



## REQUEST FOR PROPOSAL

**Bid: 20-052 RFP - Housing Consultant for Preparation of Strategic Housing Assessment for the City of Pueblo and Surrounding Community**

**Available: October 7, 2020**

**Submittal Deadline: October 28, 2020 at 2:30:00 PM**

### REQUIRED SUBMITTALS

	Proposal Signature Page (Pages 3)
	Proposal (Follow Format in Section 1) Table of Contents Submittal Summary Disclosures Statement of Qualification Project Approach Fee Schedule Project Work Schedule
	Completed Specification Exceptions Form (Appendix A)
	Company's Certificate of Good Standing (available at <a href="https://www.sos.state.co.us/biz/BusinessEntityCriteria.do">https://www.sos.state.co.us/biz/BusinessEntity Criteria.do</a> )

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**REQUEST FOR PROPOSAL COVER SHEET & SIGNATURE PAGE**

<b>Bid No. &amp; Name:</b>	<b>20-052 RFP - Housing Consultant for Preparation of the Strategic Housing Assessment for the City of Pueblo and Surrounding Community</b> (Must be shown on outside of submittal package and on any correspondence)
<b>Submit Questions to:</b>	<a href="mailto:Purchasing@pueblo.us">Purchasing@pueblo.us</a> Questions can be submitted up to the end of business on October 21, 2020. <b>Any questions received after that time will not be addressed.</b>
<b>RFP Submission Deadline:</b>	<b>October 28, 2020 at 2:30:00 PM (MT)</b> Late submittals will <b>not</b> be accepted; <u>Proposers</u> are responsible for timely receipt Purchasing Department hours are 7:00 AM to 4:00 PM
<b>Submit Sealed Proposals to:</b>	If submitting a paper copy please include 3 hard copies, 1 unbound and untabbed copy, and then 1 copy on a USB/Flash drive. Deliver or mail to: City of Pueblo, Purchasing Department 230 S. Mechanic Street Pueblo, CO 81003
<b>Submit Electronic Proposals to:</b>	Due to the concerns regarding COVID-19, we will be utilizing a special email address for the submission of all proposals for this RFP. Proposal submittals may be sent by email to <a href="mailto:OnlineBids@pueblo.us">OnlineBids@pueblo.us</a> . Please make sure to show “PROPOSAL 20-052 – Your Company Name” in the Subject line of the email. Submittals will be opened no sooner than <b>October 28, 2020 at 2:30:00 PM.</b>
<b>Purchasing Contact:</b>	Teresa May Burns, CPPB Purchasing/Contract Administrator

The City of Pueblo through the Department of Housing and Citizen Services (City) is seeking proposals for experienced and qualified consultants/planners or firms (Consultant) to provide professional consulting services for preparation of a strategic housing assessment for the City of Pueblo and the surrounding community.

The City of Pueblo, Pueblo West, and Pueblo County wish to invest in plans and strategies to help inform policies and goals in order to promote economic development, quality residential growth, and general improvements for the enhancement of the quality of life for the city’s residents and businesses. The purpose of the Assessment is: (1) to develop a community base line, (2) determine the community’s housing needs, (3) set goals and outcomes to address the need, and (4) to develop a framework to implement and monitor the strategies effectiveness towards achieving the goals identified.

The City reserves the right to reject any and all proposals for any or all items covered in the Request for Proposal, to waive informalities or defects in the RFP documents and/or proposals or to accept any submittal as it shall deem to be in the best interest of the City. The procurement of these services shall be contingent upon appropriation of the necessary funds, and only after final approval and execution of an Agreement.

**Disclaimer**

The City provides all non-construction solicitations for interested parties to download free of charge via the Rocky Mountain E-Purchasing System (RMEPS) and on the City’s website, [www.pueblo.us/purchasing](http://www.pueblo.us/purchasing). Proposers can also choose to register with RMEPS to get notifications automatically emailed to them for a nominal annual fee. Additionally, interested parties may visit the Purchasing Office during normal working hours and request hardcopies of any current solicitation at the same cost allowed for CORA requests. **If the Proposer cannot verify that the RFP documents were obtained from either of these two websites or our office, we cannot guarantee the validity of the document and their proposal may be rejected.**

The undersigned, having carefully read and considered the Request for Proposal (RFP) for the above referenced project, does hereby offer to provide such goods and services on behalf of the City in the manner described and subject to the terms and conditions set forth in the attached RFP. All goods and services shall be provided at the rates set forth in submitted proposal or as negotiated by all involved parties.

Proposer acknowledges that the company is qualified to provide these types of goods and services. At any time during the selection and award process, the City may request information substantiating the indicated requirements. Failure to provide this information may result in a proposal being declared non-responsive.

Proposer acknowledges and accepts that all components of and responses to this RFP will be included and become a part of the final agreement by reference.

The undersigned further states that this Proposal is made in good faith and that the prices offered were independently developed and are not founded on, or in consequence of, any collusion, agreement or understanding between themselves or any other interested party.

By signing below, Proposer certifies that he/she is an officer or duly authorized agent of the Proposer's company with full power and authority to submit binding offers for the goods or services as specified.

**MANDATORY – RETURN BOTH PAGES WITH YOUR RESPONSE. UNSIGNED PROPOSALS WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED.**

Please confirm how your document was obtained:

Rocky Mountain E-Purchasing     City Purchasing Website     Email from Purchasing Department  
 Other (please explain) \_\_\_\_\_

**Please complete all information below:**

_____ Authorized Signature	_____ Signer's Printed Name/ Title
_____ Signer's Phone	_____ Signer's Email
_____ Secondary Company Contact	_____ Contact's Printed Name/Title
_____ Contact's Phone	_____ Contact's Email
_____ Company Name	_____ Company Website
_____ Company Street Address	_____ Company City, State, Zip

## **SECTION 1. SUBMITTAL FORMAT AND REQUIRED RESPONSES**

The information set forth in the paragraphs below must be included with all proposals. Responses shall be considered technical offers of proposal and shall be incorporated in Agreement as deemed appropriate by the City. Please attach your responses to these items to the RFP Cover Sheet and Signature Page. Failure of Proposers to respond to any of the following technical submittal requirements may be grounds for considering a proposal non-responsive.

**This is a qualification and cost-based procurement process.** Proposers must have documented experience of similar municipal or regional projects and qualified personnel who are capable of providing the required services.

### **1.1 RFP Cover Sheet**

The RFQ Cover Sheet and Signature Page (pages 2-3) must be completed and returned with the proposal. Failure to return the signed Cover Sheet is grounds for the City to reject a proposal.

### **1.2 Certificate of Good Standing**

Proposer must attach a Certificate of Good Standing from the state wherein Proposer was organized. For Colorado the certificate can be downloaded at: [https://www.sos.state.co.us/biz/BusinessEntity Criteria.do](https://www.sos.state.co.us/biz/BusinessEntityCriteria.do).

### **1.3 Table of Contents**

The Table of Contents must indicate the material included in the proposal by section and page number. A proposal's table of contents should mirror this section of the RFP and must include all the items set forth in this section of the Request for Proposal.

### **1.4 Submittal Summary**

A letter providing the following information must be submitted with the proposal. The letter must include:

- A statement of the Proposer's understanding of the goals of this project and the service required by the Request for Proposal listed in the Scope of Services.
- The names of the persons who are authorized to make representations on behalf of the Proposer (include their titles, addresses, fax number, e-mail addresses and telephone numbers).
- A statement that the individual who signs the transmittal letter is authorized to contractually bind the Proposer to contract with the City of Pueblo.

### **1.5 Disclosures**

If applicable, disclose any professional or personal financial interest, which could be a possible conflict of interest in providing products and services to the City. If not applicable, please make a brief statement indicating that.

### **1.6 Statement of Qualification**

- Identify the proposer's company name, address, phone and primary contact person. Provide a brief history and overview of the company and its organizational structure.
- Identify the prime Consultant and all sub-contractors, including their roles and responsibilities in the project.
- Describe Consultant/Contractor and staff professional qualifications, availability for this project, and experience on similar projects (similar in size and scope). Only individuals who will actually work on this project should be identified.
- Describe projects in similar (similar size/scope performed within the last five (5) years demonstrating the Consultant's ability to meet schedule deadlines without delays, cost escalations, and vendor claims.
- Proposers must be familiar with the public process and coordinate with the City, key community groups, and the Advisory Group in facilitating surveys, interviews and public meetings. Please provide the names

and locations of at least three (3) projects where the Consultant has performed similar services. Provide contact information for specific individuals that may be contacted for reference.

- If your company does business within the City of Pueblo, please provide a copy of your business license. If not currently licensed to do business within the City, the awarded Contractor will be required to apply for a business license upon award.

**1.7 Project Approach**

Provide information pertaining to how your company intends on managing the project. Provide a detailed statement of the Proposer’s understanding of the goals of this project and the services required of the Contractor. Demonstrate a clear methodology and approach to meet the needs of this project.

**1.8 Fee Schedule**

Provide a detailed budget that includes Labor, Overhead, Travel, and Materials. The consultant shall submit a proposed fee/billing for the Scope of Service (Section 2 of this RFP) including any other tasks not necessarily listed but necessary to prepare the reports, drafts, and plans in the Scope of Service. Indicate the task and the hourly rate for each person who will perform work on the task (including subcontractors and administrative staff).

Also include fees for optional or additional tasks not identified in this RFP that would be beneficial toward completion of this project. Note: Any additional services added by the City or Project Manager shall be billed at the rates listed within this Fee Schedule.

**Example of Format**

Task No.	Person Performing Task	Hourly Rate	No. of Hours	Cost
<b>Strategic Housing Assessment</b>	Principal	\$100	1.5	\$150.00
<b>City of Pueblo</b>	Senior Analyst	\$75	4.0	\$300.00
	Subcontractor	\$50	3.0	\$150.00
<b>Subtotal for City of Pueblo</b>				<b>\$600.00</b>
<b>Strategic Housing Assessment</b>	Principal	\$100	1.5	\$150.00
<b>Pueblo West</b>	Senior Analyst	\$75	4.0	\$300.00
	Subcontractor	\$50	3.0	\$150.00
<b>Subtotal for Pueblo West Metro District</b>				<b>\$600.00</b>
<b>Strategic Housing Assessment</b>	Principal	\$100	1.5	\$150.00
<b>Pueblo County</b>	Senior Analyst	\$75	4.0	\$300.00
	Subcontractor	\$50	3.0	\$150.00
<b>Subtotal for Pueblo County</b>				<b>\$600.00</b>

The base fee will include the cost to prepare the Strategic Housing Analysis for the City of Pueblo. The Consultant shall include an itemized fee to add the community of Pueblo West and the remaining communities in Pueblo County.

**1.9 Project Work Schedule**

The City requires the Consultant to complete the Strategic Housing Assessment by May 1, 2021, for review and approval in June 2021. The schedule shall contain the tasks necessary to complete the project reports, drafts, and plans within the Scope of Service.

- Provide a statement of your current workload
- Provide a schedule, based on your current workload, for completion of this project

## **SECTION 2. SCOPE OF SERVICE**

### **2.1 Purpose & Objective**

The City is seeking qualified consultants/grant writers or firms to provide technical professional services (Services) related to writing reports as needed for the Department of Housing and Citizen Services. Services include the Strategic Housing Assessment for the City of Pueblo, Pueblo West, and Pueblo County. Qualified Consultants must possess professional writing skills with proven experience developing a Strategic Housing Plan or similar planning documents. The selected consultant will be expected to confer with:

- Public and private agencies that provide real estate development services, economic development, construction, health, social, and fair housing services
- The Community Coalition for Housing and Homelessness
- State and/or local health agencies with regard to environmental hazards
- Adjacent and nearby local governments regarding transportation projects, housing initiatives, zoning codes, recent or planned substantial zoning amendments, and incentives employed to achieve various community goals
- The local Continuum of Care that serves homeless and formerly homeless persons in the Pueblo geographic area.
- Business and civic leaders
- Various City and County Departments
- The Mayor's Office, City Council, Pueblo County Board of Commissioners, and the Pueblo West Metro Board

The resulting Strategic Housing Assessment shall provide a direct link between community goals, objectives, and priority needs. The plan shall include clear direction for implementation in the framework requested in this RFP.

### **2.2 Project Tasks**

**2.2.1** Preparation, organization, writing, and submission of professionally detailed comprehensive plan to:

- Define challenges to affordable housing and housing development
- Build community awareness and define the community's goals toward affordable housing and housing development
- Assess the communities current market profile and compare the profile with a healthy or balanced market profile:
  - Population/Demographics/Projections
  - Economic Demographics
  - Housing Cost/Wages comparison/Live-Work comparison of commuters out/in
  - Utility Cost Comparative
  - School District needs/Library District needs
  - Broadband Capacity and Need
  - Land Use Capacity and Infrastructure needs/costs to expand
- Assess what surrounding communities are doing to meet similar challenges
- Assess the current market / economic conditions
- Access the current housing conditions
- Define current unmet need and establish an estimate of short and mid-term needs
- Explore the community's vacant properties: quantity, condition, area concentration, and strategies to bring the housing online
- Identify vacant tracts of land with the least burden to develop
- Review efficiency of existing institutional processes
- Review the effects of current codes and policies on housing development

- Provide incentives for private investment
- Review incentives other communities are using and determine the effectiveness of such incentives in our communities
- Assessment of housing trends as compared with the traditional single-family home from a buyer's perspective from various socio-economic sectors
- Development of a housing strategy to meet the communities needs and goals
- Design a framework to monitor the housing market, track progress, and identify factors on key indicators signaling strategic adjustments

**2.2.2** Synthesize all necessary information to write all sections of the study including but not limited to: executive summary, background program information, consultation process, needs assessment, market analysis, strategic plan, and implementation plan.

**2.2.3** Consultation with public and private agencies as above in Section 2.1. The Consultant shall include the various governmental bodies based on the scope of the study selected.

**2.2.4** Assist in conducting a Housing Market Analysis as outlined in 24 CFR 91.210 such that it will provide a clear picture of the environment in which the City must administer its programs over the course of the Consolidated Plan. In conjunction with the Needs Assessment, the Housing Market Analysis will provide the basis for the Strategic Plan and the programs/projects to be administered. The Housing Market Analysis template is based on the regulations and includes the following sections:

- General Characteristics of the Housing Market
- Lead-based Paint Hazards
- Public and Assisted Housing
- Independent Senior Housing
- Assisted Housing/Senior Assisted Housing
- Facilities, Housing, and Services for Homeless Persons
- Special Needs Facilities and Services (ie Assisted Care Facilities, and groups)
- Barriers to Affordable Housing

**2.2.5** Assist in developing a comprehensive framework to implement and monitor the Strategic Plan that addresses the priority needs of the City and describes strategies that the City should undertake to serve the priority needs. The Strategic Plan section of the template includes the following:

- Overview
- Geographic Priorities
- Priority Needs
- Influence of Market Conditions
- Anticipated Resources
- Institutional Delivery Structure
- Goals
- Barriers to Affordable Housing and the local housing market
- Monitoring Mechanisms

**2.2.6** Prepare and present the Strategic Housing Assessment including applicable graphics, maps, community information handouts, and photographs to the public for comment and to the governing body for their comment and approval. The documents must be thorough, complete, and contain a uniform format/structure.

**2.2.7** Summarize recommendations of the Strategic Housing Assessment into a reader-friendly Executive Summary using graphs, tables, pictures, and charts.

**2.2.8** Prepare of the Final Strategic Housing Assessment with all required deliverables.

## **2.3 Report Details**

**2.3.1** The Executive Summary serves as an introduction and summarizes the key points of the plan. Consultant shall write the report clearly so that all readers will understand it without having to read the rest of the plan. For the Strategic Housing Assessment, a good Executive Summary will describe the process of developing the plan, the key findings of the Needs Assessment as the basis for the priorities selected, and how the proposed goals and objectives will address those priorities. This Executive Summary is comprised of:

- Introduction
- Summary of objectives and outcomes
- Evaluation of past performance
- Summary of the Citizen Participation and the Consultation Process
- Summary of public comments
- Summary of comments not accepted, needs assessment data collection, a housing market analysis (§91.210) including associated charts and narratives.

**2.3.2** Consultant shall provide the City, County, and Pueblo West communities with USB flash drive copies and three (3) original unbound color copies of the Draft Strategic Housing Assessment for each community. Consultant shall include an Executive Summary (2.3.1 above), shall incorporate the background information, and include additional report content as requested.

**2.3.3** Consultant shall provide City, County, and Pueblo West communities with USB flash drive copies and three (3) original unbound color copies of the Final Strategic Housing Assessment for each community . Consultant shall include an Executive Summary (2.3.1 above), revise any sections as requested after the Draft review, incorporate the background information, and include additional report content as requested.

## **2.4 Time Frame**

All work must to be completed by May 1, 2021.

## **2.5 Certifications**

By submitting a proposal, Consultant agrees to all Certifications for this project as outlined in Appendix D. This entire RFP document including all Appendices shall be incorporated into any agreements/contracts issued to Contractor for this project or any future projects awarded to Consultant utilizing this RFP.

## **2.6 Agreement/Contract Additions**

At the discretion of the City, this RFP may be utilized to award future agreements/contracts of similar nature to Consultants determined qualified during the evaluation process of this project. The qualification process shall result in a list of qualified Consultants that may be contacted for bid or direct award of future projects similar in nature as they may arise for the City or The Department of Housing and Citizen Services.

## **SECTION 3. EVALUATION, SELECTION OF SUCCESSFUL PROPOSAL, AND AWARD**

The City reserves the right to make an award on receipt of initial proposals. Proposers are encouraged to submit their most favorable proposal at the time established for receipt of proposals.

Proposals will be opened at the City's Purchasing Office then presented to the appointed selection committee for evaluation. Selection will be determined by the apparent capability of Proposer to meet all the requirements that best meet the needs of the City. The decision of the City's selection committee shall be final and conclusive. Award will be by means of a written Notice of Award to the selected Proposer.

The City shall evaluate and select Proposals to provide the required services based on the completed proposal responses. The City shall be the sole judge in determining how the evaluation process shall be conducted and what vendor shall be considered for award as deemed to be in the best interest of the City. The Evaluation Committee will make their final selections based on the submittals that receive a score of 75 percent or higher.



The City may conduct such investigations, as the City considers necessary to assist in the evaluation of any proposal to establish the responsibility, qualifications and financial ability of any potential Proposer to perform the services specified under this RFP within the prescribed time.

The evaluation criteria noted below are the criteria to be used for evaluation of this RFP. Based on the evaluation process, a rank ordered list of responsive Proposers shall be established. The Proposers shall be rank ordered with the first ranked Proposer being considered the most responsive and the second ranked Proposer being considered the second most responsive. This process shall be continued until all Proposers have been rank ordered.

Evaluation Criteria: The City of Pueblo shall evaluate proposals based upon an overall best value determination with the criteria listed below in relative order of importance:

- Fee Schedule 25%
- Project Work Schedule 25%
- Project Approach 20%
- Qualifications 20%
- References 10%

Interviews - Submittals will be reviewed and the committee will select a preliminary list of proposers whose submissions appear to satisfy the requirements of this request. Preliminary listed proposers will be notified of their selection and may be invited to personally interview, which will be scheduled as soon as possible after sufficient review of each submittal. Invited companies' key staff, including the proposed project manager must be in attendance at the interview.

Waiver and Release - By submitting a proposal, the Proposer authorizes the City to obtain information concerning the Proposer's performance on other projects it has completed during the prior ten (10) years, including those identified in the submission and those not so identified, of which the City may become aware. By submitting its proposal, the Proposer and sub-contractors also waives and releases all claims against owners, architects, and engineers, and their agents and representatives, relating to or arising from the furnishing of such information to the City concerning the Proposer's performance on prior projects. In order to effectuate the intent of this clause, each Proposer may be required by the City to execute information release authorization forms, which specifically release all information providers from all claims that arise from or relate to the information provided.

The City shall then determine whether the vendor's proposal, with the highest ranking, can be accepted as is without negotiations. In the event the City determines that negotiation of the Proposer's proposal is necessary, the Proposer shall be notified and the negotiation process will begin. Should the City be unable to negotiate an acceptable service agreement with the highest ranked Proposer then the process described in this paragraph will begin with the second highest ranked Proposer. This process shall continue until a satisfactory service agreement is negotiated or until all negotiations with qualified ranked Proposers is exhausted. The City shall be the sole judge in determining when negotiations are to be concluded.

#### **SECTION 4. GENERAL REQUIREMENTS & INFORMATION**

##### **4.1 Proposal Information, Requests for Clarification, and Addenda**

All proposal solicitation documents are posted on the City's Purchasing Department website and on Rocky Mountain E-Purchasing System. Any changes or revisions to our published solicitation documents will be through written addendum posted on both of these websites. It is entirely the Proposer's responsibility to check the City Purchasing website ([www.pueblo.us/purchasing](http://www.pueblo.us/purchasing)) for any Addenda that may be available in the event that any emailed notifications of addenda were not received.

It is also the Proposer's responsibility to make email, written or fax inquiries concerning this solicitation to obtain clarification of requirements; however, inquiries made by electronic mail are preferred. All inquiries must be made to the Purchasing Contact listed on the first page of the RFP at least seven (7) days prior to the date of submittal openings and must indicate the Project Number on the subject line.

#### **4.2 Allegation of Misunderstanding**

Proposers shall inform themselves of the conditions of the project site and the requirements of the project's scope of work before submitting their proposal. No allowances shall be made by reason of any matter or thing concerning which they might not have been fully informed prior to the submittal deadline. No Proposer will be heard after the opening of proposals to assert that there was any misunderstanding as to the nature of the operation expected in this solicitation.

#### **4.3 Omissions**

Should the City omit anything from the RFP which is necessary for a clear understanding of the work, or should it appear that various instructions are in conflict, the Proposer submitting the Proposal shall secure clarification from the Project Manager or Purchasing Contact at least three (3) business days prior to the time of the opening date given above.

#### **4.4 Preparation of Proposal**

**4.4.1** Submission: It is the responsibility of the Proposer to submit sufficient additional information to allow for a thorough evaluation of the proposal submitted.

**4.4.2** References: The City of Pueblo may request a list of at least three references from other companies for which the Proposer has provided same or similar goods and/or services. Contractor's history, personnel, references, quote, and any other information that becomes available to the City may be utilized as determining factors toward award.

The City reserves the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. The City may postpone the award or execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation. The City reserves the right to reject any proposal or to reject all proposals at any time prior to the City's execution of contract, upon good cause and upon the City's finding that it is in the City's best interest.

**4.4.3** Delivery Time/Scheduled Service Time: Delivery time stated in the specifications shall apply. Deviations by the Proposer must be stated on the Exception Form, Appendix A. Time, if stated in number of days, will be consecutive calendar days.

**4.4.4** Payment Terms: The City's standard payment terms are Net 30; terms of less than thirty (30) days will not be considered. The discount term shall not begin until the goods and/or services have been delivered and accepted and the correct invoice received in the City's Accounts Payable Office.

**4.4.5** Taxes: The City is exempt from Federal, State and Local taxes; however, the successful Proposer is subject to such taxes on materials used in performing this contract and may not be exempt from such taxes. It is the Proposer's sole responsibility to apply for any State Tax exemptions if applicable to the contract. The City is not responsible for providing assistance in obtaining any tax exemption.

**4.4.6** Exception to Specifications: Proposers are to state any exceptions taken to this RFP on the Exception Form, Appendix A. If no exceptions are stated, the Proposer is required to furnish the items exactly as specified and to comply with all other requirements of this RFP.

**4.4.7** Patent Indemnity: If any item furnished pursuant to any contract resulting from this RFP shall be covered by any patent, copyright, or application for patent or copyright, the Proposer shall defend, indemnify and save harmless the City from any and all loss, cost or expense or any and all claims suits, or judgments as a result of the use of such item in violation of rights under such patent, copyright, or application for patent or copyright.

- 4.4.8 Confidentiality:** Each proposal shall be open to public inspection, except to the extent the Proposer designates trade secrets, or other proprietary data to be confidential. Material so designated shall accompany the proposal and each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The City shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated confidential may nevertheless be subject to disclosure to any citizen under the Colorado Open Records Act (CORA), 24-72-201 to 24-72-309, C.R.S. All Proposals, including attachments, supplementary materials, addenda, etc. shall become the property of the City and will not be returned to the Contractor. **Proposals that are copyrighted or marked “CONFIDENTIAL” in their entirety will be rejected and not receive consideration for award.**
- 4.4.9** The proposal MUST be signed by the Proposer as an officer of the company legally authorized to bind the company contractually. Signature must appear on the Proposal Cover Sheet and Signature Page of this solicitation, signed in ink, preferably blue. Signature on this referenced form shall serve as acknowledgment that the Proposer is willing to enter into an agreement with the City of Pueblo and be governed by the Terms and Conditions set forth within this solicitation if their proposal is accepted. Proposer acknowledges and accepts that all components of and responses to this RFP will be included in and become a part of the final agreement.
- 4.4.10** Failure to read the RFP and these instructions will be at the Proposer's own risk. The person signing the proposal must initial all corrections in ink. Corrections and/or modifications received after the specified solicitation closing time will not be accepted.
- 4.4.11** When approximate quantities or dollar amounts are stated, the City reserves the right to increase or decrease the quantity and/or amount as best fits its needs. No service shall be performed or become due unless a Written Agreement or Purchase Order shall first have been issued by the City's Purchasing Department.

#### **4.5 Written Agreement**

The selected Proposer shall be required to enter into an agreement with the City; in substantially the same form attached hereto as the City's Agreement (see “Sample Agreement” – Appendix C). The Proposer will be required to comply with all applicable Federal and State Standards, orders and regulations. Proposers must identify in their responsive submittal any provisions of the contract form that they request be modified, together with the proposed modification language. Signature on the RFP Response Cover Sheet & Signature Page shall serve as an acknowledgement that the proposer is willing to enter into the referenced agreement with the City of Pueblo if their Proposal is accepted.

#### **4.6 Colorado PERA Questionnaire**

At time of award, the Proposer shall fill out the questionnaire and submit the completed form to the City as part of the agreement whether PERA applies to them or not. In accordance with the PERA form (available at <https://www.pueblo.us/Admin/DocumentCenter/Document/View/19915>), and if this applies to the Proposer, the Proposer shall reimburse the City for the full amount of any employee contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association (“PERA”) for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement.

#### **4.7 Rejection of Proposal**

No Proposal shall be accepted from, or contract awarded to, any person, company or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Proposers may be required to submit satisfactory evidence that they have the necessary financial resources and experience to perform and complete the work outlined in this RFP. The City reserves the right to request any additional information as needed to make a sound evaluation decision.

#### **4.8 Proposal Ownership/Confidentiality**

All Proposals, including inquiries, correspondence, attachments, supplementary materials, addenda, etc. shall become the property of the City and will not be returned to the Proposer. The Proposer must state specifically what elements of the proposal are to be considered confidential or proprietary and must state the statutory basis for the request under the Public (Open) Records Act. (Section 24-72-201 et seq., C.R.S.). Confidential or Proprietary information must be readily identified, marked and separated from the rest of the proposal. Co-mingling of confidential or proprietary and other information is not acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential and proprietary. Any information that will be included in any resulting contract cannot be considered confidential. Ref. Section 24-72-201 et. seq., C.R.S., as amended, Public (Open) Records Act.

#### **4.9 Suspension and Debarment**

Proposer acknowledges that as of the solicitation submittal date, neither the Proposer/Contractor, nor its subcontractor(s), is (a) debarred, suspended, or subject to any proceeding for debarment or suspension with a final determination still pending; declared ineligible or voluntarily excluded (as such terms are defined in any of the Debarment Regulations) from participating in procurement or non-procurement transactions with any Federal, State, or City government department or agency pursuant to any of the Debarment Regulations, or (b) indicted, convicted or had a Judgment rendered against the Contractor, or its subcontractor(s) for any of the offenses listed in any of the Federal, State, or City's Debarment Regulations and no event has occurred and no condition exists that is likely to result in the debarment or suspension of the Proposer/Contractor, or its subcontractor(s), from contracting with the City of Pueblo, Federal or State government, or any agency or instrumentality thereof.

#### **4.10 Equal Opportunity**

In accordance with §1.8 of the Pueblo Municipal Code (entire Code included by reference), all Proposers shall meet and comply with the following provisions which shall be contained in all municipal contracts:

- (1) The proposer/contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, ancestry, disability, age or national origin. The proposer/contractor will take affirmative action in all areas of employment to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age or national origin. *Areas of employment* shall mean and include, but shall not be limited to, the following: initial employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoffs, terminations, rates of pay, terms of compensation and selection for training, including apprenticeship. The proposer/contractor will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination and equal employment opportunity paragraph. Failure to subscribe to and accept the nondiscrimination and equal employment requirements of this Chapter shall render a proposer/contractor ineligible for a municipal contract award and ineligible to participate in the work for which a municipal contract award is made. (§§1.8.3 and 1.8.4 of the PMC; Ord. No. 4479, 5-22-78)
- (2) **Federal requirements govern.** Whenever the provisions and requirements of this Section (or in any of the specifications) conflict in any way or to any degree with the nondiscrimination and equal employment opportunity requirements of the United States and any such contract under consideration is funded in whole or in part by the United States or is otherwise subject to requirements having the force of law of the United States, such requirements of the United States shall govern and control. (Ord. No. 4479, 5-22-78)

#### **4.11 Statement of Noncommitment**

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Proposer. The City assumes no liability for any costs incurred by Proposers throughout the entire selection process or should the project be cancelled. Issuance of this RFP does not commit the City of Pueblo to award a contract. The City of Pueblo reserves the right to reject any or all proposals and to re-advertise should the need arise. All proposals will become property of the City.

#### **4.12 Disqualification of Proposal**

The City reserves the right to reject a proposal for, including but not limited to, any one or more of the following circumstances:

- 4.12.1 The Proposer has failed to comply with previous contractual commitments or bids to the City.
- 4.12.2 In the opinion of the City, the Proposer is not capable of providing the offered goods and/or services as offered/required by the RFP or is otherwise not responsible.
- 4.12.3 The Proposer has not provided sufficient or detailed information, which allows for the evaluation of the bid/proposal.
- 4.12.4 In the opinion of the City, the offered prices are higher than the prices for which the specified items or services can be purchased on the open market.
- 4.12.5 The Proposer failed to properly fill in any space on the Quotation Record form and attached documents where information or a signature is required.
- 4.12.6 The Proposer failed to submit with their proposal (if required) other material requirements of the RFP or has otherwise submitted a non-responsive proposal.
- 4.12.7 There are unauthorized additions, conditions, alternate bids/proposals, or other irregularities of any kind, which might make the bid/proposal incomplete, indefinite or ambiguous in meaning.
- 4.12.8 The Purchasing Agent determines that a proposal contains any misrepresentations whatsoever.

#### **4.13 Minor or Technical Irregularities**

Minor or technical irregularities in a proposal may be waived provided there is no effect on price, quality or quantity; clerical errors in a proposal may be corrected, if permitted by the Purchasing Agent and are in the best interest of the City.

#### **4.14 Proposal Evaluation & Analysis**

The City reserves the right to analyze, examine and interpret any proposal for a minimum period of ninety (90) consecutive calendar days after the scheduled opening date. Proposals may not be rescinded during this period except for good cause and with the written approval of the Purchasing Agent. In those situations where the analysis/evaluation exceeds the ninety (90) consecutive calendar days, Proposers may withdraw their proposals from consideration, or may extend their proposal by written approval from the Proposer.

#### **4.15 City of Pueblo Licensing Requirements**

Per City of Pueblo Municipal Ordinance Sections 9-1-2 and 14-4-21, any and all businesses that operate within the City are mandated to be licensed. For questions regarding licensing requirements or to obtain a licensing application please contact the Sales Tax Division at (719) 553-2659. Sales Tax Letter is attached as Appendix B.

#### **4.16 Insurance and Indemnity**

By signing the Proposal Cover Sheet and Signature Page, the Proposer acknowledges that they have read Section 8 of the attached sample agreement in Appendix C (labeled the same as the above referenced title) and agrees that they are in compliance, or will be upon award of the agreement, with these provisions. Note: Professional Liability insurance may be required upon award.

#### **4.17 State-Imposed Mandates Prohibiting Illegal Aliens from Performing Work**

By signing the Quotation Record, Contractor acknowledges that they have read Section 11 of the attached sample agreement (labeled the same as the above referenced title) and agrees that they are in compliance with these provisions.

#### **4.18 Contact Persons**

Contractor shall designate two people (the primary contact and an alternate) responsible for the project under this contract. The names, addresses, and telephone numbers of such person(s) shall be provided to the City and shall be kept current at all times.

#### **4.19 Invoices and Payments**

The Contractor shall submit an accurate invoice for each phase or as approved for partial payment by Project Manager. Invoices shall refer to the City's Purchase Order Number and shall be itemized unless otherwise specified in this RFP. Invoices are to be emailed to City of Pueblo, Department of Housing and Citizen Service, bgallagher@pueblo.us. Invoices mailed or provided

to any other entity will result in a delay in making payment. Contractors are encouraged to inquire if payments due are not received within thirty (30) days after delivery of goods/services and submittal of invoice by contacting the City's Finance Department, Accounts Payable at 719-553-2648.

#### **4.20 Default/Termination for Cause**

**4.20.1** If, through any cause, the Contractor fails to fulfill the obligations under any contract resulting from this RFP in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of such contract, the City shall notify the Contractor of such violations in writing and allow a reasonable time, set out in the notice, to correct the default. If the default is not corrected within the specified time period the City shall have the right to cancel the contract and any or all other current contracts, and, if applicable, to purchase the required goods and/or services from another source or sources. The City shall provide written notice to the Contractor specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default.

**4.20.2** If a contract resulting from this RFP is canceled, the Contractor shall not be relieved of liability for damages caused by its breach of the contract. The City reserves the right to recover such damages, including, but not limited to, any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Contractor, collection against a performance or labor and materials payment bond (if required), a combination of these remedies, or any other legal method available. In addition, the Contractor may be removed from the Purchasing Department Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.

#### **4.21 Termination for the Convenience of the City**

The City may terminate any contract resulting from this RFP, at any time, by providing the Contractor with a thirty (30) day written notice of such termination. In such event, the Contractor shall be paid under the terms of the contract for all goods/services provided to and accepted by the City, if ordered or accepted by the City prior to the effective date of termination.

#### **4.22 Termination for Lack of Appropriations**

Funding for the Contract resulting from this RFP must be appropriated by the City Council for the City's current fiscal year. Notwithstanding any other provisions in the contract resulting from this RFP, continuation of the contract beyond the end of any fiscal year is contingent upon City Council appropriating necessary funds. If sufficient appropriations are not made, the contract may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such termination shall not constitute a default. All payment obligations of the City and all of its interest in the Contract will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

(Continue to next page)





**Charles B. Hernandez**  
*Director of Finance*

One City Hall Place  
Pueblo, CO 81003

**Valerie A. Palumbo**  
*Tax Audit Manager*

**Sales Tax Division**

(719) 553-2659 – Phone  
(719) 553-2657- Fax  
[salestax@pueblo.us](mailto:salestax@pueblo.us)

January 14, 2020

Dear Applicant:

Per the City of Pueblo Municipal Ordinance any/all businesses that operate within the City of Pueblo are mandated to be licensed.

Please see the following ordinance(s):

**Sec. 14-4-21.- Definitions**

When not clearly otherwise indicated by the context. The following words and phrases, as used in this Chapter, shall have the following meanings:

(9) Engaged in business in the City means performing or providing taxable services in the City or selling, leasing, renting, delivering or installing tangible personal property for storage, use or consumption within the City. Such terms includes, but is not limited to, any one of the following activities by a person:

- a. Maintaining a building, store, office, salesroom, warehouse or other place of business within the City either directly. Indirectly or through a subsidiary;
- b. Sending one (1) or more employees, agents or commissioned salespersons into the City to solicit or to demonstrate, install, assemble, repair, service or assist in the use of its products, or for other business reasons;
- c. Maintaining one (1) or more employees, agents or commissioned salespersons on duty at a location within the taxing jurisdiction;
- d. Owning, leasing, renting or otherwise exercising control over real or personal property within the City;
- e. Making more than one (1) delivery into the City within any twelve-month period.

**Sec. 9-1-2. – Application**

(a) Compliance Required. It shall be unlawful for any person, either directly or indirectly, to conduct any business or nonprofit enterprise, or to use in connection therewith any vehicle, premises, machine or device, in whole or in part, for which a license, or permit is required by this Code or any law or ordinance of this City, without a license or permit therefore being first procured and kept in effect at all such times as required by this Code or other law or ordinance of the City.

If you have any questions or would like to obtain the licensing application(s) please contact the Sales Tax Division at 719.553-2659.

Valerie A. Palumbo

Tax Audit Manager



**AGREEMENT  
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Pueblo, a Municipal Corporation ("Client") and \_\_\_\_\_ (hereinafter referred to as "Contractor") for Contractor to render professional \_\_\_\_\_ services for Client with respect to \_\_\_\_\_ and related ancillary services, hereinafter referred to as the "Project/Bid." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

**SECTION 1. GENERAL AND SCOPE OF SERVICES.**

(a) Contractor shall satisfactorily perform the professional planning and consulting services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Basic Services"). Such services shall include all usual and customary professional \_\_\_\_\_ services including any required drafting or design services incident to its work on the Project. In the event this Agreement follows the selection of Contractor by Client pursuant to a Request for Proposals or RFP, all of the requirements of that Request for Proposal or RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.

(b) To the extent Contractor performs any of the Project work through subcontractors or subcontractors, Contractor shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subcontractors as it is for services performed directly by Contractor or Contractor's employees.

(c) To the extent Contractor requires access to private property to perform its services hereunder, Contractor shall be required to make arrangements to obtain such access. However, in the event Client has already secured access for Contractor to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Contractor shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Contractor upon request.

**SECTION 2. CONTRACTOR'S RESPONSIBILITIES.**

(a) Contractor shall be responsible for the professional quality, technical accuracy and timely completion of Contractor's work, including that performed by Contractor's subcontractors and subcontractors, and including drawings, reports and other services, irrespective of Client's approval of or acquiescence in same.

(b) Contractor shall be responsible, in accordance with applicable law, to Client for all loss or damage to Client caused by Contractor's negligent act or omission; except that Contractor hereby irrevocably waives and excuses Client and Client's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

(c) Contractor shall be completely responsible for the safety of Contractor's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

(d) Contractor acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Contractor represents that Schedule 3 attached hereto is the schedule by which Contractor proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Contractor, Contractor shall adhere to this schedule and perform its work in a timely manner so as not to delay Client's timetable for achievement of interim tasks and final completion of Project work. Contractor further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.

(e) Before undertaking any work or incurring any expense which Contractor considers beyond or in addition to the Scope of Work described in Schedule 1 or otherwise contemplated by the terms of this Agreement,

Contractor shall advise Client in writing that (i) Contractor considers the work beyond the scope of this Agreement, (ii) the reasons that Contractor believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Contractor shall not proceed with any out of scope or additional work until authorized in writing by Client. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Contractor shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.

### SECTION 3. FEES FOR SERVICES; PAYMENT.

(a) Client will pay to Contractor as full compensation for all services required to be performed by Contractor under this Agreement, except for services for additional work or work beyond the scope of this Agreement, the maximum sum of U.S. \$ \_\_\_\_\_, computed as set forth in Schedule 2.

(b) Contractor shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and for reimbursable expenses incurred. Applications for payment shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and such expenses incurred. Thereafter, Client shall pay Contractor for the amount of the application within 45 days of the date such application is received.

(c) No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2.

(d) No compensation shall be paid to Contractor for services required and expenditures incurred in correcting Contractor's mistakes or negligence.

(e) Compensation for authorized work beyond the scope of this Agreement shall be governed by the provisions of Section 2(e).

(f) In the event services under this Agreement are phased and to be performed in more than one fiscal year or are subject to annual appropriation, Contractor acknowledges that funds only in the amount of initial appropriation are available and it shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

### SECTION 4. CLIENT'S RESPONSIBILITIES.

(a) Client agrees to advise Contractor regarding Client's Project requirements and to provide all relevant information, surveys, data and previous reports accessible to Client which Contractor may reasonably require.

(b) Client shall designate a Project Representative to whom all communications from Contractor shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of \$5000 or 5% of the maximum contract price.

(c) Client shall examine all documents presented by Contractor, and render decisions pertaining thereto within a reasonable time. The Client's approval of any drawings, specifications, reports, documents or other materials or product furnished hereunder shall not in any way relieve Contractor of responsibility for the professional adequacy of its work.

(d) Client shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of Client and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for Client to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for Client to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of Client but must be procured from others.

SECTION 5. TERMINATION.

(a) Client reserves the right to terminate this Agreement and Contractor's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Contractor and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Contractor may have accumulated in performing this Agreement, together with all finished work and work in progress.

(b) Upon termination of this Agreement for events or reasons not the fault of Contractor, Contractor shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Contractor or Client. In no event shall payment to Contractor upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

(c) In the event termination of this Agreement or Contractor's services is for breach of this Agreement by Contractor, or for other fault of Contractor including but not limited to any failure to timely proceed with work, or to pay its employees and contractors, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Client's Project Representative, then in that event, Contractor's entire right to compensation shall be limited to the lesser of (a) the reasonable value of completed work to Client or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

(d) Contractor's professional responsibility for its completed work and services shall survive any termination.

SECTION 6. SITE ACCESS.

In the event the Project will require access to property not under the control of Client, Contractor and Contractor's employees and contractors shall obtain all additional necessary approval and clearances required for access to such property. Client shall assist Contractor in obtaining access to such property at reasonable times but makes no warranty or representation whatsoever regarding access to such property. Notwithstanding the foregoing, Contractor understands and agrees that entry to some property by Contractor may be subject to compliance by Contractor with the terms and conditions of an access agreement in accordance with section 1(c) of this Agreement.

SECTION 7. USE OF DOCUMENTS.

(a) Plans, drawings, designs, specifications, reports and all other documents prepared or provided by Contractor hereunder shall become the sole property of Client, subject to applicable federal grant requirements, and Client shall be vested with all rights therein of whatever kind and however created, whether by common law, statute or equity. Client shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data or other documents pertaining to the work to be performed under this Agreement. In no event shall Contractor publish work product developed pursuant to this Agreement except (i) with advance written consent of Client, which consent may be granted or withheld in Client's sole and absolute discretion and (ii) in full compliance with the requirements of this Agreement and applicable federal regulations.

SECTION 8. INSURANCE AND INDEMNITY.

(a) Contractor agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).

(b) The minimum insurance coverage which Contractor shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the Client.

(ii) Commercial General Liability Insurance. The Contractor shall secure and maintain during the period of this agreement/contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the contractor with respect to all work performed by him and all his subcontractors under the agreement/ contract, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Contractor under the provisions of the Agreement/Contract, and "Completed Operations and Projects Liability" coverage.

(iii) Professional Liability Insurance with coverage of not less than \$1,000,000, and with a deductible of not more than \$5,000.

(iv) Comprehensive Automobile Liability Insurance. The Contractor shall procure and maintain during the period of the agreement/contract and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Contractor from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Contractor.

(c) Contractor agrees to hold harmless, defend and indemnify Client from and against any liability to third parties, arising out of negligent acts or omissions of Contractor, its employees, subcontractors and contractors.

**SECTION 9. SUBCONTRACTS.**

(a) Client acknowledges that Contractor is the prime contractor and the only party with whom Client has a contractual relationship under this Agreement. To the extent Contractor performs any Project activities through subcontractors or subcontractors, Contractor shall contractually bind each of its subcontractors and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of Client, and Client shall be a third-party beneficiary of those subcontract provisions.

(b) Contractor shall indemnify and defend Client from all claims and demands for payment for services provided by subcontractors of Contractor.

(c) Contractor acknowledges that, due to the nature of the services to be provided under this Agreement, the Client has a substantial interest in the personnel and contractors to whom Contractor assigns principal responsibility for services performed under this Agreement. Consequently, Contractor represents that it has selected and intends to employ or assign the key personnel and contractors identified in its proposal submitted to Client prior to execution of this Agreement to induce Client to enter this Agreement. Contractor shall not change such contractors or key personnel except after giving notice of a proposed change to Client and receiving Client's consent thereto. Contractor shall not assign or reassign Project work to any person to whom Client has reasonable objection.

**SECTION 10. REQUIRED FEDERAL PROVISIONS.** [Delete if inapplicable.]

**NOTE - THIS SECTION MAY REQUIRE REVISION**

(a) Contractor understands that Client may be funding the Project in whole or part with funds provided \_\_\_\_\_ . Contractor agrees it is subject to and shall comply with all applicable provisions of said \_\_\_\_\_, the Act under which the contract award has been made, and applicable regulations.

(b) Contractor shall comply with all applicable Federal, State, and local laws applicable to its activities.

(c) All records with respect to any matters covered by this Agreement shall be available for inspection by Client, \_\_\_\_\_ at any time during normal business hours and as often as Client, \_\_\_\_\_ deems necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

#### SECTION 11. MISCELLANEOUS.

(a) Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Contractor or Client by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Client, Attention:

\_\_\_\_\_, Pueblo, Colorado, or to Contractor at

\_\_\_\_\_. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

(b) Entire Agreement. This instrument contains the entire agreement between Contractor and Client respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either Client or Contractor in relation thereto not expressly set forth in this instrument and its attachments is null and void. In the case of any conflict between the terms of this Agreement for Professional Services and terms of Schedule 1 or any other attachment hereto, the terms of this Agreement shall govern.

(c) Successors and Assigns. This Agreement shall be binding on the parties hereto and on their successors and assigns; provided, however, neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to Contractor may be assigned by it without the written consent of Client, which consent may be withheld in Client's sole and absolute discretion. Any assignment or attempted assignment in violation of this subsection shall be void.

(d) Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of Contractor and by Client in accordance with the requirements of Section 4(b) of this Agreement or upon authorization of Client's governing board.

(e) Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Any unresolved dispute arising from or concerning any breach of this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

(f) Equal Employment Opportunity. In connection with the performance of this Agreement, neither Contractor nor its contractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or age. Contractor shall endeavor to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability or age.

(g) Severability. If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

#### SECTION 12. STATE-IMPOSED MANDATES PROHIBITING ILLEGAL ALIENS FROM PERFORMING WORK

(a) At or prior to the time for execution of this Agreement (which may be referred to in this section as this "Contract"), Contractor (which may be referred to in this section as "Contractor") shall submit to the Purchasing Agent of City its certification that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor will participate in either the "E-Verify Program" created in Public Law 208, 104<sup>th</sup> Congress, as amended and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established

pursuant to §8-17.5-102(5)(c) C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

- (b) Contractor shall not:
  - (I) Knowingly employ or contract with an illegal alien to perform work under this contract;
  - (II) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- (c) The following state-imposed requirements apply to this contract:
  - (I) The Contractor shall have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.
  - (II) The Contractor is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.
  - (III) If the Contractor obtains actual knowledge that a subcontractor or subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
    - A. Notify the subcontractor and the Client's Purchasing Agent within three (3) days that the Contractor has actual knowledge that the subcontractor/subcontractor is employing or contracting with an illegal alien; and
    - B. Terminate the subcontract with the subcontractor/subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(III)A. above the subcontractor/subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor/subcontractor if, during such three (3) days, the subcontractor/subcontractor provides information to establish that the subcontractor/subcontractor has not knowingly employed or contracted with an illegal alien.
  - (IV) The Contractor is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as "CDLE") made in the course of an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.
- (d) Violation of this Section 12 by the Contractor shall constitute a breach of contract and grounds for termination. In the event of such termination, the Contractor shall be liable for Client's actual and consequential damages.
- (e) As used in this Section 12, the terms "subcontractor" and "subcontractor" shall mean any subcontractor or subcontractor of Contractor rendering services within the scope of this Agreement.

#### SECTION 13. Reserved.

#### SECTION 14. PERA LIABILITY

Contractor shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Contractor shall fill out the questionnaire attached as Appendix A and submit the completed form to Client as part of the signed Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CONTRACTOR:

\_\_\_\_\_  
By:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By \_\_\_\_\_  
President of the City Council

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

**CERTIFICATIONS REQUIRED FOR  
DEPARTMENT OF HOUSING AND CITIZEN SERVICE PROJECTS**

Contractor hereby certifies that the project will be conducted and administered in compliance with:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(12) The applicable regulations, policies, guidelines and requirements of 2 CFR 200 as they relate to the acceptance and use of federal funds under this federally-assisted program;

(25) No contract funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).

(Sections 9-11 and 13-24 determined not applicable for this project.)