Request for Quote (RFQ)

Date Issued: October 23, 2026

Project #Q26-100DB

QUOTES DUE: November 6, 2026 no later than 2:30 MST.

Please provide pricing and delivery information for the product(s) described in Exhibit A.

If there are exceptions taken to any of the terms, conditions, or specifications listed in the attachments to this RFQ, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your submission.

Please provide a quote on company letterhead for a Drug-Free Workplace Program listed in Exhibit A. We are not looking for "like" or "or equal" items. The quote must be for the specific items listed in Exhibit A. Offerors must also complete and upload the Reps & Certs document in exhibit D.

The City of Colorado Springs intends to award a purchase order resulting from this solicitation to the most responsive, responsible bidder, whose offer conforming to the solicitation, will be most advantageous to, and in the best interest of, the City of Colorado Springs, cost/price and other factors considered (specifications and additional options, delivery date, warranty, etc.). In addition to other factors, quotes will be evaluated on the basis of advantages and disadvantages to the City that might result from offers received. The City reserves the right to reject any or all quotes and to waive informalities and/or irregularities in the quoted offer. The City reserves the right to request additional product literature and/or supplemental information if needed to determine whether or not a product meets minimum specifications.

The City will award one contract to the bidder with the best value service, including frequency and pricing. Period of Performance will be January 1, 2027 – December 31, 2027:

The following exhibits are attached to this RFQ: Drug-Free Workplace Program

1. Exhibit A – Statement of Work
2. Exhibit B – Price Sheet (Offeror to Provide)
3. Exhibit C – City of Colorado Springs Drug/Alcohol Procedures Manual
4. Exhibit D – Sample Services Contract
5. Exhibit E – Solicitation Qualifications Document / Reps and Certs

Offerors must submit their quotes, Exhibit B and Exhibit D electronically in BidNet Direct. Emailed quotes will not be accepted.

Questions may be directed to:

Name: Desirée Bridgman
Title: Contracting Specialist
Email: Desiree.Bridgman@coloradosprings.gov

EXHIBIT A - STATEMENT OF WORK

AS PAGE FOLLOWS

STATEMENT OF WORK

5.1 Introduction
Contractor shall partner with the City to provide a Drug Free Workplace Program in compliance with the City's Drug/Alcohol Procedures Manual, the Drug Free Workplace Act of 1988, the Department of Transportation (DOT) 49 CFR 40 and the Federal Motor Carrier Safety Administration (FMCSA) 49 CFR 382. The City is seeking one or multiple contractors who shall provide or contract separately with qualified service providers for all services listed in this scope of work. Commencement of services shall begin January 1st, 2027, with four (4) one-year (1) renewal options for a total of five (5) contract years.

5.2 Background
The City of Colorado Springs is a municipal government organization with approximately 2,700 employees including approximately 200 employees holding Commercial Drivers Licenses (CDL). The City is committed to providing a safe and drug/alcohol-free working environment supported by effective drug/alcohol policy administration and drug and alcohol testing. The City is also committed to complying with DOT agency regulations regarding drug/alcohol testing. Please refer to The City's Drug/Alcohol Procedures Manual Exhibit 6.

Pre-employment drug testing and DOT initial testing (pre-employment and first-time CDL) is currently administered by the City. Currently, all City employees are subject to reasonable suspicion drug/alcohol testing under the standards established by the City's Drug/Alcohol Procedures Manual. All CDL holders are subject to random, reasonable suspicion, post-accident, follow-up and return-to-duty testing as governed by DOT regulations.

5.3 Drug Free Workplace Training Program
It is a joint commitment of both the City and its employees to strive for a drug/alcohol-free work environment. The purpose of the City's Drug Free Workplace Program is to enhance the safety, health, and well-being of the City's employees and the public they serve.

5.3.1 Employee awareness training
Contractor shall provide Shareable Content Object Reference Model (SCORM) -compliant on-line training for integration with the City's learning management solution (NeoGov open source platform) to deliver drug/alcohol awareness content as part of ongoing employee training. Training shall inform employees about the dangers of drug abuse in the workplace; the City's policy to maintain a drug-free workplace; available resources for drug/alcohol counseling and rehabilitation; and penalties for workplace drug abuse violations. Such awareness training shall be provided to all employees, both DOT and non-DOT covered; although DOT-covered employees shall also be subject to additional training requirements covered in 5.3.2 below.

5.3.2 DOT-covered employee training
Contractor shall provide on-line training for DOT-covered employees to satisfy the requirements of FMCSA 49 CFR 382.601. Training shall be made available once per quarter at a site mutually determined by the City and Contractor. Additional training sessions shall be provided if determined necessary by the City.

5.3.3 Training for supervisors/managers of DOT-covered employees
Contractor shall provide on-line training for supervisors/managers of DOT-covered employees to satisfy the requirements of FMCSA 49 CFR 382.603. Training shall be made available once per quarter at a site mutually determined by the City and Contractor. Additional training sessions shall be provided if determined necessary by the City.

5.4 Drug and Alcohol Testing
Pre-employment drug testing and DOT initial testing is currently administered by the City. Contractor shall assist the City in adherence to its Drug/Alcohol Procedures Manual, DOT 49 CFR 40, and FMCSA 49 CFR 382 by providing the following additional drug and alcohol testing services:

- Random
- Reasonable suspicion
- Post-accident
- Follow up
- Return-to-Duty

5.4.1 Collection

Contractor shall provide the City with one or more centrally-located drug/alcohol collection sites that support 24/7 testing (regular work hours, after hours, weekends and holidays). Collection sites and the personnel, procedures, equipment and supplies utilized for DOT-covered employees shall adhere to the requirements of DOT 49 CFR 40 and FMCSA 49 CFR 382. Contractor must also provide for non-DOT drug/alcohol collection in accordance with the City's Drug/Alcohol Procedures Manual. Collection shall commence no later than thirty (30) minutes from check in. Facilities used for collection shall satisfy the accessibility standards of the Americans with Disabilities Act.

5.4.2 Laboratory testing

Contractor must identify laboratory(s) utilized for the processing, testing, reporting and retention of specimens. Such laboratory(s) shall be certified under the National Laboratory Certification Program, adhere to the requirements of DOT 49 CFR 40 and FMCSA 49 CFR 382 as well as provide for non-DOT testing. Laboratory(s) must be able to provide expert testimony to defend testing methods and validity of results in administrative or legal proceedings. Laboratory must notify the City within 24 hours if their certification is under review, provisional and/or revoked.

5.4.3 Medical Review Officer

Contractor must provide a Medical Review Officer (MRO) that meets the credential, knowledge, qualification training, continuing education and documentation requirements of DOT 49 CFR 40, Subpart G. The MRO's responsibilities and functions shall be carried out in accordance with DOT 49 CFR 40, Subpart G. The laboratory-MRO relationship shall be governed as required by DOT 49 CFR 40, Subpart F, Section 40.101. At the City's request, the MRO shall be made available for consultation with appropriate representatives such as the Designated Employer Representative, Human Resources staff and City Attorney staff.

5.5 Substance Abuse Professional Services

Contractor must provide a Substance Abuse Professional (SAP) that meets the credential, knowledge, qualification training, continuing education and documentation requirements of DOT 49 CFR 40, Subpart O, Section 40.281. . The current Drug/Alcohol Procedures Manual provides that the City may discharge or refer to the SAP for evaluation and rehabilitation plan an employee who violates any provision of the Manual. The SAP shall provide initial evaluation, education/treatment referral, follow-up evaluation, return-to-duty testing and follow-up testing plan to be completed at the employee's own expense. The SAP shall provide the City with quarterly status reports for any individual under case management and shall immediately notify the City if an employee does not demonstrate successful compliance with the treatment plan. At the City's request, the SAP shall be made available for consultation with appropriate representatives such as the Designated Employer Representative, Human Resources staff, City Attorney staff and employee's manager/supervisor.

5.6 Contract Reporting and Quality Assurance

Contractor shall provide quarterly utilization reports 30 days following the end of each calendar quarter. Contractor shall be available by phone or in-person on an as-needed basis to review service utilization, service quality and regulatory changes. Customized analysis/reports shall be provided on an as-needed basis to assure the effectiveness and efficiency of the Drug Free Workplace Program and services provided under this contract. Contractor shall provide drug and alcohol testing data sufficient to satisfy requirements of the DOT Drug and Alcohol Testing MIS Data Collection Form when such submission is required from the City.

EXHIBIT B - PRICE SHEET

AS PAGE FOLLOWS

Offeror must upload quote sheet on company letterhead to the BidNet Direct Purchasing System at: www.bidnetdirect.com

EXHIBIT B- PRICE SHEET

	DESCRIPTION	UOM	UNIT PRICE
1	Federal DOT and Non-DOT Drug and Alcohol Evaluations	ea	
2	Return to Duty Conferences if applicable	ea	
3	Follow-up Evaluation -Via e-mail -Via phone call -Via video conferencing	ea	
4	Case Management and Follow-up -Via e-mail -Via phone call -Via video conferencing	ea	
5	Relapse Prevention Group	ea	
6	Supervisor Drug Free Workplace Training live on videoconference (Microsoft Teams)	ea	
7	Employee Drug Free Workplace Training live on videoconference (Microsoft Teams)	ea	
8	Electronic Supervisor Booklet (if applicable)	ea	
9	Electronic Employee Booklet (if applicable)	ea	
10	Quarterly Reports – progress reports on individual	ea	
11	Quarterly Reports – DOT Reports	ea	
12	FMCSA Clearinghouse Third Party Administration – New Hire Query	ea	
13	FMCSA Clearinghouse Third Party Administration – Annual Employee Queries	ea	
14	FMCSA Clearinghouse – Miscellaneous Third Party Administration and SAP Activities	ea	
15	**Discharge Summary – completed at the end of a program and/or the end of a contract term** -Via e-mail -Via phone call -Via video conferencing	ea	
16	Filing of DOT reports (if applicable)	ea	
17	MRO Consultation (if applicable)	ea	
18	DOT, PUC or Other Audit Support (as necessary)	ea	
19	Other Fees Not Specified Above (please list all and provide explanation)	ea	

EXHIBIT C - CITY OF COLORADO SPRINGS DRUG/ALCOHOL PROCEDURES MANUAL

AS PAGE FOLLOWS

Drug/Alcohol

Procedures Manual



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SECTION I

DISCLAIMER

The information provided in this Drug/Alcohol Procedures Manual supersedes all previous publications and postings. Modification, suspension, interpretation or cancellation of any provision to this policy shall be in accordance with City Code, subject to federal/state legislation and Department of Transportation (DOT) regulations.

STATEMENT OF PURPOSE

Because the most important asset of the City of Colorado Springs is its employees, the City is committed to the effort of providing a safe and drug/alcohol-free working environment. The City is further committed to protecting each employee's right of privacy. It is a joint commitment of both the City and its employees to strive for a drug/alcohol-free work environment. The purpose of the Drug/Alcohol Procedures Manual and other drug/alcohol-related City policies and procedures is to enhance the safety, health, and well-being of the City's employees and the people they serve.

It is the goal of the City of Colorado Springs that employees will take responsibility for their own behavior and voluntarily seek help through the City's Employee Assistance Program (EAP) or other professional programs to resolve problems. However, there may be times when management recommends or requires the EAP as part of a performance improvement plan, disciplinary action, or other recommended action to meet operational needs.

SCOPE

This Manual provides procedures for the City of Colorado Springs related to drugs and alcohol including drug/alcohol fitness for duty and Commercial Driver's License (CDL) drug/alcohol testing. The provisions of this Manual are intended to supplement the City of Colorado Springs Civilian and Sworn Policies and Procedures Manuals. The procedures included in this Manual meet DOT requirements in 49 CFR Part 40 (http://www.dot.gov/ost/dapc/NEW_DOCS/PART40.pdf) and49 CFR Part 382 (http://www.fmcsa.dot.gov/rules-regulations/administration/fmcsr/FmcsrGuideDetails.aspx?menukey=382) with subsequent amendments and revisions. In case of any conflict between the City's drug/alcohol procedures and current law or DOT regulations, the law or DOT regulations will prevail.

The DOT procedures used to test for the presence of alcohol and Controlled Substances, to protect the driver and integrity of the testing process, to safeguard the validity of the test results, and to ensure that those results are attributed to the correct driver, including post-accident information, will be carried out as required by 49 CFR Part 382.303(d).

Written Department Head approval is required for an employee to maintain a CDL when not required by his/her job and costs are to be incurred by the City for CDL physicals, training, random drug testing or administrative tracking. Fire Department apparatus driver positions are exempt from the CDL requirements of this policy by 49 CFR, Part 383.3(d)(2).

When staff are provided to the City under contract, it is the contractor's responsibility to provide workers who are free of drugs/alcohol. All contracts with temporary employment agencies will include provisions to help ensure a drug-free workforce. Contractors providing CDL-covered personnel will test to DOT regulations.

The provisions of this Manual are intended to supplement the City of Colorado Springs Civilian and Sworn Policies and Procedures Manuals. Any proposed changes to this Manual's provisions shall be accomplished in the same manner as changes to the Civilian Policies and Procedures Manual.

RESPONSIBILITIES

HUMAN RESOURCES MANAGER OR DESIGNEE

The Human Resources Manager or designee shall:

- Function as the Drug/Alcohol Procedures Manual administrator to provide for oversight, administration and evaluation of policy.
- Counsel on and review actions applied under this policy.
- Function as the Designated Employer Representative (DER) to receive communications and test results from service agents and to make required decisions in the testing and evaluation process.
- May serve as the second supervisor that can substantiate and concur for reasonable suspicion drug/alcohol testing.
- Schedule all drug/alcohol tests.
- Oversee the drug free workplace activities of the EAP.
- Serve as Chairperson of the Return-to-Duty Committee.
- Oversee employee Rehabilitation efforts and compliance with the Employment Agreement/Return-to-Duty Contract.

SUPERVISORS

The Supervisor shall:

- Observe the performance and behavior of their employees, document the observations of concern and take action that may be required by DOT regulations, this Manual or other City policies and procedures.
- Determine necessity of post-accident testing.
- Review the Drug/Alcohol Procedures Manual with new hire CDL drivers and with existing employees taking on CDL-Covered Functions.

EMPLOYEES

Employees shall:

- Comply with this policy.
- Respond in a timely manner to contacts by the Medical Review Officer (MRO) or DER to discuss drug/alcohol testing results.
- Sign an authorization form if referred to EAP for drug/alcohol assessment to authorize release of information such that EAP may report the assessment results to the employer. The employee is subject to termination should he/she refuse to sign such an authorization.

SECTION II

DRUG/ALCOHOL FITNESS FOR DUTY

DRUG/ALCOHOL AWARENESS

The Human Resources Department provides DOT-approved drug-free workplace training programs to inform employees and supervisors regarding substance abuse and addiction, the effects of drug/alcohol use upon the individual, the drug/alcohol testing process, and available resources for drug/alcohol counseling and Rehabilitation.

- All supervisory personnel shall be required to successfully complete supervisory drug/alcohol training.
- All employees shall be required to successfully complete drug/alcohol training for nonsupervisory employees.
- All CDL holders and their supervisors shall be required to complete drug/alcohol training in accordance with the City of Colorado Springs CDL Procedures Manual.
- The City, through the Employee Assistance Program, provides a means for employees and their dependents to obtain information and assistance with drug/alcohol-related problems.

DRUGS OR ALCOHOL IN THE WORKPLACE

- An employee is prohibited from the unlawful manufacture, distribution, dispensing, possession or use of a Controlled Substance in the workplace or on City property.
- Employees are prohibited from possessing or consuming alcohol while on duty.
- An employee who reports to work under the influence of or whose performance is Impaired through the use of alcohol or drugs is subject to corrective action in accordance with City policies and procedures, up to and including termination.
- An employee is permitted to use or possess Over-The-Counter drugs or Medically Prescribed Drugs in the workplace. Should an employee have reason to believe, or have been informed by his/her physician or pharmacist, that the use of such drugs may affect his/her ability to perform job duties, the employee shall notify his/her supervisor. The employee shall not be required to reveal to the supervisor any medical information relating to the use of such drugs. The supervisor shall assure that the confidentiality of any information and privacy of the employee as well as the safety of the employee and others are maintained. The intentional use of drugs for other than prescribed medicinal purposes or accepted Over-The-Counter use that Impairs an employee's ability to perform his/her duties will be considered a violation of policy.

- Use of "medical marijuana" by any employee is not allowed under this policy. Marijuana is a prohibited drug in Schedule I of the Controlled Substances Act and it remains a violation of City policy for any employee to use marijuana.
- Use of "medical marijuana" by CDL-covered employees is not allowed under DOT regulations as a valid medical explanation for an employee's positive drug test result.

ALCOHOL IMPAIRMENT

An employee shall not be allowed to drive a City vehicle or a personal vehicle for City business following a positive alcohol test at any level until the next regularly scheduled duty period or 24 hours after the test, whichever is greater.

The City shall not permit any employee to work who is found to have an alcohol concentration of greater than 0.02 but less than 0.04 until the next regularly scheduled duty period or 24 hours after the test, whichever is greater. With the exception of removal from safety-sensitive functions, a test result that is greater than 0.02 but less than 0.04 shall not be treated as a failed alcohol test. However, this does not prohibit the City from taking action that is consistent with existing law, City policies and procedures, and/or an Employment Agreement/Return-to-Duty Contract.

An employee with an alcohol concentration of .04 or greater shall be treated as having failed an alcohol test.

PRE-DUTY USE OF ALCOHOL

- Employees who are assigned to standby duty, as defined in City policies and procedures, shall not use alcohol while on standby duty and shall remain immediately available to respond for duty.
- Employees who are called out without prior notice (emergency callout) are required to inform their supervisor whenever they have been consuming alcohol during the 4 hours preceding duty or if the employee has reason to believe he/she is Impaired. The supervisor shall not use such employee for duty and shall instead call an alternate employee.
- Employees in CDL-covered positions are prohibited from using alcohol within 4 hours prior to performing Covered Functions, to include normal work schedule, scheduled overtime, call out from standby or call for emergency services. The City will not use any CDL employee who has used alcohol within 4 hours prior to performing CDL-Covered Functions.

DRIVING UNDER THE INCLUENCE/DRIVING WHILE ALCOHOL IMPAIRED (DUI/DWAI) AND LOSS OF DRIVER'S LICENSE

- Employees who operate a City vehicle or their personal vehicle as a part of their job duties are required to notify their supervisor the next working day if they receive a DUI or DWAI charge.
- An employee whose driver's license is suspended or revoked, and who operates a City vehicle or his/her personal vehicle as part of their job duties, is required to immediately notify their supervisor and shall not operate a licensed City vehicle or drive their personal vehicle for work purposes.
- Should an employee's driver's license be suspended or revoked as the result of an alcohol or Controlled Substance offense, and the City at that time elects not to terminate the employee, the City may refer the employee to the EAP for substance abuse assessment. Following the assessment, an appropriate course of action will be determined. The City is in no way obligated to retain the employee if they cannot perform their normal job duties.
- An employee who holds a CDL license and, as a result of a DUI/DWAI, has his/her license suspended for any length of time, will be subject to a Return-to-Duty Agreement if continued employment is warranted.
- Unless otherwise required by law, the City is in no way obligated to comply with or to accommodate any restrictions that may be placed on an employee's driving privileges by the state (e.g., ignition interlock device, probationary or "red" license).

DRUG/ALCOHOL VIOLATIONS

An employee must notify his/her supervisor/Division Manager or Council Appointee of any criminal drug or alcohol charge for a violation occurring in or outside of the workplace no later than 5 working days after such charge. An employee must report a DUI or DWAI charge to their supervisor the next working day if they operate a City vehicle or their personal vehicle as part of their job duties.

The employee is responsible for notifying the supervisor/Division Manager of the outcome of the charge no later than 5 working days after case resolution or a plea of guilty or no contest, whichever occurs first. The City reserves the right to take disciplinary action, up to and including termination, regardless of the outcome of the case. The City may take the additional following actions with respect to any employee who pleads guilty, pleads no contest, is convicted, or is in violation of law regardless of case resolution:

- Require such employee to complete an evaluation and successfully complete an approved drug/alcohol Rehabilitation program, and/or;
- Require the employee to sign an Employment Agreement/Return-to-Duty Contract as a condition of continued employment if continued employment is warranted.

SELF REPORT OF DRUG/ALCOHOL ABUSE

The City's goal is that employees will take responsibility for their own behavior and voluntarily seek help through the Employee Assistance Program or other professional programs to resolve drug or alcohol related problems.

A CDL-covered employee who self-admits to drug/alcohol abuse will be referred for assessment and Rehabilitation counseling provided:

- The employee does not self-identify in order to avoid drug/alcohol testing.
- The employee makes the admission of drug/alcohol abuse prior to performing safety-sensitive duties.
- Such employees will be removed from safety-sensitive duties until:
  - The employee has been evaluated by the SAP and;
  - The employee has been released by the SAP to return to safety-sensitive duties and;
  - The employee has signed a Return-to-Duty Contract and successfully passed return-to-duty testing.
- Such employees will be required to participate successfully in non-DOT follow-up testing for a period of two years.

SECTION III

TESTING APPLICABLE TO ALL EMPLOYEES

PRE-EMPLOYMENT DRUG TESTING

As permitted by law, employees, except for those classifications excluded by the Human Resources Director due to the very limited nature of their engagement, are required to successfully complete a pre-employment (post offer) drug test. The successful completion of an initial DOT drug test is required for employees engaging in CDL-Covered Functions.

NOTIFICATION AND SCHEDULING OF DRUG TEST

The Offer Letter shall contain a statement that an offer of employment will be contingent upon the successful completion of drug testing. The Department's Human Resources Contact (HRC) shall provide the applicant with the Pre-Employment Drug Test Authorization Form as soon as possible following acceptance of the offer. The applicant must provide the drug test specimen within 48 hours of the notification time stated in the authorization form.

RELEASE OF RESULTS

Negative test results shall be confidentially communicated to the Human Resources Department or the selecting authority or designee. Positive test results will only be communicated to the Human Resources Department. Human Resources shall not release the results of the pre-employment drug test to anyone other than the applicant and the selecting authority.

Because the job offer is contingent upon the successful completion of the pre-employment drug test, an applicant who fails testing shall be excluded from employment. The City does not allow an applicant to have a positive drug screen retested, unless it is a DOT test. A DOT retest will be done at the applicant's expense. An applicant may receive a copy of a positive pre-employment drug test result by written request or in-person visit of the collection site.

Unless otherwise prohibited by law, an applicant who is excluded from employment as a result of a failed drug test shall be informed that unless they successfully complete a professional Rehabilitation program, they are not eligible to reapply with the City of Colorado Springs for a period of 12 months.

All employees are subject to reasonable suspicion drug/alcohol testing. Reasonable suspicion testing is designed to provide management with a tool to identify drug or alcohol-affected employees who may pose a danger to themselves and others in the performance of their duties. When practical, the supervisor should enlist the help of a second supervisor in the substantiation and concurrence of the basis for reasonable suspicion testing.

The standard for reasonable suspicion testing does not require an overwhelming burden of proof. If the supervisor, with training in the identification of the signs and symptoms of drug or alcohol use, reasonably concludes that there are objective facts indicating drug/alcohol abuse, this is sufficient justification for testing. This conclusion may be reached through personal observation and/or information based on a report from another employee, supervisor or other reliable source. The supervisor must document his/her observations and/or information provided by other sources, e.g., what happened and under what circumstances. Hunches and "gut feelings" are not valid in making a reasonable suspicion determination.

In the end, the decision should pass the "reasonable prudent person" test. That test simply requires that a similarly trained and experienced supervisor, being reasonable and prudent, having observed and noted the same facts, signs, and circumstances would come to the same conclusion. A final practical check is whether the supervisor would have been less responsible in not taking action than in requiring the employee to submit to testing.

The totality of the circumstances will be evaluated in making a determination of reasonable suspicion. Factors that may be considered include, but are not limited to, the following:

- Pattern of unsatisfactory job performance or work habits, for which no apparent non Impairment-related reason exists, or a change in an employee's prior patterns of work performance, especially where there is evidence of drug/alcohol-related behavior on or off the work site.
- Physical signs and symptoms consistent with substance abuse.
- Evidence of illegal substance use, possession, sale, or delivery while on duty, and/or possession of drug paraphernalia.
- Occurrence of a serious or potentially serious accident that may have been caused by human error, or flagrant violations of established safety, security, or other operating procedures.
- Fighting (to mean physical contact) and assaults, or erratic, aggressive, or violent behavior.
- Past statements or admissions made by the employee.
- Possessing, selling, distributing, unlawfully manufacturing, or using alcoholic beverages or Controlled Substances, or in possession of drug paraphernalia while on duty or on City property.

- Slurred speech, altered motor skills, smells of alcohol, or similar signs/symptoms of drug or alcohol use.
- Documented job performance deterioration through declining productivity, excessive absenteeism/tardiness, unaccounted for or suspicious time lapse(s) of availability, arguments with customers/citizens and supervisors, aberrant behavior, sleeping on the job.
- Subject to criminal charges/convictions or findings resulting from an investigation of a tip/police report, etc.
- Other physical, circumstantial, or contemporaneous indications of Impairment.

PROCEDURE

During regular working hours, the decision for reasonable suspicion testing and notification of the testing laboratory should be coordinated with the Department Director/Division Manager, Human Resources and EAP. Outside of regular working hours, the Department Director/Division Manager shall approve the decision for reasonable suspicion testing with the Human Resources Manager receiving timely notification of the testing as soon as practical.

The employee shall be informed by his/her supervisor that there is reasonable suspicion for drug/alcohol testing. The supervisor shall escort the employee to the appropriate collection site for testing. An employee who has been scheduled for a reasonable suspicion drug/alcohol test shall be placed on administrative leave with pay until an assessment of the results has been completed.

- Refusal by an employee to submit to an approved drug/alcohol test based on reasonable suspicion shall be grounds for discharge.
- If drug paraphernalia or other drug related items are found on City property or in the possession of a City employee, the Colorado Springs Police Department should be notified immediately.

SECTION IV

TESTING APPLICABLE TO CDL-COVERED EMPLOYEES

RANDOM DRUG/ALCOHOL TESTING

CDL-covered employees are subject to random drug and alcohol testing under 49 CFR Part 382. Except in the case of federal/state legislation or under the terms of an Employment Agreement, non CDL-covered employees will not be subject to drug/alcohol testing on a random basis.

RANDOM POOLS

Covered employees remain in the random selection pools at all times, regardless of whether or not they have been previously selected for testing.

Once the list of unique selection numbers has been developed, it will be used for random selection without any correlation to actual employee names to avoid any suspicion of subjectivity.

Specimen collection will be conducted on different days of the week/month throughout the annual cycle to prevent employees from matching their drug use patterns to the schedule of the collection. The collection of specimens for testing will generally be performed monthly. The service agent shall select the covered employees to be tested. These tests will be unannounced and will be spread reasonably throughout the calendar year.

For all pools, whether drug or alcohol, the City will conduct the number of random tests necessary to meet the current DOT required percentage of all covered employees per calendar year.

PROCEDURE

- The process will be unannounced as well as random. Employees will be notified that they have been selected for testing only after they have reported for work on the day of collection.
- On any workday of each month, the service agent will use a computer software program for random number generation. Human Resources will then contact each department to notify the department's Drug Testing Coordinators which employees need to be tested.
- The appropriate supervisor or his/her designee will immediately transport the employee to the collection site. The employee will remain under observation by the supervisor until testing begins.
- Testing must be completed within the specified DOT testing period.

For alcohol, a driver shall only be tested while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions.

An employee with an alcohol concentration of .04 or greater shall be deemed to have failed the alcohol test. If an employee has an alcohol concentration greater than 0.02 but less than 0.04, the employee will not be allowed to perform safety-sensitive duties until the next regularly scheduled duty period or 24 hours after the test, whichever is greater. An employee shall not be allowed to drive a City vehicle or a personal vehicle for City business following a positive alcohol test at any level until the next regularly scheduled duty period or 24 hours after the test, whichever is greater.

POST ACCIDENT DRUG/ALCOHOL TESTING

CDL-covered employees are subject to post-accident drug/alcohol testing in accordance with 49 CFR Part 382.

A CDL-covered employee who contributed to an accident or who cannot be completely discounted as a contributing factor to an accident, must be administered a post-accident drug/alcohol test according to the conditions in the table below. The driver who is subjected to post-accident testing shall remain available for such testing for a period of 32 hours after the accident for drug testing and 8 hours after the accident for alcohol testing or may be deemed to have refused to submit to testing.

Exceptions to post-accident testing are:

- Incidents involving only boarding or alighting from a stationary motor vehicle.
- Incidents involving only the loading or unloading of cargo.
- In the course of the operation of a passenger car or multipurpose passenger vehicle unless the motor vehicle is transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded.

POST ACCIDENT TESTING REQUIREMENTS

Type of Accident Involved	Citation Issued to the Commercial Motor Vehicle Driver	Test Must be Performed
Human Fatality	Yes No	Yes Yes
Bodily injury with immediate medical treatment away from the scene	Yes No	Yes No
Disabling damage to any motor vehicle requiring tow away	Yes No	Yes No

PROCEDURE

- The requirement to test for alcohol and Controlled Substances following an accident should in no way delay necessary medical attention for injured people or prohibit a driver from leaving the scene of an accident to obtain assistance in responding to an accident or to obtain necessary emergency medical care. Drug/alcohol testing of employees who are undergoing medical procedures, hospitalized or deceased will be in accordance with 49 CFR Part 40.

- An employee subject to post-accident drug/alcohol testing may continue to perform safety-sensitive functions pending receipt of test results so long as no other restrictions apply (e.g., reasonable suspicion or law enforcement actions).

- The results of a drug/alcohol test conducted by federal, state or local officials having independent authority for the test shall be considered to meet the requirements for post accident testing provided that the results are released to the City.

- An employee who refuses to participate in post-accident drug/alcohol testing must be removed from safety sensitive functions.

DRUG TESTING

The supervisor, with approval of the Department Director/Division Manager, shall determine the need for a drug test as soon as possible after an accident, but no later than 32 hours after an accident. If an employee is to be tested, the Human Resources Manager shall be notified in a timely manner.

The City must take all reasonable steps to administer the test within 32 hours following the accident. If the test is not administered within the 32 hours, the supervisor shall cease attempts to administer the test and prepare and forward to Human Resources a record stating the reasons the test was not promptly administered.

ALCOHOL TESTING

The supervisor, with the approval of the Department Director/Division Manager, shall determine the need for an alcohol test as soon as possible after an accident, but no later than 8 hours after an accident. If an employee is to be tested, the Human Resources Manager shall be notified in a timely manner.

The City must take all reasonable steps to administer the test within 2 hours following the accident. If the test is not administered within the 2 hours, the supervisor shall prepare and forward to Human Resources a record stating the reasons the test was not promptly administered. If a test is required and is not administered within 8 hours following the accident, the supervisor shall cease attempts to administer an alcohol test and shall prepare and forward the record to Human Resources.

RETURN TO DUTY TESTING

Return-to-duty testing for CDL-covered employees will be at the direction of the SAP and must be completed prior to returning to duty requiring the performance of safety-sensitive functions.

FOLLOW UP TESTING

After a CDL-covered employee has successfully completed Rehabilitation requirements and passed a return-to-duty test, the SAP shall direct the employee to a reasonable number and frequency of unannounced drug and/or alcohol tests for a period not to exceed 60 months.

FAILED DRUG OR ALCOHOL TEST

Any of the following shall constitute a failed drug or alcohol test:

- A refusal to test.
- Failure to report for the test within the scheduled time; for a pre-employment drug test, failure to appear within 48 hours of written notification without approval of the Human Resources Department.
- Failure to remain at the testing site until the testing process is complete.
- Failure to provide a specimen for testing or failure to produce a specimen of adequate quantity for testing without adequate medical explanation.
- Alteration, adulteration or substitution of a specimen sample.
- Failure to cooperate with any part of the testing process; in the case of a directly observed drug specimen collection, failure to permit the observation or monitoring of the provision of a specimen.
- Alcohol concentration of greater than or equal to 0.04 grams of alcohol per 210 liters of breath shall constitute a failed alcohol test.
- The confirmed presence of a defined prohibited drug under 49 CFR Part 40 as follows shall constitute a failed drug test:

Test Analyte & Confirmatory Test Level (ng/ml)	
Marijuana metabolites	15
Cocaine metabolites	100
Phencyclidine	25
Amphetamines (amphetamine and methamphetamine)	250
Opiate metabolites (codeine, morphine)	2000
6-acetylmorphine	10
Methylenedioxymethamphetamine (methylenedioxyamphetamine, methylenedioxyehthylamphetamine)	250

SECTION VI

INTERVENTION FOR DRUG/ALCOHOL ABUSE

The City shall not allow an employee to work who fails a drug/alcohol test or voluntarily admits to prohibited drug/alcohol use. The employee shall be placed on administrative leave with or without pay until a decision has been made regarding employment status/discipline.

ACTION TAKEN

When any provision of the Drug/Alcohol Procedures Manual has been violated, the City, in its sole judgment, shall determine whether the employee is to be discharged, disciplined and/or that an attempt shall be made to rehabilitate the employee.

- If the employee is to be disciplined/discharged, the Department Director or Division Manager will proceed as set forth in City policies and procedures.
- If the decision is to allow Rehabilitation, the employee shall be referred to the EAP for assessment. The City shall review the assessment and Rehabilitation plan, and in its sole judgment, shall reevaluate its decision to attempt to rehabilitate the employee.
- A CDL-covered employee who self-admits to drug/alcohol abuse in accordance with 49 CFR 382.121 will be referred for assessment and Rehabilitation counseling.

EMPLOYMENT AGREEMENT/RETURN TO DUTY CONTRACT

If Rehabilitation is appropriate, an Employment Agreement/Return-to-Duty Contract shall be authorized on a case-by-case basis by the Human Resources Department Director. Each agreement will include, but is not limited to, the following:

- Background consisting of the reason for the agreement.
- Treatment plan consisting of the SAP recommendation. No one may change in any way the SAP's evaluation or recommendations for assistance.
- Conditions required by the City in order for the employee to maintain continued employment under the agreement. These will be at the sole discretion of the City and may include, but are not limited to:
    - Satisfactory job performance and behavior
    - Satisfactory work attendance
    - Remain drug and alcohol free
    - Comply with all court orders
    - Comply with all policies and procedures of the City and the department/division.
- Duration of the agreement, generally for a period of time not to exceed two years for non CDL-covered employees and five years for CDL-covered employees.
- Conditions with which the employee must comply.

- Statement that failure to comply with the terms of the agreement will result in discharge without any right of appeal otherwise available under City policies and procedures.
- Statement of agreement to be signed by the employee, with the opportunity to have the agreement reviewed by a personal attorney if desired.
- Signed by the Department Director or designee.

The Return-to-Duty Committee shall meet with the employee to discuss the terms and conditions for Rehabilitation and continued employment. Employees that decline to accept the Employment Agreement/Return-to-Duty Contract will be discharged in accordance with City policies and procedures. The Return-to-Duty Committee consists of the following individuals:

- Human Resources Manager (Chairperson)
- CDL Coordinator (for CDL-covered employees)
- SAP
- Department Director or designee of subject employee
- Supervisor/Manager of subject employee

Upon execution of the Employment Agreement/Return-to-Duty Contract, release by the SAP and a negative drug/alcohol return-to-duty test, the employee may return to work.

If an employee fails to satisfy the provisions of the Employment Agreement/Return-to-Duty Contract, then the employee shall be discharged.

INPATIENT/OUTPATIENT TREATMENT AND REHABILITATION

If it is determined by the SAP that the employee is not fit to return to duty until successful completion of inpatient/outpatient Rehabilitation, the employee may:

- Take accrued sick leave.
- Take accrued vacation leave or other accrued paid-time off.
- Take sick leave without pay if accrued sick and vacation leave have been exhausted.
- Request other leave that he/she is otherwise entitled to by law.

Leaves of absence for treatment and Rehabilitation shall follow provisions of the Family and Medical Leave Act and, if required by law, the Americans with Disabilities Act (ADA).

Employee participation in treatment and Rehabilitation activities during working hours shall follow sick leave policy. Time off from work, which qualifies, shall be charged to Family and Medical Leave.

RECORD KEEPING

All drug testing results and documentation will be securely locked and kept separate from the employee's personnel file. To the extent possible under law, the City shall maintain the confidentiality of all records associated with any drug/alcohol testing, including the documentation supporting a reasonable suspicion test, test results, and any subsequent Employment Agreement/Return-to-Duty Contract.

SECTION VII

FTA ADDENDUM

1. Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website http://transit-safety.fta.dot.gov/DrugAndAlcohol/.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655. This policy (FTA Addendum) is in supplement to the City's Drug/Alcohol Procedures Manual (the Manual) and sets forth guidelines and procedures applicable to "covered persons" as defined herein that are in addition to the general guidelines and obligations applicable to City employees which are set forth in the Manual.

Portions of this policy are not FTA-mandated, but reflect City of Colorado Springs's policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 29, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug stature for a violation occurring in the workplace shall notify the Designated Employer Representative in the Human Resources Department no later than five days after such conviction.

Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee and subject to this FTA Addendum if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

2. Prohibited Behavior

Use of illegal drugs is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in Part 40. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opiates
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

3. Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional.

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties for at least eight hours unless a retest results in the employee's alcohol concentration being less than 0.02.

Treatment/Discipline

Per City of Colorado Springs policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or violates any provision of the Drug/Alcohol Procedures Manual, the City, in its sole judgement, shall determine whether the employee is to be discharged, disciplined and/or that an attempt shall be made to rehabilitate the employee. For further information reference Section VI, "Action Taken" of the City's Drug/Alcohol Procedures Manual.

4. Circumstances for Testing

Pre-Employment Testing

Pre-employment alcohol tests are conducted after making a contingent offer of employment or transfer. All pre-employment alcohol tests will be conducted using the procedures set forth in 49 CFR Part 40.

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 consecutive calendars days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT pre-employment drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

Reasonable Suspicion Testing
All covered employees shall be subject to a drug and/or alcohol test when City of Colorado Springs has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

POST-ACCIDENT TESTING

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents
As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by City of Colorado Springs using the best information available at the time of the decision, will be tested.

Non-fatal Accidents
As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

(1) The accident results in injuries requiring immediate medical treatment away from the scene, and the covered employee may have contributed to the accident

(2) One or more vehicles incurs disabling damage and must be towed away from the scene, and the covered employee may have contributed to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by City of Colorado Springs using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

RANDOM TESTING

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at http://www.dot.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee will only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

RANDOM TESTING – END OF SHIFT

Random testing may occur anytime an employee is on duty so long as the employee is notified prior to the end of the shift. Employees who provide advance, verifiable notice of scheduled medical or child care commitments will be random drug tested no later than three hours before the end of their shift and random alcohol tested no later than 30 minutes before the end of their shift. Verifiable documentation of a previously scheduled medical or child care commitment, for the period immediately following an employee's shift, must be provided at least four hours before the end of the shift.

RETURN TO DUTY TESTING

Any employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a DOT drug and/or alcohol test must first be evaluated by a substance abuse professional (SAP), and provide a negative drug and/or alcohol test result. All tests will be conducted in accordance with 49 CFR Part 40, Subpart O.

FOLLOW-UP TESTING

Employees returning to safety-sensitive duty following leave for substance abuse rehabilitation will be required to undergo unannounced follow-up alcohol and/or drug testing for a period of one (1) to five (5) years, as directed by the SAP. The duration of testing will be extended to account for any subsequent leaves of absence, as necessary. The type (drug and/or alcohol), number, and frequency of such follow-up testing shall be directed by the SAP. All testing will be conducted in accordance with 49 CFR Part 40, Subpart O.

5. Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

DILUTE URINE SPECIMEN

If there is a negative dilute test result, City of Colorado Springs will accept the test result and there will be no retest, unless the creatinine concentration of a negative dilute specimen was greater than or equal to 2 mg/dL, but less than or equal to 5 mg/dL.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

SPLIT SPECIMEN TEST

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. City of Colorado Springs guarantees that the split specimen test will be conducted in a timely fashion.

6. Test Refusals

As a covered employee, you have refused to test if you:

(1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by City of Colorado Springs.
(2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
(3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
(4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
(5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
(6) Fail or decline to take a second test as directed by the collector or City of Colorado Springs for drug testing.
(7) Fail to undergo a medical evaluation as required by the MRO or City of Colorado Springs's Designated Employer Representative (DER).
(8) Fail to cooperate with any part of the testing process.
(9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
(10) Possess or wear a prosthetic or other device used to tamper with the collection process.

(11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
(12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
(13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and referred to a SAP.

7. Voluntary Self-Referral

Any employee who has a drug and/or alcohol abuse problem and has not been selected for reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the Designated Employer Representative (DER) in the Human Resources Department, who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.

8. Prescription Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to the supervisor or manager. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

9. Contact Person

For questions about City of Colorado Springs's anti-drug and alcohol misuse program, contact the Designated Employer Representative, Danielle Lack, in the Human Resources Department at dlack@springsgov.com or 719-385-5765.

APPENDIX A - DEFINITIONS

CDL-covered functions	Means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety sensitive functions shall include: • All times at an employer or shipper plant, terminal, facility or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer. • All times inspecting equipment as required by the Federal Motor Carrier Safety Regulations (FMCSRs), or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time. • All times spent at the driving controls of a commercial motor vehicle. • All times, other than driving time, spent on or in a commercial motor vehicle. • All times loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts of shipments loaded or unloaded. • All times repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
Controlled Substance	A controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation at 21 CFR 1308.11 – 1308.15.
Impairment	The diminished ability to perform the job duties and responsibilities as a result of drug/alcohol use. For the purpose of these policies, the presence of drugs/alcohol above the established cutoff levels shall constitute impairment and being under the influence.
Over-the-Counter Drugs	Nonprescription drugs that can be readily purchased from legitimate sources such as a pharmacy, grocery store, etc.
Medically Prescribed Drugs	Medically prescribed drugs are drugs that are obtained either directly from a doctor or from a pharmacist using a valid prescription. "Medical marijuana" is not a prescribed drug.
Rehabilitation	The employee's ability to complete a SAP-approved treatment program and be able to satisfactorily perform the job duties free from the use of drugs/alcohol.
SAP (Substance Abuse Professional)	A credentialed professional who evaluates employees who have violated the Drug/Alcohol policy and makes recommendations concerning education, treatment, follow up testing, and aftercare.

APPENDIX B - COLLECTION SITE AND DESIGNATED EMPLOYER REPRESENTATIVE IDENTIFICATION

The following sites provide the services of urine collection and breath alcohol testing in accordance with 49 CFR 40 Subpart C, D, E, J, K, L & M.

PRE-EMPLOYMENT TESTING AND DOT INITIAL TESTING

Monday – Friday **8:00 A.M. - 4:30 P.M.**	**City of Colorado Springs** **Occupational Health Clinic** 30 South Nevada Avenue, Suite 605 Colorado Springs, CO 80903 (719) 385-5965

DOT-TESTING

Monday – Friday **8:00 A.M. - 8:00 P.M.**	**Integrity Urgent Care** **North** **13445 Voyager Parkway** **(North Gate & Voyager)** **(719) 219-0333** **East** **4323 Integrity Center Point** **(Barnes & Powers)** **(719) 591-2558** **West** **1035 Garden of the Gods #120** **(at I-25)** **(719) 329-1000**
Monday – Friday **8:00 A.M. – 5:00 P.M.**	**Memoria Occupational Health Center** **Memorial OCC Health** **175 S. Union Blvd, Ste 315** **(719) 365-6840**
After Hours Testing	**Memorial Central** 1400 E. Boulder St. (between Union & Hancock) (719) 279-4231 (pager)

	Memorial North 4050 Briargate Pkwy (Powers & Briargate) (719) 279-4231 (pager)

DESIGNATED EMPLOYER REPRESENTATIVE IDENTIFICATION

General City	Fire	Police
Danielle Lack **Human Resources Manager** **30 S Nevada Avenue, Suite 702** **Colorado Springs, CO 80903** **(719) 385-5765** **dlack@springsgov.com**	**Angela Hines** **Human Resources Administrator** **375 Printers Parkway** **Colorado Springs, CO 80910** **(719) 385-7243** **ahines@springsgov.com**	**Heather Edwards** **Human Resources Administrator** **705 S Nevada Avenue** **Colorado Springs, CO 80903** **(719) 444-7442** **edwardhe@ci.colospgs.co.us**

EXHIBIT D - SERVICES CONTRACT – SAMPLE

AS PAGE FOLLOWS

SERVICES CONTRACT

Contract Number:		Project Name/Title	
Vendor/Contractor			
Contact Name:		Telephone:	
Email Address:			
Address:			
Federal Tax ID #		Please check one:	☐ Corporation ☐ Individual ☐ Partnership
City Contracting Specialist		City Dept Rep	Name & Phone# & Department Name
NOT TO EXCEED Contract Amount:		City Account #	Acct Code (5) Fund (3) Dept (4) Project (7)
Contract Type:		Period of Performance	

1. INTRODUCTION

THIS *TYPE* CONTRACT ("Contract") is made and entered into this ___ day of_____, 2022 by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and _____ (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

The City has heretofore prepared the necessary Contract Documents for the following Activity:

The Contractor did on the ___ day of _____, 2022 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

1. This Contract Document
2. Appendix A – Additional Terms and Conditions
3. Appendix B – Contractor's Proposal
4. Appendix C – Statement of Work
5. Appendix D – Project Schedule
6. Appendix E – Insurance Requirements

2. COMPENSATION/CONSIDERATION

THIS FIRM FIXED PRICE CONTRACT is established at firm fixed amount of $xxxxxxxx.

Subject to the terms and conditions of the Contract Documents, Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform XXXX services for the City of Colorado Springs in a good and workmanlike manner to the satisfaction of the City for the total contract amount designated above and in the Notice of Award, to be paid by the City to the Contractor.

3. TERM OF CONTRACT

It is further agreed that the Contractor will start work promptly and continue to work diligently until completed. The Contract Period of Performance shall be as follows:

Performance Period	Dates	Price
Base Year:		
Option Year One:		
Option Year Two:		
Option Year Three:		
Option Year Four:		

Option years may be exercised unilaterally by the City at the City's sole discretion. Pricing for option years shall be as indicated above. The City may elect not to exercise an option at any time before start of an option at no additional cost to the City. Further, the City shall have the unilateral option of extending services beyond the term of the Contract, including all options, for a period not to exceed a total of six (6) months if additional time is necessary to solicit and award a new Contract. Options to extend services shall be exercised upon written notification (mailed or otherwise furnished) to the Contractor at least fifteen (15) days prior to the expiration date of the Contract, or to extend Contract for up to four additional one year option periods at the City's sole discretion.

The total value of this Contract for all years shall not exceed $XXXXXXX. The value and current funding is $XXXXXXXX for the base year.

OR

Contractor will start work promptly after the Notice to Proceed and continue to work diligently until completed. The Contractor shall complete all work on an as ordered basis throughout the Contract period which is _____ Calendar Days after the Notice-to-Proceed ("Period of Performance") as per the specifications and drawings. The Contractor shall provide a two-year guarantee on all work performed under this Contract after the job has been completed and accepted.

4. INSURANCE

The Contractor shall provide and maintain acceptable Insurance Policy(s) consistent with the Minimum Insurance Requirements attached as Appendix E, which includes Property, Liability and Professional Errors and Omissions coverage, and as otherwise listed in Appendix E. The City of Colorado Springs shall be reflected as an additional insured on the Property and Liability policy(s).

Further, Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future City comprehensive, self, or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contract that will sufficiently protect Contractor, or

Contractor's agents, employees, servants or other personnel, in connection with the services which are to be provided by Contractor pursuant to this Contract, including protection from claims for bodily injury, death, property damage, and lost income. Contractor shall provide worker's compensation insurance coverage for Contractor and all Contractor personnel. Contractor shall file applicable insurance certificates with the City and shall also provide additional insurance as indicated in this Contract. ***A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF SERVICES LISTING THE CITY AS ADDITIONALLY INSURED.***

5. RESPONSIBILITY OF THE CONTRACTOR

A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Scope of Work services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in services provided under this Contract to the satisfaction of the City.

B. The City's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.

C. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.

D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

6. WORK OVERSIGHT

A. The extent and character of the work to be done by the Contractor shall be subject to the general approval of the City’s delegated Project Manager.

B. If any of the work or services being performed does not conform with Contract requirements, the City may require the Contractor to perform the work or services again in conformity with Contract requirements, at no increase in Contract amount. When defects in work or services cannot be corrected by re-performance, the City may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce the Contract price to reflect the reduced value of the work or services performed.

C. If the Contractor fails to promptly perform the defective work or services again or to take the necessary action to ensure future performance is in conformity with Contract requirements, the City may (1) by Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such work or service or (2) terminate the Contract for breach of contract.

7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

A. Any subcontractor, outside associates, or other contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by

the City. The Contractor shall obtain the City's Project Manager's written consent before making any substitution of these subcontractors, associates, or other contractors.

B. The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of the Contract Documents, to be incorporated into all subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall provide clearly that there is no privity of contract between the City and the Contractor's subcontractors, outside associates, and other contractors.

8. KEY PERSONNEL

The key personnel listed in the proposal and/or below will be the individuals used in the performance of the work. If any of the listed key personnel leave employment or are otherwise not utilized in the performance of the work, approval to substitute must be obtained by the Contractor from the City's Project Manager. Any substitute shall have the same or a higher standard of qualifications that the key personnel possessed at the time of Contract award.

9. START AND CONTINUANCE OF WORK

It is further agreed that the Contractor will start work promptly and continue to work diligently until this Contract is completed.

10. APPROPRIATION OF FUNDS

This Contract is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Contract, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Contract.

11. CHANGES

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-

granting provision of this Contract. The Contractor and the City further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any change which increases or decreases the Contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor is given a written change order describing the change in Contract completion date or the additional compensable work to be performed, and setting forth the amount of compensation to be paid, and such change order is signed by the authorized City representative, as defined below. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

No change, amendment, or modification to this Contract shall be valid unless duly approved and issued in writing by the City of Colorado Springs Procurement Services Division. The City shall not be liable for any costs incurred by the Contractor resulting from work performed for changes not issued in writing by the City of Colorado Springs Procurement Services Division.

The following personnel are authorized to sign changes, amendments, or modifications to this Contract.

The Department Manager: up to $149,999.99
The City of Colorado Springs Deputy Chief of Staff: $150,000.00 to $499,999.99
The City of Colorado Springs Chief of Staff: $500,000.00 to $1,999,999.99
The Mayor of Colorado Springs: Unlimited

12. ASSIGNMENT

No assignment or transfer by the Contractor of this Contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the prior written approval of the City and the surety has been given due notice of such assignment. Such written approval by the City shall not relieve the Contractor of the obligations under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be included in the assignment:

It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

13. CHOICE OF LAW

This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado home rule city. Court venue and jurisdiction shall be exclusively in the Colorado District Court for El Paso County, Colorado. The Parties agree that the place of performance for this Contract is deemed to be in the City of Colorado Springs, El Paso County,

State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

14. WORKERS' COMPENSATION INSURANCE

Contractor shall take out and maintain during the Period of Performance, Colorado Worker's Compensation Insurance for the Contractor and all employees of the Contractor. If any service is sublet by the Contractor, the Contractor shall require the subcontractor to provide the same coverage for the subcontractor and subcontractor's employees. Workers' Compensation Insurance shall include occupational disease provisions covering any obligations of the Contractor in accord with the provisions of the Workers' Compensation Act of Colorado.

15. INDEMNIFICATION

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract caused by any willful or negligent error, omission or act or a failure to observe any applicable standard of care by the Contractor or any person employed by it or anyone for whose acts the Contractor is legally liable. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Contractor agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the City. The indemnification obligation shall survive the expiration or termination of this Contract

16. INDEPENDENT CONTRACTOR

In the performance of the Contractor's obligations under this Contract, it is understood, acknowledged and agreed between the parties that the Contractor is at all times acting and performing as an independent contractor, and the City shall neither have nor exercise any control or direction over the manner and means by which the Contractor performs the Contractor's obligations under this Contract, except as otherwise stated within the Contract terms. The City shall not provide any direction to the Contractor on the work necessary to complete the project. Contractor understands that it is an independent contractor responsible for knowing how to perform all work or tasks necessary to complete project. The Contractor understands and agrees that the Contractor and the Contractor's employees, agents, servants, or other personnel are not City employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or any of the Contractor's employees, agents, servants or other personnel performing services or work under this Contract, whether it is of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither the Contractor nor the Contractor's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

17. APPLICABLE LAW AND LICENSES

In the conduct of the services or work contemplated in this Contract, the Contractor shall ensure that the Contractor and all subcontractors comply with all applicable state, federal and City and local law, rules and regulations, technical standards or specifications. The Contractor shall qualify for and obtain any required licenses prior to commencement of work.

18. PRIOR AGREEMENTS

This is a completely integrated Contract and contains the entire agreement between the parties. Any prior written or oral agreements or representations regarding this Contract shall be of no effect and shall not be binding on the City. This Contract may only be amended in writing, and executed by duly authorized representatives of the parties hereto.

19. INTELLECTUAL PROPERTY

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and possesses any and all ownership rights and interests to any work products of the Contractor made under this Contract, including any and all copyright, trademark, or patent rights, and that compensation to the Contractor for Agreement and acknowledgment of this intellectual property right section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of the parties that the City shall have full ownership and control of the Contractor's work products produced pursuant to this Contract, and the Contractor specifically waives and assigns to the City all rights which Contractor may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this intellectual property rights provision shall act as an irrevocable assignment to the City by the Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items writings, designs, models, examples, or other work product in any and all countries. It is the Contractor's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Contractor agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by the Contractor; further, the parties expressly agree that the provisions of this intellectual property rights section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

20. WAIVERS

No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Contractor shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Contractor.

21. THIRD PARTIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person or entity on such Contract. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Contract, receiving services or benefits under this Contract shall be deemed to be incidental beneficiaries only.

22. TERMINATION

A. Termination for Convenience.
By signing this Contract, Contractor represents that it is a sophisticated business and enters into the Contract voluntarily, has calculated all business risks associated with this Contract, and understands and assumes all risks of being terminated for convenience, whether such risks are known or not known. Contractor agrees that the City may terminate this Contract at any time for convenience of the City, upon written notice to the Contractor. Contractor expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Contractor begins any work or portion of the work. Contractor further expressly agrees and assumes the risks that the City shall not be liable for any unperformed work, anticipated profits, overhead, mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature, if Contractor has started or performed portions of the Contract prior to receiving notice from the City. The City shall be liable only for the portions of work Contractor actually satisfactorily completed up to the point of the issuance of the Notice of Termination for convenience. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

B. Termination for Cause: The occurrence of any one or more of the following events (“Event of Default”) will justify termination for cause:
   i. Contractor’s failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.
   ii. Contractor’s disregard of the laws or regulations of any public body having jurisdiction.
   iii. Contractor’s disregard of the authority of Project Manager.
   iv. Contractor’s violation in any material provision of the Contract Documents.

v. Contractor's failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.
vi. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) Calendar Days after it is filed.
vii. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.
viii. Contractor fails to commence correction of defective work or fails to correct defective work within a reasonable period of time after written notice.

If one or more of the events identified in Paragraphs i-viii above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will provide Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the Event of Default. If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) days after the date of the written notice or such plan is unacceptable to the City, the City may, give Contractor (and the Surety, if any) written notice that Contractor's services are being terminated for cause. Upon delivery of the termination notice, City may terminate the services of Contractor in whole or in part, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, equipment, and machinery at the project site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to obtain the lowest price for the work performed. Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

Where Contractor's services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor or Surety then existing or which may thereafter

accrue. Any retention or payment of moneys due Contractor by City will not release Contractor from liability.

C. Termination Notice. Upon receipt of a termination notice, whether for convenience or cause, the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

D. Removal of Equipment. Except as provided above, in the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

23. BOOKS OF ACCOUNT AND AUDITING

The Contractor shall make available to the City if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The City's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract which are routinely prepared, collected or compiled by the Contractor during the performance of this Contract.

The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all documentation available for examination at the Auditor's request at either the Auditor's or Contractor's offices, and without expense to the City.

24. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor certifies that Contractor has complied with the United States Immigration Reform and Control Act of 1986. All persons employed by Contractor for performance of this Contract have completed and signed Form I-9 verifying their identities and authorization for employment.

25. LABOR

The Contractor shall employ only competent and skilled workmen and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees. The Project Manager shall have the authority to order the removal from the work of any person, including Contractor's or any subcontractor's employees, who refuses or neglects to observe any of the provisions of these Plans or Specifications, or who is incompetent, abusive, threatening, or disorderly in conduct and any such person shall not again be employed on the Project.

In no event shall the City be responsible for overtime pay.

26. GRATUITIES

A. This Contract may be terminated if the Mayor, the Mayor's designee, and/or the Procurement Services Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or Contractor for the purpose of influencing any decision to grant a City contract or to obtain favorable treatment under any City contract.

B. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.

C. Contract termination under this provision shall constitute a breach of contract by the Contractor, and the Contractor shall be liable to the City for all costs of reletting the contract or completion of the project. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

27. NON-DISCRIMINATION

A. In accord with section 24-34-402, C.R.S., Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 as amended, all applicable federal and state laws, the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

28. TECHNOLOGY ACCESSIBILITY

Contractor hereby certifies and guarantees that the products and services, including but not limited to any software-as-a-service or online platform, being purchased by City are compliant with: (i) the accessibility standards established by the chief information officer of the State of Colorado in accord with Section 24-85-103, C.R.S., as may be amended, including Web Content Accessibility Guidelines ("WCAG") 2.1 "Level A" and "Level AA," or other applicable accessibility standards required by the State of Colorado pertaining to those with disabilities, and (ii) any federally adopted law or regulation pertaining to technology accessibility for those with disabilities, including but not limited to the final rule published by the Department of Justice in the Federal Register on April 24, 2024, updating regulations for Title II of the Americans with Disabilities Act (ADA), "Nondiscrimination on the Basis of Disability; Accessibility of Web Information and Services of State and Local Government Entities," 28 CFR Part 35, [CRT Docket No. 144; AG Order No. 5919-2024], RIN 1190-AA79, as such laws may be amended (together the

"Accessibility Laws"). Contractor shall provide the City with a completed Voluntary Product Accessibility Template ("VPAT"), WCAG Edition, attached hereto as Exhibit __ and incorporated herein, that demonstrates compliance with applicable WCAG standards and the Accessibility Laws. Contractor shall immediately, or within the timeframe designated by City, resolve and remediate all accessibility issues discovered in Contractor's products and services. All of Contractor's ongoing maintenance, updates, upgrades, fixes, and other changes to the products or services shall conform to these requirements and comply with the Accessibility Laws. During all periods where Contractor's products and services do not conform to the Accessibility Laws or otherwise have accessibility issues, Contractor shall provide all reasonable accommodations for users of the products and services as directed by the City and at no additional charge.

Failure to comply with the Accessibility Laws and accessibility standards or to provide the necessary documentation may result in the City, in its sole discretion, terminating the Agreement, Statement of Work, Order Form, or other agreement for material breach, without Contractor recourse. In the event of such termination by City, Contractor shall refund all amounts paid to Contractor under the Agreement or other terminated document. Contractor shall indemnify, defend, and hold harmless City and its representatives for any failure, or allegation of failure, of the products or services to conform with the applicable accessibility standards and Accessibility Laws, including but not limited to any civil claim or suit filed by a person with a disability pursuant to Section 24-34-802, C.R.S., as may be amended.

29. ORDER OF PRECEDENCE

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

A. This Contract document with its terms and conditions
B. The Statement of Work
C. Other Appendices, Attachments, Exhibits, or Schedules

30. HEADINGS

The section headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

31. DISPUTES

A. All administrative and contractual disputes arising from or related to this Contract shall be addressed in the following manner:
   i. If either Party disputes or disagrees with a Contract term or the other Party's interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
   ii. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.

iii. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.

iv. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.

v. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.

vi. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The City of Colorado Springs and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

32. DELIVERY

The City may cancel this Contract or any portion thereof if delivery is not made when and as specified, time being of the essence in this Contract. Contractor shall pay the City for any loss or damage sustained by the City because of failure to perform in accordance with this Contract.

33. PAYMENTS

All invoices shall be sent to the Project Manager identified in this Contract.

The City will pay the Contractor, upon submission of proper invoices, the prices stipulated in the Contract for services rendered and accepted, less any deductions provided in this Contract within 30 days (Net 30). The City will not pay late fees or interest. Any discount payment terms offered on the invoice may be taken by the City.

Each invoice must contain at least the following information:

Contract number, issued purchase order number, invoice number, invoice date, timeframe covered by invoice, type and amount of labor and materials used for that time period, dollar amount in unit price, extended price, and total value of invoice.

If T&M

The City will make payments for services on a monthly basis for services performed during the previous month in accordance with this Contract. All labor Invoices shall include labor categories, rates, hours worked, and total amounts per category. All labor categories and rates charged must be included in this Contract. No other categories or rates will be allowed or payable. All labor invoices are subject to City approval.

Materials will be payable on a reimbursable basis with no additional profit, fee, overhead, handling, or General and Administrative (G&A) costs. All costs for materials shall be approved by the City Contracts Specialist before the costs are incurred and payable.

The City will pay the Contractor, upon submission of proper invoices, the prices stipulated in the Contract for services rendered and accepted, less any deductions provided in this Contract within 30 days (Net 30). The City will not pay late fees or interest. Any discount payment terms offered on the invoice may be taken by the City.

34. INSPECTION OF SERVICES

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the services furnished under this Contract conform to Contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any City inspection and testing required in the Contract's specifications, except for specialized inspections or tests specified to be performed solely by the City.

A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during Contract performance and for as long afterwards as the Contract requires.

C. The City has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The City will perform inspections and tests in a manner that will not unduly delay the work.

D. If the City performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

35. SECURITY

The City maintains security requirements regarding access to City buildings and other City workplaces and worksites on City property. All Contractor personnel accessing City buildings, workplaces, or worksites, may be required to produce a valid, Government issued picture identification. Contractor personnel lacking such identification may not be allowed access to such sites. No costs incurred by the Contractor due to City security requirements shall be allowable or payable under this Contract.

36. TIME IS OF THE ESSENCE

In as much as the Contract concerns a needed or required service, the terms, conditions, and provisions of the Contract relating to the time of performance and completion of work are of the essence of this Contract. The Contractor shall begin work on the day specified and shall prosecute

the work diligently so as to assure completion of the work within the number of calendar days or date specified, or the date to which the time for completion may have been extended.

37. EMPLOYMENT OF LABOR

The Contractor shall comply with and defend and hold the City harmless from any violation of all laws and lawful rules and regulations, both of the State of Colorado and of the United States, relating to Workmen's Compensation, unemployment compensation, Social Security, payment for overtime, and all other expenses and conditions of employment under this Contract.

38. SALES TAX

The Contractor must have a tax-exemption certificate from the Colorado Department of Revenue for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable. The tax-exempt project number and the exemption certificate only applies to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. Such purchases and rentals are subject to full applicable taxation.

All contracts with subcontractors must include the City of Colorado Springs Sales and Use Tax on the work covered by the Contract, and other taxes as applicable.

Note: For all equipment, materials and supplies incorporated into the work purchased from vendors or suppliers not licensed to collect City Sales Tax (i.e. out of state suppliers, etc.), City Use Tax is due and payable to the City. The Contractor shall execute and deliver and shall cause the Contractor's subcontractors to execute and deliver to the City Sales Tax Office, the appropriate ST forms as designated by the City Sales Tax Office. These forms shall list all said equipment, materials and supplies and the corresponding use tax due, along with payment for said taxes. Any outstanding taxes due may be withheld from the final payment due the Contractor and may result in suspension of Contractor from bidding on City projects.

Forms and instructions can be downloaded at https://coloradosprings.gov/sales-tax. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or SalesTax@coloradosprings.gov.
Our Registration Numbers are as follows:
City of Colorado Springs
Federal I.D.: 84-6000573
Federal Excise: A-138557
State Sales Tax: 98-03479

The Contractor's payment or exemption of State of Colorado, El Paso County and City Sales and Use Taxes shall be as specified herein.

39. SEVERABILITY

If any terms, conditions, or provisions of this Contract shall be held unconstitutional, illegal, or void, such finding shall not affect any other terms, conditions, or provisions of this Contract.

40. LIABILITY OF CITY EMPLOYEES

All authorized representatives of the City are acting solely as agents and representatives of the City when carrying out and exercising the power or authority granted to them under the Contract. There shall not be any liability on them either personally or as employees of the City.

41. USE OF CITY NAME OR LOGO

Except as otherwise provided in this Contract, the Contractor shall not refer to this Contract or the City of Colorado Springs in any advertising or promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the City of Colorado Springs, its employees, or its Departments, or is considered by these entities to be superior to other products or services. Any use of the name or logo of the City of Colorado Springs in advertising or promotions must be approved in writing by the City of Colorado Springs Contracts Specialist assigned to the Contract prior to such use.

42. TRAVEL

If travel expenses are included as a line item in this Contract, all travel expenses incurred and billable by the Contractor are subject to City approval. Air travel shall be limited to the round trip "economy coach" fare. Travel from the Colorado Springs Airport is encouraged. Unless there are extenuating circumstances, the Contract should take advantage of lower airfares by purchasing tickets more than 14 days in advance of travel. In-state travel by air must be more economical than travel by private vehicle. Use of a private vehicle may be reimbursed per mile at the current rate published by the IRS annually. Short-term parking, long-term parking or cab fare associated with airport departure and arrival may be allowable expenses. Valet parking will not be allowed unless it is the least expensive or only option. Car rental rates may be reimbursed for car rentals no greater than the intermediate or standard classification. The City will not reimburse any other travel methods or expenses. The City will pay for lodging, meals, and miscellaneous expenses on a per diem basis only, in accordance with the current per diem rates published by the IRS annually. The City will not pay for Contractor expenses exceeding the per diem rates. Receipts for all reimbursable expenses must be provided with the Contractor’s invoice.

43. ELECTRONIC SIGNATURES

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence and (iii) enforceable in accordance with its terms.

44. APPENDICES

The following Appendices are made a part of this Agreement:

1. Appendix A – Additional Terms and Conditions
2. Appendix B – Contractor's Proposal,
3. Appendix C – Statement of Work.
4. Appendix D – Project Schedule
5. Appendix E – Insurance Requirements

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and the year first above written.

This Contract is executed in one (1) original copy.

THE CITY OF COLORADO SPRINGS, COLORADO:

SECOND PARTY: SAMPLE CONTRACT ONLY
Corporate Name
Signature Date
Title

EXHIBIT E - SOLICITATION QUALIFICATIONS DOCUMENT / REPS AND CERTS

AS PAGE FOLLOWS

SOLICITATION QUALIFICATIONS DOCUMENTS

Please complete all sections of this document including the Solicitation Certification, Representations and Certifications, Qualification Statement, Exceptions, Minimum Insurance Requirements, and Signature Page.

Please submit all completed documents with your bid/ proposal and sign the Minimum Insurance Requirements and Signature Page.

Solicitation:

Solicitation Number:

Firm Name: _____ Date: _____

Address: _____

_____

Federal Tax ID #: _____

Tax Classification:

☐ Sole Proprietorship ☐ Partnership ☐ C Corporation

☐ S Corporation ☐ LLC ☐ Nonprofit

DUNS Number: _____

OFFEROR REPRESENTATIVE

Offeror has appointed the following as the offeror's representative and contact for all questions or clarifications in regard to this offeror.

Name: _____

Telephone: _____

E-mail: _____

SOLICITATION CERTIFICATION

PLACE OF BUSINESS

Company's Principal Place of Business

Does Offeror Have an established office or facility in Colorado Springs? ☐ YES ☐ NO

If Yes, Indicate address below if different from principal place of business.

Year Facility Was Established

Percent of Work to be performed from principal place of business.

Percent of Work to be performed from Colorado Springs Facility

INSURANCE

Indicate your ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements Exhibit. (The certificate of insurance must reflect the City of Colorado Springs as an Additional Insured, as applicable.)

Initial Here

Indicate your Ability to Comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies

☐ YES ☐ NO

Your property and liability insurance company is licensed to do business in Colorado

☐ YES ☐ NO

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII

☐ YES ☐ NO

Worker's Compensation Insurance is carried for all employees and covers work done in Colorado.

☐ YES ☐ NO

Provide the name of your property and liability insurance company here:

FINANCIAL STATEMENTS

☐ Current Financial Statements are not required for this solicitation.

☐ Current Financial Statements are required for this solicitation. Please include financial statements as a separate document with your proposal.

☐
Initial Here

COMPLETED PROPOSAL

Provide the completed and signed proposal. (Proposals must be identified as specified in this RFP document). All required Exhibits are attached.

☐
Initial Here

ACKNOWLEDGE ADDENDUM

Offeror hereby acknowledges receipt of the following amendments, if applicable Offeror agrees that it is bound by all Amendments identified herein.

Addendum #1	*Initial Here*	Dated:
Addendum #2	*Initial Here*	Dated:
Addendum #3	*Initial Here*	Dated:
Additional Addendum, if issued	*Initial Here*	Dated:

REPRESENTATIONS AND CERTIFICATIONS

1. INSURANCE REQUIREMENTS

Offeror shall comply with all insurance requirements and will submit the Insurance Certificates prior to performance start date. If limits are different from the stated amounts, Offeror shall explain variance. Certain endorsements and "additionally insured" statements may require further clarification and specific statements on a project specific basis and should have been described in the Offeror's proposal.

Initial Here #1

2. ETHICS VIOLATIONS

a) The Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this clause in its own operations and direct business relationships.
b) Offeror certifies the Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations
c) When the Offeror has reasonable grounds to believe that a violation described in this clause may have occurred, the Offeror shall promptly report the possible violation to the City Contracts Specialist in writing.
d) The Offeror must disclose with the signing of this proposal, the name of any officer, director, or agent who is also an employee of the City and any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Offeror's firm or any of its branches.
e) In addition, the Offeror must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracts Specialist.
f) The Offeror shall not engage in providing gifts, meals or other amenities to City employees. The right of the Offeror to proceed may be terminated by written notice issued by City Contracts Specialist if Offeror offered or gave a gratuity to an officer, official, or employee of the City and intended by the gratuity to obtain a contract or favorable treatment under a contract.
g) The Offeror shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the Offeror will properly compensate the City.
h) The Offeror agrees to incorporate the substance of this clause (after substituting "Contractor" for "Offeror") in all subcontracts under this offer.

Initial Here #2

3. COOPERATION WITH OTHER CONTRACTORS

Other City activities/contracts may be in progress or start during the performance of this contract. The Offeror shall coordinate the work harmoniously with the other contractors or City personnel, if applicable.

☐
Initial Here #3

4. INTERNET USE

Should the Offeror require access to City Internet resources in the performance of this requirement, a “Contractor’s Internet Use Agreement” form must be separately signed by each individual having access to the City Network. The completed Contractor’s Internet Use Agreement will be maintained with this agreement. Inappropriate use of the City Network will be grounds for immediate termination of any awarded contact.

☐
Initial Here #4

5. LITIGATION

If awarded a contract, Offeror shall notify the City within five (5) calendar days after being served with a summons, complaint, or other pleading in any matter which has been filed in any federal or state court or administrative agency. The Offeror shall deliver copies of such document(s) to the City's Procurement Services Manager. The term "litigation" includes an assignment for the benefit of creditors, and filings of bankruptcy, reorganization and/or foreclosure.

☐
Initial Here #5

6. CONTRACTOR’S REGISTRATION INFORMATION

Offeror’s firm verifies and states that they are (check all that apply):

☐ Large Business (i.e. do not qualify as a small business or non-profit)

☐ Nonprofit

☐ Small Business

☐ Minority Owned Business/Small Disadvantaged Business

☐ Woman Owned Business

☐ Veteran Owned Business

☐ Service-Disabled Veteran Owned Business

☐ HUBZone Business

Note: The City accepts self-certification for these categories in accordance with Small Business Administration (SBA) standards. The SBA size standards are found on the SBA website https://www.sba.gov/content/am-i-small-business-concern.

☐

Initial Here #6

7. CONTRACTOR PERSONNEL

a) The Offeror shall appoint one of its key personnel as the "Authorized Representative" who shall have the power and authority to interface with the City and represent the Offeror in all administrative matters concerning this proposal and any awarded contract, including without limitation such administrative matters as correction of problems modifications, and reduction of costs.
b) The Authorized Representative shall be the person identified in the Offeror's proposal, unless the Offeror provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracts Specialist from the Authorized Representative shall be deemed to have been received from the Offeror.

Name: ☐

Telephone: ☐

E-mail: ☐

☐

Initial Here #7

8. OFFEROR'S CERTIFICATION

The undersigned hereby affirms that:
a) He/She is a duly authorized agent of the Offeror;
b) He/She has read and agrees to the City's standard terms and conditions attached.
c) The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or

compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.

d) The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its proposal.

e) By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.

I hereby certify that I am submitting the proposal based on my company's capabilities to provide quality products and/or services on time.

☐

Initial Here #8

9. OFFEROR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:

1. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals

   ☐ Are ☐ Are Not

   Presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

   ☐ Have ☐ Have Not

   Within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and

   ☐ Are ☐ Are Not

   presently indicated for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in any paragraphs above.

2. The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
3. The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the

City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace the awarded Contractor.

Initial Here #9

10. ACCEPTANCE OF CITY CONTRACTS SPECIALIST'S SOLE AUTHORITY FOR CHANGES

Unless otherwise specified in the Contract, the Offeror hereby agrees that any changes to the scope of work, subsequent to the original contract signing, shall be generated in writing and an approval signature shall be obtained from the City Contracts Specialist prior to additional work performance.

Initial Here #10

11. CITY CONTRACTOR SAFETY PROGRAM

The Offeror hereby agrees to adhere to a worker safety program for contractor employees on a City job site or location. By initialing below, the Offeror has reviewed the information and will abide by the City Policy which is available for review:

https://coloradosprings.gov/finance/page/procurement-regulations-and-documents

Initial Here #11

12. ACCEPTANCE OF CITY ENVIRONMENTALLY PREFERRED PURCHASING (EPP) POLICY

The City of Colorado Springs is committed to buying more environmentally preferable goods and services, as long as they meet performance needs, are available within a reasonable time and at a reasonable cost. The Offeror hereby acknowledges review of this policy by initialing below.

https://coloradosprings.gov/finance/page/procurement-regulations-and-documents

Initial Here #12

13. FRAUD, WASTE, AND ABUSE

Everyone has a duty to report any suspected unlawful act impacting the City of Colorado Springs operations and its enterprises. Anyone who becomes aware of the existence or apparent existence of fraud, waste, and abuse in City of Colorado Springs is encouraged to report such matters to the City Auditor's Office in writing or on the telephone hotline 385-2387 (ADTR). Written correspondence can be mailed to:

City Auditor

P.O. Box 2241

Colorado Springs CO 80901

Or via email FraudHotline@ColoradoSprings.gov. Any of these mechanisms allow for anonymous reporting. For more information, please go to the website https://coloradosprings.gov/cityfraud.

Initial Here #13

QUALIFICATION STATEMENT

This statement will provide information which will enable the City to evaluate the qualifications of your firm and staff with regard to the requirements of this solicitation. Please complete this form in its entirety. If a request in the Qualification Statement is contained in the proposal, indicate the section in the proposal where that information can be found.

1. **TYPE OF LICENSE(S) HELD**

2. **TYPE OF SERVICE TO BE PROVIDED FOR THIS SOLICITATION**

3. **NUMBER OF YEARS IN BUSINESS**

4. **FIRM HISTORY & STAFF QUALIFICATIONS**

   In your proposal 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.

5. **WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER**

   ☐ My Firm has not operated under any other names

6. **HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?**

   ☐ Yes ☐ No

   If Yes, Please Explain

7. **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?**

☐ Yes ☐ No

If Yes, Please Explain

8. **HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION?**

☐ Yes ☐ No

If Yes, Please Explain

9. **ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH ANY GOVERNMENT AGENCY?**

☐ Yes ☐ No

If Yes, Please Explain Type, Kind, Plaintiff, Defendant, etc. and state the current status:

10. **BANK REFERENCE**

Bank Name:	
Address:	
Contact:	
Phone #:	
E-mail:	

11. SIMILAR PROJECTS

List Three similar projects (local or state-wide) from the last five (5) years. Include the location of the project, size of project (contract amount), contract name and information. NOTE: Detailed information on these projects may also be requested in the solicitation package

☐ Indicate here if this information is provided within your proposal and Identify where in the proposal it is located.

1. Company:

   Location of Project:

   Contract Amount:

   Contract Period of Performance:

   Company Representative:

   Representative's Title:

   Representative's Address:

   Representative's Phone #:

   Representative's E-mail:

   Brief Description of service/goods provided and how your firm was successful carrying out the scope of work of the contract.

2. Company:

   Location of Project:

   Contract Amount:

   Contract Period of Performance:

   Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided and how your firm was successful carrying out the scope of work of the contract.

3. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided and how your firm was successful carrying out the scope of work of the contract.

12. SIMILAR PROJECTS CURRENTLY UNDER CONTRACT

list three projects currently under contract and in progress (local or state-wide) from the last five (5) years. Include the location of the project, size of project (contract amount), contract name and information. NOTE: Detailed information on these projects may also be requested in the solicitation package

☐ Indicate here if this information is provided within your proposal and Identify where in the proposal it is located.

1. Company:

   Location of Project:

   Contract Amount:

   Contract Period of Performance:

   Company Representative:

   Representative's Title:

   Representative's Address:

   Representative's Phone #:

   Representative's E-mail:

   Brief Description of service/goods provided.

2. Company:

   Location of Project:

   Contract Amount:

   Contract Period of Performance:

   Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided.

3. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided.

13. ADDITIONAL QUALIFICATION REQUIREMENTS

☐ There are no additional qualification requirements for this solicitation.

☐ There are additional qualification requirements as follows:

EXCEPTIONS

Please Indicate below if there are any exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on an additional document attached to this exhibit and returned with your proposal.

NOTE: All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Please indicate below:

☐ My Firm has no exceptions.

☐ My Firm does have exceptions. (Attach Exceptions to this exhibit)

MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City's solicitation package, Special Provisions or Standard Specifications.

1. Commercial General Liability for limits not less than $2,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include:
   a) Premises and Operations
   b) Personal/Advertising Injury
   c) Products/Completed Operations
   d) Liability assumed under an Insured Contract (including defense costs assumed under contact)

2. Workers' Compensation and Employers Liability as required by statute. Workers' Compensation and Employers Liability coverage is to be carried for a minimum limit of $1,000,000.

3. Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of $1,000,000 each accident combined single limit.

4. Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts with limits of not less than $2,000,000 per occurrence and in the aggregate.
   a) In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
   b) Policy shall contain a waiver of subrogation against the CITY.

Except for workers' compensation and employer's liability insurance and Professional Liability, the City of Colorado Springs must be named as an additional insured. Certificates of Insurance must be submitted before commencing the work and provide 30 days' notice prior to any cancellation, non-renewal, or material changes to policies required under the contract.

Name of Company

Signature

Date

SIGNATURE PAGE

By signing below, the Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or any Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

The undersigned additionally declares that it has carefully examined the Bid/Proposal information and the complete Solicitation prior to submitting a Bid / Proposal. The Offeror's signature will be considered the Offeror's acknowledgement of understanding and ability to comply with all items in the solicitation.

The undersigned acknowledges and understands the terms, conditions, Specifications and all Requirements contained and/or referenced and are legally authorized by the Offeror to make the above statements or representations.

Signature

Name (Printed)

Company Name

Title

Date