



RFP#

Request for Proposals For:

PAYROLL SOFTWARE

**For
THE CITY OF MANITOU SPRINGS
606 Manitou Avenue
Manitou Springs, CO 80829**

All sealed Proposal responses must be received in the Human Resource Office prior to **3:00pm** Mountain Standard Time on **Friday, May 20, 2022**.

IMPORTANT: Your response may be considered Not Responsible or Non-Responsive if any portion of this inquiry is not complete. No proposal will be accepted after the date and time stated above.

Kelly Padilla 719-685-2627
Human Resource Director
kpadilla@manitouspringsco.gov

NOTICE: Perspective Offerors who have received this document from a source other than the City of Manitou Springs Website should go to the organization's website at manitouspringsgov.com to ensure that they have received the complete documents and any addenda or other communications issued in relation to this RFP. A firm's failure to monitor the website may result in non-receipt of important information prior to the closing date and may result in rejection of a proposal.

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TIME FRAME FOR PROCESS OF CONTRACTOR SELECTION, CONTRACT AWARD AND INITIATION

Proposal process and dates currently established for selection of contractor, contract award and contract initiations:

NOTE: Offering firms are hereby advised that these dates are subject to change as City Officials deem appropriate and necessary for proper fulfillment of the intentions of the proposal process.

- April 15, 2022 Notice to Bidders published in the Colorado Springs Gazette and the City of Manitou Springs website: manitouspringsgov.com
- April 15, 2022 Solicitation document posted on the City of Manitou Springs website: manitouspringsgov.com
- May 20, 2022 Due date for proposals. All proposals due by **3:00 p.m.**

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Human Resource Director
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Manitou Springs, CO 80829
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kpadilla@manitouspringsco.gov

- May 23 to 31, 2022 Evaluation of proposals by the evaluation committee
- June 1 to 19, 2022 Selected organizations will provide presentations relating to the services and abilities of software program(s)
- June 20, 2022 Notification of Contract Award to Selected Firm

SCOPE OF SERVICES

1:1 INTRODUCTION

The City of Manitou Springs requests proposals from qualified professional firms to provide a comprehensive, precise, user-friendly timekeeping and payroll software program to enable skilled methods of operation within the Finance Department.

1:2 OVERVIEW

The City of Manitou Springs is seeking services to provide systems that compliment and increase production of timesheets and payroll processing that will integrate with the city's current financial systems. The firm shall conduct a comparison to the city's current programs and materials, focusing on the analysis and alignment of the mission and values of the organization.

It is anticipated that the award of the RFP will be made June 20, 2022, after presentations, and the project will begin September 01, 2022. The city desires a draft containing the scope of programing processes and needed equipment, and all other requirements, to be delivered by July 10, 2022, and the final report by August 10, 2022. The city and selected firm will finalize the schedule, including deadlines after all the details of the project implementation and completion are determined.

1:3 CITY OF MANITOU SPRINGS BACKGROUND

The City of Manitou Springs is a picturesque mountain community located at the foot of Pikes Peak, just a few miles west of Colorado Springs. It has grown from a small settlement dating back to the 1870's to a city of over 5,000 residents. Known for its well-preserved historic properties, healing mineral springs, cool mountain air, scenic landscapes, hiking trails, year-round activities and welcoming spirit, Manitou Springs thrives as a popular tourist destination; tourism is the mainstay of the local economy.

1:4 SCOPE OF WORK

The City of Manitou Springs (COMS) is seeking a timekeeping and payroll software system that enables the organization to:

- a) Integrate with Caselle accounting software
- b) Time and Labor Management
 - a. Allow timekeeping for the various schedules worked for all personnel, including Police and Fire Departments,
 - b. Work on a bi-weekly pay schedule.
 - c. Ability to clock in/clock out from cell phone/offsite

- c) Integrate personnel schedules and/or timesheets into the payroll system automatically,
- d) Match timecards to employee lists to ensure all appropriate personnel are paid and there are no payments made to “ghost” staff,
- e) Must accommodate hourly pay, salary pay, and stipend pay,
- f) Ability to calculate and verify overtime and comp-time submissions,
- g) Provides “calculation” verification to ensure proper deductions and compensation,
- h) Include electronic processes to enable direct deposit abilities, access to pay stubs and w2’s with leave accumulations.
- i) Ability to calculate payroll taxes and deductions for:
 - a. Employee benefits to include, but not limited to,
 - i. Medical
 - ii. Dental
 - iii. Vision
 - iv. Basic Life
 - v. Voluntary Life
 - vi. AFLAC
 - b. Colorado Public Employee Retirement (PERA)
 - c. Fire and Police Pension Association of Colorado (FPPA)
 - d. 401K accounts
 - e. 457 accounts
 - f. State and Federal taxes (please note, the City does not participate in social security)
 - g. Flexible Spending Account – Medical and Dependent Care
- j) Reporting for Regular Pay and Overtime for VOEs by year, -workers compensation/unemployment
- k) Customizable payroll reports to ensure checks and balances for correct paycheck processing,
- l) Ability to generate reports in various formats that will enable transfer to data to PERA and FPPA accounts,
- m) Ability to payout FPPA vacation without retirement upon termination,
- n) Comprehensive reporting to enable tracking of various payroll codes, such as Sick, Vacation, Personal time, and FMLA use,

- o) Ability to assist in filing State and Federal Tax forms, and workers compensation forms,
- p) Provides expense trend lines to look for fluctuations in payroll-related expenses in financial statements,
- q) Access controls for various users, time sheet approvals, assign time sheet approvals from various departments to approvers,
- r) The program software should enable payroll abilities for a minimum of 100 to 150 active employees at any given time,
- s) Must provide comprehensive record keeping and archiving of payroll and financial records to ensure compliance with Colorado Records Retention laws and regulations,
- t) Must accommodate benefits based on twenty-four (24) payments, not twenty-six (26),
- u) Must provide pay-rate change reports,
- v) Must provide New Hire report,
- w) Must provide Termination report,
- x) Historic information on Caselle payroll software must be captured in the new software.

The software firm will include a detailed report covering each item in the scope of work. The report will include, at the minimum, an outline of services and system abilities relative to the needs of the City of Manitou Springs.

Firm shall submit written notice of product support, including terms and conditions relating to equipment/software upgrades and/or updates, customer service and support, and all other information pertaining to the maintenance of the program.

SUBMITTAL FORMAT

2:1 INTRODUCTION

All proposals must be organized in accordance with the format listed below. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and result in disqualification. Non-conforming and non-responsible proposals may be rejected at the discretion of City officials

2:2 ORGANIZATION OF PROPOSAL

Proposals must be organized in the following format:

- Title page
- Firm's qualifications and relevant experience
- Staff qualifications
- Work Plan
- Financial stability
- References
- Affidavit of Accuracy
- Contractor Information Form
- Acknowledgement of Addenda
- Conflict of Interest Statement
- Bid/Proposal Affidavit
- Any relevant subcontractor information
- Firm Price Proposal

Failure to include all the documents may render the proposal non-responsive and offer may be rejected.

2:3 TITLE PAGE

The title page must be on company letterhead and should include the name and address of the firm submitting the proposal, a contact person at the firm for the proposal, including telephone number and email address, and the date of submission. The page should also state the RFP title.

2:4 FIRM'S QUALIFICATIONS AND RELEVANT EXPERIENCE

All services and/or products furnished under this contract shall be from firms/organizations that have been in business for at least three (3) years and insured in the location where the work is to be performed. Failure to provide such proof may result in the firm being determined ineligible for award.

Provide detailed information about the following items relating to the firm's qualifications and relevant experience, including, but not limited to the following:

1. Provide a company overview, including size, revenue, services provided and business outlook. Provide detailed information about the number of employees involved in direct support for this project. Provide information about the length of time the firm has been providing compensation analysis services as well as any other services provided by the firm.
2. Provide information about the firm's business and customer service philosophy.
3. Provide information about the number and size of municipalities that have utilized the services and/or products of the firm. Specify whether the services and/or products included a payroll, HRIS, or financial program.
4. How many timekeeping, payroll, HRIS, Financial programs has the firm implemented and supported in the last three (3) years.
5. Is there any pending litigation against the firm? If so, please describe in detail.
6. Are there any significant changes expected in the company's operations that would affect the firm's ability to provide services and/or products to the City of Manitou Springs.

2:5 STAFF QUALIFICATIONS

Identify and provide resumes for all staff who will work on the analysis for the City of Manitou Springs. Information for individuals shall include their education, certifications, and work experience with the proposing firm, as well as positions with prior employers. Provide a description of the role everyone will play in the project and the approximate amount of time that will be spent. Include specific detail for any experience performed for a municipality. Proposers shall also designate a project coordinator who will be the primary liaison with the City, including name, position, and contact information.

2:6 PROJECT EXPERIENCE

Provide information about relevant experience in the performance of similar projects in the past three (3) years. Identify the scope of work performed at municipalities or similar governmental agencies. Identify the number of classification and compensation studies that have been performed by your firm in the last three (3) years. Provide information about your firm's experience evaluating jobs in the Colorado marketplace.

2:7 WORK PLAN

Describe the firm's understanding of the project as outlined in the Scope of Work section of this RFP and a plan for accomplishing these tasks. Include a complete description of the proposed approach and methodology for the project. Describe the firm's approach to assessing job classification in municipalities or governmental establishments. Provide a description of the proposed project team structure and internal controls to be used during the project.

Include all project requirements and the proposed tasks necessary to accomplish the scope of the project. Provide a proposed project schedule and the number of firm hours anticipated for the project. Identify information that the City needs to provide and list any City staff that would be expected to participate in the assessment and the nature of their involvement.

Provide a timeline to perform assessment, study, and deliverables.

2:8 REPORTS

Provide a sample compensation survey and executive report that will be submitted to the City.

2:9 FINANCIAL STABILITY

Proposers shall submit graphic material to clearly demonstrate qualifications, fiscal responsibility, and performance capability of the firm. Proposers shall disclose if the firm has ever filed for bankruptcy, and if applicable, provide information as to the state of the filing, and the resolution. Provide independently audited, reviewed, or compiled financial statements for the three (3) most recent complete fiscal years. All statements provided in this section must be current. "Upon Request" is not a satisfactory answer.

2:10 REFERENCES

The City may contact references listed in the proposal, as well as other sources referred to them in the course of the evaluation. References will be questioned about such items as the Proposer's overall performance, organization, cooperation, timeliness, and quality of support. The Proposer shall ensure that contact information is current.

2:11 FIRM PRICE PROPOSAL

The pricing offered on the Price Proposal must include all charges and fees (including travel and meals) incurred in the delivery of this procurement. The price proposal should include line items for each major portion of this project.

No allowance will be made at a later date for additional charges due to the Offeror's omission. In addition, all Offeror's must hold their proposed prices for 120 days after the price submittal date, but prior to contract award date.

GENERAL INFORMATION

3:1 REQUEST FOR PROPOSAL DUE DATE

All responses to this Request for Proposal are due in the City of Manitou Springs City Hall, Attention: Kelly Padilla, Human Resource Director, 606 Manitou Ave, Manitou Springs, CO 80829, in a sealed envelope, prior to **3:00 p.m. on May 20, 2022**, at which time and place only the names of the firms submitting proposals will be recorded. Contractors do not need to be present at the time of recording. All proposal packages must be sealed and clearly identified and marked as pertaining to this solicitation. **No facsimile or email transmission will be accepted.** It is the responsibility of the Offeror to plan the delivery of the proposal packages accordingly. No responses will be accepted after this date and time. In the event that the City is closed on the RFP due date as a result of an emergency or inclement weather, the RFP will be opened at the stated time on the next open business day, unless the Offeror is notified otherwise.

3:2 QUESTIONS AND INQUIRIES

Questions related to this RFP may be directed to the Human Resource department via email at kpadilla@manitouspringsco.gov , or call 719-685-2627. The cut-off for questions is **May 10, 2022 at 3:00 p.m.**

Information relating to this RFP will be available on the City of Manitou Springs website, manitouspringsgov.com. It is the Offeror's responsibility to monitor the site and remain up to date relating any changes to RFP requirements. Failure by the Offeror to acquaint himself or herself with all the requirements of the requested services shall not relieve him/her from responsibility for estimating properly the difficulty or cost of successfully performing the services.

3:3 CONTACT INFORMATION

The sole point of contact for the City of Manitou Springs for the purpose of this RFP is Kelly Padilla, Human Resource Director.

Firms must carefully examine the RFP and any related documents. Should any firm find discrepancies or omissions in this RFP or be in doubt as to the content or meaning of any aspect of this document, the firm should direct inquiries or requests for clarification of the documents, specifications, or the process in writing to this contact person. Firms are advised that the City reserves the right to use its best judgment in choosing to respond or not to respond to any questions received after the above cut-off date for submissions.

Under no circumstances are firms, including third party firms or their staff, to contact other City personnel or any related constituency for purposes associated with this RFP, including but not limited to, obtaining, or providing information unless specifically noted in the Scope of Work. Firms failing to comply with this requirement may be disqualified.

3:4 SUBMISSION OF PROPOSALS

The selection procedure for this procurement requires an evaluation of submitted proposals and related documents. Proposals are due **May 20, 2022, by 3:00 p.m. MST.**

Offerors must submit one (1) original and one (1) flash drive copy of the proposal. Failure to provide the correct number of copies may result in rejection of the offer. Proposals must include all required information. The “original” copy should be clearly marked. Copies of the proposal response will not be returned to the Offeror. All proposal packages submitted in response to this RFP must be signed, sealed, and labeled. Offerors must copy the package sample label below and paste on the outside of the package:



RFP ENVELOPE LABEL

RFP Due Date: May 20, 2022
RFP Due Time: 3:00 p.m. MST
Offerors Name: _____
Offerors Address: _____

Project Title: RFP Payroll Software

Deliver this package to the Human Resource Office



It is mandatory that the RFP package label, as shown above, is used or this exact information is provided on the outside of the sealed proposal package(s). Failure to do so may cause the proposal to be rejected.

Oral, faxed, or emailed proposals are invalid and will not be given consideration. Proposals will not be accepted electronically.

All costs incurred by responding firms associated with the preparation, submission, meeting requests, including but not limited to, costs of transportation, meals, lodging, bonding, or any other related expenses, if applicable, will be the sole responsibility of the respondent and will not under any circumstances be reimbursed by the City.

3:5 EVALUATION OF PROPOSALS

Proposals must meet the requirements as stated in this document. Proposals that fail to meet one or more of the criteria may be ineligible for award. The City may make any investigations deemed necessary to determine the ability of the firm to provide the work as specified herein.

In addition to the criteria listed elsewhere in this document, firms shall be evaluated on the following criteria:

1. Responsiveness to the scope of work.
2. Past performance of the firm including timely completion of projects, compliance with scope of work performed within budgetary limitations, and user satisfaction.
3. Specialized experience and competencies in performing similar services in the past three (3) years, including qualifications of staff members involved.
4. Composition of the principles and staff assigned to the performance of these services, particularly the proposed manager and immediate staff, and their qualifications and experience with relevant services.
5. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time.
6. Firm's familiarity with problems applicable to this type of service.
7. References from previous clients, including size and scope of services, name, and telephone number of contact person; and
8. Price proposal.

The City reserves the right to negotiate or modify any element of the request for proposal evaluation process to secure the best possible arrangement for achieving the stated purpose.

3:6 EVIDENCE OF RESPONSIBILITY

Prior to the award of a contract pursuant to this RFP, the City administration may require the contractor to submit additional information bearing upon the Contractor's ability to perform the contract as the City deems appropriate. The City may also consider any information otherwise available concerning the financial, technical, and other qualifications or abilities of the Contractor. Qualification of performance may also be determined through contracts or services provided to the City or other entities; determined from reference checks as required.

3:7 AWARD

The City intends to award this contract to a single qualified firm to provide services described herein. This contract will be awarded to the firm complying with all the provisions and stated criteria of this RFP, subject to the availability of funding and if it is in the best interest of the City of Manitou Springs to award the contract. The Offeror's response, specifications, terms, and exhibits of this RFP, and any other applicable documentation relating to this proposal will be incorporated into the contract.

The City of Manitou Springs is a municipality, and its budget is subject to funding through taxes and other public revenue sources. The City reserves the right to cancel this RFP or not award the contract based on the City's continued appropriation of sufficient funds by the municipality's appropriating authority.

At the City's sole discretion, the City may defer award of the contract for a period of up to one hundred twenty (120) calendar days after opening of bids. If no award or disposition is made, the expiration of the one hundred and twenty (120) calendar days will constitute a closure of the RFP and all offers will be rejected without further action of the City.

3:8 PRICING

The pricing offered on the Price Proposal must include all charges and costs (including travel and meals) incurred in the delivery of this procurement. The price proposal should include line items for each major portion of this project. No allowance will be made later for additional charges due to the Offeror's omission. In addition, all Offeror's must hold their proposed prices for 120 days after the price submittal date, but prior to the contract award date.

3:9 REJECTION

The City reserves the right to reject any or all offers received resulting from this solicitation and re-advertise for other proposals. Offers may also be rejected for any of the following reasons:

- a) Failure to meet the mandatory specifications and requirements.
- b) Failure to respond in a timely fashion to a request for additional information or data.
- c) Failure to supply appropriate and favorable client references.
- d) Financial instability of the firm submitting proposal.
- e) Failure of the firm to successfully negotiate a contract, if applicable.
- f) Submission of an incomplete price proposal page.
- g) Submission of a proposal that is not signed.
- h) Failure to demonstrate that the Offeror is qualified to carry out the obligations of the contract and implement and support the work specified herein.
- i) Lack of funding.

3:10 CONTRACT

The terms of this RFP, as well as the responses, shall be incorporated into the contract. If there are any conflicts between these documents, the following order of precedence shall apply: Contract, RFP, Response.

The City reserves the right to terminate the contract at any time upon thirty (30) calendar days written notice to the contractor. As determined by the City, it will pay the Contractor's reasonable costs incurred prior to the termination. In the event of termination, the Contractor

may be required to provide the necessary best effort to transfer records and historical data to a superseding Contractor, or to The City of Manitou Springs.

If this contract terminates for any reason, including termination for cause, convenience, or at the end of the term, the Contractor is not awarded the next contract, the Contractor shall assist the City in the transition of services to the new firm as required. The City reserves the right to hold the payment of the final invoice for the Contractor until the completion of successful transition.

All applicable local, state, and federal laws, municipal codes and ordinances, by-laws, and orders, rules and regulations of all authorities having jurisdiction over this Work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

3:11 CHANGES TO THE CONTRACT

The City may make any alterations, deviations, additions, or omissions from the Request for Proposal document which it deems to be in the best interest of the City, without affecting the obligations of the Contractor or making void the contract. Any alterations, deviations, additions, or omissions shall be processed as a change order.

3:12 INSURANCE REQUIREMENTS

The Contractor shall always maintain in force during the term of the contract, such insurance that will indemnify and hold harmless the City from Worker's Compensation, Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under the contract, or by anyone directly or indirectly employed by the Contractor. The contractor's insurance will be with an insurance carrier licensed to do business in the State of Colorado, acceptable to the City with the following minimum coverage:

- Comprehensive General Liability Insurance – Liability Limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.
- Worker's Compensation Insurance: Statutory coverage, including employer's liability coverage with a limit of at least One Hundred Thousand Dollars (\$100,000).

At the time this contract is made, the Contractor will provide the City with a certificate of insurance as evidence of the required coverage(s). Such insurance shall indemnify the materials and/or equipment and shall name the City of Manitou Springs as an additional insured while the contract is valid.

In the event the Contractor's insurance is terminated, the Contractor shall immediately obtain other coverage; any lack of insurance shall be grounds for immediate termination of the contract.

3:13 CONFLICT OF INTEREST

The Contractor shall provide full disclosure of any financial interest or agreements that may foreseeably allow the Contractor to materially benefit from the adoption of any recommendations. Additionally, the Contractor may not utilize any information not a matter of public record which is received by reason of this Contract, for financial gain not contemplated by the terms of this Contract, regardless of whether the Contractor is or is not under contract at the time such gain is realized. Specific information contained in the report, survey or other product developed by the Contractor pursuant to this Contract is the property of the City of Manitou Springs and shall not be used in any manner by the Contractor unless authorized by the City.

3:14 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information which are designed confidential by the City and not otherwise subject to disclosure, and made available to the Contractor in order to carry out this Contract, or which becomes available to the Contractor in carrying out this Contract shall be protected by the Contractor using the same level of care in preventing unauthorized disclosure or use of the confidential information that the Contractor takes to protect its own information of a similar nature, but in no event less than reasonable care. The Contractor shall not be required under the provision of this clause to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract or is rightfully obtained from third parties.

3:15 COOPERATIVE PURCHASE

The City reserves the right to extend all terms, conditions, specifications, and units or other processes of any contract resulting from this RFP to any public bodies and/or municipalities. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The City assumes no authority, liability, or obligation, on behalf of any other public body and/or municipality resulting from this RFP.

3:16 SUBCONTRACTORS

Offerors must submit names and addresses of any subcontractors to be retained for this project. The City reserves the right to reject subcontractor.

REFERENCES

The Offeror shall list at least three (3) projects of similar scope. The referenced work shall have been completed within the last three (3) years. Provide a brief description of the scope of work. Use separate sheets if necessary and include with submission. Offerors must make sure references and contact persons are current; if the City cannot contact a reference because of outdated information, the City reserves the right to regard that reference as unfavorable. References must contain the following information:

Reference 1

Institution Name:
Street Address:
City, State, Zip:
Contact Person:
Title:
Telephone Number:
Email Address:
Service Dates:
Services provided:

Reference 2

Institution Name:
Street Address:
City, State, Zip:
Contact Person:
Title:
Telephone Number:
Email Address:
Service Dates:
Services provided:

Reference 3

Institution Name:
Street Address:
City, State, Zip:
Contact Person:
Title:
Telephone Number:
Email Address:
Service Dates:
Services provided:

Please note: References listed must be able to confirm the Offeror's ability to provide services requested by RFP.

References submitted by: _____
Company Name

AFFIDAVIT OF ACCURACY FORM

The undersigned swears or affirms, under the penalty of perjury and upon personal knowledge, that the contacts of this Proposal are true and correct.

Name of Company

Representative Signature and Title

Address

Representative Name and Title PRINT

Telephone Number

Date

CONTRACTOR INFORMATION FORM

I/We offer the terms, delivery, and pricing for the requested products/services, and certify that I am a bona fide agent, authorized to make offers on behalf of the firm.

Printed Name of Offeror

Please list any exceptions taken to any terms and conditions listed in this RFP. Please note any exceptions taken that may affect the award of a contract or purchase order:

Please provide the following information:

Company Name: _____ Incorporated (Y/N): _____

Federal Tax ID: _____ Years in Business: _____

Street Address: _____ City: _____

State: _____ Zip: _____

Contact Person: _____ Title: _____

Office Phone Number: _____ Fax Number: _____

Cellular Phone: _____ Email Address: _____

Authorized Signatory Print Name

Authorized Signatory Sign Name

Title of Authorized Signatory

Date

CONFLICT OF INTEREST STATEMENT

The undersigned hereby affirms and attests that to the best of my knowledge, no trustee, employee, spouse, parent, child, brother or sister of the trustee or employee, own assets in this business, and of this date are also employed by the City of Manitou Springs.

Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

ETHICS STATEMENT

In compliance with the State of Colorado Independent Ethics Commission, Position Statement 16-01 – Home Rule Counties and Municipalities, I hereby affirm that no employee of or representative of our company assisted the City in the drafting of specifications, requirements, statements of work, invitation for bids or request for proposals for this procurement, nor did any individual or company who assisted in such drafting assist or represent this company, directly or indirectly, in submitting a bid or proposal for this procurement.

Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____