consultant, under its sole direction, and not employees or agents of the County. The County may require the Consultant 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 Consultant shall be permitted to use tobacco products when performing work on County property.
- 7.3.2** 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.
- 7.4 Workers' Compensation Insurance.** Each Consultant and subConsultant 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 Consultant or subConsultant in accordance with the provisions of the laws of the State of Colorado. The Consultant 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.
- 7.5 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 Consultant 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 Consultant or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the County shall charge the Consultant any difference between the Consultant's price and the price to be paid to the next lowest Consultant, as well as any costs associated with the re-solicitation effort.

7.6 Material or Service Priced Incorrectly. As part of any award resulting from this process, Consultant(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, Consultant(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

8. CONTRACT MODIFICATIONS. Terms and conditions may be added, modified, and deleted upon mutual agreement between the County and the Consultant 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 Memorandum of Understanding and executed by authorized agents of the County and the Consultant prior to the enactment of such modifications.

9. TERMINATION OF CONTRACT

9.1 Failure to perform. The County may, by written notice to the successful Consultant, terminate the contract if the Consultant 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.

9.2 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. **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 Opening and 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 Consultant is responsible for ensuring its Response is posted by the due date and time outlined in the solicitation document.

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

The Solicitation Opening for RFP-22-078 will take place VIA TELECONFERENCE on June 8, 2022 @ 3:00 p.m. utilizing the call-in information below:

Participant-guest login:

1. Dial access number: 1-720-279-0026
2. Enter the participant-guest pass code: 514880#

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

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

May 11, 2022	Release Request for Proposal
May 19, 2022 @ 9:00 a.m.	RECOMMENDED Pre-Proposal Meeting
May 25, 2022 @ 10:00 a.m.	Deadline for Submitting Questions
June 8, 2022 @ 3:00 p.m.	Response Submission Deadline
July 2022	Issue Notice of Intent to Award

3. **PURPOSE OF SOLICITATION:** El Paso County is issuing this Solicitation for the purpose of entering into a contract for services as specified herein from a Consultant(s) that will provide prompt and efficient service to the County for Fox Run Nature Center Design. Although this Solicitation specifies an exact location and timeline for these services to be completed, it is understood and agreed that the County may, during the term of the contract, request additional services be performed by the successful Consultant(s) at other locations within El Paso County. This option, if exercised, is the prerogative of the County and shall be honored by the Consultant(s) throughout the contract period. No guarantees are made that additional services will be requested.
4. **PRE-PROPOSAL MEETING AND SITE VISIT IS RECOMMENDED:** A recommended pre-proposal meeting and site visit will be conducted at Fox Run Regional Park located at 2110 Stella Drive, Colorado Springs, CO 80921 at 9:00 a.m. on May 19, 2022, to discuss the specifications. The Nature Center is to be located at the Fallen Timbers parking area (39.064475, -104.792266). A representative of the Consultant is encouraged to attend this meeting and site visit in order to become familiar with the site and specifications.
5. **TERM OF CONTRACT:** The awarded contract shall commence on July 1st, 2022 and shall remain in effect through December 31st, 2023. Notwithstanding, it shall be understood and agreed that any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.
6. **OPTION TO RENEW FOR SUBSEQUENT YEARS (WITH PRICE ADJUSTMENT):** The prices or discounts quoted in this Solicitation shall prevail during the specified term of the contract, at which time the County shall have the option to renew the contract for one additional one-year periods. Continuation of the contract beyond

the initial period is a County prerogative and not a right of the Consultant and will be exercised only when such continuation is clearly in the best interest of the County. During the option period, the County will consider an adjustment to the pricing structure if the manufacturer or supplier notifies the Consultant of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Consultant/supplier by the manufacturer. The Consultant shall notify the County of such adjustments during the option period at least sixty calendar days prior to the end of the then current contract year and must include detailed justification for the requested adjustment. The County reserves the right to reject any price adjustments submitted by the Consultant and/or to terminate the contract with the Consultant based on such price adjustments.

The County may consider an adjustment to the pricing structure outside of the option period if such adjustment would be detrimental to the Consultant. The Consultant shall submit an immediate request for such an adjustment in writing to the Contracts and Procurement Division and must include detailed justification for the requested adjustment outside of the option period. This consideration is a County prerogative and there is no guarantee that the request will be accepted outside of the option period. The County reserves the right to accept, reject or negotiate any price adjustments submitted by the Consultant and/or to terminate the contract with the Consultant based on such price adjustments.

- 7. 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 Kendall Bik, Procurement Specialist, Contracts and Procurement Division, El Paso County. The Consultant submitting the question(s) shall be responsible for ensuring that the question(s) is received by the date and time listed above in the schedule of activities for submitting the question(s).

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

- 8. 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 Consultants who obtain solicitation documents from the Rocky Mountain E-Purchasing System or El Paso County website will be in receipt of officially posted and relevant information regarding solicitations issued by El Paso County. 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.

- 9. METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE:** It is the intent of the County to award this Solicitation to the Consultant who receives the highest score when the Responses submitted by interested Consultants 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 particular order:

- Experience and Qualifications
- Project Understanding and Approach
- References and Past Performance
- Fee Proposal

A more detailed description of these criteria can be found on Page 21 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 Consultant, risk, and incentives.

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

The County reserves the right to conduct negotiations with Consultants 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 Consultants. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.

- 10. 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 five (5) years, the Consultant may be asked to furnish information for this investigation as the County requests. Such information includes but not limited to: current/past company references, current licensing information, history of the firm on assessments of liquidated damages, 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 herein. Conditional Responses will not be accepted.
- 11. SAMPLES OF SERVICE MAY BE REQUIRED DURING EVALUATION:** After the Responses are opened by the County, the Consultants may be required to demonstrate their competency and ability to provide the quality of service that will be required by the County during the contract period. Such demonstrations will be provided to the County for evaluation by, and at no cost to, the County. If a demonstration of competency is required, the County will notify the Consultant of such and will specify the deadline for providing the demonstration. The County reserves the right to establish its own procedures for evaluating the Consultants' competencies and abilities. On the basis of these evaluation criteria, the County shall be the sole judge of the abilities of each Consultant in conformance with standards established in the Specifications and its decision shall be final.
- 12. 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.
- 13. 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.
- 14. PROOF OF REGISTRATION WITH THE COLORADO SECRETARY OF STATE:** Successful Consultants that are corporations or limited liability companies will 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 award.
- 15. 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.

- 16. CONFLICTS WITHIN THE CONTRACT DOCUMENTS:** In the event that conflicts exist within the Contract Documents, the policies stated in the following paragraphs shall govern: A. Addenda shall supersede all other Contract Documents to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified. B. Drawings and Specifications are intended to agree and be mutually explanatory and shall be accepted and used as a whole and not separately. Should any item be omitted from either the drawings or Specifications as specified, it shall be implied that such omissions are contained in both the drawings and the Specifications as necessary for the proper construction of the work herein specified. Should any error or disagreement between the Specifications and drawings exist or appear to exist, the Consultant shall not avail itself of such manifestly unintentional error or omission but must have same explained or adjusted by the County's project manager before proceeding with the work in question.
- 17. LOCATION OF WORK:** The work described in this Solicitation shall be performed at Fox Run Regional Park located at 2110 Stella Drive, Colorado Springs, CO 80921. The Nature Center is to be located at the Fallen Timbers parking area (39.064475, -104.792266). CO.
- 18. 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.
- 19. ELIGIBILITY OF CONSULTANTS - MUST BE ENGAGED IN PERFORMING SERVICES RENDERED:** Solicitations will only be considered from firms which are engaged in the business of performing services as described in this Solicitation. The Consultants must be able to produce evidence that they have an established satisfactory record of performance for five (5) years 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.
- 20. 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.
- 21. SUB-CONSULTANTS OF WORK SHALL BE IDENTIFIED:** As part of its Response, the Consultant shall be required to identify any and all sub-Consultants 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 sub-Consultant(s). The competency of the sub-Consultant(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.
- 22. 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. All materials, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.
- 23. MODIFICATION TO PROJECT DESIGNS:** The County's Project Manager reserves the right to change the design shown on the contract documents without additional cost, provided that there is no increase in the amount of time, workmanship or cost to the Consultant. Any conflict or inconsistency between the drawings and Specifications, and/or any discrepancy between any dimension of the drawings, shall be reported, in writing,

by the Consultant to the Project Manager whose decision thereon shall be conclusive. Any errors, omissions, ambiguities, and/or discrepancies which are found on the drawings or in the Specifications during the course of the work shall be interpreted by the Project Manager and conveyed to the Consultant. If the Contract Documents are not complete as to any minor detail, but there exists an accepted manufacturing standard, such details shall be deemed to have been implied and required by the Contract Documents in accordance with such standard. The Consultant hereby agrees to abide by the Project Manager's interpretation and agrees to complete the work in accordance with the decision of the Project Manager.

24. 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.

25. VALUE ADDED PROPOSALS ENCOURAGED: El Paso County is interested in maximizing the impact of expenditures as it relates to achieving additional value that would further benefit the County and its operations, as well as, its community of citizens and their taxed base funding. As such, Consultants are encouraged to consider, develop, and propose value added concepts, programs, components that would further enhance the services/acquisition represented in this solicitation request. Suggestions for value added components include, but may not be limited to: Incentive and rebate programs, recommendations for enhancements, additional items to be provided to the County, etc.

26. METHOD OF PAYMENT - MONTHLY INVOICES: The successful Consultant(s) shall submit monthly invoices by the tenth day of each month. These invoices shall be submitted to the County's Project Manager. The invoice shall reflect the appropriate Purchase Order number, the service location(s) and the type of service provided to the County in the prior month.

27. SALES TAX: The County is exempt from paying State or Local Sales Taxes. Consultants should be aware of CONSULTANT 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.

28. INSURANCE:

- A. The Consultant 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 Consultant, pursuant to Attachment A. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Consultant 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.
- B. The Consultant shall procure and maintain, during the life of this Agreement, for itself and any subconsultants, the minimum insurance coverages listed below. 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 Consultant, 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 Consultant requires a subconsultant to obtain insurance coverage, the types and minimum limits of this coverage may be different than those required, as stated herein for the Consultant.

- 1. The certificate of insurance provided by the Consultant shall be completed by the Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and **shall be 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 named and sent to:

El Paso County
Board of County Commissioners
Attn: Contracts and Procurement Division
15 East Vermijo Avenue
Colorado Springs, Colorado 80903

2. It is the affirmative obligation of the Consultant 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.
3. Failure on the part of the Consultant 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 Consultant to the County upon demand, or the County may offset the cost of the premiums against any monies due to Consultant from the County.
4. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
5. 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.

29. INDEMNIFICATION: Indemnification – General. The Consultant 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 Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant 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 Consultant or any other person or entity whatsoever, for any purpose whatsoever.

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

- 30. 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 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.
- 31. 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 Consultant written notice of such non-appropriation.
- 32. EQUAL OPPORTUNITY:** El Paso County intends and expects that the contracting processes of the County and its Consultants provide equal opportunity without regard to gender, race, creed, ethnicity, religion, age, sex, national origin, or disability and that its Consultants make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as subconsultants, Consultants, or otherwise. Accordingly, the Consultant 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 Consultant shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subconsultants who may be interested. The Consultant shall maintain records demonstrating its compliance with this article and shall make such records available to the County upon the County's request.
- 33. 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 Consultant. 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 Consultant as a result of this Solicitation.
- 34. CONFIDENTIALITY:** Responses to this Solicitation are considered to be working documents while they are under consideration and, as such, are not subject to official bid openings. The only information released at the public opening of Request for Proposals, Request for Qualifications or Request for Quotes that are not cost driven, will be the names of the respondents. Only after staff makes an official recommendation of award and a contract is fully executed will Responses to this Solicitation be available as public record.

In consideration of Invitation for Bids or for Request for Quotes that are 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 Consultant. 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 Consultant's Response shall be identified as such. Should the County receive a request for the release of any information in the Consultant's Response identified as confidential in accordance with the open records law, the County will notify the Consultant of the request and will exercise best efforts in assisting the Consultant in taking all legally available steps to resist or narrow such request. If, in the opinion of 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.

- 35. 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 proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subconsultant under a contract to the prime Consultant or higher tier subconsultant 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 proposal shall be disqualified and shall not be reinstated.

- 36. BUDGET:** Budget will not be disclosed.

- 37. DEBARMENT:** By submitting this Response, the Consultant warrants and certifies that they are eligible to submit a Response because they are 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.

- 38. LOGOS:** The County logo is trademarked and property solely of El Paso County. Consultants 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 as to not influence an evaluator's evaluation.

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1. SPECIFICATIONS

The El Paso County Community Services Department is accepting sealed proposals from qualified, experienced, architectural firms to provide architectural building plans and civil construction plans for the Fox Run Nature Center Project ("Project"). The successful Consultant shall provide the services herein, and as described in this RFP and other County attachments and specifications. The services requested in this RFP primarily include conceptual and final architectural building plans for the nature center and civil construction plans for the project site at Fox Run Regional Park.

A team approach shall be implemented during design process with El Paso County/Owner as a part of the design team. The El Paso County Team will include, at a minimum, Planning Supervisor, Recreation & Cultural Services Division Manager, North District Maintenance Supervisor, Department of Public Works Engineering engineer, and a facilities Department representative. The Planning Supervisor will serve as the primary point of contact. The attached Feasibility Study and Interpretive Master Plan will be used as guiding documents throughout the project.

Interested Consultants should be ready to demonstrate previous work experience with similar projects. Experience working with other governmental agencies and like projects will be a key evaluation factor. Please provide previous work examples and resumes of key personnel.

The County will work to expedite this project to ensure it can be completed in a timely manner. This includes maintaining an accurate project schedule, providing prompt reviews at project milestones, and working with the Consultant and Consultant during construction activities.

The overall budget for construction of the Fox Run Nature Center is \$2.5 - \$4 million.

Objective

The Consultant shall prepare architectural building plans and civil construction plans for the Fox Run Nature Center. The plans will be developed in conjunction with the Project Team with review of preliminary and final deliverables as outlined below.

2. REQUIRED DOCUMENTATION

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

- Consultant Information Form
- Proprietary / Confidential Statement
- Sub-Consultant List, if applicable
- Exhibit 1 – Exception Form
- Exhibit 2 – Debarment Certification
- Exhibit 3 – Lobbying Certification
- Exhibit 4 – Non-Collusion Affidavit
- Exhibit 5 – Minimum Insurance Requirements

3. SCOPE OF WORK

A. PROJECT MANAGEMENT / COORDINATION

1. Project Manager

The Consultant shall identify a Project Manager for this project who will work directly for and support the County Project Manager in the management and administration of the project. The Consultant's Project Manager shall be available Monday through Friday to respond to the County Project Manager throughout the project. The Consultant shall also identify an Assistant Project Manager capable of filling in for the Project Manager if the Project Manager is not available due to travel, illness, or other event that will be longer than one week in length. The Consultant will coordinate with the County Parks Project Manager and Project Team to complete project tasks. Except for procurement and contract issues for which an assigned Procurement Specialist will serve as the primary contact, the County Project Manager will serve as the main point of contact with the Consultant.

2. Project Schedule

The Consultant shall provide, track, and update the project schedule and milestones. The schedule shall be developed in sufficient detail to track all project tasking reflected in the statement of work submitted in the approved proposal. Additional tasks and sub-tasks shall also be included in the schedule where appropriate. An updated schedule along with a narrative report detailing progress, key issues, as well as a one-month "look-ahead" of upcoming work efforts, shall be provided to the County Project Manager with the monthly invoice at the end of each month for the project duration.

Preliminary Project Schedule (TBD and refined with consultant)

- | | |
|--|------------------------------|
| • Secure architectural firm: | June 2022 |
| • Provide preliminary designs: | October 2022 |
| • Conduct public meeting / webpage posting | November 2022 |
| • Complete 30% design and cost estimate: | February 2023 |
| • Complete 60% design and cost estimate: | May 2023 |
| • Conduct public meeting / webpage posting: | June 2023 |
| • Complete final construction documents,
Specifications, and final cost estimate: | October 2023 |
| • Permitting / regulatory approvals: | November 2023 |
| • Bid construction: | November 2023 |
| • Construction: | January 2024 – December 2024 |

3. Project Coordination

The Consultant shall work closely with the County Project Manager, obtaining information, and coordinating utility issues as required for advancing the project. 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 all meetings, prepare meeting materials, provide meeting agendas, and track discussion and action items generated by the meeting attendees. A Project kickoff meeting shall be held with the County Project Team at a location specified by the County prior to the Consultant beginning work on the Project. It is anticipated that at least bi-weekly teleconferences or progress meetings at County Parks offices will be held, as needed.

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

The Consultant shall contact, and coordinate utility locates with all utility providers within the Project area. Private locate services and potholing, as required, shall be included in the work, and shall be accomplished during design.

4. Public Coordination and Stakeholder Engagement

The County anticipates public involvement with this project and requests a facilitator be tasked with managing external communications and stakeholder outreach. The Consultant shall develop and

maintain a communications plan for the duration of the project. At a minimum, public input will include two public meetings (or virtual presentations if deemed necessary) at key project milestones. The Consultant shall also develop and maintain a project webpage and be responsible for developing graphics, project updates, and other communication peripherals.

5. Equity and Inclusion Stakeholder Group

The County wishes to establish a stakeholder group (name TBD) to ensure that the nature center serves underserved populations. The nature center must be designed and programmed to provide equitable, diverse, and inclusive access to the outdoors. This group shall be charged with aiding in the design and programming of the nature center, will be used to disseminate project updates, and will also aid with outreach and fundraising efforts (e.g. Great Outdoors Colorado). The Consultant shall take the lead in identifying these groups, develop a communications and outreach plan, and manage all project communications and meeting facilitation. The County anticipates this group shall meet on a regular basis, as appropriate, to strategize and review progress.

B. ARCHITECTURAL BUILDING PLANS AND CIVIL CONSTRUCTION DRAWINGS

The Consultant shall prepare conceptual plans for the nature center, and complete preliminary construction plans, and a final construction plan set to include, at a minimum: site plan, grading plan, building elevations, floor plans, and specifications to address all civil, road and parking, utility, building, electrical, fire, mechanical and plumbing systems. Standard plan sheet size shall be 11x17 or 8½x11 as appropriate. The preliminary and final review plans shall be presented to the County at team meetings. For scheduling purposes, the Consultant shall allow one (1) calendar week for County review for plan reviews, before proceeding to the next task. Construction drawings for the final architectural building plans shall be signed and sealed by a licensed architect in the state of Colorado as applicable. Civil construction plans shall be signed and sealed by a licensed engineer in the state of Colorado as applicable.

1. Utility Coordination

All existing and proposed utility systems must be considered during the design of the nature center. The Consultant is responsible for locating all utilities in the field prior to completion of preliminary design. Known private utilities in the area include electricity and water servicing the existing restroom and parking lot lights. There is no sewer service at the site. Supplied site maps shall be redlined to clearly identify any existing utility locations. If underground utilities are within the project limits, and changes to vertical grade are anticipated, the Consultant shall pothole to determine accurate horizontal and vertical locations. The Consultant shall implement the results of these investigations and recommendations into the construction documents.

2. Permitting Coordination

The Consultant shall take the lead in coordination with permitting agencies to determine anticipated permitting requirements for construction such as Pikes Peak Regional Building Department, State and/or County permits. A memorandum summarizing required permits shall be provided to the County Project Manager. The Consultant shall furnish final construction documents and specifications that are adequate for all anticipated permitting requirements for construction. The Consultant shall submit the final plans for regulatory review and update the plans accordingly. Some permits may include Colorado Department of Health and Environment; El Paso County Erosion and Stormwater Quality Control Permit; Stormwater Management Plan.

3. Site Access, Staging, and Safety Requirements

The Consultant shall be responsible for identifying equipment and construction staging area(s), and provide notation on the final Construction Documents stating the following: (1) staging areas shall be on existing hard surfaces, such as a portion of the primary parking lot; (2) staging areas shall avoid existing trails; (3) staging areas shall limit need to remove treed areas; (4) haul routes within Fox Run Regional Park shall be identified (5) any equipment and construction staging area, trail, or facility closure must be approved by the County Project Manager; (6) all staging and construction areas must be identified and secured with storm water and erosion control BMP's.

4. Preliminary Design Development

The Consultant shall develop three (3) preliminary designs for project team review. The consultant shall visit the project site, review the provided Nature Center Feasibility Study and Master Interpretive Plan, and review architectural trends and industry standards. The designs will be

provided to the County for review and shall include sufficient detail that may include conceptual architectural and site plans, renderings, or other graphics.

5. Preliminary Construction Documents

The Consultant shall prepare preliminary construction plans for the preferred design to include, at a minimum: architectural building plans, surveying, civil construction plans, site plan, grading plan, building elevations, and floor plans. The demolition of the existing restroom building shall also be included. A detailed outline of anticipated project specifications shall be provided based on the preliminary plans addressing building, electrical, fire, mechanical and plumbing systems.

Prior to document submission, the Consultant shall also provide draft and/or progress documents to the County in sufficient time to allow County review, as required, and incorporate comments into the final document submittal. For scheduling purposes, the Consultant should allow one (1) calendar week for review depending on the size and complexity of the report/document submission. Draft and final submissions should be reflected on the project schedule.

6. Preliminary Cost Estimate

A preliminary construction cost estimate shall be provided based upon the preliminary construction documents at 30% and 60% design. The estimate will include all elements that will impact the project, including, but not limited to alternative/optional design elements, architectural building plans, civil construction plans, building demolition, site plan construction, and contingencies.

7. Final Construction Documents

Based on the preliminary design approved by the County, the Consultant shall prepare final construction plans and documents, in hardcopy and electronic format (pdf) as required by the County. Prior to commencing final plan production, all salient features of the preliminary plan shall be determined for the project and approved by the County.

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 one (1) calendar week for review depending on the size and complexity of the report/document submission. Draft and final submissions should be reflected on the project schedule.

The construction documents will be finalized following the plan format provided by the County. Standard plan sheet size shall be 11x17 or 8½x11 as appropriate. As stated previously, architectural building drawings for the final design shall be signed and sealed by a licensed architect licensed in the state of Colorado as applicable. All civil construction plans shall be signed and sealed by a licensed engineer in the state of Colorado as applicable.

8. Final Cost Estimate

A detailed construction cost estimate shall be updated based upon the completed and ~~approved~~ final design construction drawings. Estimates will include all construction material items, building construction, civil construction, utilities, mobilization, construction traffic control, and force account work required to complete the project.

9. Final Deliverables

One (1) original and one (1) copy of all final deliverables shall be signed and sealed by a licensed architect / engineer in the state of Colorado as applicable prior to beginning construction. All final deliverables shall be provided as hard copies and digitally. All the following deliverables shall be clearly organized and indexed for easy access and retrieval:

- A. Three nature center concept designs
- B. Utility memo
- C. Traffic study
- D. Preliminary construction documents and specifications
- E. Preliminary cost estimates (30% and 60%)
- F. Final architectural building plans and civil construction documents and specifications
- G. Staging & traffic control plan
- H. Summary of approximate quantities for both architectural and civil construction
- I. Final cost estimate
- J. Estimated construction schedule
- K. Outline of necessary construction permits

C. DESIGN CONSIDERATIONS / PROJECT ELEMENTS

1. Design Considerations

The Consultant shall review the Northern Nature Center Feasibility Study, Interpretive Master Plan, and consider the following considerations during the design process. These considerations should inform the concept design, and through refinement, be incorporated into the preliminary and final design drawings as appropriate.

- A. Nature center building plans shall include all structural, foundation, mechanical, utilities, programmed exhibit spaces, administrative offices, and storage as outlined in the guiding attachments.
- B. All civil construction plans shall include all site surveying, drainage report/memo, geotechnical reports, grading, utilities, concrete, parking, outdoor education spaces, and any other supporting site improvements as outlined in the guiding attachments.
- C. While not required, strive to achieve LEED / certification, or incorporate LEED elements into the design depending on cost.
- D. Explore the use of construction materials that may reduce carbon footprint and promote the use of recycled or sustainable materials.
- E. Evaluate the use of renewable energy into the design of the nature center. This includes items such as wind, solar, geothermal heat pump, and xeriscaping.
- F. Depending on costs, explore phased construction as outlined in the guiding attachments.

D. CONSTRUCTION SUPPORT SERVICES

The Consultant shall provide the following support services during bidding and construction of the nature center:

1. Respond to Requests for Information (RFI)

Upon advertisement of the Project for construction, the Consultant shall make available services as requested to assist in the evaluation of construction bids and the resolution of construction problems that may arise during the construction of the Project. The Consultant shall respond in a timely fashion to questions and requests for clarification related to the design. All responses are to be coordinated through the County Project Manager.

2. Shop Drawing & Submittal Reviews

The Consultant shall provide a list of all submittals required by the contract documents, track the submittal and approval process, and provide timely comment/approval based on the review of submittals and shop drawings for conformance with the contract documents, in connection with this work.

3. Meetings

The Consultant will attend construction meetings with the Consultant and County Project Manager and shall support the County in providing clarification and design input to questions about the design or in addressing field related problems that require design input.

4. As-Built Drawings:

Upon completion of project construction, the Consultant shall utilize redlines provided by the Construction Consultant to create electronic as-built plans. An electronic pdf copy and two (2) original sealed and signed as-built plan sets shall be provided to the County – one (1) 8.5x14 set and one (1) 11x17 set. As-built construction plans shall be digitally produced in AutoCAD. All files shall be submitted to the County electronically. They shall be indexed and include a table of contents for the files. All AutoCAD files with cross-referenced files (xrefs) shall have those xrefs identified in the index for each drawing file applicable. All drawing “.DWG files”, “.TIN” files, and other files pursuant to designing the work produced shall be included and properly indexed.

4. EVALUATION CRITERIA

The evaluation committee will score Responses based on the following criteria:

- Experience and Qualifications
 - Provide clear statements of qualifications and experience directly related to the services listed. Include technical education, training, and experience in the kind of work services to

- be undertaken. Identify new or innovative solutions and techniques employed on similar previous work. Include a description of the quality, quantity, and continuity of experience of the proposed firm.
 - Provide resumes of the key personnel that will be assigned to the contract, indicating their responsibility towards the operation of the contract.
- Project Understanding and Approach
 - Include the Consultant's proposed approach to converting the Scope of Services to a work project plan. The County will consider the detail and clarity of the approach to undertaking the project, the Consultant's ability to identify any special problems or concerns associated with the project, and ideas on how these obstacles should be addressed, including innovative approaches or techniques that are proposed to be applied to the project, and the overall demonstrated understanding of the work project and its requirements, by the thoroughness of the Consultant's project approach.
 - Submit an outline for the transition activities and/or milestones. Provide an estimated schedule that will maximize efficiency to provide the best value to the County.
- References and Past Performance
 - Provide a minimum of three (3) references to include agency name, contact name, contact phone number, and contact email.
 - Provide a list and brief description of projects performed by the Consultant, the proposed subconsultants, and key personnel during the past three (3) years. Only include those projects that are substantially similar in scope to the required service categories outlined in this solicitation.
- Fee Proposal
 - Provide Fee Schedule on the form included in this solicitation and include with your proposal. State your company's fee structure/rate/compensation for 12-month period. Include detailed line items to justify your cost. State your company's transition services, if applicable.

5. RESPONSE FORMAT

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

To facilitate an effective evaluation process, responses must be submitted on 8.5" x 11" inch paper, single-sided pages with a minimum font of 10, and all pages should be numbered in the following manner: page ___ of ___ pages with a maximum of one hundred (100) 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 100-page limit. Schedules, if applicable, may be submitted on 11" x 17" sheets and are counted as one page (limit of five pages).

Submittals should be prepared simply and economically providing a straightforward, concise description of the Consultant's ability to 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 Consultant is responsible for ensuring its Response is posted by the due date and time outlined in the solicitation document.

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

To enable the County to conduct a uniform review of the information submitted in response to this Solicitation, Consultants 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.

- A. Provide response without reference to El Paso County logo or company logo in **one** PDF document
- B. Submit response in a tab format that follows a clearly outlined Table of Contents that identifies all material and attachments that comprise your response by section and by page number. I.e. – Required Documentation section, Evaluation Criteria section, etc. as outlined on the Response Submittal Requirements page
- C. Cover Letter, one-page limit. Submit a Cover Letter on official business letterhead that:
 - a. Positively states your willingness to comply with all work requirements and other terms and conditions as specified in this Solicitation
 - b. Provides, in brief concise terms, a summation of your submittal and identifies the points that make your firm uniquely qualified for this project
 - c. Is signed by an Authorized Representative of your firm who has the authority to commit to the proposed work
- D. Provide documentation that satisfies the Required Document Requirements
- E. Provide documentation that satisfies the criteria to be evaluated
- F. Provide the completed and signed Cover Sheet
- G. Addendum(s) Acknowledgement, if applicable
- H. Submission Form
- I. Pricing Form
- J. Completed W9
- K. Universal Entity Identifier (UEI) Number
- L. Additional Attachments, if applicable
 - a. Nature Center Feasibility Study
 - b. Nature Center Master Interpretive Plan
 - c. Nature Center Site Map

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

NOTICE TO BIDDERS: YOU ARE REQUIRED TO USE THIS FORM WHEN SUBMITTING A QUOTE		
ITEM NO.	ITEM DESCRIPTION	FEE
1.	Project Management / Coordination	\$ _____
2.	Public Coordination / Stakeholder Engagement	\$ _____
3.	Complete Preliminary Designs	\$ _____
4.	Complete 30% Design Development/Construction Documents/Initial Cost Estimates	\$ _____
5.	Complete 60% Design Development/Construction Documents/Initial Cost Estimates	\$ _____
6.	Final Design Development/Construction Documents/Final Cost Estimate	\$ _____
7.	Construction Phase Support Services	\$ _____
TOTAL PROJECT PRICE		\$ _____

REIMBURSABLE EXPENSES AND PER DIEM RATE METHOD: The Consultant will utilize the federal per diem rate method as published by the U.S. General Services Administration. For rates and additional information view the GSA website, www.gsa.gov/perdiem, or contact the El Paso County's Contract and Procurement Division. The County's expectations are that the Consultant will consider their employee's expenditure of per diem as an extension of the County and will follow the same fiscal responsibility considerations as the County when expending those funds.

Reimbursable expenses may include, but are not necessarily limited to; copying, printing, postage, local mileage, out of town travel and living expenses, and courier expenses. List all categories of reimbursable expenses for which Consultant will expect compensation. Categories of expenses not listed shall not be reimbursed separately and shall be considered to be included in the Consultant's personnel billable hourly rates or in the fixed fee, whichever is applicable. Listed expenses incurred by Consultant from outside Consultants such as printers or courier services will be reimbursed at cost. Detailed documentation (Consultant invoices) must be supplied for an outside expense to be eligible for reimbursement. Expenses incurred by Consultant from in-house operations, such as in-house printing, copying, etc., will be reimbursed at rates if herein defined. Provide detailed unit prices for all in-house expenses for which Consultant will expect compensation. Vehicle mileage in connection with the performance of the work will be reimbursed at the rate currently allowable under IRS rules for passenger vehicles, and at rates herein defined for specialty vehicles, such as survey trucks.

Reimbursable Expense Category	Rate

1. CONSULTANT

- a. Legal Name of Company _____
- b. Business Name or DBA (if different) _____

2. LOCAL COLORADO ADDRESS (IF APPLICABLE)

- a. Street Address _____
- b. City/State/Zip _____

3. ORDER ADDRESS

- a. Street Address _____
- b. City/State/Zip _____
- c. Online (website) _____

4. PAYMENT ADDRESS

- a. Street Address _____
- b. City/State/Zip _____

5. CONTACT INFORMATION

- a. Name/Title _____
- b. Telephone Number: (_____) _____
- c. Toll Free Number: (_____) _____
- d. Fax Number: (_____) _____
- e. Email Address: _____

6. TAXPAYER IDENTIFICATION NUMBER

7. OWNERSHIP STATUS (check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Governmental Agency | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Individual | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Non-Profit | |

8. PRIMARY BUSINESS CLASSIFICATION

- | | |
|--|---|
| <input type="checkbox"/> Broker | <input type="checkbox"/> Retailer |
| <input type="checkbox"/> Distributor | <input type="checkbox"/> Service Provider |
| <input type="checkbox"/> Jobber | <input type="checkbox"/> Subconsultant (trades) |
| <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Wholesaler |
| <input type="checkbox"/> Prime Consultant (trades) | <input type="checkbox"/> Other _____ |

9. OFFICERS, OWNERS, PARTNERS

Name/Title _____

Name/Title _____

Name/Title _____

10. COMPANY PROFILE

- a. Date Firm Was Established _____
- b. Under the Laws of What State _____
- c. Number of Employees _____
- d. Approximate Yearly Sales Volume _____

11. PRIMARY PLACE OF BUSINESS

_____ Home _____ Office/Warehouse
_____ Office Building _____ Warehouse
_____ Office Complex _____ Other _____

12. STAFF EXPERIENCE (key members of your company's staff who will be assigned to this project)

- a. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____
- b. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____
- c. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____
- d. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____
- e. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____

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

- a. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____
- b. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____
- c. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____
- d. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____
- e. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____

14. **BONDING.** Is your firm able to obtain bonding up to and including an amount equal to the estimated project cost?
- ____ Yes ____ No
15. **INSURANCE.** Is your firm able to obtain insurance as specified in the Special Terms and Conditions of this RFP?
- ____ Yes ____ No
16. **PURCHASE ORDERS.** Do you accept purchase orders?
- ____ Yes ____ No
17. **CREDIT CARDS.** Do you accept credit cards?
- ____ Yes ____ No
18. **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).
- a. In the past five years, has there been any change in ownership of your company?
- ____ Yes ____ No (if "yes," attach explanation labeled 18a)
- b. In the past five years, has your firm operated under any other name?
- ____ Yes ____ No (if "yes," attach explanation labeled 18b)
- c. 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)
- d. In the past five years, has your firm been in bankruptcy?
- ____ Yes ____ No (if "yes," attach explanation labeled 18d)
- e. In the past five years, has your firm been assessed and paid liquidated damages?
- ____ Yes ____ No (if "yes," attach explanation labeled 18e)
- f. 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)
- g. 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)
- h. 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)
- i. 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)
- j. 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)

- k. 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)
- l. 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)
- m. 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)
- n. 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)
- o. Have you ever had insurance terminated by a carrier?
____ Yes ____ No (if "yes," attach explanation labeled 18o)
- p. 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)

19. 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)

20. Certification. The undersigned hereby affirms (1) that he/she is a duly authorized agent of the Consultant 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 Consultant's Response.

- a. Printed Name: _____
- b. Printed Title: _____
- c. Firm Name: _____
- d. Address: _____
- e. City, State, Zip: _____
- f. Telephone: _____
- g. Fax: _____
- h. 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.

'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-22-078 and therefore, this signed document shall become consideration and fully submitted with the original package.

Authorized Representative's Signature

Date

Printed Name

Title

Company Name

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 to the Contracts and Procurement Division.

Please send to: El Paso County
Kendall Bik, Procurement Specialist
RFP-22-078; Fox Run Nature Center Design
KendallBik@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: _____

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 Consultant is responsible for ensuring its Response is posted by the due date and time outlined in the solicitation document.

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

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

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

- ☐ Signed Cover Sheet from this Solicitation
- ☐ Consultant Information Form
- ☐ Proprietary / Confidential Statement
- ☐ Signed copies of any addenda issued regarding this Solicitation
- ☐ W9 Documentation / Universal Entity Identifier (UEI) Number
- ☐ Exhibit 1, 2, 3, 4, and 5
- ☐ Pricing Form

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.

Consultant'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 Consultant(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 Consultant. 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 Consultant 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

EXHIBIT 1: EXCEPTIONS

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 Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of Responses. Offerors 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: _____

EXHIBIT 2: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- B. Are presently active and in good standing on SAMS.gov
- C. Have not within a three-year period preceding this Response been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property.
- D. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- E. Have not within a three-year period preceding this application/Response had one or more public transaction (federal, state, or local) terminated for cause or default.
- F. Are not on the Comptroller General's List of Ineligible Bidders or any similar list maintained by any other governmental entity.

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

(Check One)

I DO CERTIFY ☐ **I DO NOT CERTIFY** ☐

Date: _____

Signature: _____

Title: _____

EXHIBIT 3: 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 subConsultants shall so certify and disclose accordingly.

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

I DO CERTIFY ☐

I DO NOT CERTIFY ☐

Proposer: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT 4: NON-COLLUSION AFFIDAVIT

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

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

I DO CERTIFY ☐

I DO NOT CERTIFY ☐

Proposer: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT 5: MINIMUM INSURANCE REQUIREMENTS

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

The Consultant 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 Consultant, pursuant to Attachment A. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Consultant 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 Consultant shall procure and maintain, during the life of this Agreement, for itself and any subconsultants, the minimum insurance coverages listed below. 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 Consultant, 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 Consultant requires a subconsultant to obtain insurance coverage, the types and minimum limits of this coverage may be different than those required, as stated herein for the Consultant.

1. The certificate of insurance provided by the Consultant shall be completed by the Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and **shall be 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

2. It is the affirmative obligation of the Consultant 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.

3. Failure on the part of the Consultant 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 Consultant to the County upon demand, or the County may offset the cost of the premiums against any monies due to Consultant from the County.

4. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

5. 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 Consultant to ensure that all sub-Consultants carry insurance of not less than those coverages and limits specified herein. Proper evidence of this compliance must be forwarded to appropriate department prior to the inception of any work by sub-Consultant.

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

(Name of Company)

(Signature) (Date)

ATTACHMENT A INSURANCE CHECKLIST

SOLICITATION NUMBER: RFP-22-078

TITLE OF SOLICITATION: Fox Run Nature Center Design

Insurance items checked below have been identified as necessary requirements for this Consultant per the desired scope of work.

Insurance Item:	Required	Waived
Consultant shall obtain and maintain, and ensure that each SubConsultant 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 Consultant or SubConsultant employees acting within the course and scope of their employment.	X	
General Liability: Commercial general liability insurance covering premises operations, fire damage, independent Consultants, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 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 Consultant 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	
Umbrella Liability Insurance: Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Consultant'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 Consultant's scope of work will include access to Confidential Information, such as PII, PHI, PCI, Tax Information, and CJL, Consultant 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 Consultant's scope of work includes any pollution liability exposure, Consultant 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 Insurance: If Consultant's scope of work includes the performance of professional services, Consultant 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 \$1,000,000 general aggregate.	X	
Crime Insurance: If Consultant's scope of work includes Consultant or Consultant's employees' involvement with money or securities of County, Consultant 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 Consultant, 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 Consultant 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 Consultant. 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

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

It is the responsibility of the Consultant to provide any exceptions to this Solicitation and/or Sample 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 proposal.

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

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Print or type

See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below), and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien,

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

• An estate (other than a foreign estate), or

• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.