RFP No. 08-158

REQUEST FOR PROPOSALS

FOR

Historic Assessment and Master Plan:
Heller Property
(SHF Project #2008-02-021)

for the
University of Colorado
at
Colorado Springs

Pre-proposal Conference
A pre-proposal conference is scheduled for 9:00 a.m. Thursday, May 15, 2008
(See 1.1)

Proposals are due no later than
2:00pm
Thursday, May 29, 2008

Contacts:

Technical Issues
Perrin Cunningham
Director
Heller Center for Arts & Humanities
(719) 330-3463
E-mail: pcunning@uccs.edu

RFP Issues
Rhea Taylor
Executive Assistant
Facilities Services
(719) 262-3505
E-mail: rtaylor@uccs.edu
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*University of Colorado at Colorado Springs*

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SECTION I

1.0 PROPOSAL INFORMATION

Section I provides general information to potential Consultants on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements. This solicitation is the result of a grant from the State Historical Fund of the Colorado Historical Society. Through the request-for-proposal (RFP) and contract process the State Historical Fund (SHF) will be involved in all processes.

PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held at 9:00 A.M., Thursday, May 15, 2008 at the University of Colorado at Colorado Springs, Campus Services Building conference room, 1420 Austin Bluffs Parkway, Colorado Springs, CO 80933-7150.

1.2 SUBMISSION OF PROPOSAL

a. Sealed offers are to be submitted to:

Heller Property / SHF Proposal
c/o Rhea Taylor
University of Colorado at Colorado Springs
Facilities Services
1420 Austin Bluffs Parkway
Colorado Springs, CO 80933-7150

b. Date/Time: Proposals shall be received on or before 2:00 p.m., Thursday, May 29, 2008

1.3 NUMBER OF COPIES

Consultant shall submit one original and five (5) copies of the proposal documents. This will greatly facilitate the evaluation process. The proposal shall remain the property of the University of Colorado at Colorado Springs (UCCS). The original copy shall be unbound and clearly marked "Original."

1.4 PROPOSAL INFORMATION

A. All questions regarding proposal preparation, the selection process, specifications and interpretations of the terms and conditions of the RFP shall be submitted in writing no later than seven (7) working days after the mandatory pre-proposal conference. Responses will be posted on our web site (www.uccs.edu/facsrvs/construction.htm) within five (5) working days.

B. Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information.

1.5 CONFIDENTIAL OR PROPRIETARY INFORMATION

If a Consultant believes that parts of an offer are confidential, then the Consultant must so specify. The Consultant must stamp in bold letters the term CONFIDENTIAL on that part of the offer, which the Consultant believes to be confidential. The Consultant must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Consultant believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. UCCS will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the contract is awarded.

The successful offer may be considered public information even though parts are marked confidential.
1.6 AMENDMENTS
In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the Consultant to make an adequate interpretation of this RFP, an Amendment to the RFP will be provided or made available on the UCCS website (www.uccs.edu/facsrvs/construction.htm) to each potential Consultant. Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Consultants are required to acknowledge receipt of any Amendments issued to this RFP on the Cost Proposal form. Signed copies must be received on or before the time set for receipt of offers. (See 1.2 above). **Note:** Since potential Consultants may directly download the RFP from the UCCS web-site (www.uccs.edu/facsrvs/construction.htm) it is the responsibility of all potential Consultants to check the website for amendments.

1.7 WITHDRAWAL OR MODIFICATION OF OFFERS
Any Consultant may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer (see 1.2 above).

1.8 ACCEPTANCE
A. Any offer received shall be considered an offer, which, with the approval of the State Historical Fund (SHF), may be accepted by the University of Colorado at Colorado Springs (UCCS) based on initial submission without discussions or negotiations.

B. Acceptance time. By submitting an offer in response to this solicitation the Consultant agrees that any offer it submits may be accepted by UCCS at anytime within 90 days from the date of submission deadline (see 1.2 above.)

C. UCCS reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of UCCS. Failure of the Consultant to provide in its offer any information requested in the RFP may result in rejection for non-responsiveness.

1.9 PROPOSAL PREPARATION COST
The cost of proposal preparation is not a reimbursable cost. Proposal preparation costs shall be at the Consultant’s expense and are the Consultant’s total responsibility.

1.10 AWARD
UCCS, with the approval of the SHF, intends to make an award using the evaluation criteria and other factors as indicated in this RFP. See Section IV for Evaluation Elements.

1.11 CONTRACT ADMINISTRATION
UCCS Facilities Services Department shall be responsible for the administration of the contract and for compliance with the interpretation of scope, schedule, budget, and contract compliance.

1.12 SUBSTANTIVE PROPOSALS
The respondent shall certify (a) that his proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that he has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that he has not solicited or induced any other person, firm, or corporation from proposing; and (d) that he has not sought by collusion to obtain for himself any advantage over any other respondents or over UCCS.

1.13 GOVERNING LAW
The laws of the State of Colorado shall govern any contract executed between the successful Consultant and UCCS. Further, the place of performance and transaction of business shall be deemed to be in the County of El Paso, State of Colorado.
1.14 **INQUIRIES**  
A written response to any substantive inquiry will be provided in the form of an Addendum to the solicitation, and issued or made available to all interested parties through the UCCS website (www.uccs.edu/facsrvs/construction.htm). Questions about the RFP shall be directed as follows.

**For RFP submittal process questions:**  
Rhea Taylor  
Executive Assistant  
Department of Facilities Services  
University of Colorado at Colorado Springs  
1420 Austin Bluffs Parkway, CSB 211  
Colorado Springs, CO 80933-7150  
(719) 262-3505  
rtaylor@uccs.edu

**For technical questions:**  
Perrin Cunningham  
Director  
Heller Center for Arts & Humanities  
University of Colorado at Colorado Springs  
1420 Austin Bluffs Parkway, CoH 2037  
Colorado Springs, CO 80933-7150  
(719) 330-3463  
pcunning@uccs.edu

1.15 **EXCLUSIVITY**  
This contract shall not be considered exclusive or prohibiting UCCS from obtaining services from other Service Providers as deemed necessary by UCCS in order to ensure services on an as-needed basis.

1.16 **SCHEDULE OF EVENTS**  
The upcoming schedule of events is as follows:

- Advertise Requirement: May 1, 2008  
- Issue Request for Proposal: May 1, 2008  
- Pre-proposal Conference: May 15, 2008 (See 1.1)  
- Proposal Due Date: May 29, 2008 (See 1.2)  
- Short List Interviews (if applicable): June 5, 2008  
- Selection of Firm: June 6, 2008  
- Commence Full Service: June 16, 2008

1.17 **BILLING INFORMATION**  
An invoice shall be submitted in duplicate to Rhea Taylor, UCCS, 1420 Austin Bluffs Parkway, CSB 211, Colorado Springs, Colorado 80933 on the first of the month. All invoices shall be on the approved UCCS payment voucher. No late charges shall be assessed to or paid by UCCS. The SHF will review all invoices prior to payment by UCCS.
SECTION II

2.0 STATEMENT OF WORK

2.1 PROJECT PURPOSE

2.2.1 SCOPE OF WORK:

Note: All work will be conducted by a professional historic preservation contractor meeting the Secretary of the Interior’s Professional Qualifications Standards. Regular consultations between UCCS and SHF will take place throughout the project.

I. History and Research Tasks
   A. Preliminary Research
   B. Consultation with property owner
   C. Gather property information
   D. Photograph site
   E. Consultation with Nations, State and Local Register staff
   F. Additional research to provide historic context for nomination
   G. Prepare map per nomination requirements
   H. Prepare nomination form
   I. Attend Review Meeting

II. Assessment
   A. Historic Structure Assessment (HSA), per SHF guidelines
      1. Assess Site Features
         a. Prepare project base map from client provided survey
         b. Review available data and conduct additional research on site history
         c. Conduct site investigations
         d. Identify and assess extant historic site features, patterns and relationships
         e. Prepare existing condition plan and summary text of findings
      2. Identify and assess architectural components of structures
      3. Assess structural components
      4. Assess electrical components
      5. Assess mechanical and plumbing components
      6. Develop opinion of probable cost for HSA
   B. Complete Historic Structure Assessment report

III. Master Plan Development
   A. Review background data
      1. Site Survey and Historic Structure Assessment
   B. Develop and confirm site program
   C. Develop conceptual site plan alternatives that meet program needs and that preserve the structural integrity of the site, to include the following:
      1. Circulation, site access and parking, restoration of historic site features (trees, fields, etc.)
      2. Rehabilitation of extant site features, patterns and relationships, future uses, and stabilization
      3. Conceptual site plan alternatives for core building area
4. Illustrative graphics to explain conceptual site alternatives and preferred alternatives
D. Provide two conceptual master plan schemes based on the premise of rehabilitation of the structures
E. Presentation of alternatives
F. Choose appropriate Master Plan alternative
G. Develop Preferred Master Plan, which shall include the following:
   1. Preferred site plan alternative
   2. Preferred site plan alternatives for core building area
   3. Building concepts
   4. Utility/civil recommendations for selected Master Plan alternative
   5. Structural implications narrative for preferred Master Plan alternative
   6. Electrical implications narrative for preferred Master Plan alternative
   7. Mechanical implications narrative for preferred Master Plan alternative
   8. “Order of Magnitude” costs for Master Plan
H. Review all information
I. Complete Master Plan

2.3 REQUIRED STANDARDS
As specified by the Secretary of the Interior’s Professional Qualifications Standards and the SHF and as detailed in the Colorado Survey Manual.

2.4 PRODUCTS
The following products will be delivered by the Consultant to UCCS and the SHF. FOUR (4) ORIGINAL COPIES OF PRODUCTS (WITH THE EXCEPTION OF CULTURAL RESOURCE INVENTORY FORMS) MUST BE DELIVERED TO THE SHF.

   a) Photographic and digital records of structures in the area and assessment of their architectural and historical significance

   b) Map(s) meeting SHF standards that identifies survey boundaries, contributing and noncontributing structures, eligible areas.

   c) Final Survey Report and a Historic Context Report, beginning with 1925 (dates of historical significance to be determined by the historical survey and assessment).

   c) Digital database of the surveys and survey report, suitable for placement on the UCCS website for access by the public via the internet

2.5 REQUIRED STANDARDS AND PRODUCTS

   All survey projects must include the following required standards and required products, as specified by the State Historical Fund (SHF)

2.5.1 REQUIRED STANDARDS FOR SURVEY PROJECTS

   The following standards are required for all survey projects:

   1. The Contractor agrees that all survey work shall be completed to the standards provided by the SHF and detailed in the Colorado Survey Manual. Survey forms shall be provided by the SHF.
2. Black and white photographs submitted in archival plastic sleeves (to be provided by UCCS) shall be properly labeled in accordance with the Colorado Survey Manual.

3. Survey work shall also meet the Secretary of the Interior's Standards and Guidelines for Identification and Evaluation published September 29, 1983 in the Federal Register. Work not meeting the Secretary's Standards in the judgement of the SHF staff shall not be reimbursed.

4. Selection of Consultants: The SHF shall have the opportunity to participate in the selection of any consultants hired to conduct any portion of the above scope of work. The Consultant shall meet professional qualifications described in 36 CFR 61, "Procedures for Approved State and Local Government Historic Preservation Programs, April 13, 1984," or otherwise approved by the SHF. The Contractor shall submit to the SHF evidence of compliance with Federal competitive procurement requirements for professional services and subcontracts prior to reimbursement of costs. The Contractor shall have final decision rights as to selection of the professional consultant hereunder. Prior to the start of the project, the designated CLG representative shall discuss the scope of work and reporting requirements with the SHF staff.

UCCS’s agreement with the consultant shall contain the following provision:

"No member, officer, or employee of the CLG grant recipient, including advisory board, review board, or commission board members shall have any interest in the agreement or the process thereof, except that such persons may provide technical consultative, or oversight assistance in a voluntary capacity (i.e., unpaid, and the time not charged to the required matching share for the SHF grant."

2.5.2 REQUIRED PRODUCTS FOR SURVEY PROJECTS

The following are required products for all survey projects:

1. The Contractor shall prepare a draft and final survey report that follows the format outlined in the Colorado Survey Manual. Included in the final survey report shall be a map which clearly delineates the project boundaries. The map shall also identify individual areas that appear to meet the National Register criteria. The survey report shall also include a description of the areas surveyed with their state identification numbers and an evaluation of their significance.

2. The Contractor shall submit a USGS 7.5' quad map plus a University plat or planning map outlining the boundaries of the survey area with a key that identifies the boundaries of eligible areas, contributing and non-contributing structures. Each resource recorded during the project should be clearly identified on the map by appropriate site number.

3. The Contractor shall conduct a minimum of one public meeting to describe the results of the project. Minutes of the meeting shall be submitted to the SHF.

4. The Contractor shall submit all Inventory forms completed for the survey. These shall be typed with photographs placed in archival plastic sleeves and attached to the forms.

2.6 DELIVERABLES
The following are required as deliverables from the consultant. Five original copies of products must be delivered (with the exception of the cultural resource inventory forms, which requires only one original copy):

1. Photographic and digital records of structures and features of the property and structures, and assessment of their architectural and historical significance, according to SHF.
2. A map (or maps) that identifies survey boundaries, the eligible areas, identified historic resources surveyed and individually eligible structures and areas.
3. A Final Survey Report and Historic Context Report to include the 1925 +/- period (dates of historical significance to be determined by the survey and assessment).
4. A digital database of the surveys and survey report, suitable for placement on the University's website for access by the public.
5. Four Interim Status and Financial reports in a form acceptable to UCCS and the SHF that includes hours spent, fees, and expenses.
SECTION III

3.0 PROPOSAL CONTENT

3.1 PROPOSAL FORMAT

Your written proposal should include the information in the format outlined below and be limited to no more than 30 pages. UCCS recommends that you include concise, but complete information about your firm, emphasizing why you believe your firm to be uniquely qualified for this service. Firms may be required to make a formal, in person presentation to the selection committee.

3.2 ORGANIZATIONAL BACKGROUND AND OVERVIEW

Provide a brief history and overview of your company and its organizational structure to include the following listed concerns.

3.2.1 NAME, ADDRESS, TELEPHONE AND FAX NUMBERS OF THE FIRM.

3.2.2 TYPE OF ORGANIZATION (INDIVIDUAL, PARTNERSHIP, CORPORATION, OR OTHER).

3.3 STATEMENT OF QUALIFICATIONS

Submit a general description of your firm's background and experience, on a company-wide basis, with accounts similar to this project.

3.3.1 Discuss your firm's knowledge and experience in providing similar services.

3.3.2 Discuss your firm's ability to meet the professional qualifications described in 36 CFR 61, Procedures for Approved State and Local Government Historic Preservation Programs, April 13, 1984, or otherwise approved by the SHF.

3.3.3 Include any other information that you feel is appropriate to assist the Evaluation Committee in the selection process for the services required under this solicitation.

3.4 SERVICE APPROACH

Provide an overview with special emphasis on your understanding of this solicitation and how your company proposes to fulfill the needs of UCCS in accordance with SHF standards.

3.5 ABILITY TO FURNISH THE DESIRED STAFF AND RESOURCES

UCCS is interested in ascertaining that the successful Contractor has the necessary staff, resources and relevant experience required to undertake this contract.

3.5.1 Available staff

3.5.2 Similar experience of proposed staff

3.5.3 Ability to meet time schedule (See Exhibit "E") Project must be completed no later than Dec 30, 2008.

3.6 PROJECT MANAGEMENT

Quality of personnel is of critical importance in UCCS’s decision-making process for awarding this contract. In this section, please submit the following information;

3.6.1 Local Office Organizational Chart, if applicable.
3.6.2 Staff Resumes of the individuals that will be responsible for this contract

- Person to be in charge of this project for the Consultant (i.e. Project Manager).
- Other relevant staff that will be assigned to this contract if awarded to your firm.

PRICE PROPOSAL

**NOTE: WE MUST ADHERE TO THE BUDGET SUBMITTED TO THE SHF IN THE GRANT. WE CANNOT GO OVER. IT IS ESSENTIAL THAT CONSULTANTS UNDERSTAND THAT THE BUDGET IS ALREADY SET.**

The budget for this project is fixed by the SHF grant. Compliance is essential to UCCS. Consultants shall provide a complete cost proposal for all services and deliverables. Please delineate a system whereby UCCS will have the opportunity to review the necessity for any proposed price changes over the course of the contract. Additionally, you may wish to propose alternate approaches.

Prices and budgets are subject to approval by the SHF.

Price proposals shall include a detailed breakdown that includes hourly rates, estimated number of hours per task, travel, lodging, per diem, materials, office supplies and any other miscellaneous expenses. See and use Price Proposal Exhibit "A".

3.8 PAST PERFORMANCE

Provide the names and locations of at least three contracts that your organization has recently completed in the State of Colorado along with specific individuals whom we may contact for references. Use the form provided as 6.4, Exhibit "D".

3.8.1 Provide a list of similar contracts that your firm has been awarded in the past five (5) years that were also handled by the personnel that will be assigned to this contract.

3.9 DBE PARTICIPATION

UCCS encourages participation of small, disadvantaged and/or women-owned business enterprises in regard to this Request for Proposals. If your firm is awarded this project, and intends to use subcontractors/consultants, explain your firm's actions to solicit and use DBE firms.
SECTION IV

4.0 PROPOSAL EVALUATIONS

4.1 EVALUATION CRITERIA
This is a competitive procurement for providing all required services for Conducting an Historical & Architectural Survey, as specified in Section II, for the University of Colorado at Colorado Springs. The successful proposal will be the one that offers UCCS the best combination of quality of performance and effectiveness at addressing the scope of work. The Evaluation Committee will judge the merits of the proposals received and will, with the approval of the Society, develop a “short list” based on the following evaluation criteria. The evaluation committee will conduct interviews of firms placed on the short list. Initial Proposals will be evaluated on the following criteria (listed in order of priority):

- Qualifications of firm
- Ability to furnish the desired services
- Cost and Price,
- Past performance on similar contracts/projects & 36 CFR 61
- Service Approach
- Project Management
- Organizational Background
- Overall quality of submitted proposal.

UCCS and/or the SHF reserves the right to reject any and all proposals and to waive any formality in proposals received, to accept or reject any or all of the items in the proposal, and award contracts as is in the best interest of UCCS and the SHF.

4.2 SELECTION-COMMITTEE
A Selection Committee made up of members from different UCCS departments and the SHF will screen all submissions. Proposals will be ranked according to evaluation criteria, as outlined in the Request for Proposal. Through this process, the committee will determine which proposals are acceptable or unacceptable. UCCS will notify participating firms in writing if their proposal is deemed to be unacceptable. Those firms offering proposals deemed to be acceptable will be evaluated by the Selection Committee. The selection committee has determined that it will require oral presentations/interviews. The oral presentations/interviews will also be scored.

4.3 AWARD OF CONTRACT
It is the intent of UCCS, with the approval of the SHF, to award a contract to the firm that best demonstrates the ability to fulfill the requirements of the services defined in this Request for Proposal, and that are determined to be the most advantageous to UCCS and to the SHF. UCCS will select the most qualified firm, and a contract prepared by the University and approved by the SHF, will be negotiated with that firm.
SECTION V

5.0 CONTRACT TERMS AND CONDITIONS

5.1 INDEMNIFICATION
Consultant shall indemnify, defend and hold harmless UCCS, 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 operation of the Consultant under this Agreement.

5.2 ASSIGNMENT
Consultant shall not assign or otherwise transfer this Agreement or any right or obligation hereunder without the prior written consent of UCCS and agreed to by the SHF.

5.3 LAW
This Agreement is subject to and shall be interpreted under the law of the State of Colorado. Consultants shall insure that they are familiar with, and comply with, applicable Federal, State, and local laws and regulations as now written or hereafter amended.

5.4 INSURANCE COVERAGE

5.4.1 COMMERCIAL GENERAL LIABILITY

5.4.1.1 It is agreed and understood that the Consultant shall maintain in full force and effect adequate commercial general liability insurance and property damage insurance, as well as workers’ compensation and employer’s liability insurance pursuant to the State insurance requirements as defined below:

The Consultant shall obtain, and maintain at all times during the term of this Agreement, insurance in the following kinds and amounts.

.a Standard Workers’ Compensation and Employer Liability as required by State statute, including occupational disease, covering all employees at the work site.

.b General Liability (minimum coverage)
   .1 Combined single limit of $600,000 written on an occurrence basis.
   .2 Any aggregate limit will not be less than $1 million.
   .3 The Architect/Engineer must purchase additional insurance if claims reduce the annual aggregate below $600,000.

.c Automobile Liability (minimum coverage) in the amount of $600,000, combined single limit.

The University of Colorado at Colorado Springs shall be named as an additional insured on each commercial general liability policy.

The insurance shall include provisions preventing cancellation without 45 calendar days prior written notice, by certified mail to the Principal Representative.

Consultant shall be responsible for all claims, damages, losses or expenses, including attorney’s fees, arising out of or resulting from the performance of the Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of Consultant, or
associate thereof, or anyone directly or indirectly employed by Consultant. Consultant shall submit a Certificate of Insurance at the signing of this Agreement and also any notices of Renewal of said Policy as they occur.

5.5 TERMINATION

5.5.1 UCCS may, at its sole discretion, terminate any resultant contract upon ten (10) days prior written notice to the Provider if UCCS, in consultation with the SHF, determines that the Consultant’s performance is unsatisfactory, or that the Consultant has violated any of the terms or provisions of the Agreement/Contract; or in the event the Consultant becomes insolvent or is named as a Debtor in Bankruptcy.

5.5.2 UCCS expressly reserves the right to request correction of any breach of term or condition by the Consultant prior to exercising UCCS’s rights to terminate this Agreement. However, any request for correction shall not act to waive UCCS’s right to terminate this Agreement if UCCS’s terms of correction are not performed to the UCCS’s satisfaction.

5.5.3 If Consultant is prevented by Court Order, UCCS, or by order of a state of Colorado, or El Paso County governmental authority, from doing business for a period of three (3) months through no act, fault or neglect of the Consultant or Consultant’s employees or agents, then Consultant may, upon ten (10) days prior written notice to the University, terminate this Agreement.

5.5.4 Consultant, at Consultant’s sole expense, shall procure, post, and keep valid all permits or licenses necessary for performance of the contract.

5.6 INTEGRATION

Any resultant contract will be a completely integrated contract and contain the entire agreement between the parties. Prior written or oral agreements, if any, shall be deemed of no effect and shall not be binding upon either party, unless incorporated by reference into the resultant contract. That contract may not be amended except in writing signed by all parties to the contract.

5.7 EXCEPTIONS

If there are exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract, they must be clearly stated and included within your proposal. The University will not consider any exceptions proposed by the Consultant after proposals have been received. See Exhibit “C” (6.3) Exceptions Form included in Section VI Exhibits.
SECTION VI

6.0 EXHIBITS
6.1 Exhibit "A" Price Proposal
6.2 Exhibit "B" Sample Contract
6.3 Exhibit "C" Exceptions Document
6.4 Exhibit "D" References
6.5 EXHIBIT "E" Project Performance & Payment Schedule
6.1 EXHIBIT "A" PRICE PROPOSAL

CATEGORIES
1. Personnel
   A) Project Administration
      [Identify staff here]

2. Contractual
   A) Consultant Services
      Estimated Hours for total project: _______Hrs ($________per hour) $__________

3. Reimbursables
   A) Mileage
   B) Postage
   C) Copying
      Reimbursable Total $_____________

TOTAL PROPOSED COST ALL ITEMS $________________________

The Consultant shall not be reimbursed for any cost incurred outside of the contract terms.

Company:__________________________________________________
Address:___________________________________________________
City/State:_______________________Zip Code:___________________
Phone:__________________Fax:_______________________

(Signature) (Title) (Date)

Consultant hereby acknowledges receipt of the following amendments (Consultant agrees that it is bound by all amendments identified herein)

AMENDMENT #1:____________ DATED:________________
AMENDMENT #2:____________ DATED:________________

Return this form with your Proposal
6.2 **EXHIBIT A SAMPLE CONTRACT**

The Sample Contract follows:
6.3 EXHIBIT "C" EXCEPTIONS

EXCEPTIONS:
Print the words "no exceptions" if there are no 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 a separate sheet of paper attached to this sheet and returned with your proposal.

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

Company Name: __________________________________________
Company Address: _________________________________________
FIN#: _____________________________________________
PHONE: ____________________________________________
FAX: _____________________________________________
INTERNET ADDRESS: _____________________________
Authorized Signature: __________________ Date: ______________
Printed Name/Title: _________________________________________

Return this form with your Proposal
6.4 EXHIBIT "D" REFERENCES

Pursuant to evaluation criteria, Section IV, Item 4.1.4, provide a list of clients and at least three (3) references, specifically including any clients whom you believe may be similar in nature to the University of Colorado at Colorado Springs.

List of clients:
Include name of client, contact person, address, and phone number(s).

______________________________________________________________________________

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______________________________________________________________________________

References:

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

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Return this form with your Proposal.
6.5 **EXHIBIT "E" PERFORMANCE & PAYMENT SCHEDULE**

This sheet must be returned with the Proposal

<table>
<thead>
<tr>
<th>PRODUCTS</th>
<th>DATE DUE</th>
<th>SOCIETY RESPONSE</th>
<th>PAYMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultant Contract</td>
<td>6/10/08</td>
<td>Review and Comment</td>
<td></td>
</tr>
<tr>
<td>Contract Start</td>
<td>6/16/08</td>
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</tr>
<tr>
<td><strong>First Interim Status and Financial Report</strong></td>
<td></td>
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<tr>
<td>Photographic &amp; Digital Record</td>
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</tr>
<tr>
<td>Draft Report (Deliverable #1)</td>
<td>7/11/08</td>
<td>Review/Payment</td>
<td>#1 Consultant Billing/Payment</td>
</tr>
<tr>
<td><strong>Second Interim Status and Financial Report</strong></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Draft of Map (Deliverable #2)</td>
<td>8/1/08</td>
<td>Review/Payment</td>
<td>#2 Consultant Billing/Payment</td>
</tr>
<tr>
<td><strong>Third Interim Status and Financial Report</strong></td>
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<tr>
<td>Draft Survey Report (Deliverable #3)</td>
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<tr>
<td>Draft Context Report (Deliverable #3)</td>
<td>8/29/08</td>
<td>Review/Payment</td>
<td>#3 Consultant Billing/Payment</td>
</tr>
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<td><strong>Fourth Interim Status and Financial Report</strong></td>
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<td>Final Project Report</td>
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<tr>
<td>Final Survey Report</td>
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<tr>
<td>Final Context Report</td>
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<td>Digital database</td>
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<td>Public Meeting</td>
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<td>(4 original copies to State)</td>
<td>9/12/08</td>
<td>Review Minutes</td>
<td>#4 Consultant Billing/Payment</td>
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