



**Pueblo Depot Activity Development Authority – dba PuebloPlex
Pueblo Chemical Agent Destruction Pilot Plant (PCAPP) Reuse Assessment**

Recital

The Pueblo Depot Activity Development Authority (PDADA) dba PuebloPlex is a governmental authority created by the Colorado General Assembly under Colorado Revised Statutes (C.R.S.) § 29-23-101, et seq.; it is a body corporate and politic, and a political subdivision of the State of Colorado, and thus is an instrumentality of local government created by the State of Colorado, and a unit of local government as defined by 32 C.F.R. §33.3 for the purposes of funding this proposal through a Section 12.614 Grant.

The enabling legislation may be found at the following link: <http://PuebloPlex.com/>

Request for Proposals

PDADA is soliciting Requests for Proposal (RFP) for an evaluation of existing improvements and an assessment of the reuse potential of the Pueblo Chemical Agent Destruction Pilot Plant (PCAPP).

Scope of Work

Applicants shall be ready, willing and able to enter into an agreement with PDADA for the provision of the contemplated services, which contract may contain, but not be limited to, the following provisions:

Overview

The purpose of this Scope of Work (SOW) is to prepare the necessary documents to evaluate the Pueblo Chemical Agent Destruction Pilot Plant (PCAPP) and its reuse potential, and to identify industries that may suited to use this type of facility. This is an important step in a larger process and time is of the essence in completing the work. These documents (Tasks), minimally include:

- Task 1: Existing Improvements Evaluation
- Task 2: Reuse Assessment

These documents will inform PDADA of PCAPP remaining lifecycle, maintenance and holding costs, other costs, evaluation of all improvements and utility systems, and reuse potential.

Following is a more detailed description of each of the Tasks to be performed:

Task 1: Existing Improvements Evaluation

This study will include an evaluation of the remaining lifecycle for all existing structures, utilities and improvements; the evaluation and recommendation of all improvements to be demolished and/or removed, including identification of where existing utilities should be disconnected; the evaluation of the future maintenance costs of the remaining improvements; and the evaluation of existing utility capacities at PCAPP.

- The evaluation will include how many years are remaining in the lifecycle for all structures, parking lots, roadways, drainage facilities, utilities (water, sanitary sewer, storm sewer, electrical, natural gas, and communication/fiber optic) based on the current condition.
- The evaluation will identify all improvements that are beyond their service life, and maintenance and holding costs and required upgrades.
- The evaluation will include the future maintenance and holding costs for all structures, parking lots, roadways, drainage facilities, utilities (water, sanitary sewer, storm sewer, electrical, natural gas, and communication/fiber optic) based on the remaining lifecycle.
- The study will evaluate the existing utility capacity for all site utilities to determine if the existing capacity is adequate for future use, and what, if any additional capacity is available or necessary.

Deliverables:

- Consultant will provide status reports, drafts of work completed to date, and/or meet with PuebloPlex Program Manager regarding progress on a regular and consistent basis.
- Consultant will attend Stakeholder meetings and conduct site visits regarding the project.
- A description of the study process and methodology, data gathering techniques and findings and outcomes.
- An electronic copy of the final documents in an MS Office Suite compatible format, and .PDF format, and format compatible with PuebloPlex's existing GIS.
- Excel versions of all data evaluation and cost matrixes.
- A comprehensive written report that addresses the Scope of Work.
- Five (5) printed copies of the report with supporting graphics.

The following disclaimer statement will appear on the title page of the report:

"This study was prepared under contract with the PDADA with financial support from the Office of Local Defense Community Cooperation, and Department of Defense. The content reflects the views of the PDADA and does not necessarily reflect the views of the Office of Local Defense Community Cooperation."

Task 2: Reuse Assessment

This assessment will identify industries that have a high potential for reusing a facility like PCAPP and that are compatible and consistent with the PuebloPlex Redevelopment Plan. Using the information obtained in Task 1, this evaluation must consider the existing constraints and/or limitations of the existing facilities.

- Using the information obtained in Task 1, identify industries that the current facilities can support and/or identify any upgrades, expansions or improvements that can be implemented to support new or existing industries and compare versus a brownfield approach.
- Identify industries that can operate within the constraints of the existing utility systems and/or identify any required upgrades to the systems to support new or existing industries, including sanitary sewer facilities.
- Any new or existing industry must be palatable to surrounding communities and Authorities Having Jurisdiction (AHJ) and be consistent with the current PuebloPlex Zoning standards and Redevelopment Plan.

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Schedule

The following table represents a notional schedule for delivery of the project:

Draft Existing Improvements Evaluation	November 30, 2022
Draft Reuse Assessment	January 31, 2023
Final Existing Improvements Evaluation	January 31, 2023
Final Reuse Assessment	March 31, 2023

Period of Performance

The Period of Performance for this scope of services will be through June 30, 2023, with PDADA having the option to extend services annually.

Required Contract Provisions

1. **EQUAL EMPLOYMENT OPPORTUNITY**: In all hiring or employment made possible by, or resulting from this contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure the individual or firm's employees are treated without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.
2. **ASSIGNABILITY**: The individual or firm shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of PDADA.
3. **CONFLICT OF INTEREST**: In the interest of ensuring that efforts of the individual or firm do not conflict with interests of PDADA, and in recognition of the individual or firm's responsibility to PDADA, the individual or firm agrees to decline any offer of employment if his/her independent work on behalf of PDADA is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibly rests with the individual or firm. It is incumbent upon the individual or firm to notify PDADA and provide full disclosure of the possible effects of such employment on the individual or firm's independent work on behalf of PDADA. Final decision of any disputed offers of other employment for the individual or firm shall rest with PDADA Board of Directors.

4. INDEMNIFICATION: To the greatest extent permitted by law, the individual or firm shall (1) indemnify, defend, save and hold PDADA harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against PDADA for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the individual or firm, his/her agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Authority hereunder and (2) hold PDADA harmless from any and all claims and/or liens for labor, services, or materials furnished to the individual or firm in connection with the performance of its obligations under this agreement.

5. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE: The individual or firm herein expressly agrees and acknowledges that he/she is an independent contractor and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that PDADA shall not be liable to the individual or firm for any benefits or coverage as provided by the Worker's Compensation Law of the State of Colorado, and further, that anyone employed by the individual or firm shall not be considered an employee of PDADA for the purpose of Worker's Compensation coverage.

6. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE: The individual or firm herein expressly declares and acknowledges that he/she is an independent contractor, and as such it is expressly declared and understood between the parties hereto in connection with unemployment compensation only, that:
 - a. Individual or firm has been and will be free from any control or direction by PDADA over the performance of the services covered by this agreement; and
 - b. Services to be performed by the individual or firm are outside the normal course and scope of PDADA usual business; and
 - c. Individual or firm has been independently engaged in performing the services listed herein prior to the date of this agreement.

Consequently, neither the individual or firm nor anyone employed by the individual or firm shall be considered an employee of PDADA for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

7. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS: It is expressly agreed and understood between the parties entering into this services agreement that the individual or firm, acting as an independent agent, shall not receive any sick and annual leave benefits from PDADA.

8. JURISDICTION & CHOICE OF LAW: The individual or firm hereby consents and yields to the jurisdiction of the County Courts of the County of Pueblo and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the individual or firm. This agreement shall be construed and enforced according to the laws of the State of Colorado.

9. DURATION: This agreement shall commence on the Effective Date and shall continue through June 30, 2023. It is understood and acknowledged by the firm that the services described above are expected to be completed within this time period. Thereafter, this agreement may be renewed annually by the execution of a separate written agreement signed by the parties hereto.
10. APPROPRIATION AND/OR EXTENSION: This agreement shall be subject to the availability of appropriated funds within the annual budget of PDADA. If PDADA does not appropriate funds during the term hereof sufficient to pay the amounts due hereunder and the Authority has exhausted all funds legally available for payments due under this Agreement, PDADA may, by giving advance written notice, terminate this Agreement without further liability. In any event, PDADA agrees to track expenditures for professional services under the annual budget for each entity and notify the individual or firm as soon as an event of insufficient appropriation is discovered. Upon receiving such notice, the individual or firm shall be entitled to cease performance hereunder at such time as he/she is directed to do so by PDADA, and the individual or firm shall be fully compensated for all work performed hereunder prior to that direction.
11. SOLICITATION: The individual or firm has not employed or retained any company or person, other than a bona fide employee working solely for he/she, to solicit or secure the subject contract. The individual or firm has not paid or agreed to pay any person, other than a bona fide employee working for individual or firm, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.
12. CANCELLATION: Either party hereto may terminate this agreement, at any time and for any reason, by giving thirty (30) days prior written notice to the other party. Unless sooner terminated as provided herein, this agreement shall terminate at the end of the contract period set forth above.
13. AUDIT OR OTHER OVERSIGHT: PDADA and/or its designated representatives shall have the right to audit, inspect, and review all books and records (in whatever form they may be kept whether written, electronic or other) relating or pertaining to this contract or agreement (including any and all documents and other materials, in whatever form they may be kept which support or underlie those books and records), kept by or under the control of the individual or firm, including, but not limited to those kept by the individual or firm, its employees, agents, assigns, successors, and subcontractors.

The individual or firm shall maintain such books and records together with such supporting or underlying documents and materials for the duration of this contract or agreement and for at least 5 years following the completion of this contract or agreement, including any and all renewals thereof. The books and records, together with the supporting documents and materials shall be made available, upon request to PDADA, its employees, agents' representatives, contractors, or other designees, during normal business hours at the individual

or firm office or place of business. In the event no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location which is convenient for PDADA.

Background

Pueblo Chemical Depot (PCD) - Pueblo, Colorado (Exhibit 1, PuebloPlex Vicinity Map)

PCD is located 14 miles east of Pueblo, Colorado. Constructed during World War II, the PCD facility was built to serve as an ammunition and material storage and shipping center. As such, it has an extensive short-line rail and roadway network, which was used to transport ordnance and missile components to large warehouses for shipment to other bases, forward operating locations or battlefronts at times of conflict.

During the late 1950s, PCD became a major Army missile repair and maintenance facility, with peak employment of 7,791 people on payroll – equivalent to two out of five workers in Pueblo (approximately 53,000 inhabitants) as of that date, April 3, 1953. The facility operated at nearly full capacity during the Vietnam era.

In 1988, the Defense Secretary's Report on Base Realignment and Closure (BRAC) recommended the realignment and/or closure of more than 100 Army installations, with the PCD identified for realignment. PCD's primary mission since the 1990s became the storage of chemical munitions. PCD had 780,078 weapons with about 2,611 tons of mustard, a blister agent. PCD has 922 storage igloos, though only a portion store chemical weapons. Presently, a stockpile of chemical weapons originally comprising about ten percent of the nation's original chemical materiel stockpile resides at PCD. PCD's mission is to ensure the safe, secure storage of the chemical weapons stockpile while they are being destroyed.

PCD encompasses approximately 22,847 acres (36 square miles) with an area of approximately 15,847 acres declared surplus. The remaining 7,000 acres is with the Army and used to house chemical weapons being prepared for destruction, the active weapons destruction facility and explosive buffer zone for PCAPP.

Facility Decommissioning and Base Closure

PCAPP is the final mission component at PCD, and the chemical demilitarization effort is presently scheduled for completion by December 31, 2023. At this time, none of the nearly 2,000 employees connected to the chemical demilitarization mission will be required by other missions located on PCD, and it is expected that there will be a gradual step down of these employees as the effort comes to an end over the next few years.

PCD is located in Pueblo County, Colorado. It is not part of a Metropolitan Statistical Area. The Bureau of Labor Statistics' Local Area Unemployment Statistics reports Pueblo County had an average labor force of 77,355 in 2020.

The National Defense Budget Estimates for Fiscal Year 2022 states that in 2020, DoD employed 1.4 percent of the total U.S. labor force. The Office of Local Defense Community Cooperation (OLDCC) uses a threshold of 1.5 times the U.S. total, or 2.1 percent, in determining that a substantial portion of the economic activity of a geographic area is dependent on Defense expenditures. In 2020, the chemical demilitarization mission at PCD employed 2.5 percent of the county's labor force. The cumulative layoffs related to the completion of the chemical demilitarization mission are likely to have a significant and adverse impact on the region.

The National Defense Authorization Act (NDAA) for Fiscal Year 2022 (FY22) passed on December 27, 2021 included an amendment, Section 2703, *Conditions on Closure of Certain Portion of Pueblo Chemical Depot and Chemical Agent-Destruction Pilot Plant, Colorado*. This legislation provided PDADA eligibility for assistance through OLDCC in planning community adjustments and economic diversification required by the closure of PCD and PCAPP. This legislation also placed a prohibition on demolition or disposal of any building, facility, or equipment other than those of which the PDADA provides a written determination to the Secretary of the Army that the building, facility, or equipment is not needed for community adjustment and economic diversification following the closure of PCAPP. The prohibition imposed applies for a period of not less than two years beginning on the enactment of the Act.

PDADA continues to work to successfully submit the Economic Development Conveyance (EDC) application and complete negotiations with the Army to execute an EDC Agreement. EDC negotiations have not occurred as planned due to various delays. Upon successful negotiation of the EDC, PDADA will be in position to acquire the first parcel of property (approximately 5,000 acres) from the Army via a deed in late 2022 or early 2023. The target is to transfer the remainder of the EDC parcels as soon as possible after an EDC Agreement and completion of the current Army mission at PCD. The future of the property will be guided by the Redevelopment Plan (***Exhibit 2, PuebloPlex Redevelopment Map***) and the mission of PDADA to generate quality enterprises and initiatives that promote sustainable, long-term economic development. PDADA currently has tenants conducting manufacturing, warehousing and distribution operations, and railcar storage and maintenance, in addition to serving numerous business and personal storage tenants. Within the last year, PDADA secured an anchor tenant serving rail-related and research and development industries that will help spur further development of these and other industries at the site. As ownership of land transfers to the Local Redevelopment Authority (LRA), PDADA will continue to grow and diversify.

Community leaders and stakeholders recently completed an updated economic development plan, *One Pueblo* Economic Development Strategic Plan (www.OnePuebloCo.com), in which PDADA participated. The *One Pueblo* report includes demographic information and assessment of labor force, business climate, and education, along with other factors that are applicable to this project. As the community's economic development plan was recently updated, this information can be utilized to support and incorporate the evaluative aspects of the local economy and any other related portions of the planning efforts.

Contract Type

This service will be funded through a grant from the Office of Local Defense Community Cooperation (OLDCC) of the Department of Defense. PDADA will evaluate, select, execute and manage the successful consultant's contract. A contract between PDADA and the selected bidder will be subject to the requirements of OLDCC and the PDADA. Furthermore, the selected bidder will be responsible to execute the Contract, (***Exhibit 3, General Contract for Services Agreement***), along with the Non-Disclosure Agreement, (***Exhibit 4, Non-Disclosure Agreement***), before commencing any work on behalf of PDADA. The award and performance of this contract shall be in accordance with all Federal, State, and local laws and regulations as may be applicable.

Incurred Cost

The PDADA shall not be responsible for any cost incurred in preparing or submitting their proposals.

Evaluation and Evaluation Criteria

Evaluation criteria shall comport with *CFR 2 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and the PDADA Policy Manual. Where any conflicts exist, Federal law shall prevail.

PDADA will rate proposals based on the following factors:

1. Responsiveness to the requirements set forth in this Request for Proposal
2. Relevant past performance/experience working with PDADA
3. Samples of work
4. Cost
5. Technical expertise/experience of bidder and bidder's staff

PDADA reserves the right to award to the bidder that presents the best value to PDADA as determined solely by PDADA in its absolute discretion.

Proposal Instructions

The proposal shall be clearly labeled “Pueblo Depot Activity Development Authority: Pueblo Chemical Agent Destruction Pilot Plant (PCAPP) Reuse Assessment.” All proposals will become property of the PDADA and will not be returned.

To be considered, include the following:

- Three bound (or 3-ring binder) copies
- One unbound copy (suitable for reproduction on 8.5” x 11” paper)
- Digital copy on USB thumbdrive in a Windows format.
- Digital copy shall be in ***BOTH*** PDF format and Office (*.docx, *.xlsx, *.pptx, etc.) formats; the PDF shall be the controlling document.

The proposal shall be submitted by U.S. Mail, courier or direct delivery to the address below no later than **5:00pm MST on October 5, 2022.**

Proposals shall be submitted to PDADA’s CPA:

McPHERSON, GOODRICH, PAOLUCCI & MIHELICH PC (MGPM, PC) Certified Public Accounting Firm at:

**503 N Main Street Suite 740 (Thatcher Building)
Pueblo, CO 81003
Phone: 719.543.0516**

Please be aware that all bids may be considered a public record and may be subject to access under the Colorado Open Records Act.

General Information

General Instructions: Submit your proposal in a sealed envelope (or box) clearly labeled “Pueblo Depot Activity Development Authority: Pueblo Chemical Agent Destruction Pilot Plant (PCAPP) Reuse Assessment.” The individual or firm must submit a complete and concise response to this RFP, and not submit proposals for only portions of the requested services.

Proposals must include a statement to indicate the proposal is valid through June 30, 2023. Proposals should provide complete details concerning the individual or firm’s ability to meet the requirements of this RFP. PDADA reserves the right to waive informalities and minor irregularities in proposals, to reject any and all proposals, and to select the most responsive proposal that best meets the needs of PDADA.

Proposal Format: All proposals shall be typed and comply in every manner with the requirements of this solicitation. The proposal original must be signed in *blue* ink and in the name (with title) by a person authorized to bind the successful respondent, and the address and telephone number of that person should be included during the period of validity of the proposal. Advertising brochures and generic specifications that are included with a proposal **will not be an alternative** to specific responses to the RFP requirements.

The selected proposal shall be incorporated by reference, with modification as agreed to by PDADA, into the final contract and shall be binding upon the successful bidder. PDADA reserves the right to add out of scope tasks if they are determined to be in the best interests of the project and approved by the OLDCC. Such allowances, if any, will not be a part of the lump sum contract amount and will be awarded only after separate negotiations of specific out of scope tasks with PDADA and approval by OLDCC. Such out of scope allowances might be considered on an hourly, not to exceed basis, or as a lump sum fee, depending on the nature of the assignment.

Consultants further agree to the following:

- To examine all specifications and conditions thoroughly.
- To comply with all Federal, State, and Local laws, ordinances, and rules.
- To the extent allowed by law, to accept any claims, liens, and demands, and to indemnify and hold harmless PDADA and its signatory entities.

The following information must be supplied as part of a complete proposal:

- A narrative overview of the approach the firm will take to accomplish this project's services. This narrative will clearly describe the firm's approach to this particular project.
- A narrative description of any changes or additions the firm would recommend to the scope of work outlined in this RFP that it believes will strengthen the overall project services.
- A list of past-completed similar projects and similar projects being performed at the present time, together with a brief description of the projects.
- The proposing firm shall provide references from past-completed similar projects.
- A fee schedule.
- An hourly rate schedule for each project team member. Each hourly rate shall include all direct personnel expenses, overhead and profit associated with that employee.
- A reimbursable expense schedule that depicts allowances, direct costs, and mark-up if any. The hourly rate and reimbursable expense schedule will be used to negotiate out of scope tasks, if warranted.

Withdrawal of Proposals: Proposals may be withdrawn, by written (including email) request received from the consultant's signatory authority, prior to 5:00pm MST October 5, 2022. Negligence on the part of the firm preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. The proposal will be irrevocable until such time as PDADA:

- 1) Specifically rejects the proposal or;
- 2) Awards a contract and said contract is properly executed.

Proposals must be valid for through June 30, 2023. The consultant agrees to furnish the services as specified to PDADA at the prices and with the warranties/guarantees represented for that period.

Modifications: Any firm may modify their proposal by registered communication at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received prior to the closing time. The communication should not reveal the proposed price but should provide the addition or subtraction or other modification so that the final price or terms will not be known until the sealed proposal is opened.

Acceptance or Rejection of Proposals: PDADA will accept the proposal which, in its estimation, will best serve the interests of PDADA, and reserves the right to award a contract that shall be best for the public good. PDADA reserves the right to accept or reject any or all proposals received as the result of this RFP, to negotiate with all qualified sources, and/or cancel all or part of this RFP at any time. Until such time as a contract is executed with the successful bidder, the PDADA may cancel all or any part of this RFP. This RFP does not commit PDADA to pay any costs incurred in the preparation and submission of proposals. Without limiting the generality of the foregoing, any proposal that is late, incomplete, obscure, or irregular may be rejected; any proposal having erasures or corrections in the proposal may be rejected; any proposal accompanied with an insufficient or irregular proposal guarantee may be rejected. Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected.

Interpretations: No oral interpretations shall be made to any proposer as to the meaning of any of the proposal documents. Every request for an interpretation shall be made in writing and addressed to PDADA Program Manager. Any and all such interpretations and addenda will be sent to all prospective proposers. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under its proposal as submitted. All addenda so issued shall become as much a part of this request for proposal document as if bound herein.

Nondiscrimination: The successful proposer agrees that in performing the work called for by this proposal and in securing and supplying materials, proposer will not discriminate against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, national origin, or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap.

Failure to Submit Offer: If no offer is to be submitted, do not respond to the RFP.

Taxes: Taxes, whether State or Federal, shall not be included in proposal prices. PDADA is generally exempted from federal taxes, specifically, but not limited to excise and transportation taxes.

Employees Not to Benefit: No employee, member of the Board of Directors, or elected official of PDADA or its signatory entities shall be permitted to directly or indirectly benefit from this proposal.

Insurance Requirements: The successful proposer shall agree to defend, indemnify and hold PDADA harmless from all losses, damages, and costs which arise because of the performance of this agreement, to the extent it is caused by the Contractor, its subcontractor or anyone for whose act it may be liable. The obligation to indemnify shall not be limited by the availability of insurance. The firm shall be responsible for any and all injury or damage as result of any services rendered under the terms and conditions of the contract. The firm also agrees to hold PDADA harmless for any negligent act or omission committed by any subcontractor or other person employed by, under the supervision of, the firm under the terms of the contract.

The successful proposer, before signing the contract, shall produce evidence satisfactory to PDADA that it has secured all appropriate insurance for coverage of bodily or personal injury, death and property damage, protecting the proposer and naming the PDADA as an additional insured for such claims, and also has secured Worker's Compensation Insurance conforming to the statutory requirements of the State of Colorado, and in accordance with Section 10 of Exhibit 3 (General Contract for Services Agreement) hereto.

All certificates of insurance evidencing such coverage shall be provided to PDADA for review prior to the execution of the contract. All certificates of insurances shall provide that PDADA will receive a 30-day notice in advance of the cancellation of any policy.

Protests

Any protests under this request for proposals shall follow these rules, unless governed by **CFR 2 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** and PDADA Policy Manual. Where any conflicts exist, Federal law shall prevail.

Applicable rules are as follows:

1. Filing of Protest

- (a) Subject of Protest. Protestors may file a protest on any phase of solicitation or award;
- (b) Form. The written protest shall include, as a minimum, the following:
 - (i) The name and address of the protestor;
 - (ii) Appropriate identification of the procurement;
 - (iii) A statement of the reasons for the protest; and
 - (iv) Any available exhibits, evidence, or documents substantiating the protest.

2. Requested Information

Any additional information regarding the protest should be submitted within the time period requested in order to expedite resolution of the protest. If any party fails to comply expeditiously with any request for information by PDADA, the protest may be resolved without such information.

3. Decision

If an action concerning the protest has been commenced in court, the PDADA President & CEO and Board of Directors shall not act on the protest but shall refer the matter to legal counsel.

4. Stay of Procurement During Protest

PDADA may, at its sole discretion, take action based on the advice of legal counsel which may include continuation of the RFP with the chosen party. A stay of procurement may not occur during protest.

Procurement Statement

All procurement activities will be in accordance with applicable State and local laws and regulations, and applicable Federal laws and regulations, including compliance with the procurement standards in 2 CFR 200, Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal awards. Contractual selection criteria will be included in any RFP that is issued and cost will be a factor in the selection process. PDADA has a written procurement policy to ensure a fair, open and honest process and the protection of the public trust.

Timeline and Mileposts

The proposed timeline for the completion of the necessary tasks is as follows:

<u>Action Item</u>	<u>Timeline</u>
PDADA - RFP Issuance	September 14, 2022, 9 AM MST
Site Visits / Tours – Appointment Request Due Date	September 23, 2022, 5 PM MST
Site Visits / Tours	September 26-28, 2022
Open Question Forum (written questions/clarifications) Due Date	September 23, 2022, 5 PM MST
Open Question Forum Responses (all questions/answers to all parties from PDADA)	September 28, 2022, 5 PM MST
PDADA - RFP Issuance - Responses Due	October 5, 2022, 5 PM MST
Top 3 Finalists Reviewed by Selection Committee	October 10-12, 2022
Successful Proposer Selected and Announced	October 14, 2022, 5 PM MST

Exhibit 1 – PuebloPlex Vicinity Map

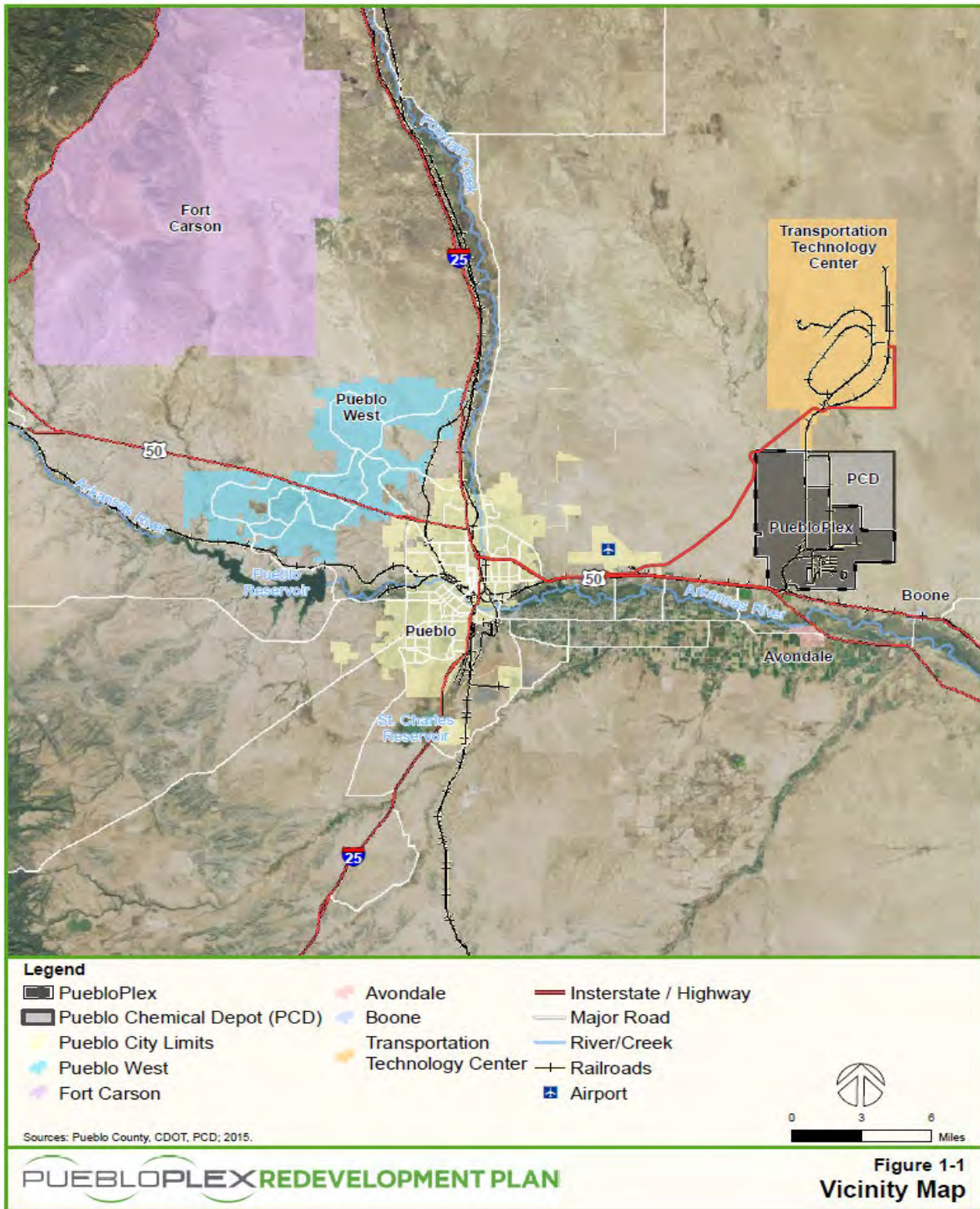


Fig1-1_PuebloPlex_Vicinity_2021_01_16_CJM.pdf

Exhibit 2 – PuebloPlex Redevelopment Plan Map

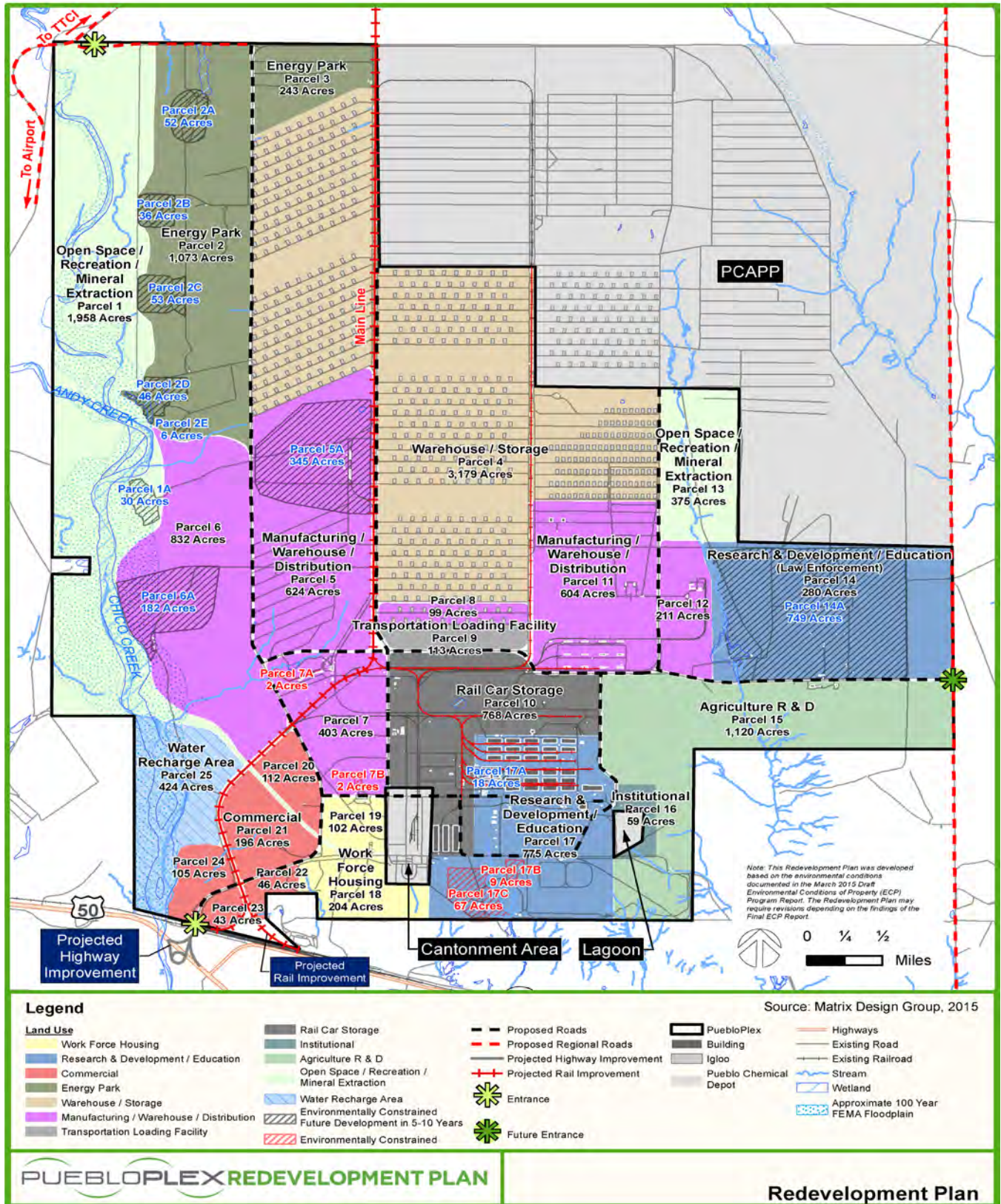


Exhibit 3 – General Contract for Services Agreement

GENERAL CONTRACT FOR SERVICES

Pueblo Depot Activity Development Authority - PuebloPlex (hereinafter "PuebloPlex") and _____ (hereinafter "Contractor") hereby agree to these general conditions and the accompanying written proposal or authorization for services (hereinafter "Agreement"):

1. DESCRIPTION OF SERVICES:

a. PuebloPlex agrees to retain Contractor to provide the services set forth herein, attached hereto and incorporated herein by this reference ("Services"), and Contractor agrees to do so serve. Under this Agreement, the Services will be defined in a Task Order "Exhibit A" that includes the scope of services and associated fee. The Task Order must be executed by both parties prior to initiating work. Contractor represents that it has the requisite authority, capacity, experience, and expertise to perform the services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the services on the terms and conditions set forth herein. In the event of any conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

2. CONTRACTOR RESPONSIBILITIES:

a. Contractor agrees to perform services in accordance with any attached proposal, or as otherwise stated above herein if no proposal was submitted. Modifications to the proposal or scope of services must be provided and mutually agreed to in writing between Contractor and PuebloPlex prior to rendering of services by Contractor. In performing services, Contractor will use that degree of care and skill ordinarily exercised under similar circumstances by a similar company and/or organization practicing in the same locality wherein the project is located, or in a locality wherein a similar project is located.

b. Contractor will perform the services as an independent contractor, and shall not be deemed, by virtue of this Agreement, to have entered into any partnership, joint venture, employee/employer relationship, or other relationship, with PuebloPlex.

c. Contractor agrees that, to the maximum extent provided by law, no warranty of any kind, express or implied, at common law or created by statute, is extended, made, or intended by the provision of professional services and advice or by the furnishing of the professional work products pursuant to this agreement.

d. Contractor's duties include supervising Contractor's agents and/or employees, or commenting on, overseeing, or providing the means and methods of Contractor's work, including job site safety. Contractor will be responsible for the failure of Contractor's agents and/or employees, or other consultants hired or used by Contractor to perform in accordance with their undertakings, and the providing of services by Contractor shall not relieve others of their responsibility to PuebloPlex or to others.

e. Contractor's duties do not include supervising PuebloPlex's agents, employees, or contractors or commenting on, overseeing, or providing the means and methods of PuebloPlex's agents, employees, or contractors work, including job site safety. Contractor will not be responsible for the failure of PuebloPlex's agents, employees, or contractors or other consultants hired or used by PuebloPlex to perform in accordance with their undertakings, and the providing of services by Contractor shall not relieve others of their responsibility to PuebloPlex or to others.

f. If required as part of the services, Contractor may assist PuebloPlex in applying for and obtaining permits and approvals from governmental entities with jurisdiction over the project. However, Contractor will not be responsible for any failure to issue or delay caused by any conditions imposed by such governmental units.

g. If Contractor's performance is delayed due to factors beyond its reasonable control, or if project conditions or the scope of work change, Contractor will give timely notice of the change pursuant to change order and may receive compensation for any additional work, upon the written agreement of such compensation with PuebloPlex, and in accordance with any applicable federal statute or regulation.

h. In the event any project or task performed by Contractor is not performed to such a satisfactory quality to allow the Office of Local Defense Community Cooperation (OLDCC) to reimburse PuebloPlex or allocate funding for payment of such project or task to PuebloPlex, Contractor hereby agrees to satisfactorily cure any such defects identified by OLDCC and, in the event that such defects cannot be cured or payment is refused by OLDCC to PuebloPlex, Contractor agrees that PuebloPlex shall not be responsible for payment of such deficient projects or tasks to Contractor. This Section shall only apply to tasks set forth wherein the Task Order requires completed tasks that are funded by OLDCC.

3. PUEBLOPLEX'S RESPONSIBILITIES:

a. PuebloPlex will designate a person, or persons, to act as PuebloPlex's representative with respect to the services Contractor is to provide for the project. PuebloPlex's designee, or designees, will have complete authority to transmit instructions, receive information, interpret, and define PuebloPlex's policies and decisions with respect to the services provided by Contractor.

b. Any questions, requests for clarification or directions from PuebloPlex to Contractor will be in writing, pursuant to a Request for Information or otherwise, and Contractor is under no obligation to follow verbal direction provided on site.

c. PuebloPlex is solely responsible for coordinating amongst design professionals. PuebloPlex agrees to provide Contractor, at Contractor's written request, with all known information, conditions, standards, criteria, and objectives which affect Contractor's services. This includes, but is not limited to, all plans or reports from other design professionals that may impact or affect Contractor's work. Contractor will be entitled to rely on the accuracy of the

information provided by PuebloPlex. PuebloPlex hereby agrees that, when Contractor provides written requests for information, and PuebloPlex fails to provide Contractor with any of the information required in this paragraph, PuebloPlex will assume all risks associated with that failure. Contractor will not be responsible for any omissions or acts which were caused, in whole or in part, by the failure of PuebloPlex to provide the required information to Contractor.

d. PuebloPlex agrees that Contractor will not be liable for any changes in conditions to the project caused by others after Contractor's work is completed on the project.

4. DOCUMENTS AND REPORTS:

a. Documents, plans, diagrams, sketches, surveys, computer files, working drawings and any other materials created or prepared by Contractor as part of its performance of this Agreement (the "Work Products") are solely for use for this project, and Contractor shall retain ownership rights including copyrights. PuebloPlex may retain copies and may use such Work Products in connection with PuebloPlex's work on this project. However, PuebloPlex agrees not to alter the Work Products and not to use the Work Products for any purpose or project other than that intended by this Agreement. Contractor accepts no responsibility and reserves all rights for PuebloPlex's use of the Work Products for any purpose or project other than the project specified in the attached Proposal.

b. PuebloPlex agrees that Contractor will rely on the type of building(s) specified in the plans. If PuebloPlex re-configures, remodels, or converts the building(s) in the project for some other use after Contractor has completed its work, PuebloPlex agrees that Contractor's initial design work will no longer apply, and Contractor cannot be held liable for any civil engineering issues caused by such changes.

c. If PuebloPlex later converts this project for any use other than what was specifically agreed to in the accompanying proposal (i.e., converts the project from apartment buildings to condos or from commercial to residential use), PuebloPlex hereby releases Contractor from any liability caused, relating to, or arising from the changed use of the Project and assumes all risk relating to such changed use.

d. Project records and Work Products will be retained by Contractor for a period of five years following completion of the services.

4. COMPENSATION:

a. Contractor's pricing of this work is predicated upon PuebloPlex's written acceptance of the conditions and allocations of risks and responsibilities described in this Agreement. If there is no other Agreement as to rates and fees, PuebloPlex agrees to pay our current Standard Hourly Billing Rates for any work done on behalf of PuebloPlex pursuant to this Agreement. An estimate or statement of probable cost is not a firm figure unless stated as such.

b. Contractor will submit invoices to PuebloPlex monthly. PuebloPlex will pay the balance stated in the invoice within 30 days, unless PuebloPlex informs Contractor in writing of objections to the invoice within that thirty-day period. Any retainer paid by PuebloPlex hereunder shall be credited to Contractor's last invoice for Services rendered.

c. PuebloPlex will, as a prevailing party, be entitled to recover all attorney's fees, dispute resolution fees, court costs, and other expenses incurred in the collection or attempted collection of any amounts due under this Agreement.

d. At PuebloPlex's option, PuebloPlex may stop payment to Contractor should Contractor, or any of Contractor's contractors, cease to perform the services under this agreement to PuebloPlex's satisfaction. In no event will PuebloPlex be liable for any damage or expense resulting from such stoppage of payment.

5. RISK, DISPUTES AND DAMAGES:

a. The parties agree that all disputes between them will be submitted to a mutually agreeable neutral mediator, as a condition precedent to litigation or other remedies provided by law. The fee and costs of the mediator shall be apportioned equally between the parties.

b. Following mediation, all disputes between PuebloPlex and Contractor for \$500,000 or less shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association effective at the Effective Date of the Agreement.

c. Following mediation, all disputes between PuebloPlex and Contractor greater than \$500,000, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association effective at the Effective Date of the Agreement and before an arbitration panel of three mutually agreeable arbiters, at least one of whom will be a licensed, practicing civil engineer in the state where the project is located.

d. PuebloPlex agrees, at PuebloPlex's discretion, to notify Contractor of any claimed negligent act, error, or omission within 45 days of the date of its discovery and to provide Contractor with the opportunity to investigate and to recommend ways of mitigating damages as a condition precedent, at PuebloPlex's discretion, to litigation or other remedies provided by law.

e. PuebloPlex and Contractor agree that the statute of repose under Colorado law, if any, will begin to run upon the completion of Contractor's work as evidenced by the date of the last invoice, and not when the project is completed as a whole. PuebloPlex and Contractor further contractually agree to revise the repose period set forth under CDARA, and instead agree that any claims against Contractor may be brought within ten years after Contractor's last invoice on the project, even if alleged defects arise at a later time.

f. To the maximum extent permitted by law, Contractor agrees to defend, indemnify and hold PuebloPlex harmless from and against all claims, damages, losses, and expenses, including but not limited to, attorneys' fees, arising out of or related to any negligent

act or omission of Contractor, its contractors, any subcontractors hired by Contractor, other consultants hired by Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts any of them may be liable, regardless of whether or not it is also caused in part by Contractor. It is understood, however, that PuebloPlex will not defend, indemnify, or hold Contractor harmless for its sole negligence in performing services at the project.

6. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: PuebloPlex and Contractor each is hereby bound, and the partners, successors, executors, administrators, and legal representatives of PuebloPlex and Contractor are hereby bound to the other party to this Agreement, and to the partners, successors, executors, administrators, and legal representative (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

7. NO THIRD-PARTY RELATIONSHIP: Nothing in this Agreement is intended to create a third-party beneficiary relationship with any party who is not a signatory to this Agreement. The rights and obligations contained in this Agreement are solely limited to those between Contractor and PuebloPlex.

8. NO LIABILITY FOR INDIVIDUAL EMPLOYEES OR OFFICERS: It is intended by the parties to this Agreement that PuebloPlex's services in connection with the project shall not subject PuebloPlex's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, Contractor agrees that, as Contractor's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against PuebloPlex, a Colorado governmental entity, and not against any of PuebloPlex's individual employees, officers, or directors.

9. MISCELLANEOUS PROVISIONS:

a. These general conditions and the accompanying proposal or attached Special Provisions, if any, constitute the entire Agreement between the parties and supersedes any prior agreements and any purchase order conditions. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party.

b. This Agreement shall be interpreted according to the laws of the State of Colorado.

c. Each Provision of this Agreement is intended to be severable. If any provision of this Agreement is declared illegal or invalid for any reason, such illegality or invalidity shall not affect the remainder of this Agreement.

d. This Agreement may be terminated in writing by either party upon seven days written notice. PuebloPlex will pay Contractor all fees and reimbursable expenses incurred up to the date of termination.

e. Waiver of Subrogation: PuebloPlex and Contractor waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of Contractor's services. Construction Contractors that are implementing, construction, or building the object of Contractor's designs shall be required to endorse Contractor and PuebloPlex as additional insureds on construction contractor's liability insurance policies covering claims for personal injuries and property damage. Construction Contractors shall be required to provide certificates evidencing such insurance to the Contractor and PuebloPlex.

10. INSURANCE COVERAGE:

Contractor will maintain the following minimum insurance at Contractor's sole cost to protect against claims arising out of the services performed under this Agreement.

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$1,000,000 per Accident
Commercial General Liability Bodily Injury (including death) and Property Damage	\$1,000,000 Combined Single Limit

This Policy shall be endorsed to include contractual liability coverage.

Commercial Automobile Liability Bodily Injury (including death) and Property Damage	\$1,000,000 Combined Single Limit
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This Policy shall include all vehicles used in connection with the Agreement whether owned, unowned, or hired.

Professional Liability	\$1,000,000 per claim and annual aggregate
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This insurance shall be maintained for a period of five (5) years after completion of all services by Contractor.

11. TOTAL AGREEMENT: This Agreement (consisting of pages 1 to 7 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between PuebloPlex and Contractor and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

12. NOTICE: Any notice or communication required or permitted under this Agreement will be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set below or to such other address as one party may have furnished to the other in writing.

PuebloPlex: P. O. Box 11467, Pueblo, CO 81001-0467

Contractor:

13. ASSIGNMENT: Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Name
Contractor's Name

Date

Name
PuebloPlex

Date

Exhibit 4 – Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into by and between _____ ("Disclosing Party"), with its principal offices at _____, and _____ (Receiving Party"), with its principal offices at _____, for the purpose of preventing the unauthorized disclosure of confidential information, as defined below. Disclosing Party and Receiving Party agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" includes all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, Disclosing Party will label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.
2. **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of Receiving Party; (b) discovered or created by Receiving Party before disclosure by Disclosing Party; (c) learned by Receiving Party through legitimate means other than from Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
3. **Obligations of Receiving Party.** Receiving Party will hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of Disclosing Party. Receiving Party will carefully restrict access to Confidential Information to employees, contractors, and/or third parties as is reasonably required and will require those persons to sign non-disclosure restrictions at least as protective as those in this Agreement. Receiving Party will not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party will return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.
4. **Time Periods.** The nondisclosure provisions of this Agreement will survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret, or no longer is defined as Confidential Information, as defined in paragraph 1, or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement will be deemed to constitute either Disclosing Party or Receiving Party a partner, joint venture, and/or employee of the other party for any purpose.

6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement will be interpreted so as best to effect the intent of Disclosing Party and Receiving Party.

7. Integration. This Agreement expresses the complete understanding of Disclosing Party and Receiving Party with respect to the subject matter and supersedes all prior proposals, agreements, representations, and/or understandings. This Agreement may not be amended except in a writing signed by both Disclosing Party and Receiving Party.

8. Waiver. The failure to exercise any right provided in this Agreement will not be a waiver of prior or subsequent rights.

This Agreement and the obligations of Disclosing Party and Receiving Party are binding on the representatives, assigns, and/or successors of both Disclosing Party and Receiving Party. Both Disclosing Party and Receiving Party have review, understood, and signed this Agreement through its authorized representative.

Name:
Organization:

Date

Name:
Organization:

Date