



REQUEST FOR PROPOSAL

R15-138 IP

Date issued: October 26, 2015

LANDSIDE MAINTENANCE AND SNOW REMOVAL SERVICES

THE CITY OF COLORADO SPRINGS
COLORADO SPRINGS AIRPORT

PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is scheduled for this solicitation at
2:00 PM (MDT) on November 4, 2015.

PROPOSALS ARE DUE NO LATER THAN

**FRIDAY, NOVEMBER 20, 2015
2:00 PM**

Contact

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Contracts Specialis
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SECTION INDEX

SECTION I	PROPOSAL INFORMATION
SECTION II	SCOPE OF WORK
SECTION III	PROPOSAL CONTENT
SECTION IV	EVALUATION PROCESS
SECTION V	EXHIBITS/APPENDICES

Table of Contents

	1. SECTION I	5
1.1	PROPOSAL INFORMATION	5
1.2	GENERAL INFORMATION	5
1.3	SUBMISSION OF PROPOSAL	5
1.4	PRE-PROPOSAL CONFERENCE	5
1.5	NUMBER OF COPIES	5
1.6	SPECIAL TERMS AND CONDITIONS	6
1.7	PROPOSAL INFORMATION	6
1.8	RFP OBJECTIVE	6
1.9	CONFIDENTIAL OR PROPRIETARY INFORMATION	6
1.10	AMENDMENTS	6
1.11	WITHDRAWAL OR MODIFICATION OF PROPOSALS	7
1.12	ACCEPTANCE	7
1.13	PROPOSAL PREPARATION COST	7
1.14	AWARD	7
1.15	CONTRACT ADMINISTRATION	7
1.16	SCHEDULE OF EVENTS	7
1.17	INQUIRIES	7
1.18	PERFORMANCE PERIOD/TERM	8
1.19	DEBRIEFING	8
1.20	DULY AUTHORIZED SIGNATURE	8
1.21	SUBSTANTIVE PROPOSALS	8
1.22	CONDITIONS AFFECTING THE WORK AND PROPOSAL SUBMISSION	8
1.23	MINIMUM QUALIFICATIONS FOR PROPOSING ON THE CONTRACT	8
1.24	OFFEROR'S QUALIFICATIONS	9
1.25	GOVERNING LAW/JURISDICTION/VENUE	9
1.26	REJECTION OF PROPOSALS	9
1.27	NON-COLORADO ENTITIES	9
1.28	PROCUREMENT RULES AND REGULATIONS	10
	2. SECTION II	10
2.1	SUMMARY OF INTENT	10
2.2	GENERAL LANDSCAPING AND GROUNDS MAINTENANCE	10
2.3	SNOW AND ICE REMOVAL SERVICES	12
2.4	PERSONNEL OF OPERATOR(S)	14
2.5	PROJECT DIRECTION	14
2.6	INSURANCE REQUIREMENTS	14
	3. SECTION III	16
3.1	PROPOSAL FORMAT	16
3.2	COVER LETTER	16
3.3	PROPOSAL CERTIFICATION	16
3.4	COST PROPOSAL/BUDGET	16
3.5	MANAGEMENT AND PERSONNEL STRUCTURE	16
3.6	PROPOSED OPERATIONS/PROJECT UNDERSTANDING	17
3.7	ADDED-VALUE PROPOSITION	17
3.8	PAST EXPERIENCE/QUALIFICATIONS	17
3.9	FINANCIAL INFORMATION	17
3.10	REFERENCES	18
3.11	EXCEPTIONS	18
3.12	OTHER RELEVANT INFORMATION	18
3.13	AIRPORT CONCESSION DISADVANTAGE BUSINESS ENTERPRISE (ACDBE)	18
3.14	NON-DISCRIMINATION	18
	4. SECTION V	18
4.1	EVALUATION CRITERIA	18
4.2	EVALUATION COMMITTEE	18
4.3	AWARD OF CONTRACT	19
	5. SECTION V	20
5.1	LIST OF EXHIBITS/APPENDICES	20
	EXHIBIT 1 - PROPOSAL CERTIFICATION	21
	EXHIBIT 2 – REPRESENTATIONS AND CERTIFICATIONS	22
	EXHIBIT 2 – EXCEPTIONS	22
5.4	APPENDIX A – COS LANDSIDE MAINTENANCE/LANDSCAPE AREAS MAP	27
5.4	APPENDIX A – COS LANDSIDE MAINTENANCE/LANDSCAPE AREAS MAP	28
5.4	APPENDIX A – COS LANDSIDE MAINTENANCE/LANDSCAPE AREAS MAP	29
5.4	APPENDIX B – COS LANDSIDE snow removal AREAS MAP	30
5.4	APPENDIX B – COS LANDSIDE snow removal AREAS MAP	31
5.4	APPENDIX B – COS LANDSIDE snow removal AREAS MAP	32

1. SECTION I

PROPOSAL INFORMATION

1.1 PROPOSAL INFORMATION

Section I provides general information to potential Offerors on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements. This Request for Proposal is issued on October 26, 2015.

1.2 GENERAL INFORMATION

The City of Colorado Springs ("City") is using the [Rocky Mountain E-Purchasing System](#) for soliciting bids and proposals from vendors. This system will provide you with convenient online access to all bid information for the City as well as 106 other local agencies throughout Colorado. To receive email alerts of open bids in your field, please register with [Rocky Mountain E-Purchasing System](#) and complete your online registration. If you are currently registered as a vendor with them, you do not need to register again. The City is no longer using the City website for solicitation and City Contracting no longer maintains a bidders' list.

If there are accompanying plans with this project, the fee (if any) will also be listed. Local vendors need to come in to our office to pick up the plans. Other interested parties can order the plans online and arrange payment and/or shipping of the project documents via check or Visa/MasterCard and your shipping account number.

This particular solicitation is fully downloadable at no charge.

1.3 SUBMISSION OF PROPOSAL

A. **Sealed, complete proposals** are to be submitted to:

Izabela Podlecki
Contracts Specialist
City of Colorado Springs, City Contracting
30 S. Nevada Avenue, Suite 201
P.O. Box 1575, MC 210
Colorado Springs, CO 80903-1575

*******FAXED, E-MAILED, OR INCOMPLETE PROPOSALS WILL NOT BE ACCEPTED*******

B. **Date/Time:** Proposals shall be received on or before **2:00 P.M. (MDT), Friday, November 20, 2015.**

C. **Identification of Proposal:**

All proposals must be sealed and received by the City Contracting Office. Proposals shall be in one envelope clearly marked: **COSA LANDSIDE MAINTENANCE & SNOW REMOVAL SERVICES**

RFP No. R15-138 IP Landside Maintenance & Snow Removal Services Colorado Springs Airport

Due Date: November 20, 2015 - 2:00 P.M. (MDT)

Company Name

D. Any proposal that is submitted without being properly marked may be opened for identification prior to the proposal submission deadline and then resealed.

1.4 PRE-PROPOSAL CONFERENCE

The City will conduct a pre-proposal conference on Wednesday, November 4, 2015, at 2:00 P.M. (MDT) at the Colorado Springs Airport, 7770 Milton E. Proby Parkway, Third Floor Conference Room, Colorado Springs, CO 80916. This conference is **not mandatory**; however, all prospective Offerors are urged to attend.

1.5 NUMBER OF COPIES

Offerors shall submit one (1) unbound original, one (1) unbound 'PUBLIC' copy, and five (5) bound copies of the proposal documents, including the required exhibits and attachments. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City. The **unbound original** copy shall be clearly marked

'ORIGINAL'. One (1) copy of your proposal must be submitted for public viewing and should be marked **'PUBLIC'**. The purpose of this copy is to meet the requirements of the Colorado Open Records Act and should not contain your proprietary information. The City reserves the right to determine what constitutes public information.

1.6 SPECIAL TERMS AND CONDITIONS

The following special terms and conditions shall govern the preparation and submission of proposals and any contract that may ensue. Please note the following definitions of terms as used herein:

- The term "Request for Proposal" or "RFP" means a solicitation of a formal sealed proposal following submission of which changes in proposals and/or prices are allowed, and the proposal deemed by the City to be most advantageous in terms of criteria as designated in the RFP is accepted.
- The term "Offeror" means the person, firm, or corporation which submits a formal sealed proposal and which may or may not be successful in being awarded the contract.
- The term "Operator" means the Offeror who is awarded the contract to provide the products or services specified.

1.7 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 2:00 P.M. (MDT) on November 11, 2015, as provided in Subsection 1.17 below.

B. Following the award of a contract, proposals submitted in response to this solicitation may be subject to release as public information unless the proposal or specific parts of the proposal can be shown to be exempt from public information. Offerors are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Offerors.

1.8 RFP OBJECTIVE

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City. The RFP is not a contractual offer or commitment to purchase products or services.

All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal shall be accompanied by a transmittal letter signed in ink by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

1.9 CONFIDENTIAL OR PROPRIETARY INFORMATION

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

1.10 AMENDMENTS

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any amendments (addenda) issued to this RFP by returning a signed copy of each amendment issued to the address set forth in Subsection 1.3.A above. Signed copies must be received on or before the time set for receipt of proposals (see Subsection 1.3 above).

The City will post all addenda on the [Rocky Mountain E-Purchasing System in addition to the City Contracting website](#). It is the Offeror's responsibility to check the website for posted addenda or contact the Contracts Specialist listed in Subsection 1.3.A above to confirm the number of amendments which have been issued.

1.11 WITHDRAWAL OR MODIFICATION OF PROPOSALS

Any Offeror may modify or withdraw a proposal in writing at any time prior to the deadline for submission of a proposal (see Subsection 1.3 above).

1.12 ACCEPTANCE

- A. Any proposal received shall be considered an offer, which may be accepted by the City based on initial submission without discussions or negotiations.
- B. By submitting a proposal in response to this solicitation, the Offeror agrees that any proposal it submits may be accepted by the City at any time within sixty (60) calendar days from the date of submission deadline (see Subsection 1.3 above). The acceptance period of sixty (60) calendar days from the date of submission will automatically be extended for an additional sixty (60) calendar days unless the proposal expressly states in it that the acceptance period is limited to the initial sixty (60) calendar day period.
- C. The City reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and/or to accept any portion of the proposal if deemed in the best interest of the City. Failure of the Offeror to provide in its proposal any information requested in the RFP may result in rejection for non-responsiveness.

1.13 PROPOSAL PREPARATION COST

The cost of proposal preparation is not a reimbursable cost. Proposal preparation costs shall be at the Offeror's expense and are the Offeror's total responsibility.

1.14 AWARD

The City intends to make an award using the evaluation criteria listed in the RFP to determine the Best Value including price and other factors in the proposal submitted. See Section V Evaluation Process.

If the highest ranked Offeror does not execute an agreement within ten (10) working days of offer by the City, the City may give notice to the firm of the City's intent to select the next most qualified Offeror or call for new proposals, whichever the City deems most appropriate.

1.15 CONTRACT ADMINISTRATION

The City, by and through its enterprise, the Colorado Springs Municipal Airport, shall be responsible for the administration of the contract and for compliance with the interpretation of scope, scheduled services and cost compliance.

1.16 SCHEDULE OF EVENTS

The upcoming schedule of events is tentatively scheduled as follows:

Advertise (Post on City Website)	<u>October 26, 2015</u>
Issue Request for Proposal	<u>October 26, 2015</u>
Pre-Proposal Conference	<u>November 4, 2015</u>
Proposal Due Date	<u>November 20, 2015</u>
Short List Selection (if applicable)	TBD
Short List Interviews (if applicable)	TBD
Award of Contract (Letter of Intent)	TBD
Notice-to-Proceed	TBD

1.17 INQUIRIES

Questions about the RFP shall be in writing and directed to the Contracts Specialist at the address below. A written response to any inquiry will be provided in the form of an amendment to the solicitation. See Subsection 1.10 Amendments above. Questions must be received no later than 2:00 MDT on November 11, 2015.

Izabela Podlecki
Contracts Specialist
City Contracting
30 S. Nevada Ave. Suite 201
Colorado Springs, CO 80903
Fax: (719) 475-8477
E-Mail: ipodlecki@springsgov.com

The preferred method of submitting questions is by e-mail to the Contracts Specialist.

1.18 PERFORMANCE PERIOD/TERM

The contract will be written for One (1) year, with an option to extend the term of the contract by four (4) additional one (1) year terms at the sole discretion of the City.

1.19 DEBRIEFING

Within thirty (30) days after notice of selection and award of the contract, Offerors not selected or placed on a short list may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their firm's proposal upon receipt of notification that their firm was not selected or short listed. Firms that were on the short list but not selected may request a debriefing after they have been notified that another firm was selected.

A debriefing may be scheduled by contacting the Contracts Specialist listed above in Subsection 1.17. The Contracts Specialist must receive a written request for debriefing no later than ten (10) calendar days after notification that your firm was not selected.

1.20 DULY AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Offeror empowered with the right to bind the Offeror. The Offeror must also provide evidence of the authority of the officer or agent to bind the Offeror.

1.21 SUBSTANTIVE PROPOSALS

The Offeror shall certify (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other contractors to put in a false or sham bid; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a bid; and (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other contractors or over the City; and (e) Offeror shall not violate, or cause any person to violate, the City's Code of Ethics (City Code § 1.3.101 *et seq.*).

1.22 CONDITIONS AFFECTING THE WORK AND PROPOSAL SUBMISSION

By submitting a proposal, the Offeror acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to general and local conditions which can affect the work or its cost, including but not limited to (1) the actual site; (2) the availability of labor or qualified personnel in the local area and; (3) the character of equipment and facilities prior to and during work performance. By submitting a proposal, the Offeror also acknowledges that it has satisfied itself as to the character, quality, and quantity of obstacles to be encountered insofar as this information is reasonably ascertainable from and inspection of the site. Any failure of the Offeror to take the actions described and acknowledged in this clause will not relieve the Offeror from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the City.

1.23 MINIMUM QUALIFICATIONS FOR PROPOSING ON THE CONTRACT

In order to ensure a high level of service to the traveling public, the City will consider proposals only from organizations with experience in Landscape Maintenance and/or Snow Removal, or other related types of services. Therefore, each Offeror must demonstrate in its proposal that (a) it has been engaged in these, or other related type of services for at least three (3) years and (b) it can provide the necessary personnel for the needs of the Colorado Springs Airport. Proposals that fail to meet these minimum qualifications will not be considered.

1.24 OFFEROR'S QUALIFICATIONS

Each Offeror may additionally be required to show that they have satisfactorily performed similar work with companies, organizations, or municipalities in the past and that no claims of any kind are pending against such work. No proposal will be accepted from an Offeror who is engaged on any work which would impair their ability to perform or finance this work. All such work shall be revealed in the proposal.

No proposal will be accepted from, nor will a contract be awarded to, any Offeror who is in arrears to the City, upon any debt or contract, or who is in default, as surety or otherwise, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City.

1.25 GOVERNING LAW/JURISDICTION/VENUE

The laws of the State of Colorado and the Charter, City Code, ordinances, rules and regulations of the City shall govern this RFP and any contract executed between the successful Offeror and the City. Further, the place of performance and transaction of business shall be deemed to be in El Paso County, Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the Fourth Judicial District Court for El Paso County, Colorado.

1.26 REJECTION OF PROPOSALS

The City reserves the right to reject any and all proposals and the submission of a proposal by any Offeror based on inability to meet the City's requirements of this solicitation in any of the following areas: qualifications, criteria, or cost. The City may then, at its sole discretion, re-advertise for proposals at a later date.

Izabela Podlecki, Contracts Specialist, is the designated liaison between the City and Offerors. ANY UNAUTHORIZED CONTACT BETWEEN ANY OFFEROR, ITS AGENTS, EMPLOYEES, OR OTHERS ON THE OFFEROR'S BEHALF AND CITY STAFF (OTHER THAN THE DESIGNATED LIAISON) OR LEGAL COUNSEL MAY RESULT IN REJECTION OF A PROSPECTIVE OFFEROR'S PROPOSAL. CONTACT NOT CONTEMPLATED BY THE TERMS OF THIS RFP IS UNAUTHORIZED.

Additionally, any of the following causes may be considered as sufficient reason for disqualification and/or rejection of a proposal:

- A. Submission of an incomplete proposal.
- B. Offeror's failure to satisfactorily perform any present or previous obligation to the City.
- C. Any conduct or circumstance which by law requires rejection of a proposal.
- D. Evidence of collusion among Offerors.
- E. Incomplete or inaccurate submittal of information in the proposal form.
- F. Lack of responsibility or poor performance as shown by past work, reference, or other factors.
- G. Default or termination of other contracts or agreements with other parties.
- H. Lack of business skills or financial resources necessary to perform the services.
- I. Other causes as the City deems appropriate, in its sole and absolute discretion.
- J. Proposals submitted after the deadline date and time.

1.27 NON-COLORADO ENTITIES

Unless waived by the City, before or at the time that the contract is awarded to a entity organized or formed outside the State of Colorado, such entity shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such entity must furnish the City with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. There shall also be procured from the Colorado Secretary of State a certified copy of the designation of place of business and appointment of agent for service of process, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

1.28 PROCUREMENT RULES AND REGULATIONS

All formal projects advertised by the City are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City Contracting website, www.coloradosprings.gov/contracting. Any discrepancies or conflicting statements, decisions regarding irregularities, clauses or specifications will be rectified utilizing the City's Procurement Rules and Regulations. It is the Offeror's responsibility to advise the Contracts Specialist listed in these solicitation documents of any potential discrepancies, conflicting statements, clauses or specifications prior to the receipt date and time. Additionally, the City's Standard Specifications and General Provisions apply to all construction-related projects.

2. SECTION II

SCOPE OF WORK

2.1 SUMMARY OF INTENT

The City owns and operates the Colorado Springs Municipal Airport ("Airport"). The City is requesting proposals from qualified firms to provide general landscaping and grounds maintenance services and/or snow/ice removal services at the Airport. The City intends to award a contract to one or more Contractor(s) to provide services as described in Subsections 2.2, and/or 2.3 below. The contract(s) will be for management services, personnel, and equipment as may be required to perform general landscaping and grounds maintenance services and/or snow/ice removal services on behalf of and for the Airport.

2.2 GENERAL LANDSCAPING AND GROUNDS MAINTENANCE

- A. LANDSIDE LOCATIONS – see Appendix A for map(s) of areas listed below

Subject to all the terms and conditions of the contract, the following locations, shown on Appendix A attached to this RFP and incorporated here by reference, shall be maintained by operator;

Required:

- Terminal– all gardens & lawns in curb-side area(s)
- Staff parking lots
- General Aviation (GA) Areas as depicted on Appendix A
- All roadways as depicted in Appendix A, +10 feet from edge of roads

Optional:

- 2 large grass areas (97 & 127 Acres) between public and employee landside access roads

The City reserves the right throughout the term of the contract and at the City's sole discretion to remove or add location(s) and services as defined herein – Offeror's fees shall be renegotiated for any/all major modifications. Upon thirty (30) days written notification by the City to Operator, and at the time of completion, any such modified, expanded, or additional location(s) shall be included within the contract. Material changes to locations shall be subject to good faith negotiation of adjustment to annual fee.

Operator shall furnish all labor, supervision, uniforms, materials, equipment and supplies necessary to provide general landscaping and grounds maintenance services in a first class manner within an approved operating budget. Operator shall pay from its own operating funds and within the approved operating budget, all necessary expenses incurred while providing general landscaping and grounds maintenance services.

- B. REQUIRED TASKS

Landscaping maintenance work includes, but is not limited to the following;

- **Mowing:** all turf shall be mowed, on average, every 7-10 days during the growing season to a height of 3 to 3.5 inches. During periods of excessive rain or drought, the mowing frequency may be allowed to change as to avoid turf damage.
- **Trimming:** string line trimming around trees, landscape beds, signs and other obstacles in the turf shall be performed with each mowing. String line trimming around sidewalks and curbs shall be performed with each mowing and or as needed to maintain a sharp edge between the concrete areas and the turf.
- **Clean-Up:** removal of all trash prior to mowing each time. Grass clippings shall be removed after each mowing prior to departure of Operator's employees from the premises. All trash and debris is to be removed from the property before Operator's employees' departure.
- **Plant & Bed Care:** landscaped beds shall be edged as often as required prior to mulching. Excess soil/turf shall be removed from the property and not allowed back into the bed.
- **Weeding:** weeding in mulched beds shall be performed every week or as needed to maintain a neat appearance. Physical weeding shall be the preferred method of unwanted plants in mulched beds (care taken to remove the root of these plants). Chemical control only as needed. Weeds in seams and cracks of sidewalks and curbs shall be sprayed with a broad-spectrum herbicide, as needed.
- **Placement Plant Materials:** plant materials that need replacing will be on an as needed basis. (At least 4 times annually).
- **Mulching:** previously mulched plant material shall be mulched using premium quality black dyed double shredded hardwood mulch once a year in spring. (This first 12 months the mulching is included in the preparation of the beds and added to as needed due to settlement). A defined 2" spade edging off all beds and a complete weed removal shall take place prior to installation of new mulch. No edging around trees (only mulch w/ string trimming). Mulch shall not exceed the edge of the defined bed line / tree circle.
- **Pruning:** trees / shrubs / plants shall be pruned to maintain a natural appearance of the species with removal of non-variegated stems, stray shoots, suckers, and dead/damaged/diseased wood in the spring after flowering or late summer (depending on specific species requirement), or whenever required to reduce an impediment or hazard.
- **Leaf Removal:** leaves shall be removed from the turf as required.
- **Tumbleweed Removal:** Tumbleweeds shall be removed/cleaned up as required.

C. HOURS OF OPERATION

Operator shall make its best effort to schedule work to ensure the lowest impact on incoming and outgoing passengers.

D. EQUIPMENT

All work proposed by the Operator must be accomplished using the Operator's owned and/or rented equipment.

All equipment must be rubber tired and equipped with adequate lights, including front headlights, rear taillights and stoplights, and roof mounted amber rotating beacon light.

All of the Operator's equipment shall be kept in good and safe operating condition and present a neat appearance. The Operator, at its cost, shall clean, maintain, and make easily identifiable, all its equipment as directed by the Airport.

All replacement, maintenance and repair costs related to the Operator's equipment shall be the sole responsibility of the Operator.

Operator must include a list of equipment with the proposal.

E. MATERIALS

Operator must include a description of proposed materials and approaches for required tasks listed above.

F. PRICING & COMPENSATION

Offeror shall submit pricing for mobilization, landscaping/grounds maintenance services, and materials.

The cost for mobilization shall include all time and materials necessary to mobilize personnel and equipment at the site.

The cost for landscaping and grounds maintenance services shall be the hourly cost after the operator has arrived at the site and shall include equipment and labor.

2.3 SNOW AND ICE REMOVAL SERVICES

A. LANDSIDE LOCATIONS – see Appendix B for map(s) of areas listed below

Subject to all the terms and conditions of the contract, the following locations, shown on Appendix B attached to this RFP and incorporated here by reference, shall be maintained by operator;

Required:

- Terminal– all roadways leading into main terminal area
- Staff parking lots (East & West – outside of the gates)
- All public and employee landside access roads
- A Total of 50 lane miles including optional area below (+/- based on offeror's bid/ability to maintain all roads) shall be maintained

Optional:

- General Aviation (GA) Areas and roadways as depicted on Appendix B (Approximately 5 lane miles)

The City reserves the right throughout the term of the contract and at the City's sole discretion to remove or add location(s) and services as defined herein. Upon thirty (30) days written notification by the City to Operator, and at the time of completion, any such modified, expanded, or additional location(s) shall be included within the contract. Material changes to locations shall be subject to good faith negotiation of adjustment to annual budgets.

Operator shall furnish all labor, supervision, uniforms, materials, equipment and supplies necessary to provide general landscaping and grounds maintenance services in a first class manner within an approved operating budget. Operator shall pay from its own operating funds and within the approved operating budget, all necessary expenses incurred while providing general landscaping and grounds maintenance services.

B. REQUIRED TASKS

Work will include, but is not limited to; clearing snow and ice from the parking lots and internal roads within the boundaries as shown on Appendix B. Work shall include plowing and applying deicing agents. The work is separated into Priority 1 and Priority 2 areas.

Deicing agents shall be applied during or immediately after snow removal. Although plowing may not be necessary until ¼ inch of accumulated snow, it will be necessary to use deicing agent in the parking areas and passenger drop off location(s) in order to keep them free from ice. Deicing agent shall be applied in an amount sufficient to keep them free from ice.

Snow shall be placed in areas that will prevent melt water from draining back onto cleared surfaces. The operator shall be responsible to repair any damage caused to parking areas, curbing, sidewalks and landscaping as a result of snow clearing / removal and deicing at their own expense.

Reasonable efforts shall be made to minimize the frequency of Snow and Ice Removal Operations. Snow and Ice Removal Operations is defined as a single visit for snow and ice removal purposes. It is the responsibility of the contractor to have noted and reviewed all potential obstructions on the property such as but not limited to curbs, hydrants, signs, landscaping and bollards.

Snow removal is to be performed after accumulation of one-quarter inch (¼") or more of snow and ice accumulation as reported by the National Weather Service Station.

In the event of a snowfall less than one-quarter inch of total accumulation, the Airport shall notify Operator as to the necessity of snow removal services. The Airport will determine conditions that will warrant a response to include but not limited to, drifting, icing, etc.

The Operator shall meet a Response Time of no more than one (1) hour from the time of notification. Response needs to be sufficient to maintain passable pavements and roads. Additional personnel and equipment may be required during heavy snow to maintain accessibility to facilities for tenant and air carrier operations.

C. HOURS OF OPERATION

Operator must be able to provide snow removal 24 hours per day, 7 days a week to accommodate Airport tenant needs, cargo and air carrier operations including holidays.

Operator shall use its best effort to remove snow in an efficient and prompt manner in accordance with the terms hereof so as not to delay operation of the Airport facilities.

D. EQUIPMENT

All work proposed by the Operator must be accomplished using the Operator's owned and/or rented equipment.

All equipment must be rubber tired and equipped with adequate lights, including front headlights, rear taillights and stoplights, and roof mounted amber rotating beacon light.

All of the Operator's equipment shall be kept in good and safe operating condition and present a neat appearance. The Operator, at its cost, shall clean, maintain, and make easily identifiable, all its equipment as directed by the Airport.

All replacement, maintenance and repair costs related to the Operator's equipment shall be the sole responsibility of the Operator.

Operator must include a list of equipment with the proposal. The list shall contain, at a minimum, two trucks with a 10' blade available for use.

E. MATERIALS

Anti-icing, and/or Deicing Agents:

- i. All sand, and chemical Anti-icing and/or Deicing Agents shall be supplied by the Airport, for use by the Operator

Operator must include a description of proposed materials and approaches for pre-treatment, anti-icing, and/or de-icing with the proposal. While pre-treatment and anti-icing are preferred methodologies, they are not required.

F. PRICING & COMPENSATION

Pricing for mobilization, snow removal, and materials shall be submitted by offeror.

The cost for mobilization shall include all time and materials necessary to mobilize personnel and equipment at the site.

The cost for Snow Plowing and/or Deicing shall be the hourly cost after the contractor has arrived at the site and shall include equipment and labor.

Material information and units shall be as determined by the offeror.

2.4 PERSONNEL OF OPERATOR(S)

A. PERSONNEL

Operator shall furnish sufficient adequately trained personnel, including qualified, competent, and experienced supervisory personnel necessary to provide listed services, and to meet all reasonable demands of the traveling public. All prospective employees shall be subjected to a background check and a pre-employment drug screening. Scheduling requirements of personnel may fluctuate based upon airline schedules, delays due to weather conditions, holidays and other occurrences, and Operator shall provide for addition or reduction of personnel as required by the Airport. The Airport shall endeavor to provide reasonable advance notice to Operator of all such changes in staffing or schedule requirements.

Operator and its officers, employees, agents, invitees and licensees shall at all times observe and obey all applicable rules and regulations of the Airport and shall not do or permit to be done anything on the Airport or work locations which might result in the creation or maintenance of a nuisance, or which might interfere with or delay the activities of the Airport, Airport operations, the general public or any other authorized users of the Airport.

B. EMPLOYMENT OF PERSONNEL

Operator shall establish appropriate procedures and controls so that services under the contract will not be performed by using any person who is not legally eligible for such employment under United States immigration laws. Failure to comply satisfactorily with this condition may cause the City to terminate the contract.

C. TRAINING

Operator shall employ only experienced and knowledgeable personnel to provide services agreed upon, and shall be responsible for providing all of its employees at the Airport with appropriate training.

2.5 PROJECT DIRECTION

Primary interface for Operator will be designated by the Director of Aviation.

2.6 INSURANCE REQUIREMENTS

Operator shall procure and maintain in full force and effect, at its own expense, during the entire term of contract Agreement, the following minimum insurance coverage(s):

CITY OF COLORADO SPRINGS

- A. Commercial General Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage per occurrence. Coverage shall include contractual, broad form property damage, products, personal injury, completed operations and contractors protective endorsements.
- B. Automobile Liability Insurance, Comprehensive Form, in the minimum amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage per occurrence for operation of motor vehicles on the Leased Premises. Coverage shall include all owned, non-owned and hired automobiles.
- D. Workers' Compensation and Employer's Liability Insurance, if applicable, in accordance with the provisions of Colorado law. The limit of such insurance coverage shall be in the amount required by state statute or the Workers' Compensation Act of Colorado. Workers' Compensation Insurance shall include occupational disease provisions covering any obligations of Lessee in accord with the provisions of the Workers' Compensation Act of Colorado. Workers' Compensation Insurance shall include occupational disease provisions covering any obligations of Lese in accord with the provisions of the Workers' Compensation Act of Colorado. Employer's Liability Insurance shall be held in an amount not less than
 - \$100,000 each accident
 - \$100,000 disease, each employee
 - \$500,000 aggregate

If Parking Operator sublets any service under the contract, Parking Operator shall require the subcontractor to provide the same coverage for the subcontractor and the subcontractor's employees.

If Operator does not meet the insurance requirements shown above for Commercial General Liability or Automobile Liability Insurance, umbrella/excess liability insurance must be carried in an amount sufficient to meet the minimum requirements.

The City shall be named as an additional insured under each such policy or policies of insurance required under this Agreement, except for Workers' Compensation and Employer's Liability Insurance, and said policy or policies shall include the separation of insured's condition.

A certificate or certificates evidencing such insurance coverage shall be filed with the Airport on or before commencement of the term of the contract and said certificate(s) shall provide that such insurance coverage will not be canceled or reduced without at least thirty (30) days prior written notice to the Airport (ten (10) days for non-payment of premium). At least ten (10) business days upon the expiration of said insurance policy or policies, a certificate showing that such insurance coverage has been renewed or extended shall be filed with the Airport. If such coverage is canceled or reduced, Operator shall within seven (7) business days of notice of cancellation or reduction, but in any event no more than fifteen (15) business days before the effective date of said cancellation or reduction, file with the Airport a certificate showing that the required insurance has been reinstated in full, or provided through another insurance company or companies. The certificate must be signed by the insurance company's authorized representative.

All policies of insurance shall be on the ACORD form or other form approved by the City with a company or companies reasonably satisfactory to the City.

At least thirty (30) days before the expiration of any then current policy of insurance, Operator will deliver to the City evidence that the insurance coverage will be renewed. Within fifteen (15) days after the date of written notice from insurer of cancellation or reduction in coverage, Operator will insure delivery to the City a policy or certificate of insurance reinstating or otherwise providing the required insurance. All policies will provide for at least thirty (30) days advance written notice (ten (10) days for non-payment of premium) to both Operator and the City of any insurer's intent to cancel or otherwise terminate or not renew a policy.

Operator's failure to provide and maintain the required insurance shall constitute a material breach of the contract, and in such event the City shall be entitled to exercise any and all rights and remedies under the contract and at law or in equity.

If any claim for damages is filed with Operator, or if any lawsuit is instituted against Operator, Operator will give

prompt and timely notice to the City, provided that claims and lawsuits subject to a legal notice are only those that arise out of, or are in any way connected with Operator 's operations or activities in regard to the Airport under the contract and that in any way, directly or indirectly, contingent or otherwise, affect or might reasonably affect the City. Notice will be deemed timely if given within fifteen (15) days following the date of receipt of a claim or fifteen (15) days following the date of service of process of a lawsuit. Accident or property damage claims in an amount less than Five Thousand Dollars (\$5,000) are excluded from the requirements of this.

The insurance required to be carried by Operator shall be primary, and any insurance held by the City is excess and non-contributory.

Should the amount of insurance required become inadequate during the term of the contract as determined by the City, Operator shall increase the amount of insurance to meet new minimum limits established by the City.

3. SECTION III 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 sixty (60) pages. We recommend that you include concise, but complete, information about your firm, emphasizing why you believe your firm to be uniquely qualified for this operation. Short listed firms, if applicable, may be required to make a formal, in person presentation to the selection committee. **A page shall be defined as 8-1/2" x 11", single sided with a minimum font size of 10.** The only exception to the 8-1/2" x 11" paper size is that the proposed project schedule can be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. The following listed Exhibits are not counted against the page limit:

- Exhibit 1 Proposal Certification
- Exhibit 2 Representations and Certifications
- Exhibit 2 Exceptions

In developing your proposal, please feel free to present options and variables to the scope while still meeting the minimum requirements of the solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

3.2 COVER LETTER

Cover letters shall be no more than one page.

3.3 PROPOSAL CERTIFICATION

Use Exhibit 1

3.4 COST PROPOSAL/BUDGET

- A. Submit your proposal amount for each year of the possible five (5) year term, with itemized justification. Note the lowest cost budget will not necessarily be considered the best.
- B. The City asks that Offerors prepare a budget based on their specific knowledge and experience of the expenses incurred in providing services to similar locations as described.

3.5 MANAGEMENT AND PERSONNEL STRUCTURE

- A. Proposed staffing of location(s) for all job categories including proposed minimum salary of each position. Quality of personnel is of critical importance in the City's decision-making process for awarding the contract. NOTE: Operator agrees to assign the specific staff presented in their proposal. If an employee leaves the company, an equally skilled person approved by the Airport will be assigned to the project within five (5) calendar days.
- B. Description of the management policies and practices that you would observe in your performance of

your obligations under the contract, including supervision and surveillance.

- C. A detailed description of the training program for all positions you propose as well as recurring training to encourage and enhance job performance and advancement.
- D. A description of your policy regarding wearing uniforms and identification badges and the general appearance and demeanor of your employees.

3.6 PROPOSED OPERATIONS/PROJECT UNDERSTANDING

- A. A detailed description of the operating procedures you propose to implement for the Airport.
- B. Your proposed procedures and schedules for all maintenance and services to be rendered by you at the Airport. This should include snow removal and sweeping of lots and sidewalks.
- C. An illustration of any creative cost-saving or management programs you would implement.

3.7 ADDED-VALUE PROPOSITION

Highlight any direct or indirect added-value measures to the Airport that would accompany your proposal. Examples could be, but are not limited to:

- A. Cross-training/utilization of staff
- B. Leveraging existing staff or equipment resources from other locations
- C. Staff scheduling and efficient use of part-time/seasonal employees

3.8 PAST EXPERIENCE/QUALIFICATIONS

- A. Describe the nature of your experience in the management of similar or other related facilities and state the number of employees you employ(ed) in such operations.
- B. Submit a list of the five (5) largest locations where you have provided proposed service(s) within the last five (5) consecutive years, giving the dates of operation for each location.
- C. Submit names, addresses, and telephone numbers for landlords or contract administrators for all of the operations you submit as references.
- D. Submit the name, location, and date of all contracts, if any, that have been terminated within the past five (5) years, for any reason, either voluntarily or involuntarily, prior to the expiration of their term, and list any judgments terminating management contracts by your firm within the past five (5) years.

3.9 FINANCIAL INFORMATION

A. Financial Statements

All Offerors must provide financial statements for their organizations for at least the last two (2) fiscal years. Included therein shall be information naming the principals, their addresses and telephone numbers and local and regional management personnel and their addresses and telephone numbers. The City reserves the right to confirm and request clarification of all information provided.

B. Surety Information

State whether you have ever had a bond or surety canceled or forfeited.

If so, state the name of the bonding company, date of cancellation or forfeiture, amount of bond, and reason for such cancellation or forfeiture. Provide information, including name of bonding company or reference, which indicates your ability to qualify for, obtain, and submit a performance bond to the City if you are awarded the contract.

C. Bankruptcy Information

State whether the organization, corporation, partnership, or principal owners of the organization have ever declared bankruptcy.

If so, give details including the date, case number, court jurisdiction, amount of liabilities, amount of assets, and status/resolution.

3.10 REFERENCES

Provide the names and locations of at least three (3) locations at which your company has conducted similar services and requirements. Specifically describe your company's experience in successfully completing similar projects. Also include a list of current clients and current projects the firm is presently working on. Provide names and contact information for each reference.

3.11 EXCEPTIONS

All Offerors must complete and return with their proposal an executed Exhibit 2. Exceptions are to be listed on Exhibit 2 in the space provided. All Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their proposal determined unacceptable.

3.12 OTHER RELEVANT INFORMATION

Offerors may submit other relevant information, which the Offeror feels would help in the evaluation of its proposal.

3.13 AIRPORT CONCESSION DISADVANTAGE BUSINESS ENTERPRISE (ACDBE)

The Airport encourages the use of small businesses to include ACDBE firms to reach the overall goal.

3.14 NON-DISCRIMINATION

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantages business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

4. SECTION V

EVALUATION PROCESS

An evaluation committee selected by the City will evaluate proposals submitted. The evaluation committee will use a point formula assigned to each criterion to determine the highest ranked firm during the evaluation process.

4.1 EVALUATION CRITERIA

The following criteria will be used in the evaluation of proposals. The criteria are listed in the order of importance:

- A. COST PROPOSAL/BUDGET
- B. PROJECT UNDERSTANDING
- C. ADDED VALUE PROPOSITION
- D. MANAGEMENT AND PERSONNEL STRUCTURE FOR PROPOSED OPERATIONS
- E. PAST EXPERIENCE/QUALIFICATIONS
- F. FINANCIAL INFORMATION

4.2 EVALUATION COMMITTEE

An evaluation committee will screen all proposals. Proposals submitted that do not meet the requirements of the RFP may be considered non-responsive and may not receive further consideration. Proposals will be ranked according to evaluation criteria, as outlined in the RFP. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the participating firms whose proposals are deemed to be unacceptable. Those Offerors submitting proposals deemed to be acceptable by the City will be evaluated by the evaluation committee and reviewed and ranked on a basis which would best serve the interests of the City based on the defined evaluation criteria. The evaluation committee may determine it necessary to require oral presentations or interviews with the "short listed" Offerors considered to be in the competitive range.

If oral presentations or interviews are conducted, they will also be scored. The evaluation committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. However, if it is deemed necessary to seek revisions to the proposals at the conclusion of the interviews, then all interviewed Offerors will be requested to submit revisions; and the revisions will be scored accordingly. The following factors, combined with original proposals, will be taken into consideration:

- Quality of presentation
- Responses to provided questions/clarifications
- Ability to respond to general questions
- Requested revisions (if applicable)

4.3 AWARD OF CONTRACT

The City reserves the right to award the contract(s) not necessarily to the firm with the most advantageous price, but to the firm that demonstrates the best ability to fulfill the requirements of this RFP. The City will select the most qualified firm, and contract(s) prepared by the City will be negotiated with the successful Offeror(s). In the event a contract cannot be negotiated with the top ranked firm, the City may enter into negotiations with the second highest ranked firm or the City may decide to call for new proposals. Immediately after the notice of award, the Offeror will begin planning in conjunction with the Airport to ensure fulfillment of all its obligations.

5. SECTION V

EXHIBITS/APPENDICES

5.1 LIST OF EXHIBITS/APPENDICES

- Exhibit 1 Proposal Certification
- Exhibit 2 Representations & Certifications
- Exhibit 3 Exceptions

Appendix A COS Landside Maintenance/landscape Areas Map

- A.1 – Terminal Areas
- A.2 – Public Roads/Staff Parking Lots – **Optional Area(s) shown here**
- A.3 – General Aviation Areas

Appendix B COS Landside Snow Removal Areas Map

- B.1 – Terminal Areas
- B.2 – Public Roads/Staff Parking Lots
- B.3 – General Aviation Areas – **Optional Area**

Appendix C Airline Arrivals/Departures Schedules

EXHIBIT 1 - PROPOSAL CERTIFICATION

1. Principal place of business:

Does Offeror have an established office or facility in Colorado Springs? Yes___ No___

If yes, indicate address below if different than Principal place of Business.

Colorado Springs facility - Year established_____

% of Services that will be provided from this location

_____%

2. ___ The ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Section 2.7 above. (It will be necessary that this certificate reflect the City of Colorado Springs as an additional insured as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an additional insured to all liability policies: Yes___ No___

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

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

Name: _____

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

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

3. ___ One (1) copy of the current financial statements. Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.

Provide a response to the following: Are any lawsuits; federal, state or local tax liens; or any potential claims or liabilities pending against you, the firm, or the officers of the firm at this time? Yes___ No___

If yes, provide details on a separate sheet and attach to your proposal.

4. ___ The completed and signed proposal. (Proposals must be identified according to the outline of this RFP document.) All required Exhibits are attached.

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

Offeror has delegated _____ as the Offeror's representative and contact for all questions or clarifications in regard to this proposal. Telephone # (____) _____ E-mail:_____.

EXHIBIT 2 REPRESENTATIONS AND CERTIFICATIONS

1. INSURANCE REQUIREMENTS

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

Initials for 1

2. ETHICS VIOLATIONS

- a) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this clause in its own operations and direct business relationships.
- b) When the Contractor has reasonable grounds to believe that a violation described in this clause may have occurred, the Contractor shall promptly report the possible violation to the City Contracts Specialist in writing.
- c) The Contractor must disclose with the signing of this Contract, the name of any officer, director, or agent who is also an employee of the City and any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor’s firm or any of its branches.
- d) In addition, the Contractor must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracts Specialist.
- e) The Contractor shall not engage in providing gifts, meals or other amenities to City employees. The right of the Contractor to proceed may be terminated by written notice issued by City Contracts Specialist if Contractor offered or gave a gratuity to an officer, official, or employee of the City and intended by the gratuity to obtain a contract or favorable treatment under a contract.
- f) The Contractor shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the contractor will properly compensate the City.
- g) The Contractor agrees to incorporate the substance of this clause in all subcontracts under this contract.

Initials for 2

3. ILLEGAL ALIENS

If Provider has any employees or subcontractors, Provider shall comply with § 8-17.5, C.R.S. regarding Illegal Aliens – Public Contracts for Services, and this section of this Agreement. 8-17.5-102 includes, in part, that:

- 1. Provider shall not:
 - a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
 - b. Enter into a contract with a subcontractor that fails to certify to Provider that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- 2. Provider has verified or attempted to verify that Provider does not employ any illegal aliens and, will participate in the E-Verify Program or State Department program in order to confirm eligibility of all employees who are newly hired to perform work under public contract for services.
- 3. Provider will not use E-Verify Program or State Department program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
- 4. If Provider obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Provider shall:
 - a. Notify the subcontractor and the City within three days that Provider has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice under 4.a., the subcontractor does not stop employing or contracting with the illegal alien. However, the Provider shall not terminate the contract with the subcontractor if during this three day period:
 - i. The subcontractor provides information which establishes that the subcontractor has not knowingly employed or contracted with an illegal alien, and
 - ii. The Provider will not employ the illegal aliens in the performance of any City contract.
- 5. Provider shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
- 6. If Provider violates this provision, the City may terminate the Agreement for a breach of contract. If the Agreement is terminated, the Provider shall be liable for actual and consequential damages.

Initials for 3

4. COOPERATION WITH OTHER CONTRACTORS

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

Initials for 4

5. INTERNET USE

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

Initials for 5

6. LITIGATION

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

Initials for 6

7. CONTRACTOR'S REGISTRATION INFORMATION

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

_____ Small Business

_____ Minority Owned Business/Small Disadvantaged Business

- _____ Woman Owned Business
- _____ Veteran Owned Business
- _____ Service-Disabled Veteran Owned Business
- _____ HUBZone Business

Initials for 7

8. CONTRACTOR PERSONNEL

5.2

- a) The Contractor shall appoint one of its key personnel as the "Authorized Representative" who shall have the power and authority to interface with the City and represent the Contractor in all administrative matters concerning this Contract, including without limitation such administrative matters as correction of problems modifications, and reduction of costs.
- b) The Authorized Representative shall be the person identified in the Contractor's Proposal, unless the Contractor provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracts Specialist from the Authorized Representative shall be deemed to have been received from the Contractor.
- c) The Contractor shall appoint a "Point of Contact" (POC) who shall be responsible for the day-to-day management and supervision of the contract performance. Before commencing the contract, the Contractor shall provide the City in writing with information regarding how to contact the POC including, for example, his or her name, telephone number, facsimile number, pager number, if any, address, and information relating to other means of communication.

The individual, _____ (Name)
 with position, _____ (Title)
 Can be reached at _____
 Work telephone number: _____
 Home telephone number: _____
 Cellular telephone number: _____
 E-mail address: _____

Initials for 8

9. CONTRACTOR'S ACCEPTANCE OF CREDIT CARD PAYMENT METHOD

The Contractor hereby accepts payment using the City's VISA card program. Contractor must submit any necessary paperwork that the City Contracts Specialist needs to complete and return.

Initials for 9

10. CONTRACTOR'S CERTIFICATION

The undersigned hereby affirms that:

- a) He/She is a duly authorized agent of the Contractor;
- b) He/She has read and agrees to the City's standard terms and conditions attached.
- c) The offer is presented in full compliance with the collusive prohibitions of the State of Colorado. The Contractor certifies that no employee of its firm has discussed, or compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.

- d) The Contractor certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Contractor in preparing its bid.
 - e) By submitting an offer the Contractor certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.
- I hereby certify that I am submitting the proposal based on my company's capabilities to provide quality products and/or services on time.

Initials for 10

11. CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:

- 1. The offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals
 - a. Are (), Are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - b. Have (), Have not (), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and
 - c. Are (), Are not () presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in any paragraphs above.
- 2. The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
- 3. The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace The awarded Contractor.

Initials for 11

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

The Contractor hereby agrees (if awarded a contract for this effort), that any changes to the scope of work, subsequent to the original contract signing, shall be generated in writing and an approval signature shall be obtained from the City Contracts Specialist prior to additional work performance.

Initials for 12

EXHIBIT 3 – EXCEPTIONS

Print the words "no exceptions"(here)_____ 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 Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may effect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their proposal determined unacceptable.

Company Name: _____

Address: _____
(City, State and Zip Code)

Federal Tax ID#: _____

PHONE: _____

FAX: _____

E-MAIL ADDRESS: _____

Authorized Signature: _____ Date: _____

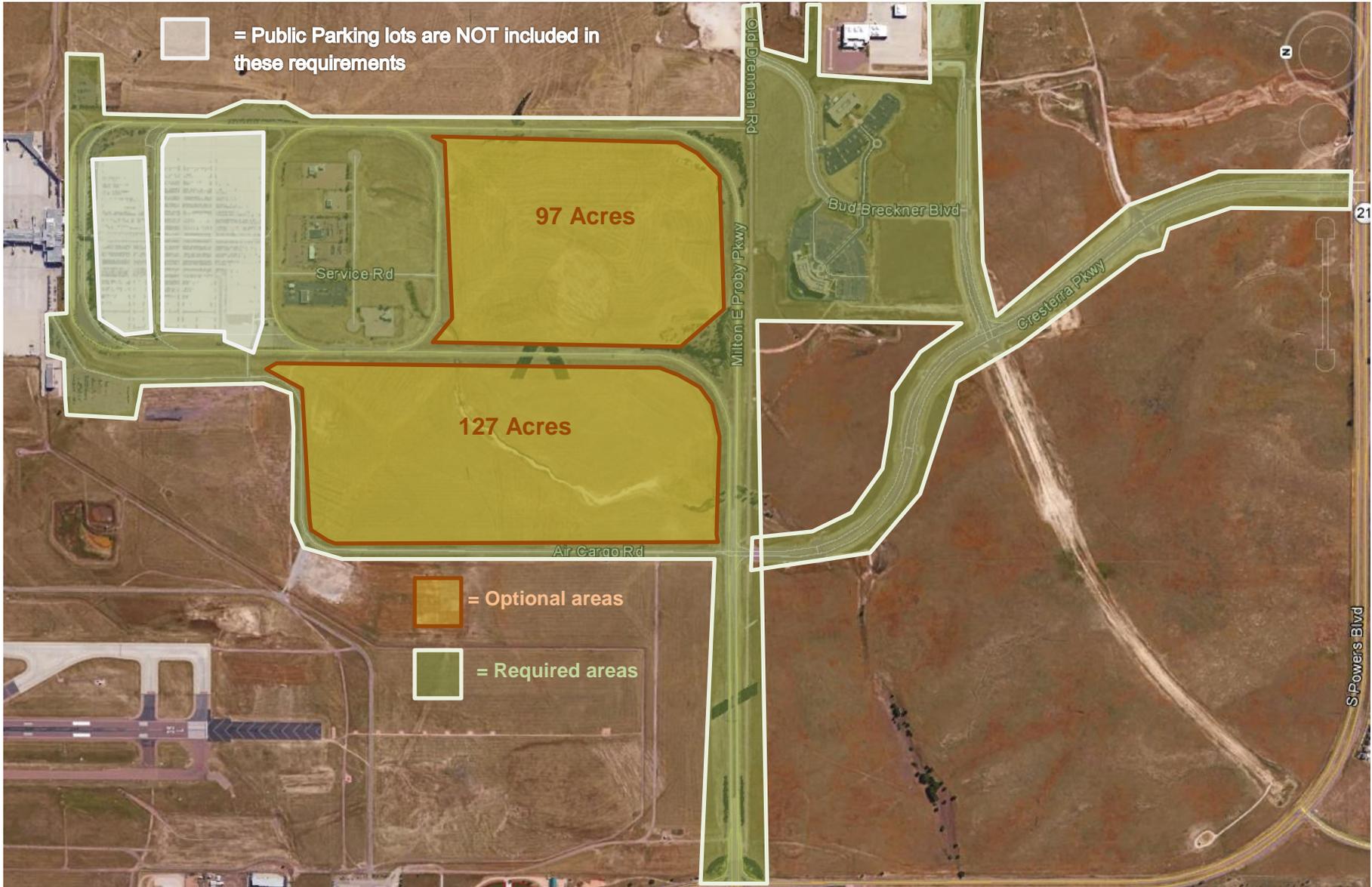
Printed Name/Title: _____

Return this form with your proposal.

5.4 APPENDIX A – COS LANDSIDE MAINTENANCE/LANDSCAPE AREAS MAP
A.1 – TERMINAL AREAS



5.4 APPENDIX A – COS LANDSIDE MAINTENANCE/LANDSCAPE AREAS MAP
A.2 – PUBLIC ROADS/STAFF PARKING LOTS



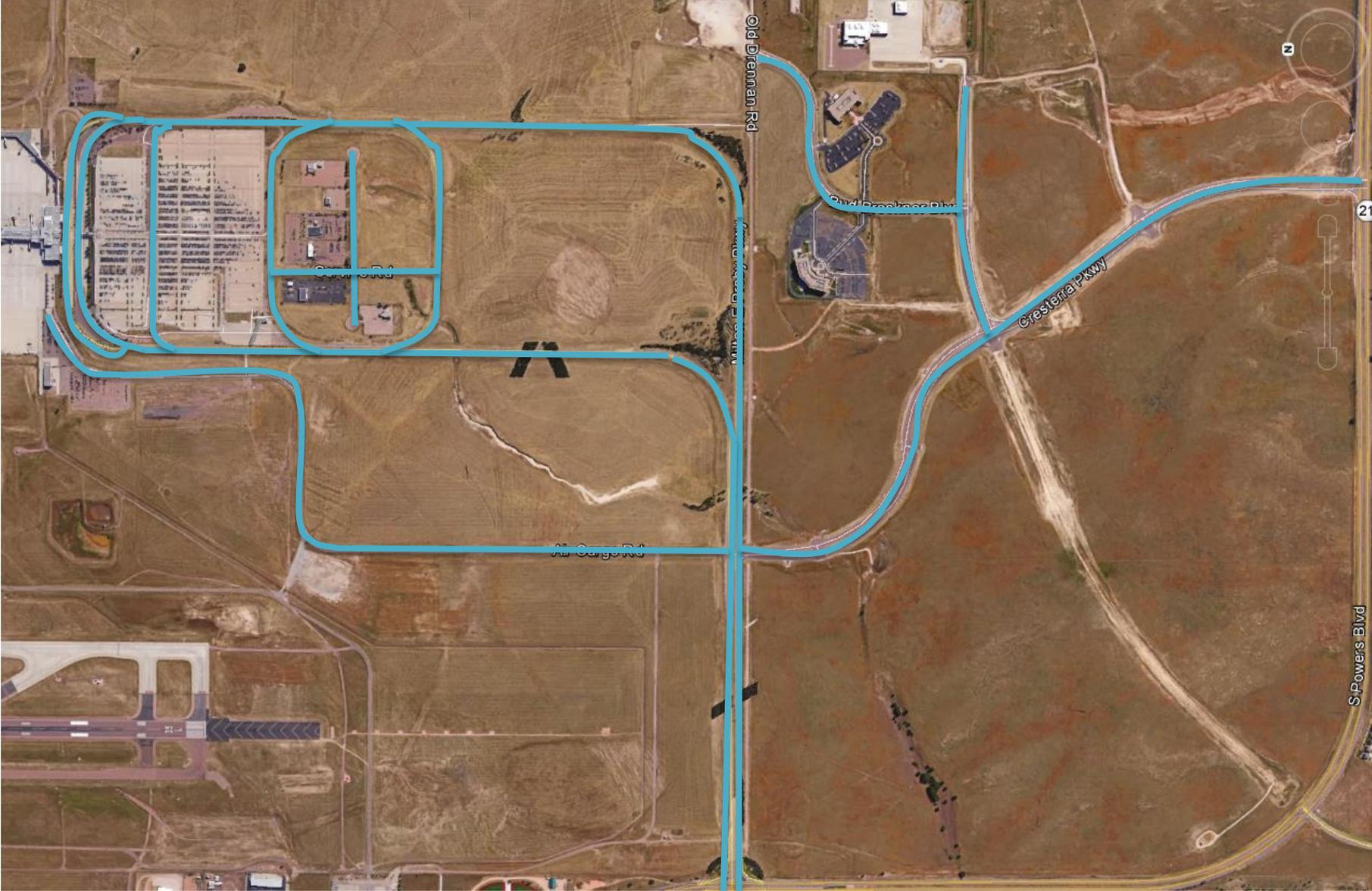
5.4 APPENDIX A – COS LANDSIDE MAINTENANCE/LANDSCAPE AREAS MAP
A.3 – WESTSIDE



5.4 APPENDIX B – COS LANDSIDE SNOW REMOVAL AREAS MAP
B.1 – TERMINAL AREAS



5.4 APPENDIX B – COS LANDSIDE SNOW REMOVAL AREAS MAP
B.2 – PUBLIC ROADS/STAFF PARKING LOTS



5.4 APPENDIX B – COS LANDSIDE SNOW REMOVAL AREAS MAP
B.3 – WESTSIDE

Optional – Approximately 5 lane miles of roadway



6.6 APPENDIX C – AIRLINE ARRIVAL/DEPARTURE SCHEDULE

ARRIVALS SCHEDULE (As of 7/01/2015)

Arrival Time	Airline	Origin	Aircraft Type	Seats
9:47 AM	Allegiant	LAS	M80	166
10:10 AM	American	DFW	M80	140
10:32 AM	United	IAH	ERJ	50
10:41 AM	United	DEN	ER4	50
11:03 AM	United	ORD	CR7	70
11:46 AM	United	LAX	E7W	76
11:59 AM	American	DFW	CR9	79
1:11 PM	Alaska	SEA	CR7	70
1:18 PM	United	DEN	DH4	71
2:54 PM	United	DEN	CR7	70
3:02 PM	American	DFW	M80	140
3:42 PM	Delta	SLC	CRJ	50
4:33 PM	United	IAH	CR7	70
5:27 PM	United	DEN	CRJ	50
6:24 PM	United	ORD	E7W	76
6:50 PM	United	DEN	CRJ	50
7:28 PM	Delta	ATL	738	160
7:29 PM	United	DEN	CR7	70
7:36 PM	American	DFW	M80	140
8:19 PM	United	DEN	CR7	70
8:59 PM	United	ORD	CR7	70
9:18 PM	United	LAX	E7W	76
9:29 PM	Allegiant	AZA	M80	166
9:48 PM	Delta	SLC	CRJ	50
10:39 PM	United	DEN	CR7	70
10:51 PM	American	DFW	M80	140
			TOTAL	2,290

CITY OF COLORADO SPRINGS

DEPARTURES SCHEDULE (As of 7/1/2015)

Departure Time	Airline	Destination	Aircraft Type	Seats
6:10 AM	American	DFW	M80	140
6:11 AM	United	IAH	CR7	70
6:20 AM	United	ORD	E7W	76
6:25 AM	Delta	ATL	738	160
6:30 AM	United	DEN	CR7	70
7:29 AM	United	LAX	CR7	70
7:45 AM	United	DEN	CRJ	50
7:59 AM	American	DFW	M80	140
8:00 AM	United	IAH	CR7	70
8:19 AM	United	DEN	CR7	70
8:25 AM	Delta	SLC	CRJ	50
9:07 AM	United	ORD	E7W	76
9:30 AM	United	DEN	CRJ	50
10:27 AM	Allegiant	LAS	M80	166
11:11 AM	United	DEN	ER4	50
11:20 AM	American	DFW	M80	140
11:21 AM	United	ORD	ERJ	50
11:43 AM	United	DEN	CR7	70
12:21 PM	United	LAX	E7W	76
12:39 PM	American	DFW	CR9	79
1:45 PM	Alaska	SEA	CR7	70
1:53 PM	United	DEN	DH4	71
3:29 PM	United	IAH	CR7	70
4:15 PM	American	DFW	M80	140
5:10 PM	United	DEN	CR7	70
5:40 PM	Delta	SLC	CRJ	50
10:09 PM	Allegiant	AZA	M80	166
			TOTAL	2,360