

EL PASO COUNTY



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PUBLIC SERVICES DEPARTMENT
Contracts & Procurement Division

REQUEST FOR PROPOSALS RFP NO.: 17-063

Sealed proposals for **DEVELOPMENT OF A WATER MASTER PLAN AS AN ELEMENT OF THE COUNTY MASTER PLAN** for the El Paso County Planning and Community Development Department will be received by the El Paso County Contracts & Procurement Division, 210 S. Tejon St., Suite 138, Colorado Springs, CO 80903, **BY NO LATER THAN 1:00 P.M. MONDAY, MAY 22, 2017. Faxed proposals will not be accepted.**

**PLEASE USE THE ROCKY MOUNTAIN E-PROCUREMENT WEBSITE & LOG ONTO
www.rockymountainbidsystem.com TO DOWNLOAD DOCUMENTS.**

EL PASO COUNTY CONTRACTS & PROCUREMENT DIVISION WILL NOT BE HELD RESPONSIBLE
FOR MISINFORMATION RECEIVED FROM PRIVATE PLAN HOLDERS.

**It is the responsibility of all bidders to make sure that they have obtained all solicitation documents and addendums,
and to include signed copies of each addendum signature page with their bid.**

Any questions regarding this proposal should be directed to Ken Lavey, Procurement Specialist, at 719-520-6401, or emailed to: kenlavey@elpasoco.com. Do not contact any other individual regarding this solicitation. **Final questions are due by no later than 1:00 P.M. MONDAY, MAY 8, 2017.**

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY

/s/
CONTRACTS MANAGER

**PUBLICATION DATES:
Fountain Valley News:
April 19, 2017**

If you are not interested in bidding on this project or similar projects, please contact the Contracts & Procurement Division at (719) 520-6390. We continue to look for opportunities to reduce the costs involved in the solicitation of bids and proposals for El Paso County. Your cooperation is appreciated.

EL PASO COUNTY
 CONTRACTS & PROCUREMENT DIVISION

RESPONSE CHECKLIST
For
DEVELOPMENT OF A WATER MASTER PLAN AS AN ELEMENT OF THE COUNTY MASTER PLAN

The Proposer’s attention is especially called to the items listed below, which must be submitted in full as part of the proposal. Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this RFP (Request for Proposals) may be cause for rejection of the proposal.

Proposer shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE

	RESPONSE CHECKLIST
	ADDENDUM(S) ACKNOWLEDGED (IF APPLICABLE)
	ONE (1) ORIGINAL AND THREE (3) COPIES OF THE TECHNICAL PROPOSAL PACKAGE
	ONE (1) ORIGINAL AND THREE (3) COPIES OF THE FEE PROPOSAL (In a separate envelope from proposal package)
	ONE (1) DIGITAL VERSION OF THE COMPLETE PROPOSAL INCLUDING THE FEE PROPOSAL
	COPIES OF GENERAL LIABILITY INSURANCE AND WORKERS COMPENSATION (IF APPLICABLE) CERTIFICATES
	ONE (1) COPY FOR PUBLIC VIEWING (CD is acceptable)

PLEASE READ THE “**INSTRUCTIONS FOR SUBMITTING PROPOSALS**” INCLUDED IN THIS PACKAGE.

COMPANY NAME	PHONE NUMBER
STREET ADDRESS	FAX
CITY, STATE, ZIP	EMAIL
AUTHORIZED REPRESENTATIVE NAME (PRINT)	TITLE
AUTHORIZED REPRESENTATIVE SIGNATURE	DATE

EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION

GENERAL SPECIFICATIONS
For
DEVELOPMENT OF A WATER MASTER PLAN AS AN ELEMENT OF THE COUNTY MASTER PLAN

El Paso County Planning and Community Development Department (County) is seeking proposals from qualified, experienced consulting firms to provide services necessary for **DEVELOPMENT OF A WATER MASTER PLAN AS AN ELEMENT OF THE COUNTY MASTER PLAN**. The Water Master Plan will be considered by the El Paso County Planning Commission as an amendment to the adopted El Paso County Master Plan.

I. INTRODUCTION

The State of Colorado has recently adopted a statewide water plan, Colorado's Water Plan, which identifies objectives, goals, and critical actions needed to ensure that Colorado can maintain our state's values into the future. Various water sub-basins in the state have adopted implementation plans. Many municipal jurisdictions have adopted water supply plans for their utilities, yet few counties have adopted specific master plan elements to assist in guiding new growth in consideration of water supply. An objective of Colorado's Water Plan is that by 2025, 75% of Coloradans will live in communities that have incorporated water-saving actions into land use planning.

The El Paso County Master Plan is an advisory document consisting of the Policy Plan (1998) as the guiding document concerning broader land use planning issues; topical elements regarding specific planning issues; small area plans for specific geographical areas of the County; drainage basin plans; and some previously approved development master plans. The Policy Plan is a policy based plan rather than a map based plan. El Paso County has also participated in or helped sponsor several water reports. While each of these elements may have mentioned water and water planning, no single document comprehensively addresses water supply planning as it is related to land use.

Rural subdivisions in El Paso County generally rely on individual domestic or household wells for their water supply, while suburban and urban development typically have centralized water and sewer provided by a Title 32 special district or contracted municipal supplier. El Paso County is not a water supplier. The population of the unincorporated county is 174,000, which includes approximately 55,000 households. The annual growth rate in the unincorporated county is projected at 2.5 percent. Development pressures in the current pro-growth environment continue, while water use and availability is the most frequent resident concern expressed in public hearings regarding land use decisions, and yet the least understood.

Colorado's Water Plan has identified a substantial gap for this area in the future demand for water as compared to the current supply or availability. The county's desire is to better understand the details of this gap, and create a path forward to assist decision makers in evaluating new development proposals for water supply needs. Historically, neither El Paso County nor the State of Colorado has required developments to utilize renewable water resources; therefore, a majority of the water suppliers rely on non-renewable groundwater as their primary source of water supply. Even though El Paso County has utilized a 300 year water supply subdivision regulation since 1986, there has been no analysis of either the effectiveness of the regulation or the effect the regulation has had on land use patterns. Long term water supply planning has remained the responsibility of the individual water supply entities, but with substantial differences in the sophistication of those entities, coordination of those efforts has to a certain extent been lacking. Water supply documentation submitted in support of in new development applications typically provides evidence that sufficient legal water rights exist and establishes the legal

right to extract water. These “paper water rights”-do not, however, necessarily provide evidence that the “wet water” physically exists in sufficient quantity to serve the buildout of the development and that the supply will be dependable over the long term. The State bases its water rights approvals on “paper water rights” rather than “wet water.” Planning for continued growth in El Paso County should begin to be based on physically available real, or wet, water.

The purpose of the Water Master Plan is to understand present conditions of water supply and demand, to identify efficiencies that can be achieved, and to take steps through the comprehensive planning and development review process to encourage best management practices for water demand management, water efficiency and water conservation to ensure that land use decisions are made based on balancing efficient use of limited water supplies with needs of new residents to have a reliable water supply while working in cooperation with the water supply entities in their respective water planning efforts. It is intended that the Water Master Plan will also provide the basis for review of the proposed water supply for new development at an earlier stage of the development process.

The Water Master Plan effort will evaluate a range of alternatives to meet demand, including capital investments and land use patterns, identifying methods to integrate water supply into short and long range land use planning, including the integration of water conservation recommendations and landscaping planning analysis. The Water Master Plan will provide guidance in the review of future 1041 or other utility permit applications and may be used to implement locally applicable aspects of Colorado’s Water Plan.

The successful firm (Contractor) shall enter into a services contract with the County to provide the services outlined in this RFP. The Contractor services requested in this RFP primarily include project management, data gathering, public participation, report and graphics preparation, identification of available water supplies and delivery alternatives, development of approximate or typical cost estimates and conceptual financing options, and preparation of a final textural plan and recommendations for adoption. Proposers are expected to base their proposals on all tasks described herein. Sub-Contractors are permitted and are to be identified in the proposal response. There may be tasks described herein that may be completed by EPC staff in conjunction with the Contractor. Throughout each phase of the project, the selected Contractor shall work closely with the County Project Manager to advance the project. No work shall commence without a written notice to proceed by the County Project Manager. Please note that some tasks are expected to run concurrently and that the timeframe does not represent actual billable hours. It is expected that the process will be completed in 2018.

II. PROPOSED SCOPE OF WORK

A. TASK 1: PROJECT MANAGEMENT AND PUBLIC PARTICIPATION

Contractor will be expected to manage the project and develop a public participation program, including but not limited to:

1. Verify/refine goals and objectives: compile input from existing county plans, reports and regulations, water supply plans for municipalities, special districts providing water supply, and water providers, Colorado’s Water Plan, and any available basin plans. Solicit public, military, and development community comments. Work with County staff to establish a stakeholder group to provide input to the project. Analyze the goals and objectives based on comments received.

Deliverables: Compilation of input from other plans; compilation of comments from stakeholders; a list and description of goals and objectives and performance measures.

2. Public participation program: The public participation process should engage the public and stakeholders in productive conversation using cost effective methods. The County is looking for methods other than traditional public meetings and for methods to steer the public to the project website. The Contractor must be actively engaged with County staff in the public participation

process including governmental agencies (including but not limited to City of Colorado Springs, City of Fountain, Monument, Palmer Lake, Green Mountain Falls, Calhan, and Ramah, military bases and Pikes Peak Area Council of Governments), water providers and special districts, water planning entities such as Pikes Peak Regional Water Authority, groundwater management districts, community organizations, relevant advisory groups, the development community, trade groups and public individuals as stakeholders in the Master Plan document. Develop web-based information and input options. Attend and facilitate approximately ten (10) public meetings or work sessions with advisory groups, stakeholders, adopting bodies and other organizations including preparation, agendas, and minutes (including discussion and action items), prepare outreach materials, provide mechanisms to receive, collect and respond to stakeholder comments and questions, participate in project stakeholder or steering group meetings, and provide other support functions as needed. A minor number of additional public meetings or work sessions may be required on an as needed basis. Obtain input for verifying/refining goals and objectives, identifying existing and proposed conditions, finalizing the plan, and implementing strategies.

Deliverables: Website with current information and interactive capability for receiving and documenting comments and input; public meetings; stakeholder or steering committee meeting materials and minutes; other appropriate outreach methods and materials; documentation of meeting process and comments received.

3. Project management: With input from County staff, prepare and maintain a project schedule, budget, task work plan and breakdown of resource allocation, including which of the Contractor's employees will be performing what tasks and numbers of hours. Prepare progress reports on work performed for billing. Monthly invoices with defined hours and tasks are required. After approval of the task work plan by the County Project Manager, the Contractor shall take the lead in completing the task. To be eligible for payment, billings must be received within 30 days after the period for which payment is being requested and the County must receive final billings on this contract within 30 days after the end of the contract work. The Contractor shall neither schedule nor attend meetings as a representative of this project, nor conduct analysis not included within this project scope without the direction and approval of the County Project Manager. It is anticipated that regular coordination meetings will be held with key stakeholders on a monthly basis.

Deliverables: Project schedule; budget; work plan with resource allocation; monthly progress reports with invoices in sufficient detail to facilitate project management; meetings with EPC staff as needed.

4. Grants: Identify potential funding sources and assist in securing grant funding for this plan and any additional/recommended studies as noted in Task 10.

Deliverables: Written identification of funding sources and opportunities, including identification of funding entities, timing cycles and deadlines, match requirements, and application qualification requirements. Provide assistance in preparing any grant or funding applications.

B. TASK 2: MAPPING AND DATA DEVELOPMENT

Contractor will be expected to identify and map current water supplier boundaries for included property and service areas as well as existing and projected facilities, with the objective of identifying opportunities for cooperative facility planning, service redundancy interconnections, and emergency planning. Contractor also will identify institutional barriers to cooperation and interconnection. While special district boundaries will be made available to the contractor by the County, service area boundaries and existing facilities are not mapped by the County and that information must be secured from the individual water supply entities. The County will supply information they have available for

all service providers and assist the contractor in securing any available mapping and data from those entities.

GIS data sets are available without cost to the Contractor; however, a request must be made to El Paso County's Information Technologies Department. The acquisition of County data will require the execution of a license agreement. The license agreement form is found on the County website; <http://adm.elpasoco.com/InformationTechnologies/GeographicInformationSystems/Pages/LicensedDataCatalog.aspx>. The Contractor shall be responsible for acquiring data in the transfer media available from the County. The data can be made available on CDs and DVDs and from an FTP site.

The following digital data will be available to the Contractor:

- Soils (NCRS grouped by HSG)
- Land Uses using County land use categories for 2005 thru 2030
- LIDAR Ground Data-2011 (contours are not provided but may be derived from manipulation of the LIDAR data)
- Aerial photography
- Storm sewer facilities
- Floodplains
- Basin boundaries
- Streamlines
- Parcel and Right-of-way ownership
- Wildlife habitat or wildlife impact developed by the Colorado Department of Wildlife
- Wetlands
- Special District Boundaries
- Groundwater Management District Boundaries

All of the County data is geo-referenced to the same coordinate system; however, the precision of each data set may vary. The Contractor will be responsible for determining the sufficiency of the available data and identify any deficiencies that will interfere with the completion of the Scope of Work. The Contractor shall also collect documents and data as needed to update available County data sets.

Deliverables: Maps of water suppliers' service areas and existing and projected facilities. Identification of physical and institutional barriers to cooperative planning, water sharing, and interconnection of facilities.

C. TASK 3: LAND USE AND SOCIOECONOMIC/SCENARIO DEVELOPMENT

Data development tasks will update information to describe existing, future, and build out conditions and to support alternatives analyses. Scenarios shall include present day, long term (2040) and full build out (2060+) consistent with modelling performed for the recently approved 2016 Major Transportation Plan Update. Socioeconomic data shall be based on State Demographer estimates, supplemented by regional estimates / forecast allocations where appropriate, and other data as needed. If available data appears inconsistent with known development trends, recommend adjustments that would be consistent. Reconciliation with Colorado's Water Plan data and planning periods may be necessary

The County will provide access to socioeconomic data that was utilized for the 2016 Major Transportation Corridors Plan Update.

Deliverables: Most recent data sets, outreach materials, maps, tables and the final report addressing the following:

1. Existing land use conditions and their impact on water supply demand: Determine those land uses that are currently in place or legally vested to develop as approved.
2. Future land use conditions: Determine those land uses that are currently anticipated in local comprehensive plans, approved development plans, and augmented by County or other local jurisdiction staff knowledge, as appropriate, of pending major development proposals and their impact on water supply demand.
3. Full build out conditions: Without a cap on total population, forecast development patterns to reflect an ultimate land use scenario (see Demand and Supply section below).
4. Socioeconomic data: Utilize 2016 Major Transportation Plan Update data, Colorado's Water Plan, State Demographer and other data sources to develop information on population and economic patterns and trends to assist in forecasting future / build out land use scenarios. If available data is inadequate, determine what additional data should be obtained, if available, to provide the deliverable or that which would be most beneficial for any future Update effort.

D. TASK 4: DEMAND AND SUPPLY ANALYSIS

Contractor will be expected to analyze current, long term (2040), and full build out (2060+) and projected water demands as compared to current and projected water supply in order to identify any deficiencies for any service providers or undeveloped land. The analysis must include both land within water service areas and those lands expected to develop utilizing individual wells. The supply analysis is to be based upon existing and projected conditions, and will also be consolidated to provide an overall County-wide gap analysis between water demand and supply.

The contractor will inventory and analyze water rights or availability associated with County owned property, including rights of way, to provide a more thorough understanding of available assets.

Recent issuance of stricter Environmental Protection Agency guidelines for perflorinated chemicals (PFC's) has affected the renewable water supplies of several water providers and their 65,000 residents, which must be recognized in this study. Interim measures to address the problem have been implementing by the affected entities, but presently are not sustainable. The mapping associated with this study will include those affected areas, and the current status of the affected water providers in terms of available water supplies and interconnections.

All assumptions, discussions, factors and results shall be documented in sufficient detail to enable an outside observer to follow the analysis. The analysis should also incorporate data from approved development plans from the Development Services Division, district service plans, water supply plans, projections from water suppliers, and development projections from the development community. The objective is to identify, in a single resource and map, current and projected service areas, water supply plans, water availability, intergovernmental agreements, interconnections plans, and spatial relationships of the infrastructure and services areas of all water suppliers.

Deliverables: Textural and graphical depictions of current and projected demand and supply for water suppliers, maps of needed extensions/interconnections/improvements, list of prioritized improvements, outreach materials, inventory and maps of districts/suppliers, including service areas, inventory of current and projected supply, to be included in the final report. The analysis of supply and demand shall also consider zoning densities and impact of such to the current and projected water demand and water supply. Mapping and water inventory of County owned property, and areas affected by PFC's along with the interim measures adopted by the affected water providers.

E. TASK 5: REGIONALIZATION ALTERNATIVES

A Regional Water Supply Infrastructure Feasibility Study by the Pikes Peak Regional Water Authority is ongoing, but is focused on the needs of participating providers. This task will focus on the potential for additional regional cooperation between all water providers and the possible integration or interconnection of facilities on a more County-wide scale. The result should be the identification in a single document and the mapping of the existing integration and interconnection plans for the water providers, with identification of potential efforts to connect supply facilities to increase reliability.

Deliverables: Compilation of intergovernmental or other agreements. Mapping of potential water supply interconnections between water providers. Identification of physical and institutional barriers to cooperative sharing, and interconnection of facilities and potential solutions to these barriers. Identification of water storage options and scenarios. Identification of options to encourage greater use of renewable water and water sharing among providers.

F. TASK 6: DEVELOPMENT OF WATER CONSCIOUS LANDSCAPING STANDARDS

Review of landscaping for new development is currently based on the regulatory standards contained in the El Paso County Land Development Code (2016) and the guidance of the Landscape and Conservation Manual. The current landscaping requirements are not necessarily reflective of the current or projected water supply issues in Colorado, they utilize a one size fits all approach throughout the County, and they may not reflect individual water supplier's standards or the water supply limitations or climate variability that currently exists in the County.

Contractor will be expected to review the landscaping requirements of the El Paso County Land Development Code (2016) and the guidance of the Landscape and Conservation Manual and make recommendations for modifications so that the County landscaping standards are more sensitive to water availability with flexibility based upon development location and water supplier limitations. This will involve coordination with the water suppliers and may require consultation with local landscape design professionals.

Deliverables: Written recommendations for modifications to regulations and documents so that the County landscaping standards are more responsive to actual and projected water availability with flexibility based upon development location and water supplier limitations.

G. TASK 7: DEVELOPMENT OF WATER CONSERVATION MODELS OR GUIDANCE DOCUMENTS

The objective of this task is to develop conservation models or guidance documents for water conservation and ways to encourage efficiency which may then be customized by a water provider for its specific needs. Currently, individual water providers are responsible for developing their own water conservation planning, emergency planning, and drought planning standards. Smaller providers may have little or no experience in developing conservation plans.

Deliverables: Written recommendations for water conservation plans which may be voluntarily adopted by water providers and which can be utilized by the County in reviewing future land development applications.

H. TASK 8: WATER REUSE

Reuse can be an important component of water supply planning, and some water providers have already implemented or are planning to implement reuse strategies. The Pikes Peak Regional Water Authority is currently evaluating reuse for participating providers. The objective of this task is identify the current status of reuse, and constraints and opportunities for reuse potential for all water providers in the County, in relationship to the demand and supply analysis performed under Task 4.

Deliverables: Summary of water reuse currently occurring or projected to occur County-wide, with written recommendations for additional reuse planning which can be utilized by the County in reviewing future land development applications.

I. TASK 9: RECOMMENDATIONS FOR REGULATORY MODIFICATION

Even though El Paso County has utilized a 300 year water supply subdivision regulation since 1986, there has been no analysis of either the effectiveness of the regulation or the effect the regulation has had on land use patterns. Theoretically, this regulation should have encouraged utilization of renewable water for the supply to new development; however, there has been limited development of projects proposed to deliver renewable water to areas where growth in the County is being planned or is occurring. Land use patterns can be substantially affected by municipal annexations, special district inclusions, and provider acquisition of water supply. The objective of this task is to analyze the effectiveness of the current County water regulations toward achieving the long term water supply objectives as they apply to new development, and to make recommendations for modification to the zoning and subdivision regulations to ensure a long term water supply. Methods to encourage utilization of renewable water must be explored, including water sharing and incentives such as density increases where renewable water is available or employing greater water use efficiency.

Deliverables: Recommendations for modification to the zoning and subdivision regulations to ensure a long term water supply in terms of quantity, quality, and dependability, including, but not limited to, identifying opportunities for, and locations of, increased density for developments served either entirely or in part by renewable water sources and to achieve greater water use efficiencies. Greater water use efficiencies typically include, but are not necessarily limited to, implementing best management practices for water demand management, water conservation, and to ensure that land use decisions are made based on balancing efficient use of limited water supply with needs of new residents to have a reliable water supply.

J. TASK 10: PLAN IMPLEMENTATION

It is intended that the Water Master Plan will be adopted as an amendment to County master plan to provide a basis upon which to review new development applications and guide future growth and land use in the unincorporated area of the County. The plan can also assist staff and applicants in subsequent determinations of water sufficiency for review of subdivision applications, and help identify when additional water sources are needed. The Water Master Plan can be an education tool for the public, and also benefit school districts in their planning to address water supply needs for new facilities. The information developed in this plan may lead to identification of additional studies or analysis, which may include but may not be limited to wastewater planning analysis, water quality and treatment, stormwater planning, and groundwater hydrology analysis.

Deliverables: Recommendations for implementation of the Water Master Plan. Recommendations for additional studies or analysis. Recommendations regarding partnerships between water providers, the County, and others pertinent entities. Recommendations for securing grant or other funding for additional plans or studies. Identification of potential grant funding sources timing cycles and deadlines, match requirements, and application qualification requirements

All work products are to be provided to the County in “usable and writable” formats, to include but not limited to the following:

The Contractor shall use MS Word (either 10 or 11 font size) and MS Excel (all Microsoft Office 2013), IBM PC compatible graphics packages and Auto CAD 2010 (or later version) to generate text, figures, tables, and drawings as needed. The Contractor shall obtain approval from the County of all

graphics and other software proposed for use under this contract. All final deliverables shall be provided on CD and flash drive. All deliverables shall be clearly organized and indexed for easy access and retrieval. 30 printed copies of the plan shall be provided after any approval action by the Planning Commission.

Contractor will have to complete a 'Contractor Geographic Information System Product License Agreement' prior to obtaining and using existing EPC GIS datasets requested. This form can be downloaded from the El Paso County website.

GIS formats to be compatible with ESRI ArcGIS products, to include shapefiles, or feature class datasets stored in an ESRI version 9.3 file geodatabase.

Projected coordinate system used is: NAD_1983_State_plane_Colorado_Central_FIPS_0502_Feet.

5. ADDITIONAL SERVICES

The need for additional services will be determined as the project progresses. If it is determined that additional services are required, a separate statement of work will be provided to the Contractor for proposal purposes at that time and handled as a contract amendment. Additional services will be based on the rate/fee schedule included with the proposal.

6. PROPOSAL RESPONSE REQUIREMENTS

The following items must be included in the proposal and shall be divided into appropriate sections, and information submitted shall be concise and easily found.

- A. Cover Letter: Include the following elements of information in the letter as a minimum:
- 1) RFP number and project name.
 - 2) Statement that the firm is qualified to perform the work.
 - 3) Certification statement that the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
 - 4) Name, telephone number, email address, and fax number of the individual to contact regarding the submittal.
 - 5) The signature of an authorized principal, partner, or officer of the firm.
 - 6) The cover letter shall be a maximum of one page in length.
 - 7) The Response Checklist (form included in this RFP package).
 - 8) An Addendum acknowledgement signed for each addendum issued. The Addendum content does not need to be attached, just the acknowledgement page.
 - 9) Project Plan
 - 10) Any exception to El Paso County's standard Professional Services Contract or exception to the any items addressed in this document. If none, please state none.
 - 11) Copies of requested insurance certificates
 - 12) Qualification Statement
- B. Company history, stability, and financial standing: Provide a brief description of your firm including location(s), office locations, size of firm, and financial stability (annual public reports or private financial statements shall be included in an appendix or under separate cover; private financial information will be kept confidential by the County).
- C. Ability of the Company to meet or exceed the requirements defined in the RFP:
- 1) Describe/summarize the Company's relevant experience. Include a maximum of 5 relevant projects with similar services, timelines and/or magnitudes, as applicable.
 - *Generally describe project scope and services provided.*
 - *Specifically identify key personnel involved in the similar project.*

- 2) Summarize/list the Company's applicable qualifications and/or certifications. The County may request proof of the listed certifications prior to performing work.
 - 3) References:
 - Provide 3 minimum, 5 maximum references other than El Paso County and preferably city or county governments, where your firm provided similar services. It is preferred that representatives of El Paso County not be provided as references.
 - Provide: Firm names, contact names and titles, phone numbers, fax numbers, and email addresses.
 - Provide a list of services and summarize type of service(s) and past performance. Limit descriptions of services provided to each reference to two (2) concise paragraphs.
- D. Ability of the Company's Key Personnel to meet or exceed the requirements defined in the RFP:
- 1) Describe number and nature of professional staff available for this project.
 - 2) Provide an organization chart with anticipated staff and Key Personnel that will be assigned to the project. The County may request additional and/or updated information about the personnel prior to performing work.
 - 3) Provide a list of Sub-Contractors that will be used for the proposed work. Describe the scope of work that will be provided by each Sub-Contractor.
 - 4) Provide current and projected work load of Key Personnel.
 - 5) Describe/summarize Key Personnel's relevant experience and role in the project. Include relevant projects with similar services, timelines and/or magnitudes, as applicable. (This may include experience with a different Company).
 - 6) Summarize/list applicable qualifications, licenses, training and/or certifications of Key Personnel. The County may request proof of the listed training, certifications, and/or licenses prior to performing work.
 - 7) Resumes for Key Personnel may be included if additional information is deemed necessary. If included, resumes shall be located in an appendix and referenced in the proposal as applicable. Do not exceed one (1) page per resume.
- E. Understanding and approach:
- 1) Provide a summary narrative describing the Company's understanding and approach for completing the proposed work as described in this RFP:
 - Describe available services and associated support/resources.
 - Clearly identify the Company's and Key Personnel's responsibilities.
 - Describe your unique approach to management of the project (i.e. budget, schedule, outreach, other).
 - Provide an overall estimated schedule to include key tasks and milestones.
 - Address any other responses requested by this RFP.
 - Provide a narrative and/or exhibits describing your innovative or unique approach to completing the project requirements and solving project issues (i.e. budget, schedule, outreach, other).
- F. State any reservations, conditions, or constraints related to this RFP. If none, then state that you have none.

7. FEE PROPOSAL (In a separate envelope)

Fee/rate/cost schedule for services proposed must include the following at minimum:

- A. Submit by labor category/title and associated rate.
 - Include names of Key Personnel with their title and rate.
 - Include "all" anticipated labor categories/titles that may be used on the project. A separate rate sheet from the schedule of services may be used.
- B. Hourly rates, unit rates, and markups shall be a fixed rate and not a range.

- C. Hourly rates, unit rates, and markups not included as part of the Contractor's original Fee Proposal will not be considered.
- D. Non-labor expenses shall be listed at cost (no loading on non-labor).
- E. Mileage will be paid at a set approved rate. This rate will be specified in the Fee Proposal and will be included in the contract.
- F. List any additions in Miscellaneous Expenses – be specific.
- G. Unit rates for Contractor owned equipment not listed will be accepted as long as the items are included as part of the Contractor's original Fee Proposal submitted in response to the RFP.
- H. In addition, Contractor shall submit a comprehensive rate sheet with labor categories / titles and associated billable rates for all positions that are forecasted to be working on this project. Specific names (other than those specified in the Fee Proposal) for each title are not required. The final approved rate sheet will be included in the contract.
- I. Attach Sub-Contractor fee schedules.

8. PROPOSAL PROCESS REQUIREMENTS

A. INQUIRIES

Questions related to this Request for Proposals (RFP) must be directed to Ken Lavey, Procurement Specialist, Contracts & Procurement Division at 719-520-6401 or by e-mail to: kenlavey@elpasoco.com. All questions shall be submitted in writing. If needed, written responses to those questions shall be published as an addendum after the final questions are due. All final questions are due **no later than 1:00 PM, Monday, May 8, 2017**. **Do not contact any other individual regarding this RFP other than the Procurement Specialist listed above.**

B. PRE-PROPOSAL CONFERENCE

There is no pre-proposal conference for this solicitation.

C. PROPOSAL SUBMISSION

Proposals must be received in the El Paso County Contracts & Procurement Division, 210 S. Tejon St., Suite 138, Colorado Springs, Colorado 80903, **no later than 1:00 PM, MONDAY, MAY 22, 2017**. E-mailed or faxed responses will not be accepted.

An original and three (3) copies of the Technical and Fee Proposals must be mailed or delivered in a sealed envelope to the above stated address and identified as **RFP No. 17-063: WATER MASTER PLAN** in the bottom left-hand corner of the envelope. Please identify the Original Proposal. It is not necessary to submit each proposal in a separate envelope. All documents may be submitted in one packet containing original, three (3) copies, public copy, and one (1) CD.

A "Public Copy" of the proposal should be submitted and identified as "Public Copy". This copy will be available for public inspection and should not contain any information that the proposer deems confidential and proprietary. The County reserves the right to make the original copy available to the public if requested and/or required by law.

Proposals shall be signed by an authorized representative of the proposer. Failure to submit the information requested may result in the El Paso County Procurement & Contracts Department requiring prompt submission of missing information and/or giving a lower evaluation of the proposal. The Procurement & Contracts Department may reject proposals which are substantially incomplete or lack key information.

By submitting a proposal, you represent that you have (1) thoroughly examined and become familiar with the scope of services outlined in this RFP, and (2) are capable of performing quality work to achieve the County's objectives.

D. ORAL PRESENTATIONS / INTERVIEWS

Firms submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal in an interview session with the Evaluation Committee. Additional technical and/or cost information may be requested from any firm by the Evaluation Committee prior, during or after the interview for clarification purposes, but in no way will change the original proposal submitted. Interviews are at the option of the Evaluation Committee and may or may not be conducted.

E. RFP TIMETABLE

NOTE: THE DATES SHOWN ARE APPROXIMATE, ARE NOT BINDING, AND ARE SUBJECT TO CHANGE.

RFP NOTICE ADVERTISED	April 19, 2017
FINAL RFP QUESTIONS DUE	1:00 PM, Monday, May 8, 2017
PROPOSAL DUE DATE	1:00 PM, Monday, May 22, 2017
EVALUATION OF PROPOSALS	May/June 2017
INTERVIEWS (IF APPLICABLE)	June 2017
RECOMMENDATION OF AWARD TO BOCC	June 2017

F. TERM OF CONTRACT

Issuance of this RFP and receipt of proposals does not commit the County to award a purchase order or contract. The County reserves the right to postpone opening, to accept or reject any or all proposals received in response to this RFP, or to negotiate with other than the highest ranked proposer should negotiations with the highest ranked proposer be terminated, or to cancel all or part of this RFP.

The term of the contract will be from date of award through project completion. Any contract awarded between El Paso County and the successful firm will consist of a Services Contract signed by both parties, this RFP and any addendums, the submitted proposal, negotiations, the resulting Purchasing Order, and original certificates of insurance.

If proposer does not agree with any terms or conditions of the County's standard Contract or any items in this document, the proposer must present its exceptions with its proposal. If no concerns are expressed by proposer, the County shall consider that all terms and conditions of the standard contract will control. El Paso County reserves the right to reject proposals based upon exceptions to its standard contract terms and conditions.

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other proposer, County employee, or any competitor.

The Proposer is prohibited from submitting multiple proposals in a different form (i.e. as a prime Contractor and as a sub-Contractor to another prime Contractor). Submittal of multiple proposals in different form may result in the disqualification of all Proposers associated with a multiple proposal.

Should any such prohibited action stated above in this section be detected any time during the term of the Contract, such action shall be considered a material breach and grounds for Contract termination.

By submitting their proposal, the Proposer certifies that they are not currently debarred from submitting bids or proposals for contracts by any agency of El Paso County, Colorado and/or the

State of Colorado, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by El Paso County, Colorado or the State of Colorado.

G. INSURANCE REQUIREMENTS

For proposal purposes, proposers must submit copies of certificates of insurance for professional and general liability and workers' compensation, as referenced on the Response Checklist. The Contractor will be required to provide original certificates for Professional Liability, Comprehensive General Liability, Automobile Liability, any specialized liability required by the nature of the work, prior to commencing work, at its own expense, **naming El Paso County as an additional insured**, along with an original Workers' Compensation certificate, both with a 30-day cancellation notice, and maintain such coverage for the duration of the proposal award/contract.

H. EVALUATION AND AWARD PROCESS

The Evaluation Committee will evaluate all proposals received for completeness and the proposer's ability to meet all specifications as outlined in this RFP. The committee may then short-list for interviews the specific firms whose proposals best meet all the criteria required. The negotiations and award process will follow the procedures as outlined in the "INSTRUCTIONS FOR SUBMITTING PROPOSALS".

I. SELECTION CRITERIA

The following factors (not listed in order of priority) will be considered when evaluating each proposal. The County reserves the right to consider other factors not named here in making its decision.

1. Completeness of the response to this RFP.
2. Company history, stability, and financial standing.
3. Ability of the Company to meet or exceed the requirements defined in this RFP; Company's relevant experience on projects of similar scope and complexity; current and projected work load, ability to furnish the required services; past performance and references
4. Ability of the Company's Key Personnel to meet or exceed the requirements defined in this RFP (the experience, abilities, & qualifications of the personnel assigned to this project); roles, responsibilities and relevant experience on projects of similar scope and complexity; current and projected work load
5. Understanding of and approach to the project, including ability to meet the time requirements / schedule.
6. Reservations, conditions, or constraints related to this RFP
7. Fees

Any questions regarding this RFP should be directed to Ken Lavey, Contracts & Procurement Division by e-mail to kenlavey@elpasoco.com.

Ken Lavey

PROCUREMENT SPECIALIST

RFP NO.: 17-063

DUE DATE: May 11, 2017

EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION

CONTRACTOR'S QUALIFICATION STATEMENT
For
DEVELOPMENT OF A WATER MASTER PLAN AS AN ELEMENT OF THE COUNTY MASTER PLAN

This statement will provide information which will enable the County to evaluate the qualifications of your firm and staff with regard to the requirements of this Request for Proposal.

Please complete this form in its entirety and submit it along with the other required proposal documents. If there is not enough room on the form to answer the questions, attach additional pages if necessary.

(PRINT or TYPE):

FIRM NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

AUTHORIZED REP. SIGNATURE: _____

PHONE: _____ FAX: _____

E-MAIL: _____

1. TYPE OF BUSINESS:

CORPORATION

INDIVIDUAL

PARTNERSHIP

JOINT VENTURE

OTHER: _____

2. TYPE OF LICENSE & LOCATION:

3. TYPE OF SERVICE TO BE PROVIDED FOR RFP:

4. NUMBER OF YEARS IN BUSINESS: _____

5. ON A SEPARATE SHEET, PROVIDE A BRIEF HISTORY OF YOUR FIRM, STAFF SIZE, AND EXPERIENCE. SUBMIT A RESUME FOR THE PROJECT MANAGER AND EACH KEY PERSONNEL

ASSIGNED TO THIS PROJECT.

6. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER:

7. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO YES IF "YES", EXPLAIN:

8. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONTRACT WITHIN THE LAST FIVE (5) YEARS? NO YES IF "YES", EXPLAIN:

9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION? NO YES IF "YES", EXPLAIN:

10. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH AN OWNER OR OTHER GOVERNMENT AGENCY? NO YES IF "YES", EXPLAIN TYPE, KIND, PLAINTIFF, DEFENDANT, ETC., AND STATE THE CURRENT STATUS:

11. BANK REFERENCE: _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

12. LIST THREE (3) SIMILAR PROJECTS (LOCAL OR STATE-WIDE, **OTHER** THAN THE COUNTY) FROM THE LAST FIVE (5) YEARS – INCLUDE LOCATION OF PROJECT, CONTACT NAME, ADDRESS, TELEPHONE NUMBER, AND SIZE OF PROJECT (CONTRACT AMOUNT):

NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE

1. _____

2. _____

3. _____

13. LIST CURRENT SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT- INCLUDE LOCATION OF PROJECT, CONTACT NAME, ADDRESS, TELEPHONE NUMBER, AND SIZE OF PROJECT (CONTRACT AMOUNT):

NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE

- 1. _____

- 2. _____

- 3. _____

14. LIST OF SUBCONTRACTORS TO BE USED FOR THIS PROJECT: (INCLUDE FIRM NAME, CONTACT NAME, ADDRESS, TELEPHONE NUMBER, AND TYPE OF WORK):

- 1. _____

- 2. _____

- 3. _____

- 4. _____

- 5. _____

15. BONDING COMPANY AND AGENT (IF EVER BONDED):

NAME: _____

PHONE: _____

(A) CURRENT BONDING RATE: _____

(B) LARGEST INDIVIDUAL PROJECT BOND TO DATE: _____

16. SURETY (insurance) REFERENCE FOR LAST FIVE (5) YEARS: _____

IF ADDITIONAL INFORMATION IS PROVIDED ON A SEPARATE SHEET FOR ANY OF THE ABOVE ITEMS, CLEARLY SPECIFY ON THIS FORM WHERE IT CAN BE LOCATED IN YOUR PROPOSAL PACKAGE.

RFP 17-063

ATTACHMENT A

**El Paso County
Contracts & Procurement Division**

SERVICES CONTRACT

CONTRACT NUMBER:

SUBJECT MATTER:

COUNTY DEPARTMENT:

CONTRACTOR:

EFFECTIVE DATE:

EXPIRATION DATE:

THIS CONTRACT, entered into on the date set forth below, is made by and between the **BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO** (“**COUNTY**”) and _____, (“**CONTRACTOR**”).

WHEREAS, the **COUNTY** desires to purchase and receive from **CONTRACTOR** the services described in **APPENDICES A & B**; and

WHEREAS, **CONTRACTOR** is an individual or entity qualified and able to provide the type of services required by the **COUNTY**; and

WHEREAS, the parties to this **CONTRACT** desire to reduce to written terms the manner and conditions under which these services will be provided and compensated.

NOW, THEREFORE, in consideration of the above, and in accordance with the mutual terms, conditions, requirements and obligations set forth in this **CONTRACT**, the **COUNTY** and **CONTRACTOR** agree as follows:

SECTION 1. SERVICES

The **COUNTY** agrees to retain **CONTRACTOR** to perform the services described in **Appendices A & B**. **CONTRACTOR** agrees to provide those services in accordance with the provisions of this **CONTRACT**.

SECTION 2. CONTRACTOR'S RESPONSIBILITIES

- 2.1 The scope of services to be performed by **CONTRACTOR** is set forth in **Appendices A & B** attached to this **CONTRACT** and incorporated by reference.
- 2.2 All issues or questions of **CONTRACTOR** about this **CONTRACT** arising during the term of this **CONTRACT** shall be addressed to the designated County Representative identified in Section 3 below.
- 2.3 **CONTRACTOR** shall attend meetings and submit reports, plans, drawings and specifications as required in **Appendices A & B** and shall be reasonably available to the County Representative to respond to any issues that may arise during the term of this **CONTRACT**.
- 2.4 All employees, agents, representatives and sub-contractors of **CONTRACTOR** who will have significant responsibility for performance under this **CONTRACT** shall be identified to and be subject to approval by the County Representative prior to the commencement of any work by these individuals.
- 2.5 All governmental permits or licenses specified in **Appendices A & B** to be acquired by **CONTRACTOR** shall be obtained by **CONTRACTOR** in a prompt and legally sufficient manner and at **CONTRACTOR'S** own expense. Upon demand by the **COUNTY**, **CONTRACTOR** shall provide the **COUNTY** with evidence of the permits or licenses.
- 2.6 All services to be performed under this **CONTRACT** by **CONTRACTOR** shall be performed in accordance with generally recognized professional practices and standards of **CONTRACTOR'S** profession and to the reasonable satisfaction of the **COUNTY**.

- 2.7 **CONTRACTOR** represents, warrants and covenants that the prices, charges and/or fees set forth in this **CONTRACT** (on the whole) are at least as favorable as the prices, charges and/or fees **CONTRACTOR** charges (on the whole) to other of its customers or clients for the same or substantially similar products or services provided under the same or substantially similar circumstances, terms and conditions.
- 2.8 If **CONTRACTOR** agrees or contracts with other customers or clients similarly situated during the term of this **CONTRACT**, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), **CONTRACTOR** hereby agrees that it will reduce the prices, charges and/or fees charged to the **COUNTY** with respect to the products or services hereunder to the most favorable rates received by those other customers or clients.

SECTION 3. COUNTY'S RESPONSIBILITIES

- 3.1 The **COUNTY** agrees to compensate **CONTRACTOR** as set forth in Section 5 below for services rendered in accordance with this **CONTRACT**.
- 3.2 The County's Representative is **(Name, Department, Phone Number)**. The County Representative shall have authority to transmit instructions, receive information and documents and resolve any issues arising out of the performance of this **CONTRACT**. The County Representative shall provide **CONTRACTOR** with the identity of an alternate contact person in the event the County Representative is unavailable to respond to **CONTRACTOR'S** inquiries.

SECTION 4. TIME OF PERFORMANCE AND DELAY

CONTRACTOR'S time of performance shall commence as of the effective date of this **CONTRACT**, and shall remain in effect unless otherwise terminated in accordance with Section 12 below, or until the expiration date specified on the first page of this **CONTRACT**, whichever comes first.

SECTION 5. COMPENSATION

- 5.1 The **COUNTY** agrees to pay **CONTRACTOR** for the complete and satisfactory performance of services under this **CONTRACT** in the following amount and per the following payment schedule:

TOTAL CONTRACT SUM NOT TO EXCEED: \$

PURCHASE ORDER #

The amount and terms of compensation referenced above shall not be modified except in accordance with Section 18 below.

- 5.2 **CONTRACTOR** shall provide the **COUNTY** written evidence of services actually performed, and at the **COUNTY'S** request, shall itemize all hourly labor expenses and direct expenses incurred by **CONTRACTOR**.
- 5.3 If the County Representative determines that **CONTRACTOR** is not making sufficient progress or is performing unsatisfactory work under this **CONTRACT**, the County Representative may protest **CONTRACTOR'S** written invoice or statement by providing written notice to **CONTRACTOR** within ten (10) days following receipt of the invoice or statement. The written notice shall identify the nature of the problem and request an appropriate remedial action by **CONTRACTOR**. **CONTRACTOR** shall either correct the problem and advise the County Representative of the correction, or shall provide a detailed written response to the notice within ten (10) days following receipt of the **COUNTY'S** notice. During this process, payment of **CONTRACTOR'S** invoice or statement may be withheld by the **COUNTY**.
- 5.4 Unless otherwise agreed upon in writing by the **COUNTY**, **CONTRACTOR** shall be solely responsible for compensation of third parties, including subcontractors, consultants and suppliers, which are retained at the request of **CONTRACTOR** to perform this **CONTRACT**. Such third parties shall not be considered third-party beneficiaries to this **CONTRACT**.
- 5.5 No payment made under this **CONTRACT** shall be conclusive evidence of the performance of this **CONTRACT**, either in whole or in part, and no payment, including final payment, shall be construed to be a consent on the part of the **COUNTY** to accept unsatisfactory or deficient work.

SECTION 6. FUNDING AVAILABILITY

- 6.1 On or about November 15, 2016 the Board of County Commissioners of El Paso County, Colorado appropriated adequate funds to pay for services rendered in accordance with this **CONTRACT** for fiscal year 2017. This amount is equal to or in excess of the contract amount of this **CONTRACT**.
- 6.2 Financial obligations of the **COUNTY** payable after the current fiscal year are contingent on appropriation or budgeting of funds for those obligations. Should the performance of this **CONTRACT** continue past the current fiscal year, the **COUNTY** shall notify **CONTRACTOR** in writing that sufficient funds are available for continuance of **CONTRACTOR'S** performance under this **CONTRACT** into the new fiscal year. Unless **CONTRACTOR** is notified in writing of availability of

funds prior to the end of the current fiscal year, **CONTRACTOR** shall not commence any work in the new fiscal year for which a new appropriation is required to make payment.

- 6.3 Any renewal of this **CONTRACT** is contingent upon available funding and satisfactory performance by the **CONTRACTOR**, as determined by the **COUNTY**. It shall be the **CONTRACTOR'S** responsibility to provide the **COUNTY** representative (with a copy to the Contracts and Procurement Division) all requested **CONTRACT** changes and/or price adjustments at least 120 days prior to the expiration of the **CONTRACT** or **CONTRACT** renewal date. After review by the **COUNTY** of the **CONTRACTOR'S** requested changes or price adjustments, the **COUNTY** will enter into negotiations with the **CONTRACTOR** to determine if the requested contract changes and/or price adjustments are acceptable to the **COUNTY**. Negotiations must be completed 90 days prior to expiration of the **CONTRACT** or **CONTRACT** renewal date. Failure of the **COUNTY** and the **CONTRACTOR** to agree upon the terms and conditions for the renewal may result in re-solicitation of the goods or services covered by the original **CONTRACT**. Continued performance by the **CONTRACTOR** outside of the **CONTRACT** term will be at the **CONTRACTOR'S** risk.

SECTION 7. INDEPENDENT CONTRACTOR

CONTRACTOR is rendering services as an independent contractor, not as an employee, and shall be accountable to the **COUNTY** for the ultimate results of its actions, but shall not be subject to the direct supervision and control of the **COUNTY**, except as otherwise provided herein. Neither **CONTRACTOR** nor any agent, employee, or servant of **CONTRACTOR** shall be or shall be deemed to be an employee, agent or servant of the **COUNTY**. **CONTRACTOR** shall pay when due all required employment taxes and income tax withholding, shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and the subcontractors, during the performance of this **CONTRACT**.

SECTION 8. INSURANCE

- 8.1 During the entire term of this **CONTRACT**, **CONTRACTOR** shall maintain, at its own expense, insurance in the following minimum amounts and classification:

LIMITS OF LIABILITY

Workmen's Compensation and Employer's Liability

Workers' Compensation	AS REQUIRED BY STATUTE
Employer's Liability	\$1,000,000 bodily injury for each accident \$1,000,000 each employee for disease \$1,000,000 disease aggregate

Commercial General liability

Bodily Injury	\$350,000 each person \$1,000,000 each occurrence
Property Damage	\$600,000

Comprehensive Automobile Liability

Bodily Injury	\$350,000 each person \$1,000,000 each occurrence
Property Damage	\$600,000

Professional Liability (if applicable)	Commensurate with risks of services provided under this Agreement
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- 8.2 **CONTRACTOR** shall furnish certificates of such insurance to the County Contracts and Procurement Manager ("**MANAGER**") prior to the performance of this **CONTRACT**. The **COUNTY**, and its' employees and agents, shall be named as an additional insured on all policies of liability insurance, except professional liability and employer's liability, and with a thirty (30) day cancellation notice. Insurance coverage shall be maintained for the duration of the contract.

SECTION 9. DEFENSE AND INDEMNIFICATION

The **CONTRACTOR** hereby agrees to defend, indemnify, and hold harmless the **COUNTY**, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the Services performed under this Agreement and any actions, activities, or other conduct by **CONTRACTOR** or the **CONTRACTOR'S** Employees upon **COUNTY** property ("Claims") unless and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the **COUNTY**. This indemnity shall be interpreted in the broadest possible manner to indemnify **COUNTY** for any acts or omissions of the **CONTRACTOR** or the

CONTRACTOR'S Employees, either passive or active, irrespective of fault, including the **COUNTY'S** concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the **COUNTY**.

The **CONTRACTOR'S** duty to defend and indemnify the **COUNTY** shall arise at the time written notice of the Claim is first provided to the **COUNTY** regardless of whether an action has been filed in court on the Claim. The **CONTRACTOR'S** duty to defend and indemnify the **COUNTY** shall arise even if the **COUNTY** is the only party sued and/or it is alleged that the **COUNTY'S** negligence or willful misconduct was the sole cause of the alleged damages.

The **CONTRACTOR** will defend any and all Claims which may be brought or threatened against the **COUNTY** and will pay on behalf of the **COUNTY** any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the **COUNTY** shall be in addition to any other legal remedies available to **COUNTY** and shall not be considered the **COUNTY'S** exclusive remedy.

Insurance coverage requirements specified in this **CONTRACT** shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of this indemnification obligation. The **CONTRACTOR** shall obtain, at its own expense, any additional insurance that it deems necessary for the **COUNTY'S** protection.

These defense and indemnification obligations of the **CONTRACTOR** shall survive the expiration or termination of this **CONTRACT**.

SECTION 10. AUDIT AND INSPECTION

10.1 **CONTRACTOR** shall at all times during the term of this **CONTRACT** maintain such books and records as shall sufficiently and properly reflect all direct costs of any nature in the performance of this **CONTRACT**, and shall utilize such bookkeeping procedures and practices as will reflect these costs. Books and records shall be subject, at any reasonable time, to inspection, audit or copying by Federal, State or County personnel, or such independent auditors or accountants as are designated by the **COUNTY**.

10.2 **CONTRACTOR** shall permit the County Representative or other authorized Federal, State or County personnel, at any reasonable time, to inspect, transcribe or copy any and all data, notes, records, documents and files of the work **CONTRACTOR** is performing in relation to this **CONTRACT**.

SECTION 11. OWNERSHIP

11.1 All data, plans, reports, notes and documents provided to or prepared by **CONTRACTOR** in performance of this Agreement shall become the property of the **COUNTY** upon payment of services rendered by **CONTRACTOR**, and shall be delivered to the County Representative.

11.2 Except as provided in Section 10 above, all such documents shall remain confidential and shall not be made available by **CONTRACTOR** to any individual or entity without the consent of the County Representative.

11.3 If the **CONTRACTOR** deems any documents submitted by **CONTRACTOR** to the **COUNTY** under this **CONTRACT** confidential business data, trade secrets, or data not otherwise subject to public disclosure, **CONTRACTOR** shall clearly mark the documents as "Confidential" prior to delivering or making them available to the **COUNTY**. If the **COUNTY** receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the **CONTRACTOR** of such request; *provided, however*, that if any action is commenced against the **COUNTY** under the Colorado Public (Open) Records Act or otherwise seeking to compel production or disclosure of the documents, **CONTRACTOR** or any other person asserting the confidentiality privilege of such documents shall immediately intervene in such action, and whether or not such intervention is permitted, shall defend, indemnify and hold **COUNTY** harmless from any costs, damages, penalties or other consequences of **COUNTY'S** refusal to disclose or produce such documents.

SECTION 12. SUSPENSION AND TERMINATION

12.1 Without terminating this **CONTRACT**, the **COUNTY** may suspend **CONTRACTOR'S** services following written notice to **CONTRACTOR**. Within five (5) days following receipt of such notice, **CONTRACTOR** shall have completed all reasonable measures to cease its services in an orderly manner. **CONTRACTOR** shall be paid for all reasonable costs incurred and for services rendered through the date services were suspended, but in no case no later than five (5) days after **CONTRACTOR'S** receipt of suspension. If resumption of **CONTRACTOR'S** services requires any waiver or change in this **CONTRACT**, the parties must mutually agree to such waiver or change in writing and the writing must be attached as an addendum to this **CONTRACT**.

12.2 The **COUNTY** shall have the right to terminate this **CONTRACT**, in whole or in part, at any time during the course of performance by providing written notice to **CONTRACTOR**. Within ten (10) days following receipt of such notice, **CONTRACTOR** shall have completed all reasonable measures to cease its services in an orderly manner. If a new contractor is retained to complete the services, **CONTRACTOR** will cooperate fully with the **COUNTY** in preparing the new contractor to take over completion of the services. **CONTRACTOR** will be paid for all reasonable costs incurred and for services rendered through the date of termination of this **CONTRACT**, but in no case will **CONTRACTOR** be paid for services rendered later than the date of termination.

SECTION 13. COMPLIANCE WITH LAWS

- 13.1 At all times during the performance of this **CONTRACT**, **CONTRACTOR** shall strictly observe and conform to all applicable federal, state and local laws, rules, regulations and orders that have been or may hereafter be established.
- 13.2 **Federal Immigration Law Compliance:** The **CONTRACTOR** certifies that the **CONTRACTOR** has complied with the United States Immigration and Control Act of 1986. All persons employed by the **CONTRACTOR** for performance of this **CONTRACT** have completed and signed Form I-9 verifying their identities and authorization for employment.
Illegal Aliens: Public Contracts for Services. CRS 8-17.5-101 and 102, and Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended. **CONTRACTOR** certifies that the **CONTRACTOR** shall comply with the provisions of CRS 8-17.5-101 et seq. **CONTRACTOR** shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the **CONTRACTOR** that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this **CONTRACT**. **CONTRACTOR** represents, warrants, and agrees that it (i) has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the e-verify program or through the Colorado Department of labor and Employment and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The **Contractor** is prohibited from using either the e-verify program or the Colorado Department of Labor and Employment program procedures to undertake pre-employment screening of job applications while the services are being performed under this **CONTRACT**. If the **CONTRACTOR** obtains actual knowledge that a subcontractor performing work under this **CONTRACT** knowingly employs or contracts with an illegal alien, the contractor shall notify the subcontractor and the **COUNTY** within three days that the **CONTRACTOR** has actual knowledge that the subcontractor is employing or contracting with an illegal alien and shall terminate the subcontract with the subcontractor if within three days of receiving this notice the subcontractor does not stop employing or contracting with the illegal alien; except that the **CONTRACTOR** shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The **CONTRACTOR** shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the **CONTRACTOR** fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the **COUNTY** may terminate this contract for breach and the **CONTRACTOR** shall be liable for actual and consequential damages to the **COUNTY**.
- 13.3 **Colorado Labor Preference:** The provisions of Sections 8 17 101 and 102, C.R.S. may be applicable to this Contract. If this Contract includes federal funds, this paragraph does not apply. If the work to be performed under this services contract falls within the definition of 'public works project', then the Colorado Labor Preference applies. Colorado labor must be employed to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on the Project. "Colorado labor" means any person who is a resident of the State of Colorado, at the time of the public works project, without discrimination as to race, color, creed, sex, age or religion except when sex or age is a bona fide occupational qualification. A resident of the state of Colorado is a person who can provide a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty days.

SECTION 14. NON-DISCRIMINATION

CONTRACTOR shall not hire, discharge, transfer, promote or demote, or in any manner discriminate against any person otherwise qualified and capable because of race, color, sex, marital status, age, religion, disability or national origin. **CONTRACTOR** agrees to comply with all applicable Federal and State statutes and regulations concerning non-discrimination.

SECTION 15. APPLICABLE LAW

The laws, rules and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation and execution of this **CONTRACT**. The parties to this **CONTRACT** understand and agree that, in the event of any litigation which may arise between the parties under this **CONTRACT**, jurisdiction and venue shall lie in the Fourth Judicial District of El Paso County, Colorado.

SECTION 16. RIGHTS OF THIRD PARTIES

This **CONTRACT** does not and shall not be deemed to confer on any third party the right to the performance or proceeds under this **CONTRACT**, to claim any damages or to bring any legal action or other proceeding against the **COUNTY** or **CONTRACTOR** for any breach or other failure to perform this **CONTRACT**.

SECTION 17. ASSIGNMENT/SUBCONTRACTS

CONTRACTOR shall not assign its interest in this **CONTRACT** or subcontract any of the work to be performed under this **CONTRACT** without the written consent of the **COUNTY**.

SECTION 18. CHANGES OR MODIFICATIONS

- 18.1 No modification, amendment, notation, change or other alteration of this **CONTRACT** shall be valid unless mutually agreed by the parties in writing and executed as an addendum to this **CONTRACT**.
- 18.2 No change order resulting in an increase to the contract price set forth in Section 5 above shall be executed or effective unless the increase is approved by the appropriate County official(s) and the additional funds have been appropriated or otherwise made available. **CONTRACTOR** shall prepare a cost calculation for the additional costs and submit it to the County Representative prior to approval of any change order. The County Representative then will arrange for a change order, confirming with **CONTRACTOR** that funds have been appropriated or made available to cover the additional costs.

SECTION 19. SEVERABILITY

If any section, subsection, clause or phrase of this **CONTRACT** is, for any reason, held to be invalid, such holding shall not affect the validity of the remaining portions of this **CONTRACT**.

SECTION 20. CONFLICT OF TERMS IN THE CONTRACT DOCUMENTS

In the event there is found any conflict in any of the terms between the **COUNTY'S** contract documents and the **CONTRACTOR'S** contract documents, the parties understand and agree that the terms contained in the **COUNTY'S** contract documents shall be controlling and shall take precedence over any conflicting terms found in the contract documents.

Further, if there are any conflicting terms as between the **COUNTY'S** contract and the **COUNTY'S** Purchase Order or any other **COUNTY** documents which are included as a part of the contract documents, those terms which the **COUNTY** deems most favorable toward the protection of the **COUNTY** and the goals of the **CONTRACT** shall be deemed to control and take precedence over any conflicting contract terms. The conflicting contract terms may be deleted at the **COUNTY'S** sole discretion.

In the event that one of the **COUNTY'S** contract documents contains a word, statement, or clause which is not contained in any other of the **COUNTY'S** contract documents nor in those of the **CONTRACTOR'S** contract documents, the parties understand and agree that such word, statement or clause shall be included as a part of the contract terms at the sole discretion of the **COUNTY**.

Finally, in the event that there is found in the **CONTRACTOR'S** contract documents a word, statement or clause not contained in the **COUNTY'S** contract documents and which the **COUNTY**, in its sole discretion, wishes to delete from the contract terms, the parties understand and agree that the **COUNTY** shall have the discretion to include or delete such word, statement or clause from the contract terms.

SECTION 21. ENTIRE CONTRACT

This **CONTRACT**, including attached Appendices, constitutes the entire understanding of the parties. At the time of execution of this **CONTRACT**, there are no other terms, conditions, requirements or obligations affecting this **CONTRACT** which are not specifically set forth herein.

SECTION 22. APPENDICES

The following appendices are attached to and made a part of this **CONTRACT**:

- | | |
|-------------|------------------------------|
| Appendix A: | IFB/ RFP NO.: |
| Appendix B: | CONTRACTOR'S RESPONSE |
| Appendix C: | INSURANCE CERTIFICATE |

IN WITNESS WHEREOF, the parties hereto have executed this **CONTRACT** on the _____ day of _____, 2017.

**BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO**

**CONTRACTOR'S NAME
NAME OF SIGNATURE, TITLE**

BY: _____
PRESIDENT

BY: _____
AUTHORIZED REPRESENTATIVE

ATTEST:

APPROVED AS TO FORM:

BY: _____
COUNTY CLERK and RECORDER

BY: _____
OFFICE OF THE COUNTY ATTORNEY

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