



REQUEST FOR PROPOSAL

Services

R19- 146 NS

Date issued: August 30, 2019

**FOOD AND BEVERAGE SERVICE
SKYVIEW SPORTS COMPLEX**

THE CITY OF COLORADO SPRINGS

The City of Colorado Springs requests proposals, as detailed in this Request for Proposal (RFP), for R19-146 NS Food and Beverage Concession Services for Skyview Sports Complex located at 2894 Resnick Drive, Colorado Springs CO 80916

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SECTION I – PROPOSAL INFORMATION

1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements. This RFP is available on Rocky Mountain E-Purchasing System (www.rockymountainbidsystem.com). All addenda or amendments shall be issued through the Rocky Mountain E-Purchasing System and may not be available through any other source.

1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is as follows:

<u>Event</u>	<u>Date</u>
Issue Request for Proposal	August 30, 2019
Pre-Proposal Conference	September 10, 2019 1:00 pm

We will hold a pre-proposal conference at Skyview Sports Complex, 2894 Resnick Drive. Please meet inside the restaurant. This meeting is not mandatory, however all Offerors are encouraged to attend.

Cut Off Date for Questions	September 18, 2019 10:00 am
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Questions about the RFP must be emailed in writing and directed to Nicole Spindler, at the following email address: Nicole.spindler@coloradosprings.gov. A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments. Questions must be received no later than Date.

DO NOT CONTACT ANY OTHER INDIVIDUAL AT THE CITY OF COLORADO SPRINGS REGARDING THIS SOLICITATION.

The only acceptable method of submitting questions is by email to the Contracting Specialist. Faxes or physical mail delivery are not acceptable.

Proposal Due Date	September 27, 2019 3:00 PM
Interviews (if applicable)	TBD October 2019

1.2 SUBMISSION OF PROPOSAL

Proposals are to be submitted to:
Nicole Spindler
City of Colorado Springs
City Hall
107 N. Nevada Ave, Suite 125 (south entrance)
Colorado Springs CO 80903

*******NO LATE OFFERS WILL BE ACCEPTED*******

Date/Time: Proposals shall be received on or before 3:00 PM, September 27, 2019.

Identification of Proposal:

Proposals shall be submitted in an envelope(s) or container(s) with the solicitation number, date for submission of offer and the Offeror’s name clearly marked on the outside of the envelope(s) or container(s).

RFP No. and Title: R19-146 NS Skyview Sports Complex Concession Services
Due Date: September 27, 2019 3:00 PM
Company:

Any offer that is submitted without being properly marked may be opened for identification prior to the deadline for receipt of proposals and then resealed.

1.3 NUMBER OF COPIES

Offerors shall submit **five (5)** hardcopies of the proposal documents. Offerors shall also submit one softcopy on CD or thumb drive. Upon submission, all proposal documents shall become and remain the property of the City of Colorado Springs.

1.4 SPECIAL TERMS

Please note the following definitions of terms as used herein:

The term “City” means the City of Colorado Springs.

The term “Contractor” or “Consultant” means the Offeror whose offer is accepted and is awarded the contract to provide the products or services specified in the RFP.

The term “Offer” means the proposal.

The term “Offeror” means the person, firm, or corporation that submits a formal proposal or offer and that may or may not be successful in being awarded the contract.

The term “Project” refers to R19-0146 NS Skyview Concession Services.

The term “Request for Proposal” or “RFP” means this solicitation of a formal, negotiable proposal/offer. Any offer that is accepted will be the offer that is deemed by the City of Colorado Springs to be most advantageous in terms of the criteria designated in the RFP.

1.5 RFP OBJECTIVE

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services. The Offeror may present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

All information included in proposals must be legible. Any and all corrections and or erasures must be initialed by Offeror. Each proposal shall be accompanied by a cover letter signed 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.

1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must include in bold letters the term “CONFIDENTIAL” on that part of the offer which 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 of Colorado Springs will be the sole judge as to whether a claim is acceptable. Decisions regarding the confidentiality of information will be made when requests are made to make the information public. All offers and parts of offers, which are not marked as confidential, will automatically be considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

1.7 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 issued to this RFP by returning a signed copy of each amendment issued. Signed

copies of each amendment must be received on or before the time set for receipt of offers.

The City of Colorado Springs will post all amendments on the Rocky Mountain E-Purchasing System (www.rockymountainbidsystem.com). It is the Offeror's responsibility to check the website for posted amendments or contact the Contracts Specialist listed to confirm the number of amendments which have been issued.

1.8 WITHDRAWAL OR MODIFICATION OF OFFERS

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer.

1.9 ACCEPTANCE

Any offer received and not withdrawn shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.

By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 90 calendar days from the date of submission deadline.

The City of Colorado Springs reserves the right (a) to reject any or all offers,(b) to waive informalities and minor irregularities in offers received, and/or (c) to accept any portion of an offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection of the offer for non-responsiveness.

1.10 PROPOSAL PREPARATION COST

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

1.11 AWARD

The City of Colorado Springs intends to make an award using the evaluation criteria listed in this RFP to determine the best value, considering all factors and criteria in the proposals submitted. Best value means the expected outcome of an acquisition that, in the City's estimation, provides the greatest overall benefit in response to the requirements detailed in the RFP. The City of Colorado Springs reserves the right to reject any or all offers and to not make an award.

1.12 PERFORMANCE PERIOD

The performance period of any contract awarded as a result of this RFP is anticipated to be as follows.

Base Year: January 1, 2020 – December 31, 2020

Option Year 1: January 1, 2021 – December 31, 2021

Option Year 2: January 1, 2022 – December 31, 2022

Option Year 3: January 1, 2023 – December 31, 2023

Option Year 4: January 1, 2024 – December 31, 2024

1.13 DEBRIEFING

Offerors not selected may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their proposal upon receipt of notification that their offer was not selected.

A debriefing may be scheduled by contacting the Contracts Specialist listed above. The Contracts Specialist must receive a written request for debriefing no later than ten (10) calendar days after issuance of a notification that the Offeror's offer was not selected.

1.14 SUBSTANTIVE PROPOSALS

By responding to this RFP, the Offeror certifies (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 offerors to put in a false or sham proposal; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing an offer or proposal; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other offerors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations.

1.15 OFFEROR'S QUALIFICATIONS

Each Offeror must complete Exhibit 6 – Qualification Statement.

No contract will be awarded to any Offeror who is in arrears to the City, upon any debt or contract, or who is in default, in any capacity, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City based on past performance.

1.16 NON-COLORADO ENTITIES

If Offeror is a foreign entity, Offeror shall comply with C.R.S. section 7-90-801, "Authority to transact business or conduct activities required," and section 7-90-802, "Consequences of transacting business or conducting activities without authority."

Before or at the time that the contract is awarded to an entity organized or operating 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 of Colorado Springs 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. The entity shall also provide the City with a certified copy of the designation of place of business and appointment of agent for service of process from the Colorado Secretary of State, 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.

1.17 PROCUREMENT RULES AND REGULATIONS

All projects advertised by the City of Colorado Springs 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 website www.coloradosprings.gov. The Contracts Specialist may also provide a softcopy of the Rules and Regulations upon request. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations, when applicable. It is the Offeror's responsibility to advise the Contracts Specialist listed in this RFP of any perceived discrepancies prior to the date and time the offer is due.

1.18 FAIR TREATMENT OF OFFERORS

The City Procurement Services Division shall be responsible for ensuring the procurement of products, commodities, and services are in a manner that affords all responsible businesses a fair and equal opportunity to compete. If an Offeror believes that a procurement is not conducted in a fair and equitable manner, the Offeror is encouraged to inform the City Procurement Services Manager as soon as possible.

1.19 ORDER OF PRECEDENCE

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

- (a) Sections I-IV of this Solicitation
- (b) Statement of Work
- (c) Other Appendices, Schedules, Exhibits, or Attachments

1.20 RESERVED

1.21 INTERPRETATION OF PLANS AND SPECIFICATIONS

Any change to proposal forms, plans, or specifications prior to the opening of proposals will be issued by the City in the form of an Amendment. Certain individuals may be named in the RFP that have authority to provide information, clarification or interpretation to Offerors prior to opening of proposals. Information obtained from persons other than those named individuals is invalid and shall not be used for proposal purposes.

1.22 COMBINATION OR CONDITIONAL PROPOSALS

If an RFP is issued for projects in combination and separately, the Offeror may submit proposals either on the combination or on separate units of the combination. The City reserves the right to make awards on combination or separate proposals to the advantage of the City. Combination proposals will be considered, only when specified.

1.23 ANTI-COLLUSION AFFIDAVIT

The Offeror by signing their proposal submitted to the City is certifying that the Offeror has not participated in any collusion or taken any action in restraint of free competitive bidding. This statement may also be in the form of an affidavit provided by the City and signed by the Offeror. The original of the signed anti-collusion affidavit, if separately required and provided with the RFP, shall be submitted with the proposal. The proposal will be rejected if it does not contain the completed anti-collusion affidavit.

1.24 INSURANCE AND SURETY REQUIREMENTS

Concessionaire shall take out and maintain during the period of this Agreement, Colorado Worker's Compensation Insurance for Concessionaire and all employees of Concessionaire (See Exhibit 4). If any service is sublet by Concessionaire, the Concessionaire shall require the subcontractor to provide the same coverage for the subcontractor and subcontractor's employees. Worker's Compensation Insurance shall include occupational disease provisions covering

any obligations of the Concessionaire in accordance with the provisions of the Worker's Compensation Act of Colorado.

The concessionaire shall furnish a good and sufficient Stand-by Letter of Credit at any local bank for the faithful performance of all conditions of this Agreement and the return of the Concession Area and City equipment in good condition as required by this agreement. This Letter of Credit shall be in an amount of not less than Ten Thousand Dollars (\$10,000.00). If Concessionaire cannot secure a Letter of Credit, the City may accept a Concessionaire's Bond or Performance Bond (Schedule E) in the same amount. Any and all surety forms must be approved by the City Attorney. Said surety shall also be subject to the liquidated damages provision of this Agreement.

SECTION II – PROPOSAL CONTENT

2.0 PROPOSAL CONTENT

Section II provides instructions regarding the format and content required for proposals submitted in response to this solicitation.

2.1 PROPOSAL FORMAT

Offeror's written proposal should include concise, but complete, information, emphasizing why the Offeror is best or best qualified to provide the required services. The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than twenty-five (25) pages. **A page shall be defined as 8-1/2" x 11"; single sided, with one inch margins, and a minimum font of Times New Roman 10.** The only exception to the 8-1/2" x 11" paper size is the proposed project schedule. It may be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. Each section of the proposal should be labeled to clearly follow the requirements sections identified in this section of the RFP. The following listed Exhibits must be filled out and returned with the proposal and are not counted against the page limit:

- Exhibit 1 Proposal Certification
- Exhibit 3 Exceptions
- Exhibit 4 Minimum Insurance Requirements Checklist
- Exhibit 6 Qualification Statement
- Exhibit 8 Balance Sheet

2.2 COVER LETTER

The cover letter shall be no more than three pages. The cover letter shall contain at least the following information.

- A. RFP Number and Project Name.
- B. Statement that the Offeror is qualified to perform the work.
- C. Certification Statement that the information and data submitted are true and complete to the best knowledge of the individual signing the letter.
- D. Name, telephone number, email address, and physical address of the individual to contact regarding the proposal.
- E. The signature of an authorized principal, partner, or officer of the Offeror.

2.3 PROPOSAL CERTIFICATION

The Offeror must fill out and submit Exhibit 1 with its Proposal.

2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

The Offeror must provide a brief history and overview of its company and its organizational structure, with special emphasis on how this project will fit within that structure. Also include principal place of business location(s), office locations, size of firm, and financial stability (annual public reports or private financial statements shall be included in an appendix or under separate cover; private financial information will be kept confidential by the City).

2.5 OPERATIONAL EXPERTISE

In order to evaluate the depth of your operational expertise, please provide information on the following areas: Standards of performance or samples of the following: a) Quality control plan for food preparation and service b) Training c) Personnel Policies and Procedures d) Purchasing procedures e) Financial reporting to the client

2.6 PRICE AREA

The City of Colorado Springs is providing the space, initial equipment, furnishings and utilities for the cafeteria operation and expects the Food Service Contractor to be able to make a fair profit in this endeavor. On the other hand, the City will not subsidize the Food Service operation, and would favor an approach that allows the City some potential return on their investment in the facility. You are encouraged to provide, based on "a remuneration/incentive fee" type of approach, a proposal where you earn a minimum set fee and "share" earnings with the City. Additionally, you may wish to propose an alternate approach that you feel would be attractive to the City.

Price of food and beverages for customers should be also be addressed. Please delineate a system whereby the City will have the opportunity to review the necessity for any proposed price changes over the course of the contract.

- a. Please provide a sample 30 day menu
- b. Please provide pricing for the menu items based on the following two sets of criteria
 - i. Remuneration/Incentive Fee type of Contract
 - ii. Any other contractual basis that you are proposing.

Financial Resources will be evaluated to ensure that full and proper performance of the contract.

2.7 PAST PERFORMANCE/RELEVANT EXPERIENCE

Provide a brief history and overview of your organization and its structure, with special emphasis on how this project will fit within that structure. Provide the names and locations of at least one (3) locations at which your organization has

conducted similar services along with specific individuals (please include name, title, email address, and phone number) whom we may contact for references and discussions, as appropriate.

2.8 MANAGEMENT PLAN NARRATIVE

In written form, outline the financial arrangement you propose for this contract. Please be detailed and specific, particularly with regard to proposed fees, shortfall responsibilities, profit splits, and General and Administrative Overhead expenses. If you are proposing more than one scenario, provide a complete narrative for each approach.

The evaluation team will review merchandising/creativity: evidenced ability to provide and creatively promote a quality food service program for staff and visitors, as well as creative incentives for forming a long term relationship with the City.

2.9 MANAGEMENT PLAN FOR PERSONNEL

Quality of personnel is of critical importance in the City of Colorado Springs' decision-making process for awarding this contract. In this section, please submit the following information:

Brief resumes of key personnel assigned to critical positions. If candidates have not yet been identified, please submit a description of the basic qualifications such a person should have.

The evaluation team will evaluate the proposed staff size, availability, and experience to staff this concession.

2.10 PROPOSAL PRESENTATION

Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

2.11 EXCEPTIONS

All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

2.12 INSURANCE REQUIREMENTS

All Offerors must complete Exhibit 4, Minimum Insurance Requirements and return with their proposal. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.

SECTION III – EVALUATION FACTORS

3.1 EVALUATION AND AWARD

Section III provides information regarding evaluation criteria and scoring. It also includes information regarding proposal selection and award of the resultant contract.

3.2 EVALUATION CRITERIA

3.1.1 OPERATIONAL EXPERTISE

See Section II - Item 2.5.

3.1.2 POTENTIAL REVENUE TO THE CITY- FINANCIAL PROPOSAL

See Section II - Item 2.6

3.1.3 PAST PERFORMANCE

See Section II - Item 2.7

3.1.4 MANAGEMENT PLAN NARRATIVE

See Section II – Item 2.8 and 2.9

3.1.6 PROPOSAL PRESENTATION AREA

See Section II – Item 2.10

3.1.7 EXCEPTIONS AND INSURANCE

See Section II – Items 2.11 and 2.12

3.3 RANKING

A. The order of ranking or importance in the evaluation shall be as follows:

- First: Operational Expertise
- Second: Financial Proposal
- Third: Past Performance
- Fourth: Management Plan
- Fifth: Proposal Presentation Area
- Sixth: Exceptions and Insurance

3.4 SELECTION COMMITTEE

A selection committee will review all proposals. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the Offerors whose proposals are deemed to be unacceptable. Those Offerors offering proposals deemed to be acceptable by the City will be evaluated and scored by the selection committee. This scoring will determine which Offerors are considered to be in the competitive range and may be the basis for an award decision without further steps.

If the selection committee elects not to award based upon evaluation scoring, it may engage in a forced elimination process. To inform this process, it may require oral presentations or interviews with the Offerors considered to be in the competitive range. If oral presentations or interviews are conducted, they may also be scored, or they may simply be considered as information supporting the forced elimination process. The selection committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. The intent of the forced elimination process is to reach consensus. The decision will be based on all relevant factors, and based upon perception of best value. The final decision may or may not exactly reflect scoring ranking.

The City also reserves the right to request best and final offers from all Offerors at any point in the proposal evaluation process.

3.5 AWARD OF CONTRACT

It is anticipated that there will be negotiations or discussions with Offerors. However, the City reserves the right to award without negotiations or discussions. The City also reserves the right to award a contract not necessarily or merely to the Offeror with the most advantageous price. The City intends to award to the Offeror that demonstrates the best value to the City and the most substantiated ability to fulfill the requirements contained in this Request for Proposal. A contract prepared by the City will be finalized and/or negotiated with the successful Offeror. In the event a contract cannot be negotiated with the top ranked Offeror, the City may enter into negotiations with the second highest ranked Offeror, or the City may decide to call for new proposals. Immediately after the notice of award, the successful Offeror will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to ensure fulfillment of all its obligations. The successful Offeror may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

SECTION IV – SPECIAL CONTRACT TERMS AND CONDITIONS

SPECIAL CONTRACT TERMS AND CONDITIONS/SPECIAL SOLICITATION PROVISIONS

In addition to the special contract terms and conditions listed below, the City's sample contract, see Exhibit 2, contains contract terms and conditions.

INDEPENDENT CONTRACTOR

In the performance of Concessionaire's obligations under this Agreement, it is understood, acknowledged and agreed between the parties that concessionaire is at all times acting and performing as an Independent Contractor, and the City shall neither have nor exercise any control or direction over the manner and means by which Concessionaire performs Concessionaire's obligations under this Agreement, except as otherwise stated within the Agreement terms. Concessionaire understands and agrees that the Concessionaire and Concessionaire's employees. Concessionaire shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to Concessionaire or any of Concessionaire's employees, agents, servants or other personnel performing services or work under this Agreement, whether it be of a direct or indirect nature. Further, in that regard, it is expressly understood and agreed that for such purposes neither Concessionaire nor Concessionaire's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

MAINTENANCE OF THE CONCESSION AREA

1. Unless otherwise stated in this Agreement, all major maintenance and repairs to the Concession Area facilities, including plumbing, water sewer lines, and electrical lines, shall be the responsibility of the City; provided however, that any maintenance or repairs, regardless of cost, necessitated by the negligence or intentional acts of the Concessionaire shall be the responsibility of the Concessionaire. It is expressly agreed that the City is not responsible for any loss to the Concessionaire due to equipment or systems' failure.
2. The Concessionaire shall institute and provide a written maintenance program to insure that all concession area facilities and equipment is kept in proper repair and working order. Maintenance and repair of concession area equipment, fixtures and appliances shall be the responsibility of the concessionaire.
3. Daily cleaning of the concession areas and bathrooms located in upper level near lounge area and the dumping of trash and other debris into trash dumpsters is the responsibility of the Concessionaire. Concessionaire shall keep the concession area and any other areas used or occupied by Concessionaire free and clear of broken glass, debris, garbage and spills. Concessionaire shall not empty any wastewater or other fluids upon any surfaced or improved area, except that Concessionaire shall keep all surfaces clean in a safe and sanitary manner. All tables, chairs and any surfaces used for the preparation, display, or consumption of foods or beverages shall be kept clean at all times.

CONCESSIONAIRE'S CONDUCT

1. Concessionaire shall conduct the privilege herein granted without infringement upon the rights of others; Concessionaire shall not engage in any sales or activities in or around the public facility in which the Concession Area is located other than those sales or activities expressly stipulated in this Agreement. Concessionaire shall confine Concessionaire's operations to the Concession Area described herein and shall cooperate at all times so as not to interfere with the performance of any event within the public facility, and shall not permit unnecessary noise or annoyance to others within the public facility.
2. Concessionaire shall not display signs, menus, or other advertising matter of any kind within or outside of the concession area without the prior written permission of the City. Concessionaire shall not paint any logos, etc. on the walls, tables, etc.
3. Concessionaire shall employ and compensate all of Concessionaire's employees or other help. Concessionaire shall ensure that Concessionaire's personnel are clean, and are wearing clean clothing. Concessionaire shall ensure that Concessionaire's personnel are courteous to the public, patrons and all other persons.
4. All employees or other personnel of Concessionaire working on City property shall be of lawful working age. Concessionaire shall comply with all Federal, state and local labor and employment laws, and all personnel of the Concessionaire shall be competent to do the work assigned to them by Concessionaire.
5. Concessionaire shall be present in the Concession Area to provide personal supervision during all times that the concession is open. Concessionaire may, in lieu of Concessionaire's personal presence, name to the City in writing a Concession Manager and an Assistant Concession Manager to provide personal supervision of the Concession. In any event, the Concessionaire, Concession Manager, or Assistant Concession Manager shall be present to provide personal supervision of the Concession during all times that the Concession is open.

INSPECTION OF CONCESSION AREA

The City retains the right of entry into, and inspection of, the Concession Area at all times. The City's representative shall have the right to condemn and order the removal of any product, item, or foodstuff stored or displayed by Concessionaire which the City deems in its sole discretion, to be a hazard or danger to the health, safety or welfare of the public. Concessionaire shall promptly comply with any order of removal, and shall notify the City promptly of any dangerous condition in the Concession Area.

USE OF CONCESSION AREA

1. Except as otherwise stated in this Agreement, Concessionaire shall make no alteration, change, or remodeling of the Concession Area without the prior written permission of the City. Prior to performing any such work under this Agreement, Concessionaire shall obtain all necessary licenses or other permits, and shall pay all fees and taxes as may be required by law.
2. Concessionaire shall comply with all safety standards in the use of the Concession Area. Concessionaire shall insure that all electrical usage, on site storage, and other use is performed in a safe manner.

3. Concessionaire shall secure and lock the Concession Area when it is not in use and occupied by Concessionaire or Concessionaire's personnel. Heating utensils, hot plates and other heat hazards shall not be left on unless Concessionaire or an employee of Concessionaire is present in the Concessionaire Area.

ADA CONSIDERATIONS AND REQUIREMENTS

Title II of the ADA applies to State and local government entities, subtitle A, protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities provided by State and local government entities. Title II extends the prohibition on discrimination established by section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, to all activities of State and local governments regardless of whether these entities receive Federal financial assistance.

An overarching concept of the ADA is to provide equal access to persons with disabilities. To this end we need to make sure our purchases allow for accessible design and effective communication.

To achieve this we wish to highlight procurement requirements effective immediately in purchase areas that can be easily overlooked.

- 1) Videos for public dissemination must be captioned. This non-inclusive list could include training program videos for the public, for web content or even a museum setting. The question to ask – Is this being purchased to enhance or augment a public program, service or activity?
- 2) Software Statement of Accessibility from the vendor is required for all purchases of software for programs the public will use.
A certificate of WCAG 2.0 (AA) or higher minimal compliance will be requested and required. In the alternative we can accept a certificate of 508 compliance. Typically these are going to be “plug in play” software programs for such things as vendor payments, customer service surveys and citizen requests.
- 3) Physical Built Feature Products in public areas must be accessible. The possibilities are too numerous to mention. The 2 biggest items of concern are dining/work surfaces and service counters.
 - a) Dining/work surfaces (includes computer desks and conference room tables) shall have at least 27” of under clearance and between 28-34” at the top of the surface.
 - b) Service counter areas must have at least 1 area that is no more than 36” high and 36” wide for a parallel approach or 36” high and 30” wide for a forward approach that provides proper knee and toe clearances. If in doubt please see the Office of Accessibility prior to purchase.

SECTION V – EXHIBITS

1.0 EXHIBITS

Exhibit 1	Proposal Certification
Exhibit 2	Sample Contract
Exhibit 3	Exceptions
Exhibit 4	Minimum Insurance Requirements
Exhibit 5	Statement of Work
Exhibit 6	Qualification Statement
Exhibit 7	Evaluation Scoresheet
Exhibit 8	Balance Sheet

EXHIBIT 1 PROPOSAL CERTIFICATION

Check or Mark the space after each number to indicate compliance.

1. _____ Address of Offeror’s Principal Place of Business:

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

Yes _____ No _____

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

Colorado Springs Facility - Year established _____

Address of Colorado Springs Facility:

Percent of Work to be Performed from Principal Place of Business? _____

Percent of Work to be Performed from Colorado Springs Facility? _____

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

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 _____

Provide 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. N/A Provide one (1) copy of current financial statements (if required). 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. Financial statements may be requested of shortlisted firms.

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

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

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

Telephone: (____) _____

Email: _____

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

(Name of Company)

(Signature)

(Address)

Date

(City, State and Zip)

(Telephone Number)

(Name typed/Printed)

(Title)

(E-Mail Address)

FEDERAL TAX ID # _____

This Company Is: Corporation ___ Individual ___ Partnership ___
LLC ___

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

AMENDMENT #1 _____ DATED: _____

AMENDMENT #2 _____ DATED: _____

AMENDMENT #3 _____ DATED: _____

Please Note the attached Representations and Certifications must be initialed by Offeror in the spaces provided and returned with this certification.

REPRESENTATIONS AND CERTIFICATIONS

Exhibit 1 Continued

1. INSURANCE REQUIREMENTS

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

Initials for 1

2. ETHICS VIOLATIONS

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

Initials for 2

3. ILLEGAL ALIENS

If Offeror has any employees or subcontractors, Offeror shall comply with § 8-17.5-101, et seq., 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. Offeror 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 Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
2. Offeror has verified or attempted to verify that Offeror 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. Offeror 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 Offeror 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 Offeror 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 such notice, the subcontractor does not stop employing or contracting with the illegal alien. However, the Offeror 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 Offeror will not employ the illegal aliens in the performance of any City contract.
5. Offeror 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 Offeror violates this provision, the City may terminate the contract for a breach of contract. If the Agreement is terminated, the Offeror 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 Offeror shall coordinate the work harmoniously with the other contractors or City personnel, if applicable.

Initials for 4

5. INTERNET USE

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

Initials for 5

6. LITIGATION

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

Initials for 6

7. CONTRACTOR'S REGISTRATION INFORMATION

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

- Large Business (i.e. do not qualify as a small business or non-profit)
- Nonprofit
- Small Business
- Minority Owned Business/Small Disadvantaged Business
- Woman Owned Business

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

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

Initials for 7

8. CONTRACTOR PERSONNEL

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

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. OFFEROR’S CERTIFICATION

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

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

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

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

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

Initials for 9

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

1. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals
 - 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 10

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

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

Initials for 11

12. CITY CONTRACTOR SAFETY PROGRAM

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

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

Initials for 12

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

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

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

Initials for 13

14. FRAUD, WASTE, AND ABUSE

Everyone has a duty to report any suspected unlawful act impacting the City of Colorado Springs operations and its enterprises. Anyone who becomes aware of the existence or apparent existence of fraud, waste, and abuse in City of Colorado Springs

is encouraged to report such matters to the City Auditor's Office in writing or on the telephone hotline 385-2387 (ADTR). Written correspondence can be mailed to:

City Auditor
P.O. Box 2241
Colorado Springs CO 80901

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

Initials for 14

Name of Company:

Federal Tax ID Number:

DUNS Number:

Principle Place of Business:

Signature of Authorized Representative

Printed Name:

Title:

Date:

EXHIBIT 2 SAMPLE CONTRACT ONLY (THESE CLAUSES MAY BE INSERTED INTO THE AWARDED CONTRACT)

SERVICES CONTRACT

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

1. INTRODUCTION

THIS TYPE CONTRACT ("Contract") is made and entered into this ___ day of _____, 2018 by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and _____ (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

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

The Contractor did on the ___ day of _____, 2018 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

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

2. COMPENSATION/CONSIDERATION

3. TERM OF CONTRACT

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

<u>Performance Period</u>	<u>Dates</u>	<u>Price</u>
---------------------------	--------------	--------------

Base Year:

Option Year One:

Option Year Two:

Option Year Three:

Option Year Four:

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

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

OR

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

4. INSURANCE

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

Further, Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future City comprehensive, self, or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contractor that will sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services which are to be provided by Contractor pursuant to this Contract, including protection from claims for bodily injury, death, property damage, and lost income. Contractor shall provide worker's compensation insurance coverage for Contractor and all Contractor personnel. Contractor shall file applicable insurance certificates with the City and shall also provide additional insurance as indicated in this Contract. ***A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF SERVICES LISTING THE CITY AS ADDITIONALLY INSURED.***

5. RESPONSIBILITY OF THE CONTRACTOR

- A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Scope of Work services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in services provided under this Contract to the satisfaction of the City.
- B. The City's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.
- C. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.
- D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

6. WORK OVERSIGHT

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

- B. If any of the work or services being performed does not conform with Contract requirements, the City may require the Contractor to perform the work or services again in conformity with Contract requirements, at no increase in Contract amount. When defects in work or services cannot be corrected by re-performance, the City may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce the Contract price to reflect the reduced value of the work or services performed.
- C. If the Contractor fails to promptly perform the defective work or services again or to take the necessary action to ensure future performance is in conformity with Contract requirements, the City may (1) by Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such work or service or (2) terminate the Contract for breach of contract.

7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

- A. Any subcontractor, outside associates, or other contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by the City. The Contractor shall obtain the City's Project Manager's written consent before making any substitution of these subcontractors, associates, or other contractors.
- B. The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of the Contract Documents, to be incorporated into all subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall provide clearly that there is no privity of contract between the City and the Contractor's subcontractors, outside associates, and other contractors.

8. KEY PERSONNEL

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

9. START AND CONTINUANCE OF WORK

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

10. APPROPRIATION OF FUNDS

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

11. CHANGES

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. The Contractor and the City further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any change which increases or decreases the Contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor is given a written change order describing the change in Contract completion date or the additional compensable work to be performed, and setting forth the amount of compensation to be paid, and such change order is signed by the authorized City representative, as defined

below. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

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

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

The Project Manager: Changes up to \$14,999.99

The City of Colorado Springs Chief of Staff: Changes up to \$499,999.99

The Mayor of the City of Colorado Springs: Unlimited

12. ASSIGNMENT

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

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

13. CHOICE OF LAW

This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado home rule city. Court venue and jurisdiction shall be exclusively in the Colorado District Court for El Paso County, Colorado. The Parties agree that the place of performance for this Contract is deemed to be in the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

14. WORKERS' COMPENSATION INSURANCE

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

15. INDEMNIFICATION

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

16. INDEPENDENT CONTRACTOR

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

17. APPLICABLE LAW AND LICENSES

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

18. PRIOR AGREEMENTS

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

19. RESERVED

20. WAIVERS

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

21. THIRD PARTIES

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

22. TERMINATION

A. Termination for Convenience.

By signing this Contract, Contractor represents that it is a sophisticated business and enters into the Contract voluntarily, has calculated all business risks associated with this Contract, and understands and assumes all risks of being terminated for convenience, whether such risks are known or not known. Contractor agrees that the City may terminate this Contract at any time for convenience of the City, upon written notice to the Contractor. Contractor expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and

nature if termination for convenience occurs before Contractor begins any work or portion of the work. Contractor further expressly agrees and assumes the risks that the City shall not be liable for any unperformed work, anticipated profits, overhead, mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature, if Contractor has started or performed portions of the Contract prior to receiving notice from the City. The City shall be liable only for the portions of work Contractor actually satisfactorily completed up to the point of the issuance of the Notice of Termination for convenience. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

B. Termination for Cause: The occurrence of any one or more of the following events (“Event of Default”) will justify termination for cause:

- i. Contractor’s failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.
- ii. Contractor’s disregard of the laws or regulations of any public body having jurisdiction.
- iii. Contractor’s disregard of the authority of Project Manager.
- iv. Contractor’s violation in any material provision of the Contract Documents.
- v. Contractor’s failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.
- vi. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or

any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) Calendar Days after it is filed.

vii. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.

viii. Contractor fails to commence correction of defective work or fails to correct defective work within a reasonable period of time after written notice.

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

Where Contractor's services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor or Surety then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by City will not release Contractor from liability.

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

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

23. BOOKS OF ACCOUNT AND AUDITING

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

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

24. ILLEGAL ALIENS

Illegal Aliens - Public Contracts for Services - Compliance with Title 8, Article 17.5, Colorado Revised Statutes: The Contractor acknowledges, understands, agrees, and certifies that: In the performance of any work or the provision of any services by the Contractor under this Contract, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract; or enter into a contract with any subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or under the subcontract to this Contract. The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this Contract, the Contractor does not knowingly employ or Contract with an illegal alien who will perform work under this Contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this Contract. The Contractor is expressly prohibited from using the e-verify program or Colorado

Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract are being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract for services knowingly employs or contracts with an illegal alien, the Contractor shall notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the Contract with the subcontractor if during the three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with any request by the City, federal government, or the Colorado Department of Labor and Employment made in the course of an investigation. If the Contractor violates or fails to comply with any provision of C.R.S. 8-17.5-101 et seq, the City may terminate this Contract for breach of contract. If this Contract is so terminated, the Contractor shall be liable for any actual and consequential damages to the City.

25. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

26. LABOR

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

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

27. GRATUITIES

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

- B. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.
- C. Contract termination under this provision shall constitute a breach of contract by the Contractor, and the Contractor shall be liable to the City for all costs of reletting the contract or completion of the project. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

28. NON-DISCRIMINATION

- A. In accord with section 24-34-402, C.R.S., the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. But, with regard to a disability, it is not a discriminatory or an unfair employment practice for an employer to take into consideration disability if there is no reasonable accommodation that the employer can make with regard to the disability, the disability actually disqualifies the person from the job, and the disability has a significant impact on the job. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.
- B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry.
- D. Contractor will cooperate with the City in using Contractor's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts or work under this Contract.

29. ORDER OF PRECEDENCE

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

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

30. HEADINGS

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

31. DISPUTES

- A. All administrative and contractual disputes arising from or related to this Contract shall be addressed in the following manner:
 - i. If either Party disputes or disagrees with a Contract term or the other Party's interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
 - ii. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.
 - iii. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
 - iv. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.
 - v. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation,

then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.

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

32. DELIVERY

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

33. PAYMENTS

Language to be determined dependent upon proposer's financial proposal.

All payments that may be due to the City shall be sent to the Project Manager identified in this Contract.

34. INSPECTION OF SERVICES

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

- A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during Contract performance and for as long afterwards as the Contract requires.

- C. The City has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The City will perform inspections and tests in a manner that will not unduly delay the work.
- D. If the City performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

35. SECURITY

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

36. TIME IS OF THE ESSENCE

In as much as the Contract concerns a needed or required service, the terms, conditions, and provisions of the Contract relating to the time of performance and completion of work are of the essence of this Contract. The Contractor shall begin work on the day specified and shall prosecute the work diligently so as to assure completion of the work within the number of calendar days or date specified, or the date to which the time for completion may have been extended.

37. EMPLOYMENT OF LABOR

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

38. RESERVED

39. SEVERABILITY

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

40. LIABILITY OF CITY EMPLOYEES

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

41. USE OF CITY NAME OR LOGO

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

42. TRAVEL

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

43. APPENDICES

The following Appendices are made a part of this Agreement:

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

CONTRACT SIGNATURE PAGE

The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this Contract, the Contractor does not knowingly employ or Contract with an illegal alien who will perform work under this Contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this Contract. The Contractor is expressly prohibited from using the e-verify program or Colorado Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract are being performed.

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

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

THE CITY OF COLORADO SPRINGS, COLORADO:

SECOND PARTY:	
SAMPLE CONTRACT ONLY	
Corporate Name	
DO NOT SIGN	
Signature	Date
Title	

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 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.

Company Name: _____

Address: _____
(City, State and Zip Code)

Authorized Signature: _____

Date: _____

Printed Name/Title: _____

Return this form with your Proposal.

EXHIBIT 4 MINIMUM INSURANCE REQUIREMENTS

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

1. Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations.
2. Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum
3. of \$1,000,000 each accident combined single limit.
4. Excess Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence.
5. Builders Risk or Installation Floater Insurance: Contractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property.
6. Professional Liability Insurance covering any damages caused by an error, omission or any negligent Acts with limits of not less than \$1,000,000 per occurrence and in the aggregate. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.
7. Pollution Legal Liability Insurance shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. Policy limits shall be no less than \$1,000,000 per loss with \$2,000,000 aggregate coverage.
8. Technology Errors and Omissions Liability including Network Security and Privacy Liability not less than \$3,000,000 per loss with a \$3,000,000 aggregate.
 - a. The policy shall provide a waiver of subrogation.
 - b. The insurance shall provide coverage for liability arising from theft, dissemination and/or use of confidential information stored or transmitted in electronic form.

- _____ c. Network Security Liability arising from the unauthorized access to, use of or tampering to gain access to your services including denial of service, unless caused by a mechanical or electrical failure
- d. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

9. _____ Employee Crime Coverage shall include employee dishonesty, forgery or alteration and computer fraud. If

Contractor is physically located on CITY premises, third party fidelity coverage extension shall apply.

The policy shall include coverage for all directors, officers, agents and employees of the Contractor. Coverage limit will be not less than \$1,000,000 per loss.

- a. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- b. The bond or policy shall not contain a condition requiring an arrest and conviction.

10. x Liquor Legal Liability Insurance: If the event producer is a business that manufactures, distributes, sells, or serves alcoholic beverages, and intends to serve or sell alcoholic beverages at an event, they must also submit a Certificate of Insurance providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy.

- a. If this event producer hires a vendor to serve or sell alcoholic beverages, rather than providing the alcohol themselves, they must submit a Certificate of Insurance from the vendor providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy.
- b. In either case, the minimum acceptable limit of liability per claim and aggregate is \$1,000,000. This requirement applies to the business or group which serves or sells the alcohol.

11. X All coverage furnished by contractor is primary, and that any insurance held by the City of Colorado Springs Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance

(Name of Company)

(Signature) (Date)

EXHIBIT 5 STATEMENT OF WORK FOR CONCESSIONAIRE SERVICES FOR SKYVIEW SPORTS COMPLEX

SUMMARY OF INTENT

The City of Colorado Springs Parks, Recreation and Cultural Services Department is seeking sealed proposals from firms interested in the Food and Beverage Concession at the Skyview Sports Complex located at 2894 Resnick Drive.

Concessionaires are encouraged to use their creativity in structuring a proposal that is consistent with your potential for profit and the City's needs.

Sports Complex Schedule:

Last scheduled event at Skyview is December 7 -8, 2019

1st Tournament January 25, 2020

Booked every weekend thereafter

Winter Softball League starts February 3, 2020

Spring Softball League Starts March 9, 2020

Summer Softball League starts May 4, 2020

Fall Softball League starts September 7, 2020

OBJECTIVES/ SCOPE

The City seeks competitive proposals from persons or firms interested in the management of the concession areas located at the Skyview Sports Complex.

PROGRAM OBJECTIVES

The successful Contractor will conduct the Food and Alcoholic Beverage Service program in a manner which best fulfills the following program objectives:

1. To provide a high quality, appetizing, appealing and nutritionally sound program for staff and visitors. Provision of health conscious selections, such as Health Mark, is encouraged.
2. To maintain reasonable and competitive prices.
3. To maintain a high level of staff/visitor satisfaction with the program.
4. To demonstrate environmental and energy awareness and responsibility by minimizing waste in any form.
5. To maintain a Food and Alcoholic Beverage Service program that is self-supporting and preferably revenue producing for the City.
6. To reach the highest possible participation level and show a reasonable increase throughout the year and from year-to-year.
7. To maintain professional appearance and conduct by all employees.
8. To maintain an attractive appearance and excellent sanitation of the facility and equipment, and to meet all applicable health agency standards.
9. To maintain good communication with customers, including program promotional material.
10. To maintain adequate accountability and financial reporting to the City of Colorado Springs, the selected firm will provide the City with all management personnel, technical support, training, food product, supplies, materials, systems, and effort

necessary to perform Food Service functions at a level of quality acceptable to the "City of Colorado Springs.

11. Pay all taxes assessed against Concessionaire's furnishings, equipment, or stocks of merchandise and supplies and shall obtain and pay for all permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at the Skyview Sports Complex.
12. Comply with all applicable federal, state, and local laws, regulations, and ordinances, liquor laws, etc., including the rules and regulations governing the use and operation of the Colorado Springs Parks, Recreation and Cultural Services Department.
13. Keep accurate records and books of account in order to submit monthly statements by the 25th of the month to the City for the previous month, including a yearly audit report prepared by an independent firm of certified public accountants. The City shall have the right to inspect books and records at any reasonable time. See Schedule C.
14. The City will ask that the vendor supply the City with monthly copies of purchase orders for the four highest product purchases, to include beer and soft drink purchases. Authorization is to be also given so City may verify volume of purchase with provider as to correlate to gross sales.
15. The City requires that the Bar area is open when 2 or more fields are scheduled for 2 or more hours consecutively.

PROJECT MANAGER

Primary interface of the selected contractor will be with the designated personnel from Parks, Recreation and Cultural Services.

PROPOSAL STRUCTURE

Concessionaires should structure their proposals to meet the following:

- A. A minimum of 8% of Gross Sales on all food and beverage sales, plus
- B. Rental payment of \$6000 per year, payable in monthly or quarterly installments. This is all inclusive for rent, utilities, and CIP.

Or

- C. Proposers may offer alternative compensation plans for operation of the concession providing the minimum requirements listed in Item A and B are met. Proposers should include a marketing strategy on how to attract business when the sports complex is not in use.

Proposers who exceed the minimum requirements will score higher in the evaluation.

The City reserves the right to change the term of the Concession Agreement at any time prior to awarding the bid to obtain the most advantageous proposal.

DESCRIPTION OF THE FACILITY

Included with this RFP is a copy of the equipment list. The pre-proposal meeting will be held at the site for concessionaires to view the facility.

DELIVERIES AND TRASH

All deliveries and trash pick-up for the Skyview Sports Complex will be handled through the service entrance located of the building. It will be the responsibility of the Food Service Contractor to transfer all Food Service-related trash contained in plastic bags, to the building's central trash pick-up area. The City will provide a dumpster and the pickup service for the contractor's use. The City has purchased Green trash cans for the complex that is the responsibility for the Concessionaire to empty and clean when needed.

KITCHEN

The kitchen for this facility is designed to provide for the full preparation of hot entrees, soups, sauces and cold items, as well as receiving and storage (dry and refrigerated/frozen) of all Food Service related products.

SEATING AREA

The dining area seats approximately 40 guests, and is furnished with tables and chairs.

RESPONSIBILITIES OF THE PARTIES

FOOD SERVICE MANAGEMENT COMPANIES RESPONSIBILITIES

Personnel and services provided must include, but are not necessarily limited to:

1. On-site custodial and sanitation of all building areas that house food storage, production, service, as shown on the enclosed drawing. These duties will include daily cleaning and sanitizing of the kitchen areas, to include floors including exterior dining areas, during and at the end of each serving period/shift, and occupational health and safety measures necessary to comply with Federal, State, and local laws, ordinances, and regulations pertaining thereto. The Contractor will adhere strictly to all pure food and drug regulations, health law, ordinances, and regulations as promulgated by the State of Colorado, City of Colorado Springs, and agencies having authority thereunder and will indemnify and hold the City, their employees, and agents harmless from all claims arising from Contractor's failure to adhere to such laws, rules and regulations. Housekeeping and sanitation programs must meet the highest standards of cleanliness. Contractor must submit a schedule for custodial and sanitation tasks listed in Schedule B.
2. Responsibility for gathering and containerizing trash and garbage generated by the provision of Food Service. The cleaning of sanitation areas around the trash containers is the responsibility of the Contractor.
3. Responsibility for the costs of maintaining first aid equipment and

- supplies in all production and service areas.
4. Maintaining and/or replacing all non-consumable and capital equipment will be the responsibility of the Contractor. Normal and customary wear and tear on City owned equipment excepted.
 5. Provision of its own office equipment.
 6. Provision for the transportation needs of management staff.
 7. Provision for the clerical support of management staff.
 8. Provision of regular accounting reports to the City showing the status of the program and the basis for Contractor compensation. The frequency and format of accounting reports will be determined as part of the negotiation of the Agreement. While audited financial statements will not be required, the City reserves the right to audit the Contractors books and records, at any time, With 48 hours notice.
 9. Provision of uniforms and name badges to all Contractor employees.
 10. Kitchen Equipment, Small wares and Supplies: The Contractor will provide a full complement of kitchen small wares and supplies necessary for the operation, including but not limited to cooks' knives, forks, and spoons, sauce pans, steam table pans in a variety of sizes, various specialty cooks' tools, cutting boards, etc. The Contractor will be expected to purchase all such items necessary to operate the facility. Additionally, the Contractor will be responsible for providing trays, and permanent ware. All such purchases of equipment, small wares or supplies for areas exposed to public view will require prior review and approval by the City.
 11. To be responsible for the scheduling of the cleaning and maintenance of all kitchen equipment, as required by local regulations.
 12. Will provide copies of maintenance/inspection reports to the City on a regular basis.
 13. Insurance as required by City
 14. The Contractor will schedule and pay for grease removal from the grease trap. Documentation must be provided when this task has been performed – minimum frequency of service – once a year.
 15. To properly obtain and legally administer a full service alcohol license for the premises. Candidates must complete and submit an application for the liquor license within 5 days of notification of award of contract. The application process is very intensive and will require a survey of the surrounding area. Candidates are strongly encouraged to obtain a copy of the application from the City Clerk's office, 30 S. Nevada, Suite 101, prior to submitting their proposal in order to address any concerns or issues before proposals are due. The cost for the application document is \$5. Only the successful concessionaire will be required to submit their completed application with the designated fee/s.
 16. CREDIT CARD ACCEPTANCE MANDATE IN ACCORDANCE TO LEGAL MINIMUM PURCHASE AMOUNT. Credit cards will be accepted requiring the mandated minimum limits. Concessionaire will not require

minimum purchases that exceed this amount to process credit card/debit card purchases.

17. Any outside security hired is strictly at the Food Service Management Company's expense. (As an example – a guard at the entrance gate checking bags or containers.)

18. A staff member from the Food Service Management Company must be present to accept and receive all deliveries. Keys for the facility will not be given to any outside food or beverage supplier/vendor. Lost keys are subject to fines.

19. Adherence to the following Building Closing Procedures to ensure building security:

- a. Lock food pass windows in concession area lower level.
- b. Lock all three (3) downstairs doors and check from outside to confirm that they are properly locked.
- c. Ensure that all lights and equipment is turned off in the lower level.
- d. Turn elevator key to the "OFF" position downstairs
- e. Lock all regular and sliding doors in the upper level and confirm from the outside they are properly locked.
- f. Turn off lights, signs, TV's and equipment in the upper level.
- g. Close and lock main drive thru gate and main walk thru gates at the end of the shift/night/day. (City site staff may lock the gates for the concessionaire, however, concessionaire must check to ensure that they are locked.)
- h. Due to extreme temperatures which may result in building damages, the heat must be maintained at a minimum temperature setting of 60 degrees. The upstairs restrooms doors are to be left open when not in use and upon closing.

20. Any and all adjustments to the existing site/set up must be approved in writing by the City "Food and Beverage liaison" before any action takes place. This will include adding any draft trailers, sheds, or structures not currently on site.

2.11.2 CITY OF COLORADO SPRINGS – RESPONSIBILITIES

The City will retain the following responsibilities:

1. Insure Building and City provided equipment.
2. Identify a City "Food and Beverage liaison" who will serve as the point of contact for all relations between the City and the Contractor.
3. Periodically review the operation of the Food Service program.
4. Conduct random/periodic inspections of the facility to ensure contract compliance and cleanliness.
5. Consult, coordinate and approve menu, portions, and prices of meals and snack items.
6. Be responsible for the costs and maintenance of insect and pest control in all Food Service, production, and storage areas. The Contractor will cooperate with the City to keep these costs to a minimum.

7. Pay for all utilities needed to operate the Food & Beverage Service (the Contractor will be expected to vigorously manage the cost of energy use).
8. Be responsible for building HVAC and electrical system maintenance, elevator, hood cleaning, and dumb waiter inspections.
9. Provide Dumpster and trash pickup.

2.14 PROVISION OF CAPITAL EQUIPMENT (CITY PROVIDED)

The City facility has a minimum equipped kitchen and dining facility. This includes all capital equipment, sinks, refrigeration, exhaust hoods serving counters tables, chairs, etc. An inventory will be taken jointly with the Contractor and the City representative prior to commencing work. All items will be listed on the inventory and damages noted. The contractor is responsible for the cost of replacing or repairing any damaged inventory that is considered beyond normal wear and tear.

EXHIBIT 6 – QUALIFICATION STATEMENT

**CITY OF COLORADO SPRINGS
QUALIFICATION STATEMENT**

This statement will provide information which will enable the City to evaluate the qualifications of your firm and staff with regard to the requirements of this Request for Proposal. Please complete this form in its entirety and submit it (in the number of copies requested) along with the other required proposal documents. If a request in the Qualification Statement is contained in the proposal, indicate the section in the proposal where that information can be found.

(PRINT)

FIRM NAME: _____
 ADDRESS: _____
 CITY STATE ZIP: _____
 AUTHORIZED REPRESENTATIVE: _____
 TITLE: _____
 AUTHORIZED SIGNATURE: _____
 PHONE: _____ FAX: _____
 E-MAIL ADDRESS: _____

1. TYPE OF BUSINESS

2. TYPE OF LICENSE & LOCATION

CORPORATION INDIVIDUAL
 PARTNERSHIP JOINT VENTURE
 OTHER: _____

3. TYPE OF SERVICE TO BE PROVIDED FOR RFP: _____

4. NUMBER OF YEARS IN BUSINESS: _____

5. ON A SEPARATE SHEET PROVIDE A BRIEF HISTORY OF YOUR FIRM, STAFF SIZE AND EXPERIENCE. SUBMIT A RESUME FOR THE PROJECT MANAGER AND EACH KEY PERSONNEL ASSIGNED TO THIS PROJECT.

6. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER: _____

7. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? YES NO IF "YES", EXPLAIN:

8. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONTRACT WITHIN THE LAST FIVE (5) YEARS? YES NO
 IF "YES", EXPLAIN:

RFP YR-NMNR QUALIFICATION STATEMENT – PAGE 2
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9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION? YES NO IF "YES", EXPLAIN:

10. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH ANY GOVERNMENT AGENCY? YES NO IF "YES", EXPLAIN TYPE, KIND, PLAINTIFF, DEFENDANT, ETC., AND STATE THE CURRENT STATUS:

11. BANK REFERENCE: _____
ADDRESS: _____
CONTACT: _____ PHONE: _____

12. LIST THREE (3) SIMILAR PROJECTS (LOCAL OR STATE-WIDE) **FROM LAST FIVE (5) YEARS**-INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT), CONTACT NAME, ADDRESS, TELEPHONE NUMBERS
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contract Address: _____
Contact telephone and FAX Numbers: _____
2. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name: _____
Contract Address: _____
Contact telephone and FAX Numbers: _____
3. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name: _____
Contract Address: _____
Contact telephone and FAX Numbers: _____

13. LIST **CURRENT** SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT- INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT) CONTACT NAME, ADDRESS, TELEPHONE NUMBERS.
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contract Address: _____

Contact telephone and FAX Numbers: _____

- 2. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contact Address: _____
Contact telephone and FAX Numbers: _____

- 3. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contact Address: _____
Contact telephone and FAX Numbers: _____

**14. LIST OF SUB-CONTRACTORS TO BE USED FOR THIS PROJECT:
(INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF WORK)**

- 1. Name: _____
Address: _____
Telephone Number: _____
Type of Work: _____
- 2. Name: _____
Address: _____
Telephone Number: _____
Type of Work: _____
- 3. Name: _____
Address: _____
Telephone Number: _____
Type of Work: _____

IF ADDITIONAL INFORMATION IS PROVIDED ON A SEPARATE SHEET FOR ANY OF THE ITEMS, CLEARLY SPECIFY WHERE IT CAN BE LOCATED IN YOUR PROPOSAL PACKAGE.

EXHIBIT 7 – EVALUATION SCORESHEET

PROPOSAL EVALUATION SCORE SHEET

SOLICITATION NUMBER AND TITLE: R10-146 NS SKYVIEW SPORTS COMPLEX CONCESSIONAIRE

Proposer's Name: _____

Evaluator Number: _____

Section	Description	Max Points	Given Points
3.1.1	Operational Expertise	35	
3.1.2	Financial Proposal	25	
3.1.3	Past Performance	20	
3.1.4	Management Plan	15	
3.1.6	Proposal Presentation	5	
3.1.7	Exceptions	Pass/Fail	
3.1.7	Insurance	Pass/Fail	
	Total Points	100	

Overall Proposal Strengths:

Overall Proposal Weaknesses:

EXHIBIT 8 BALANCE SHEET

Name: _____

Date: As of _____

ASSETS

a) Cash and Short-term Securities	\$
b) Accounts Receivable:	\$
c) Notes Receivable:	\$
d) Inventory at lower of cost or market:	\$
e) Current assets other than cash and receivables, such as stocks, bonds and other securities	\$
f) Real Estate, owned and registered in the name of the applicant:	\$
_____	\$
_____	\$
_____	\$
g) Equipment, depreciated value:	\$
h) Other assets:	\$
i) Total Assets,	\$

LIABILITIES AND EQUITY

a) Notes Payable – Current	\$
b) Accounts Payable	\$
c) Real Estate Encumbrances	\$
d) Judgments	\$
e) Notes Payable – Long Term Debt	\$
f) Other Liabilities:	\$
_____	\$
_____	\$
_____	\$
g) Surplus Reserves Capital Surplus	\$
h) Capital Stock Paid Up	\$
i) Surplus (Net Worth)	\$
Total Liabilities and Equity	\$

SECTION VI

1.0 SCHEDULES

Schedule A	Skyview Sports Complex Equipment List
Schedule B	Custodial Maintenance Task Specifications
Schedule C	Finance, Accounts, Audits and Reporting
Schedule D	Performance Bond

SCHEDULE A – SKYVIEW SPORTS COMPLEX EQUIPMENT LIST

Item # (On Site)	Item	Quantity
1	Cup Dispensers - 1 upstairs, 1 downstairs	2
2	Back Bar Cooler - upstairs * may be replaced	1
3	Range/Char Broiler-36" 2 burner - Downstairs * may be replaced	1
4	Fryer-IFS-40 * may be replaced	2
5	Prep Table w/sink - Downstairs	1
6	Hot Food Wells - Downstairs	1
7	Wall Shelves	1
8	Cooler Shelving	1
9	Chef's Counter - w/Sandwich Prep Counter & Cooler downstairs	1
10	Sandwich Prep Counter - w/ Chef's Counter & Cooler downstairs	1
11	Beer System - 1 upstairs, 1 downstairs	1
12	Pass Shelf - downstairs	1
13	Menu Board - downstairs, outside	1
14	Drain Board - upstairs	1
15	Blender Station - upstairs	1
16	Stereo System - upstairs(multiple components)	1
17	Water Filler	1
18	Hand Sink - 1 upstairs, 1 downstairs	2
19	Keg Cooler w/ Dispenser - downstairs, walk in cooler, w/ beer system	2
20	Ice Maker - downstairs	1
21	Beverage Counter	1
22	Microwave - downstairs	1
23	Trash Cans - 2-50 Gal, 2-mid size	4
24	Soda Dispensers	1

25	Soda System	1
26	Compartment Sink - upstairs	1
27	Walk In Cooler - freezer, w/keg cooler	1
28	Reach In Freezer - Fridge	1
29	Compartment Stainless Steel Sink - Downstairs	1
30	Phones - 1 upstairs, 1 downstairs	2
31	Bar Stools	50
32	Bar Tables - Tall	14
33	Plastic Coated Outdoor Tables—ORDER MORE IN 2019	TBD
34	Cocktail Station	1
35	Outdoor Stereo Speakers * may be replaced or upgraded	1

SCHEDULE B – CUSTODIAL MAINTENANCE TASK SPECIFICATIONS

		FREQUENCY							
		DAILY	2X'S/WEEK	1X'S/WEEK	2X/MO	1X/MO	1X/3 MO	1X/6 MO	1X/Y R
	ALL AREAS DAILY TASKS ARE TO BE PERFORMED DURING THE DAYS OF OPERATION – SCHEDULED LEAGUES AND TOURNAMENTS.								
1	Sweep/dust and wet mop as applicable, all non-carpeted floors.	•							
2	Vacuum all carpeted floors. Spot clean as needed.	•							
3	Trash and clean all waste receptacles. Replace waste receptacle liners, as needed.	•							
4	Sanitize walls around switch plates,(include glass, door jambs, doors, etc)	•							
5	Remove all trash from building to designated disposal area. NO TRASH IS TO BE LEFT IN JANITORIAL CLOSETS OR OTHER AREAS.	•							
6	Clean and sanitize <u>all horizontal surfaces</u> , including but not limited to counter tops, tables, chairs, partitions, window sills, baseboard heaters, picture frames, mirrors, exposed utility pipes, etc. as applicable.		•						
7	Clean and sanitize handrails, bar footrails and other horizontal surfaces that do not get satisfactory treatment by dusting only.		•						
8	Clean internal glass, clocks, display cases, doorjambs, doors.			•					
9	Top scrub and recoat floors.				•				
10	Strip and refinish floors				•				
11	11. Clean and polish all metal trim.				•				

12	Wash and Sanitize all waste receptacles.				•				
		DAILY	2X'S/WEEK	1X'S/WEEK	2X/MO	1X/MO	1X/3 MO	1X/6 MO	1X/Y R
13	Clean blinds.					•			
14	Arrange furniture in an orderly fashion.	•							
15	Clean all light fixtures and exit lights					•			
16	Vacuum and spot clean all upholstered furniture.			•					

ENTRANCES, LOBBIES, AND CORRIDORS

1	Perform all tasks defined in Section A, 1 thru 16, as applicable.	•	•	•		•	•		
2	Clean both sides of door glass.(to include sliding doors)	•							
3	Sanitize all telephone handsets. Care should be taken not to damage telephone sets.		•						
4	Clean, polish and sanitize all drinking fountains.	•							
RESTROOMS									
1	Clean and sanitize all surfaces of toilets, urinals, lavatories, countertops, back splashes.	•							
2	Clean and sanitize external surfaces of plumbing supply lines and exposed waste lines.	•							
3	Clean and polish all bright work and mirrors.	•							
4	Replenish soap, towel and tissue dispensers.	•							
5	Trash, clean and sanitize all waste and sanitary napkin disposal receptacles. Replace liners.	•							
6	Clean and sanitize all walls and partitions, floor to ceiling.					•			

		DAILY	2X'S/WEEK	1X'S/WEEK	2X/MO	1X/MO	1X/3 MO	1X/ 6 MO	1X/Y R
7	Clean and sanitize walls and partitions adjacent to restroom fixtures.	•							
8	Wet mop and sanitize floors and baseboards.	•							
9	Spot clean doorjamb, doors, hard ware, switch plates and walls as needed.	•							
10	Operate all flush valves, water valves, soap dispensers, towel and tissue dispensers, and sanitary napkin dispensers and advise Contract Coordinator of any leaks or malfunctions in writing.	•							
11	Top scrub and re-coat floors.						•		
12	Strip and refinish floors.							•	
13	Clean ceilings and lights. Remove and wash air diffusers.						•		
14	Machine scrub bathroom floors. Use only clean, clear water to rinse.					•			
KITCHEN AREA									
1	Perform all tasks defined in Section A, 1 through 16, as applicable.	•	•	•		•	•		
2	Clean and sanitize sinks, countertops, back-splashes, and face of cabinets.	•							
3	Move and scrub under refrigerators, coolers, stove when performing floor work			•					
4	Clean, sanitize, and maintain all City owned equipment.			•					
5	Clean inside of cabinets and refrigerators, coolers, beer coolers.			•					
JANITORIAL CLOSETS									

		DAILY	2X'S/WEEK	1X'S/WEEK	2X/MO	1X/MO	1X/3 MO	1X/ 6 MO	1X/Y R
1	Janitorial closets shall be kept clean and orderly at all times.			•					
2	Thoroughly clean floors, walls, sinks, and storage shelves.			•					
3	Clean ceilings.					•			

Notes:

Exhaust Hood inspections must be done in accordance with City regulations.

Dust rags and any flammable materials shall be kept in approved contractor provided fire proof containers. (Insure proper labeling)

Dust mops shall be washed no less than weekly and no excessively oily mop heads shall be stored.

No trash shall be stored in closets.

MSDS forms must be in each janitorial closet.

Insure that the mop sink drains are kept free from debris. Insure that drain screens are in place.

Notify CITY rep if mop sink drain becomes clogged.

CLOSING PROCEDURES

	CLOSING PROCEDURES	DAILY	2X'S/WEEK	1X'S/WEEK	2X/MO	1X/MO	1X/3 MO	1X/6 MO	1X/Y R
1	Lock all food pass windows in the concession area lower level and check from outside to ensure they are locked.	•							
2	Lock all 3 downstairs doors and check from outside to ensure they are locked.	•							
3	Ensure all lights and equipment are turned off on the lower level.	•							
4	Turn elevator key to the "OFF" position downstairs, check to ensure the doors will not open from the outside.	•							
5	Lock all regular and sliding doors in the upper level and confirm from outside they are locked.	•							
6	Turn off lights, signs, TV's, and equipment on the upper level.	•							
7	Close and lock main drive thru gate with the 2 locks together to form a complete chain that can be unlocked via combo and/or key.	•							
8	Close and lock main walk thru gates at the end of the day/shift/night. City staff may lock these gates as well, concessionaire is to double check they are locked. Communicate with any City staff still on site if concessionaire is leaving to ensure facility is locked.	•							
9	The building must maintain a minimum temperature of 60 degrees Fahrenheit, please ensure the temperature is properly set upon closing.	•							
10	Prop open the upstairs restroom doors upon closing.	•							

SCHEDULE C – FINANCE, ACCOUNTS, AUDITS AND REPORTING

1. Gross monthly receipts shall be the total amount of all monies collected by the Concessionaire from whatever source, and for whatever service, including vending machines, less any sales tax which may be applicable to said gross receipts. Use of vending machines is subject to the prior approval of the Project Manager. If vending machines are used, such machines would be included in the gross receipts to be returned to the City. All payments due to the City shall be made monthly on or before the 25th day of each month for the preceding month, and shall be paid to Parks, Recreation, and Cultural Services Administration Building, located at 1401 Recreation Way.

2. Accounts, Audits and Reporting

Concessionaire shall keep a true and accurate account of all monies received through the operation of the Concession herein granted and shall record all sales and services upon a cash register. Other methods of accounting, cash recording devices, books and necessary procedures for determining gross receipts may be prescribed by the City Project Manager and/or the City Auditor and shall be installed at Concessionaire's expense.

The Concessionaire agrees to furnish the City with a monthly statement showing the daily receipts from sales or otherwise of said Concessionaire during the previous month; provided, however, that in lieu thereof, Concessionaire may furnish a copy of the sales tax return, which return shall also include all sales from vending machines. The City shall have the right to audit the return to ascertain that it is totally inclusive. Notwithstanding, any term and condition in this Agreement to the contrary, failure to furnish such monthly statement or sales tax return by the 25th day of the following month is agreed to be substantial violation of contract terms hereof and in such shall be considered a breach of contract.

The Concessionaire agrees to permit the City or any designated representative of the City to examine or inspect said books or records upon reasonable request to the Concessionaire, made either orally or in writing. Notwithstanding, any term and condition in this Agreement to the contrary, in the event said inspection is refused or denied, the City at its option may terminate or cancel this Agreement without notice and without relieving the Concessionaire from all liabilities incurred to the date of termination.

The Concessionaire agrees to keep and preserve for at least one (1) year, all sales slips, cash register tape, sales books, bank books or duplicate deposit slips, and other evidence of gross receipts and business transacted for such period. In addition to the right to examine or inspect all books and records, the City reserves the right at any time and from time to time, to audit all of the books of account, bank statements, documents, records, returns, papers, and files of the Concessionaire relating to gross receipts and

business transacted and the Concessionaire on request, shall make all such matters available for such examination at the premises. If, as a result of any such audit, the gross receipts and business transacted shown by the Concessionaire's statement for such year should be found to be understated by more than one (1) percent, the Concessionaire shall pay to the City the cost of such audit.

SCHEDULE D

CITY OF COLORADO SPRINGS PERFORMANCE BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

(Name) _____ As Principal, hereinafter called Principal, and

(Address)

(SURETY Name) _____ a corporation organized and existing under
the laws of the State of:

(SURETY Address)
and AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO, as Obligee, hereinafter called the Obligee, in the sum of: (Insert bid amount in words)
(_____ DOLLARS),

lawful money of the United States of America, for payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the Principal and the Obligee have entered into,
a contract dated the _____ day of _____ For the following project:

Contract # _____ which contract is by reference made a part hereof, and referred to as the Contract.

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Principal shall promptly and faithfully perform all terms, conditions and other obligations of the Contract, and any modifications or extensions thereof granted by the Obligee, then this obligation shall be null and void: otherwise this obligation shall remain in full force and effect.

4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration modification of the terms, conditions or obligations of the Contract or work to be performed thereunder, or any forbearance on the part of either the Obligee or the Principal to the other shall in any way release or affect the liability or obligation of this Bond, and the Surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.

Signed and sealed on the dates set forth below:

(Witness) FOR: _____
(Principals Name)

BY: _____

(Seal) ITS: _____
this _____ day of _____

(Witness) FOR: _____
(Surety's Name)

BY: _____

(Seal) ITS: _____
this _____ day of _____

Bond # _____ This Bond __ (is) __ (is not) a SBA Guaranteed Bond.