



REQUEST FOR PROPOSAL

R22-133 NS

Date issued: August 10, 2022

FOOD AND BEVERAGE SERVICES

**THE CITY OF COLORADO SPRINGS
COLORADO SPRINGS AIRPORT**

The City of Colorado Springs requests proposals, as detailed in this Request for Proposal (RFP), for R22-133 NS Food and Beverage Concession Services for the Colorado Springs Airport located at 7770 Milton E. Proby Pkwy., Colorado Springs, CO 80916

The City of Colorado Springs is currently soliciting proposals from qualified **firms to operate multiple food and beverage concession locations** within the terminal at the Colorado Springs Airport (COS). Companies shall be granted non-exclusive rights to operate for a contract period of seven (7) years COS is requiring the Contractor to design and construct interior and exterior improvements for the three food and beverage locations in return for non-exclusive use privileges at the Airport.

About the Colorado Springs Airport

As Colorado's small airport, the Colorado Springs Airport is big on providing a convenient, comfortable, and friendly experience to passengers and has a strong devotion to the local community. The Airport's mainline carriers including American, Delta, Frontier, Southwest, and United airlines operate from the Airport's twelve gate terminal. The carriers employ domestic services to destinations in the continental mid-west, east, and west servicing nine locations year-round along with several seasonal routes. The arrival of Southwest Airlines in early 2021 provides an opportunity for continued growth as the Airport recovers from the impacts of the COVID-19 pandemic. The Airport is currently on track to see above one million enplanements by the end of 2022. Airport traffic makeup has historically been approximately 50.1% female and 49.9% male. Furthermore, traffic has typically been made up of 15% business and 85% leisure passengers. The Airport expects both mixes to remain relatively similar for the near future.

Even with the disruptive impacts of COVID-19 in 2020, 6,136 aircraft were transited in and out of Peterson Space Force Base. The Peterson-Schriever Garrison's mission is to enable the U.S. Space Force to partner with eight of the nine functional space deltas for mission execution. Through USSF and United States Air Force Base Operating Support, they also work with 80 mission partners worldwide. Although the primary mission is Space, Peterson Space Force Base continues to provide Airport Rescue Firefighting Emergency Services response to the Colorado Springs Airport.

When anyone makes that short drive to the Colorado Springs Airport, they notice a lot of earth being moved and new development. In keeping with our overall friendliness and devotion to all things local, Colorado Springs Airport is clearly investing in the community. The Airport's business park, Peak Innovation Park, is spurring new job growth and developing the southeast corridor of Colorado Springs housing entities such as Aerospace, Amazon, Flywheel Capital, Marriott Hotels, and Northrop Grumman. Among some of the developments, Aerospace is currently constructing a high-security office

space, Amazon has built distribution, fulfillment, and sorting facilities totaling over 4.3 million square feet of distribution, sorting, and fulfillment buildings (TBD), and Marriot Hotels are beginning the development of two hotel facilities in 2022. Overall, the business park is home to approximately 5,000 workers and is expected to grow to approximately 20,000 upon full build-out.

The west side of our airport houses general aviation fixed-base operators (FBOs), flight schools, and hangars for charter and corporate airlines. Together with commercial air service, Peterson's military presence, and the Peak Innovation Business Park, the west side provides a critical foundation for our economic contributions to Colorado Springs. Within the past few years, some recent development highlights include the Sierra Nevada Corporation constructing a 30,000 square foot hangar, COS Owners completing a 20,000 square foot hangar, and Cutter Aviation building a 31,000 square foot asphalt pad and lean-to structure for additional storage.

Note

It is important for Offerors to note that the Airport environment presents to the Contractor a set of unique challenges which do not exist in a typical food and beverage setting.

- Customers are primarily airline passengers traveling with carry-on luggage and in some instances, luggage carts.
- The Airport considers sustainability and Americans with Disabilities Act (ADA) accessibility and friendliness to be very important to the Airport experience.
- The Airport expects the food and beverage concession locations to be open on a flexible, variable schedule based on provided airline flight schedules.
- The Airport considers innovative, unique practices and the integration of creative and innovative technology into design and operations to be important for the customer's experience.
- Each concession employee is an ambassador for the Airport. Training is essential and should include knowledge of the terminal areas and other services provided at the Airport.

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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 10, 2022
Cut Off Date for Questions	October 31, 2022 10:00 am M.S.T.

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 October 31, 2022 10:00 am M.S.T.

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.

In-Person Site Walks	September 6, 2022- 2:00 PM M.S.T. September 7, 2022 9:00 AM M.S.T.
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This is a non-mandatory but highly encouraged pre-proposal site walk and conference. It is preferred that all interested firms attend at least one of the scheduled pre-proposal conferences. These pre-proposal conferences are not mandatory for sub-contractors and/or suppliers. The Airport will follow current health guidelines in regard to COVID-19. Meetings will take place in Conference Room Bravo on the 3rd floor of the Colorado Springs Airport in

the administrative offices. Please contact John.Offutt@coloradosprings.gov to RSVP for the date(s) to be in attendance.

Proposal Due Date	November 8, 2022 3:00 pm
Interviews (if applicable)	December 2022
Notice to Proceed	January 2023

1.2 SUBMISSION OF PROPOSAL

Proposals are to be submitted electronically on Bidnet (www.bidnetdirect.com). Please review the submission requirements *well in advance* of the submission date and time; and allow for ample time to upload each required document. It is recommended that Offerors begin the submission process at least one (1) day in advance of the proposal deadline.

Offerors are solely responsible to ensure their bid documents are uploaded and submitted correctly, and that a **confirmation number** is obtained upon successful submission.

Customer Support Team for www.bidnetdirect.com can be reached 1-800-835-4603.

Date/Time: Proposals shall be received on or before 3:00 pm MST, November 8, 2022.

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

Identification of Proposal:

Proposals shall be submitted electronically with the solicitation number, date for submission of offer and the Offeror’s name clearly marked in the file name.

Sample: R22-133NS_xxSeptember2022_CompanyName.pdf

1.3 NUMBER OF COPIES

Offerors shall submit two electronic copies of their proposal. One (1) copy shall be a full proposal to include any confidential or proprietary information. In addition, one (1) copy of your proposal must be submitted for public viewing and should be marked ‘PUBLIC’. The purpose of this copy is to meet the requirements of the Colorado Open Records Act and should not contain your proprietary information. 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 this 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 R22-133NS Airport Food and Beverage 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 Contractor 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 Bidnet (www.bidnetdirect.com). It is the Offeror's responsibility to check the website for posted amendments or contact the Contracts Specialist listed in section 1.1 to confirm the number of amendments that 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 120 calendar days from the date of the 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 award a non-exclusive On-Airport Concession Contract to the most qualified Offerors offering the highest Minimum Annual Guarantee (MAG) and percentage fee of Gross Revenues in accordance with the criteria set forth in this Request for Proposal (RFP) and 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 term of the non-exclusive concession services contract is anticipated to be for up to seven (7) years. The Airport reserves the right to enlist Offerors from this RFP as additional entrants if the business climate at COS has changed. For example, in the event that the Airport is required to have additional vendor space to accommodate various additional operations (i.e., an international carrier in our east terminal which is not detailed in this RFP), we may need to enlist additional Offerors, especially if the successful Offeror is unable to meet the requirement, without going back out to RFP if it meets our procurement rules and regulations.

1.13 DEBRIEFING

Offerors not selected may request a debriefing on the selection process as well as a 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 in section 1.1. The Contracts Specialist must receive a written request for debriefing no later than ten (10) calendar days after the 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 1 - 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 the place of business and appointment of an agent for service of process from the Colorado Secretary of State, or a letter from the Colorado Secretary of State that such designation of the 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 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 SALES TAX

The successful Offeror, if awarded a contract, shall apply to the Colorado Department of Revenue for a tax-exempt certificate for this project. The certificate does not apply to the City of Colorado Springs Sales and Use Tax which shall be applicable and should be included in all proposals. The tax-exempt project number and the exemption certificate only apply to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies, or materials that **do not become a part of the completed project or structure**. In these instances, the purchase or rental is subject to full taxation at the current taxation rate.

The Offeror and all subcontractors shall include in their Offer City of Colorado Springs Sales and Use Tax on the work covered by the offer and all other applicable taxes.

Forms and instructions can be downloaded at <https://coloradosprings.gov/sales-tax/page/construction-contractors>. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or Construction_SalesTax@coloradosprings.gov.

Our Registration Numbers are as follows:
City of Colorado Springs

Federal I.D.: 84-6000573
Federal Excise: A-138557
State Sales Tax: 98-03479

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. Specific individuals may be named in the RFP who have the authority to provide information, clarification, or interpretation to Offerors prior to opening the 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 projects. 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, 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 PROPOSAL BOND

Each proposal shall be accompanied by a proposal bond (Exhibit 2 - Proposal Bond), certified cashier's check, or bank draft payable to the City of Colorado Springs in the amount of Twenty Thousand Dollars (\$20,000.00). The check or draft must be attached to the Proposal Form and will be held by the City, without interest, as the proposal guaranty for a reasonable period of time until the successful Offerors have been selected, after which the proposal guaranties of all but the successful Offerors will be returned. The proposal bond of the successful Offerors will be held pending their complete execution of the Concession Contract, along with evidence of insurance, as required by the Concession Contract (attached hereto). If a successful Offeror should fail to execute the Concession Contract or comply with other provisions of the contract documents at the time of submittal, the proposal guaranty shall be forfeited to the City as liquidated

damages. **Proposals received without a proposal bond, cashier's check, or certified check will not be considered.**

1.25 PERFORMANCE BOND

The selected Offeror shall be required to furnish the City, and maintain throughout of the term of the Concession Agreement, either a surety bond issued by a sound indemnity company or an irrevocable letter of credit drawn in favor of City upon a banking institution satisfactory to the city. The amount of the bond shall be equivalent to one-half of the first year of MAG. If in a subsequent year, the MAG is ten percent (10%) greater than the first year MAG, Company will be required to increase the amount of the surety bond or letter of credit to one-half of the adjusted MAG. For purposes of this section, the performance bond shall be conditioned on the satisfactory performance of all terms, conditions, and covenants contained in the contract with respect to compensation during the term of the awarded contract.

1.26 INSURANCE

Insurance certificate(s) must be provided upon execution of the Concession Contract. Liability insurance must provide coverage amounts of One Million Dollars (\$1,000,000.00) per occurrence Two Million Dollars (\$2,000,000) aggregate, must name City of Colorado Springs as additional insured and must be kept in force throughout the term of the Concession Contract. Automotive Liability Insurance must be kept in the minimum amount of One Million Dollars (\$1,000,000.00) and must name the City of Colorado Springs as additional insurance and kept in force throughout the term of the contract. Proof of Workers Compensation coverage meeting the limits of the State of Colorado must also be provided. Contractor shall also maintain Property Insurance for physical damage to the property of the Contractor, including permanent improvements and contents of the Assigned Premises, for the full replacement value. See the attached Sample Contract for further details.

1.27 LOGOS

The City and Colorado Springs Airport logos are trademarked and property solely of the City of Colorado Springs. Offerors do not have permission to use our logos on any documentation or proposal presentation materials and to do so would be a violation of our trademark. It is requested that Offerors do not include the Airport's nor their logo throughout the entirety of the proposal (i.e., a watermark, footnote, or header on every page) as to not influence an evaluator's evaluation. However, usage is unrestricted for mockup drawings of spaces or products and where the individual Offeror deems it to be conducive to the proposal such as on the title page, company information, and the like.

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 eighty (80) 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. Note: All documents contained within the exhibits are not counted against the page count whether they are 8-1/2" x 11", 11" x 17", or otherwise. Offerors may simply reference renderings that are a part of the exhibits if they contain the same information requested by a separate section within the RFP to avoid having duplicate renderings that may count against the page limit.

Exhibit 1	Qualification Statement
Exhibit 2	Proposal Bond or Exhibit 3 Letter of Credit
Exhibit 5	Proposal Certification
Exhibit 6	Minimum Insurance Requirements Checklist
Exhibit 7	Improvements Concept Plan and Description
Exhibit 8	Improvements Construction Timeline
Exhibit 9	Exceptions
Acknowledged Addenda, if issued	

The following Attachments listed are provided by the Airport for reference only and do not need to be returned with the proposal:

Attachment 1	Rendering of Existing Airport Terminal/Concourse
Attachment 2	Rendering of Conceptual Airport Concourse Modernization
Attachment 3	Rendering of Concession Location 1
Attachment 4	Rendering of Concession Location 2
Attachment 5	Rendering of Concession Location 3
Attachment 6	Rendering of Concession Location 4

Attachment 7	Rendering of Concession Location 5
Attachment 8	Forecast of Enplanements and Concession Sales Report
Attachment 9	Rendering of Cargo Facility
Attachment 10	Sample Contract
Attachment 11	Airport Security Requirements

2.2 COVER LETTER

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

- RFP Number and Project Name.
- An executive summary of your firm’s relevant qualifications and experiences.
- Certification Statement that the information and data submitted are and complete to the best knowledge of the individual signing the letter.
- Name, telephone number, email address, and physical address of the individual to contact regarding the proposal.
- The cover letter must be signed in ink by an authorized representative of the Proposer who is authorized to execute contractual agreements and/or commitments on behalf of the Proposer.

2.3 PROPOSAL CERTIFICATION

The Offeror must fill out and submit Exhibit 5–Proposal Certification 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, such as how resources will be allocated to this project. Also include the principal place of business location(s), office locations, size of the 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 OFFERORS QUALIFICATIONS

The Offeror must provide evidence that they have the necessary equipment, experience, organization, and financial capabilities to perform the specified work. Offerors must have the following minimum qualifications:

- Offeror and subcontractors must have the applicable minimum qualifications.
- Offeror must also comply with all impacting FAA, TSA, environmental, and other regulations

The Offeror must also provide ownership and/or management history and meet the following:

- Offeror must have ten (10) years of successful operation in a small, medium, or large size hub airport within the last fifteen (15) years.

2.6 DETAILED PROPOSED PLAN

The Offeror must submit a Marketing and Operating Plan that includes the following sections:

- **Transition & Commencing Management.** The Offeror must discuss what a transition would look like and provide a schedule regarding the days required to mobilize and commence management (exclusive of permits) at the COS Airport after executing the Contract.
- **Pricing.** Offerors must provide sample pricing for food and beverage offerings. All prices must adhere to the Airport's street pricing policy, which requires merchandise/products/services sold at COS Airport to be priced within no more than ten percent (10%) above the operator's other locations or to similar outlets within a fifteen (15) mile radius of COS Airport. Detail your pricing strategy, how you would approach pricing new items, and how you will evaluate changes to pricing.
- **Advertising & Marketing plan.** Describe the proposed advertising & marketing plan, including the intended strategy to promote the COS Airport. This should include any creative, innovative marketing and advertising strategies and/or ways to integrate technological solutions. Offeror should also focus on in-store advertising using the COS Airport logo on applicable food and beverage items. Offeror may propose opportunities for our logo placement outside of the COS Airport. Offeror may also propose coupons, discounts, and loyalty programs for frequent users.
- **Mobile Application.** If the Offeror has a mobile application at other serviced locations, describe the app's capabilities and the proposed plan to integrate the mobile app into the operation at the Airport. Offeror may also propose cooperation with the Airport to market the app using signage or the Airport's website. NOTE: Should the Airport develop its own mobile application, the Airport would require the functionality of both apps to be coordinated or merged.
- **Management Structure and Staffing.** Describe the proposed management structure including on-site and off-site management and support. Please outline the level of decision-making power that the local manager will have (i.e., what decisions can the local manager make and what must be escalated to a higher level?).
- **Concept Background.** For each proposed concept, provide the approach to branding and provide background on the brand or concept including the number and location of existing units, typical sales volume, and any awards or accolades the brand has received. Discuss brands and products that typically perform well

and are successful at airports of a similar size. Provide any deviations or adaptations of the concept as it would be operated at COS Airport compared to a typical location.

- **Restaurant Concept Menu.** Provide a full menu for each location including indicative prices for all menu items. Highlight any local menu items. Each menu must include a proportion appropriate 12-year-old and under section or “kids’ meal” option. As a general provision, menu offerings should be of high quality and offer good value to customers. Vegetarian, vegan, Kosher, Halal, gluten-free, and other dietary considerations be included in the menu. Each non-quick-service restaurant concept must include two vegetarian options other than a salad offering.
- **Menu Revisions.** Outline your strategy for menu revisions and the frequency of such. Menus will be required to undergo an offering rotation each contract year anniversary at a minimum beginning on the second contract year anniversary. Describe how you will adapt your menu and/or product offerings to best meet the needs of customers. Identify how you will meet the needs arising from specific types of customers, different seasons, times of day, dietary requirements, etc.
- **Suppliers/Service Providers.** Describe details of specific supplier companies, service providers, and brands across key subcategories. Highlight where suppliers or service providers are local, regional, and national.
- **Schedule of Values on Food and Beverage Offerings.** Offerors should provide a summary of the schedule of values that the Contractor would pay to the Airport based on the category of the food and beverage offerings sold (see example table provided below). Values paid to the Airport would be a percentage of gross revenues per offering sold.

Category of Permitted Good(s)	Percentage of Gross Revenue
Alcoholic Beverages	*% of Gross Revenue
Food and Non-Alcoholic Beverages	*% of Gross Revenue
Branded Retail Merchandise	*% of Gross Revenue
*****	* % of Gross Revenue

- **Projected Sales Forecasts.** Include a summary of the forecast annual sales for each year of operation (no specific format required). See Attachment 8, Forecast of Enplanements and Concession Sales Report. Note: The City will not rely on any Offeror’s forecasts of gross sales and will make its own conclusions as to the likely sales to result from any particular Proposal.
- **Statistical Reports.** The Airport will require the Contractor, at least monthly, to share data collected on Permitted Goods sold. Include logistics of how data is collected, how it will be manipulated/interpreted, and how it will be shared with the Airport.
- **Liquor License(s).** The Airport desires a significant portion of the concourse to allow for the consumption of alcohol (i.e., within hold rooms and other common areas), describe your plan to incorporate this into your operation. Is there anything

that would prevent you from obtaining the appropriate liquor license (i.e., past violations, etc.). If you've performed this at other airports, please detail the operation and plan at such airport(s). Detail which liquor license(s) you deem to be most appropriate to accomplish such operation at the Airport. The Airport will require the Contractor to obtain and maintain the appropriate license(s) for the sale of alcohol in the terminal and concourse. Offeror must propose a plan and timeline for obtaining and maintaining said license(s).

- **Customer Service.** Submit a customer service plan to ensure high customer service standards and give examples of how your company ensures high customer service standards at other locations. Explain how you will engage the customer and/or enhance the customer experience. Describe how you will integrate creative and/or innovative technology to improve the customer experience. COS Airport relies on excellent customer service, which can be achieved through enthusiastic interaction with passengers, innovation, and technology while providing a welcoming ambiance.
- **Reduction of Food Waste.** Describe Offeror's plan to reduce food waste produced by their operation. Plans may include portion control, spoilage reduction/inventory management, re-purposing of excess inventory such as through food vending, multi-use menu items, specials, etc
- **Seasonal/Temporary/Pop-Up Events.** Discuss the potential implementation of seasonal, temporary, or pop-up events, carts, stands, etc. to sell limited time food and beverage items outside of the regular offerings. For example, bringing in a pretzel cart for national pretzel day, St. Patrick's Day themed offerings, cheese and wine tasting stand, etc.
- **ADA Friendliness and Accessibility.** Offerors should describe what training and practices will be implemented to not only ensure ADA accessibility but how the Offeror will create an ADA-friendly and welcoming environment above and beyond required standards.
- **ACDBE Participation.** The City's ACDBE goal is currently 0.1%, the City encourages ACDBE participation and will require ACDBE documentation. On or before December 1 of each year, Company shall provide the City with the following information: the name and address of each certified ACDBE with which it has done business during the past year, a description of the nature of the services performed by and/or items purchased from each firm named, and the dollar value of each transaction.

2.7 TIME AND LOCATION OF WORK

The Contractor is expected to be onsite at the airport one hour prior to the first scheduled departure and thirty minutes after wheels up on the last scheduled departure or deplaning of the last scheduled arrival, whichever is later, 365 days per year. The Airport may revise this requirement as operational capacities are assessed. The Contractor will be provided with flight schedules to revise hours of operations.

2.8 MINIMUM ANNUAL GUARANTEE (MAG), GROSS REVENUES PERCENT FEE, AND LEASE OF ADDITIONAL SPACE

The Offeror shall propose to pay to the Airport each Contract Year for the term of the Contract compensation equal to the greater of (i.e., Offerors must propose, at minimum, a first-year MAG amount as well as a percent fee percentage on goods):

- The Minimum Annual Guarantee (“MAG”)
AND
- A percentage fee of Gross Revenues from sales

The Airport will assign a portion of a cargo facility of approximately 1,250 square feet. The cargo facility is separated from the terminal and shall act as a cache staging area for the drop-off, inspection, and storage of goods (see Attachment 9). The Contractor will be responsible for scheduling an inspection of their goods by an airport operations agent or police officer. The cargo facility will be assigned at the then-current cargo facility base rental rate per square foot with applicable Operations and Maintenance, Utilities, and Ground Rental additive rates also per square foot. Cargo facility rent will be billed monthly, and rates will be adjusted at least annually. The Airport intends the cargo facility to act as the primary storage area for the Contractor’s goods. However, if additional space is required and available, and at the sole option of the City, the Contractor may lease additional storage and office space in the terminal identified by City as available for such purposes. The additional space will be leased on a per square foot basis at the then-current rental rate for similar or equivalent space, paid monthly.

2.9 CONCEPT PLANS AND DESCRIPTION

Present the following information organized into the following subsections on Exhibit 7:

- **Location Designs for Concession Spaces.** For each of the five concession locations as detailed in this RFP, the Offeror will be required to completely furnish and equip the facilities. This includes constructing and paying for all permits and associated fees. Provide an interior and exterior rendering of the proposed location showing the storefront design. Provide a proposed layout demonstrating passenger flow, product placement, and equipment placement (coolers, display cases, drink dispensers, tables, etc.). Within each of the premises, the Contractor will be required to build, furnish, and maintain a common seating area designed to complement the proposed concepts and designs. The seating area should have a mix of seating configurations and sufficient hard surfaces to meet customer needs. Provide a representative sample of materials and colors to be used. Describe how and why the proposed concept(s) is the best fit for COS Airport customers and the location for which it is proposed. Provide a description of how the proposed concept(s) complements the nearby offerings and how the proposed mix of concept(s) work together to

maximize success. See Attachments 1-6 for renderings of the existing spaces.

Note: As of 2022, the Airport is beginning the long journey to completing a major revamp and reimagining of the concourse. This “terminal modernization project” will be ongoing during the construction of the Contractor’s improvements to the concession spaces within the concourse. Therefore, it is imperative that the Contractor be willing and able to openly communicate plans and designs as well as be flexible in making alterations to those plans when coordination/integration between the terminal modernization and the Contractor’s improvements becomes necessary. The Contractor will need to work with the Airport’s construction and design team along with any contractors performing work for the terminal modernization project for schedule coordination, site access, planning, design, etc.

- **Restaurant Concepts.**
 - (i) Location 1 is open to be proposed by Offeror as any type of food and beverage concept. The Airport is open to, but does not require, a portion of Location 1 having an outdoor patio section of the dining area (Note: There is not currently an outdoor patio section in Location 1).
 - (ii) Location 2 is open to be proposed by Offeror as any type of food and beverage concept.
 - (iii) Location 3 will have multiple food and beverage concepts. Each concept is open to be proposed by Offeror.
 - (iv) Location 4 is open to be proposed by Offeror as any type of food and beverage concept. The Airport is also open to a hybrid retail/food and beverage concept.
 - (v) Location 5 is open to be proposed by Offeror as any type of food and beverage concept.
- **Technological Integration.** Illustrate any creative and/or innovative technological elements you will incorporate such as digital and dynamic features, interactive features, self-service kiosks, QR-code menus or payment systems or for pick-up/delivery systems, in-store technology, etc. The airport expects power outlets to be provided to customers at all possible seats and Flight Information Display Screens should be located within each Food and Beverage Location.
- **Food and Beverage Ordering Service.** Provide a detailed plan, including the incorporation of technology required, to implement a food and beverage ordering and pick-up system to provide guests with at-gate food and beverage ordering services that can be picked up in designated locations (i.e., lockers, designated counter area, etc.). Note: Systems required to

provide this service, such as ordering kiosks or order pick-up stations, may be located outside of the assigned premises and will be considered as contributing to the capital investment. Offerors must propose where the systems will be located and how they will impact passenger movement if located outside of the assigned premises.

- **Cost estimates.** A summary of the itemization of the estimated cost of the proposed facilities including “soft” costs such as design and construction administration fees, and “hard” costs including construction and improvements.
- **Other facilities.** At your option, you may provide pictures of similar facilities that Offeror currently operates or other related information that you feel is relevant to your Proposal.

2.10 STAFFING PLAN AND SUBCONTRACTORS

Present the following information organized into the following subsections:

- Provide Organizational Chart for proposed team, identify key team members, and define where work will be performed.
- Attach any professional registrations and/or certification of applicable proposed staff.
- Offerors are to state the intention to use subcontractors to perform any portion of the work sought by this RFP. For each such subcontractor, provide the name and address of the subcontractor, a description of the work Offeror intends the named subcontractor to provide, and whether the subcontractor can assist with fulfilling goals for the inclusion of DBE/ACDBE businesses.

2.11 MONITORING AND SECURITY

By submission of a proposal in response to this RFP, the Contractor agrees that it will comply with all contract monitoring and evaluation activities undertaken by the City, and all security policies and requirements of the City, the Department of Transportation, the FAA, the Department of Homeland Security, and the Transportation Security Administration. Contractors are required to comply with the Airport Rules and Regulations, Airport Certification Manual, Airport Security Program, the Air Operations Area, and Vehicle Access Program please see the Sample Contract for details. The Contractor’s personnel will be required to display in full view a specific identification badge to be issued by the Airport. Background checks of personnel will be required. Background checks, fingerprinting, and badging costs for each employee are the responsibility of the Contractor. In the event that the Contractor is privy to any Airport security information, the Contractor and all of its personnel and subcontractors (if any) shall be subject to Title 49 Code of Federal Regulations (CFR) Part 1520 – Airport Security. Failure to comply with the City’s and Federal rules and regulations shall be a material breach to the contract and, in addition to all other rights and remedies of the City under the contract, at law or in equity, the City shall be entitled to terminate the contract

without liability to the City, and upon such termination, the Contractor shall be liable to the City for all outstanding fees and charges and all costs, including attorney costs, expenses and damages arising out of such termination.

2.12 INSURANCE REQUIREMENTS

All Offerors must complete Exhibit 6-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.

2.13 INITIAL AND ADDITIONAL CAPITAL INVESTMENT COMMITMENT

Offerors are to indicate their initial investment and additional capital investment commitment for the indicated spaces. Offerors are required to commit to the development of a:

- Location 1: Landside Food and Beverage space consisting of approximately 5,773 square feet.
- Location 2: Airside Food and Beverage space between gates 3 and 4 consisting of approximately 360 square feet, though, square footage is negotiable to increase or decrease based on Offeror's proposed design.
- Location 3: Airside Food and Beverage space between gates 3 and 5 of approximately 5338 square feet.
- Location 4: Airside Food and Beverage space abutting gate 8 of approximately 900 square feet.
- Location 5: Airside Food and Beverage space between gates 7 and 8 of approximately 539 square feet, though, square footage is negotiable to increase or decrease based on Offeror's proposed design.
- Cargo facility for storage, inspection, and transportation of goods of approximately 1,250. The improvements required include an 8-foot-tall fence with a lockable fence gate large enough to efficiently transport necessary goods through, one new CAT6 communication cable, one badge reader, one access control node panel, and one new communications cable.

Offerors may propose details of their initial capital investment and capital reinvestment over the course of the seven to twelve-year term. To note, the Airport sees the addition of self-service, automated, enclosed market vending systems offering fresh food, beverages, and snacks as contributing to the capital investment. Such vending systems must be operable 24/7 by passengers or employees of the airport. It is also preferred that they be mobile and modular so that they may be relocated throughout the concourse or terminal. Their proposed locations may be outside of the concession spaces indicated above. Furthermore, as discussed in section 2.9, the Airport also sees physical food and beverage pickup/delivery systems as contributing to the capital investment and they may be

proposed for areas outside of the indicated spaces. Offerors must also provide a construction schedule or an anticipated construction timeframe in Exhibit 8.

2.14 DESIGN STANDARDS

First Class design and construction of the Assigned Premises are required, and all Improvements to the Assigned Premises shall conform to applicable statutes, ordinances, building codes, and regulations; and any other applicable design, construction, and maintenance standards, including the Design Standards to be incorporated into the Sample Contract, any of these may be amended from time to time during the term. Approval of the Airport extends to all design and construction elements (e.g., architectural, structural, mechanical, specialty systems, site, signage, materials, color selections, and aesthetic matters).

The Airport reserves the right to promptly reject any designs submitted and the right to require the Contractor to resubmit designs and layout proposals until approved by the Airport. If the Airport disapproves any portion of the plans and specifications, the Contractor must promptly submit necessary modifications and revisions thereof. No changes or alterations shall be made in said drawings or specifications after approval by the Airport. Further, no alterations or improvements shall be made to or upon the Assigned Premises without prior Airport approval.

2.15 EXCEPTIONS

All Offerors must complete Exhibit 9, 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.

SECTION III – EVALUATION FACTORS

3.0 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.

3.1 EVALUATION CRITERIA

3.1.1 DETAILED PROPOSED PLAN

See Section II - Item 2.6

3.1.2 CONCEPT PLANS AND DESCRIPTION

See Section II - Items 2.9

3.1.3 OFFEROR'S QUALIFICATIONS

See Section II - Item 2.5

3.1.4 MAG AND GROSS REVENUES

See Section II – Item 2.8

3.1.5 INITIAL AND ADDITIONAL CAPITAL INVESTMENT

See Section II – Item 2.13

3.2 RANKING

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

First: Detailed Proposed Plan	25 Points
Second: Concept Plans and Description	25 Points
Third: Offerors Qualifications	20 Points
Fourth: MAG and Gross Revenues	15 Points
Fifth: Initial and Additional Capital Investment	15 Points

3.3 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 a consensus. The decision will be based on all relevant factors and based upon the 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.

3.4 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. Offerors are expected either to sign and submit the Concession Contract (Attachment 10) with their bid or submit a list of the Areas of Exceptions (Exhibit 9) within the contract which may be negotiated with the Contractor. 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 Contractor 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 Contractor may be expected to attend regular meetings as required by the City to assist in the preparation for the startup.

SECTION IV – SPECIAL CONTRACT TERMS AND CONDITIONS

4.0 SPECIAL CONTRACT TERMS AND CONDITIONS/SPECIAL SOLICITATION PROVISIONS

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.

Title VI Solicitation Notice:

The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or Offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity

to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

SECTION V – EXHIBITS

5.0 EXHIBITS

Exhibit 1	Qualification Statement
Exhibit 2	Proposal Bond
Exhibit 3	Letter of Credit
Exhibit 4	Performance Bond
Exhibit 5	Proposal Certification
Exhibit 6	Minimum Insurance Requirements
Exhibit 7	Improvements Concept Plan and Description
Exhibit 8	Improvements Construction Timeline
Exhibit 9	Exceptions
Exhibit 10	Scope of Services

EXHIBIT 1 – 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-NMBR

QUALIFICATION STATEMENT – PAGE 2

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: _____
Contact Address: _____
Contact telephone and FAX Numbers: _____
- 2. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name: _____
Contact Address: _____
Contact telephone and FAX Numbers: _____
- 3. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name: _____
Contact 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, AND TELEPHONE NUMBERS.
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE. PROJECTS FOR 12 AND 13 MAY BE THE SAME IF THEY MEET THE PROMPTED CRITERIA.

- 1. Location of Project: _____
Size of Project: _____
Contract Amount: _____

Contact Name and Title:

Contact 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 2 - CITY OF COLORADO SPRINGS PROPOSAL BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

(Name)

(Address) As Principal, hereinafter called Principal, and

(SURETY Name)

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

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 Proposal Amount in Words)

Twenty Thousand Dollars and No Cents (\$20,000.00 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: _____

ITS: _____

(Seal) this _____ day of _____

FOR: _____

(Witness) (Surety's Name)

BY:

ITS:

(Seal)

this day of

Bond #

This Bond (is) (is not) a SBA Guaranteed Bond.

EXHIBIT 3 – LETTER OF CREDIT

Beneficiary:
City of Colorado Springs
30 S. Nevada, Suite 201
Colorado Springs, CO 80903

Applicant: _____

At the request of above applicant, and for the account of same, we hereby issue our Irrevocable Letter of Credit Number _____

Available by the Beneficiary's draft(s) at sight drawn on _____ and presentation of the documents detailed herein.

The Irrevocable Letter of Credit expires _____.

The Irrevocable Letter of Credit is for an aggregate amount not to exceed a total of _____ United States Dollars.

Drafts submitted by Beneficiary must be accompanied by the following:

An affidavit by the Beneficiary containing the following statement, appropriately completed: "The sum of USO _____ is due and owing to the City of Colorado Springs by _____ under a Concession Contract dated _____."

We hereby agree that all drafts drawn under and in compliance with the terms of this Irrevocable Letter of Credit will be duly honored on delivery of documents as specified if presented at our counters on or before the expiration date indicated above.

The original of this Irrevocable Letter of Credit must accompany any draft.

Drafts drawn under this Irrevocable Letter of Credit must be endorsed and contain the clause: "Drawn under _____ Irrevocable Letter of Credit Number _____, dated _____."

All documents to be presented to _____, Colorado Springs, Colorado. Except so far as otherwise expressly stated, this Irrevocable Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits, 1983 Revision, ICC Publication No. 400.

By: _____

Its: _____

EXHIBIT 4 – PERFORMANCE BOND

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 Proposal 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 Contractor 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.

EXHIBIT 5 - 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. _____ Provide one (1) copy of current financial statements (if required). Enclose financial information as a separate electronic file; 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.

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: _____

AMENDMENT #4 _____ DATED: _____

AMENDMENT #5 _____ DATED: _____

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

REPRESENTATIONS AND CERTIFICATIONS

Exhibit 5 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
- Black Owned Business
- Disadvantaged Business Owner

- _____ Hispanic Owned Business
- _____ Native American Owned Business
- _____ Woman Owned Business
- _____ Veteran Owned Business
- _____ Other

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 FraudHotline@coloradosprings.gov. 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 6 - 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. Please note, additional coverages may be required during construction phases of this agreement.

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.
3. Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum 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.
- Employee Crime Coverage shall include employee dishonesty, forgery or alteration and computer fraud. If
9. _____ 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. _____ 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.

Except for workers' compensation and employer's liability insurance, the **City of Colorado Springs must be named as an additional insured**. Certificates of Insurance must be submitted before commencing the work and provide 30 days' notice prior to any cancellation, non-renewal, or material changes to policies required under the contract.

All coverage furnished by contractor is primary, and any insurance held by the City of 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 7 – IMPROVEMENTS DESIGN PLAN

Please attach a proposed design plan and renderings for the food and beverage spaces outlined in Attachments 2-6.

EXHIBIT 8 – IMPROVEMENTS CONSTRUCTION TIMELINE

Vendors are to provide the improvements construction timeline here. It should detail and include a schedule of time required to begin and complete the construction of improvements to the concession spaces detailed in Attachments 2-6.

EXHIBIT 9 - 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 10 - SCOPE OF SERVICES

The selected Offeror will be required to provide food, beverage, and food and beverage services at the Airport terminal. The successful concessionaire will meet or exceed the following objectives as may be expanded on in the RFP or executed contract:

Objectives:

As the Airport is in a period of exponential growth, we are seeking a business partner to work alongside the Airport to revitalize our food and beverage concession spaces by updating the design, integrating technology, keeping both the premises and offerings fresh, and overall creating a more enjoyable experience for our guests and passengers.

Scope:

Contractor will be required at a minimum to:

- Provide an initial investment including, but not limited to, the design, development, and construction of five concession spaces, as detailed in this RFP, and provide proof of such expenditures in return for term.
- Maintain construction standards as required by, but not limited to, Airport, City, and other governmental authorities having jurisdiction over the Airport, Contractor, or the premises including the Design Criteria to be incorporated into the sample contract.
- Provide concession designs that enhance the customer experience in the terminal environment by integrating elements previously mentioned in this RFP.
- Offer a variety of pre-packaged food and beverage products that meet the needs of the Airport guests.
- Offer a variety of differing food and beverage segment offerings that enhance the customer experience in the terminal.
- Update products and offerings periodically to provide benefit to frequent and recurring customers.
- Incorporate local elements of Colorado Springs into the food and beverage offerings and store design.
- Provide marketing and advertising that promotes COS Airport
- Hold Contractor's personnel to high personal hygiene, ethical, and performance standards acceptable to the Airport.
- Provide good, prompt, efficient, and courteous service to all users of the airport and furnish its services and charge prices on a fair, equal, and non-discriminatory basis to all customers.
- Written complaints received regarding the Contractor will be promptly resolved.
- Adhere to the Airport's street-pricing requirement
- Ensure that operating hours adhere to the Airport's requirements
- Uphold the requirements set to maintain the appropriate liquor license

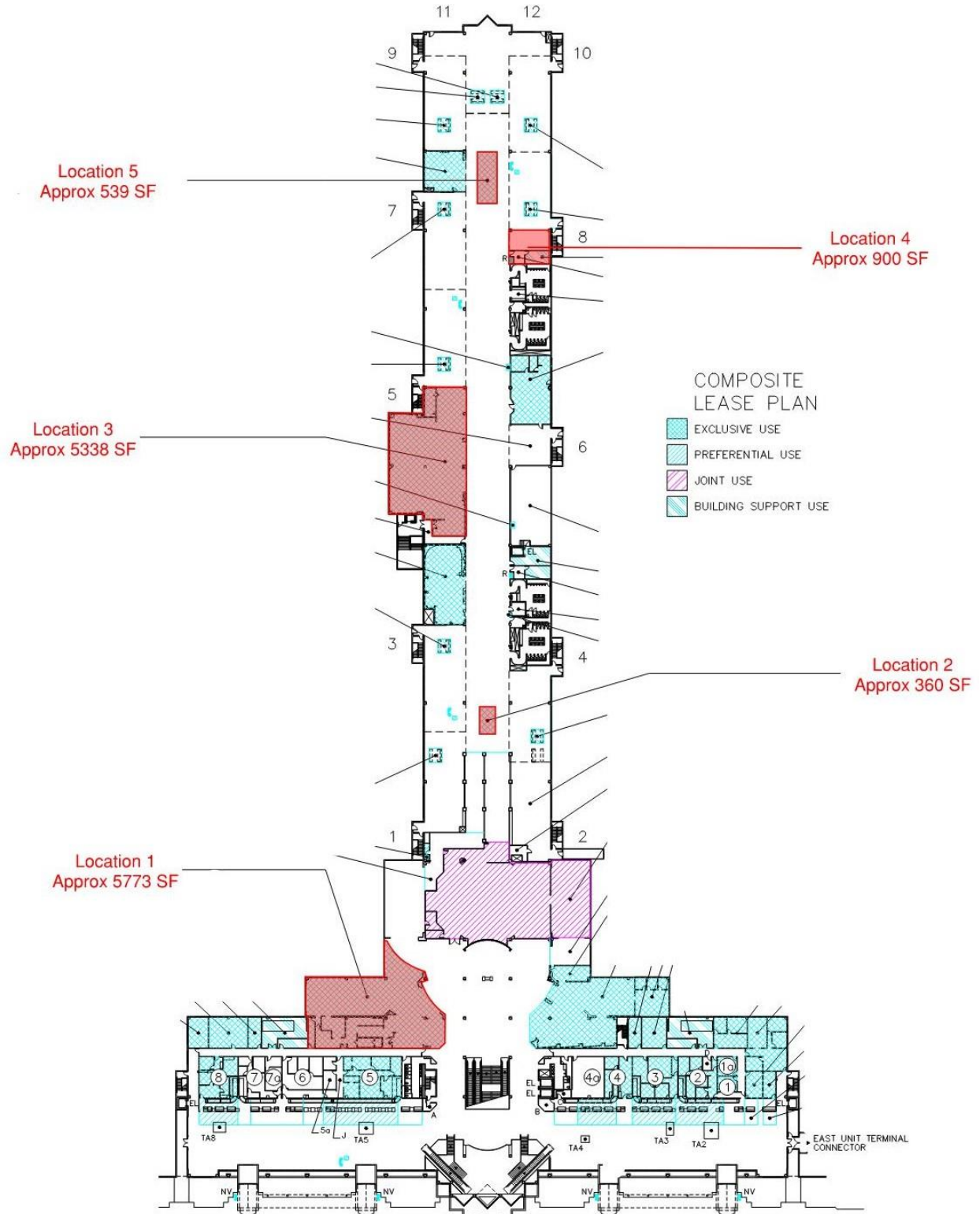
- Pay required MAG, percent fee, Airport Improvement Fee, and other payment obligations on time and in accordance with the Concessions Contract.
- Adhere to any reporting requirements such as, but not limited to, monthly gross revenue reports and general city auditing.
- Provide required annual refurbishment to maintain the selling area in a clean, hazard-free, and good order.
- Perform required maintenance, repairs, custodial, and cleaning for the premises and keep all of the premises in a clean, hazard-free, and good order.
- Adhere and perform to any and all requirements, as negotiated, per the Concession Contract to be executed between the Contractor and the Airport.

SECTION IV – ATTACHMENTS

6.0 ATTACHMENTS

Attachment 1	Rendering of Current Airport Terminal/Concourse
Attachment 2	Conceptual Rendering of Modernized Airport Concourse
Attachment 3	Rendering of Concession Location 1
Attachment 4	Rendering of Concession Location 2
Attachment 5	Rendering of Concession Location 3
Attachment 6	Rendering of Concession Location 4
Attachment 7	Rendering of Concession Location 5
Attachment 8	Forecast of Enplanements and Concession Sales Report
Attachment 9	Rendering of Cargo Facility
Attachment 10	Sample Contract (Placeholder only)
Attachment 11	Airport Security Requirements

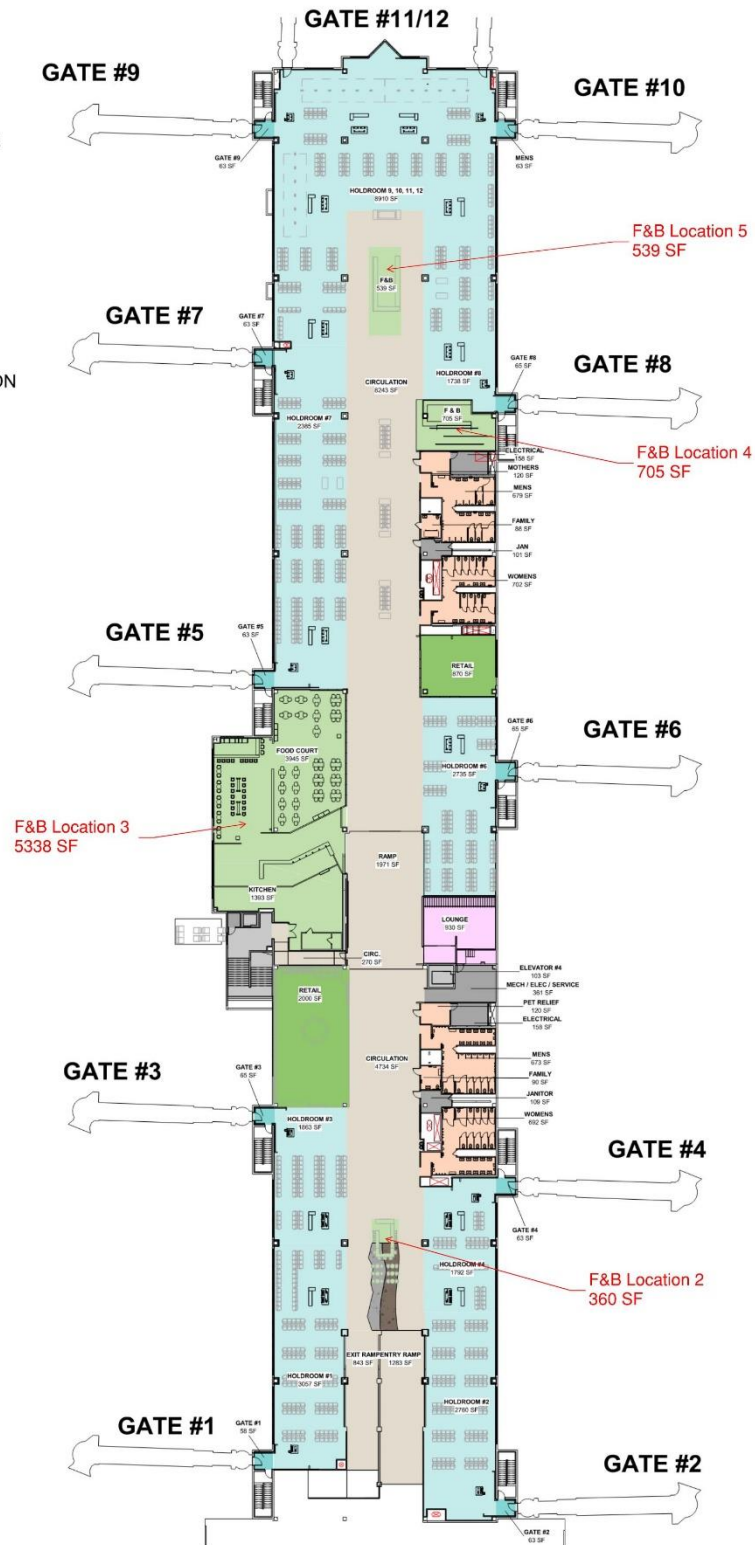
ATTACHMENT 1 –RENDERING OF CURRENT AIRPORT TERMINAL/CONCOURSE



ATTACHMENT 2 – CONCEPTUAL RENDERING OF MODERNIZED AIRPORT CONCOURSE

AREA LEGEND

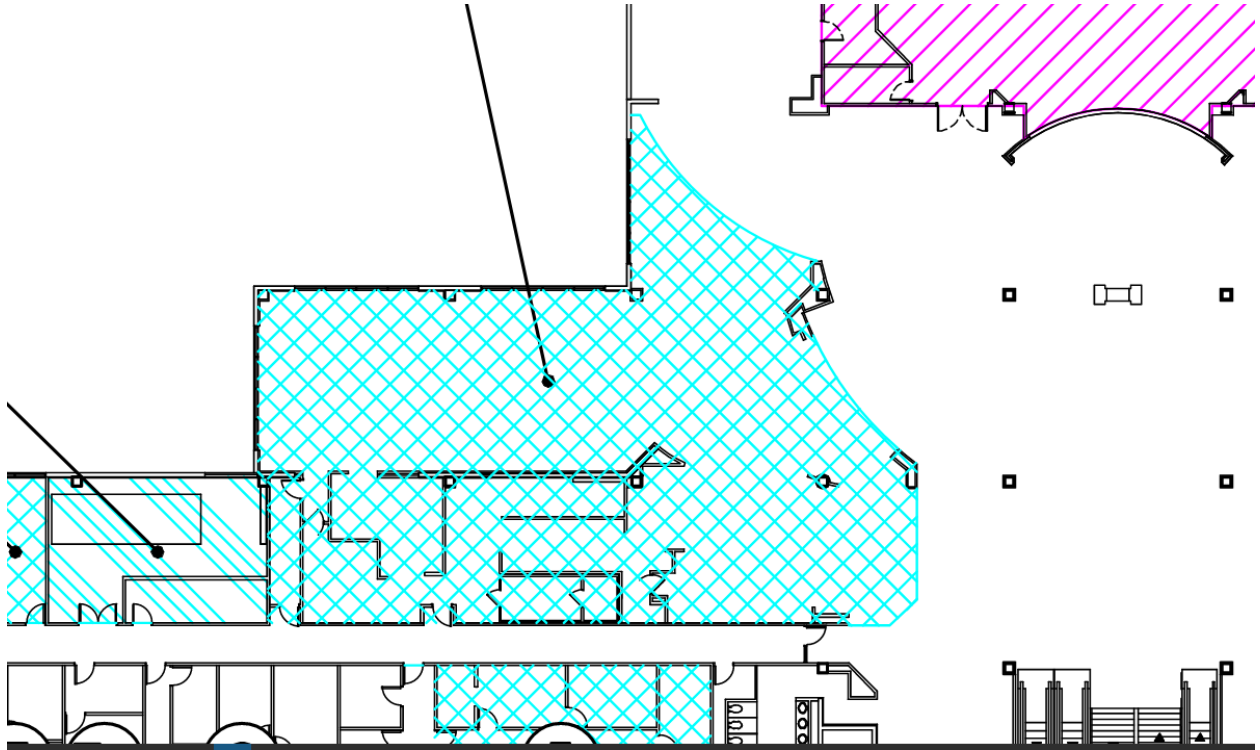
- CIRCULATION
- FOOD AND BEVERAGE
- GATE PORTAL
- HOLDROOM
- LOUNGE
- RESTROOM
- RETAIL
- UTILITY
- VERTICAL CIRCULATION



1 OVERALL NEW COLOR BLOCK
1" = 30'-0"

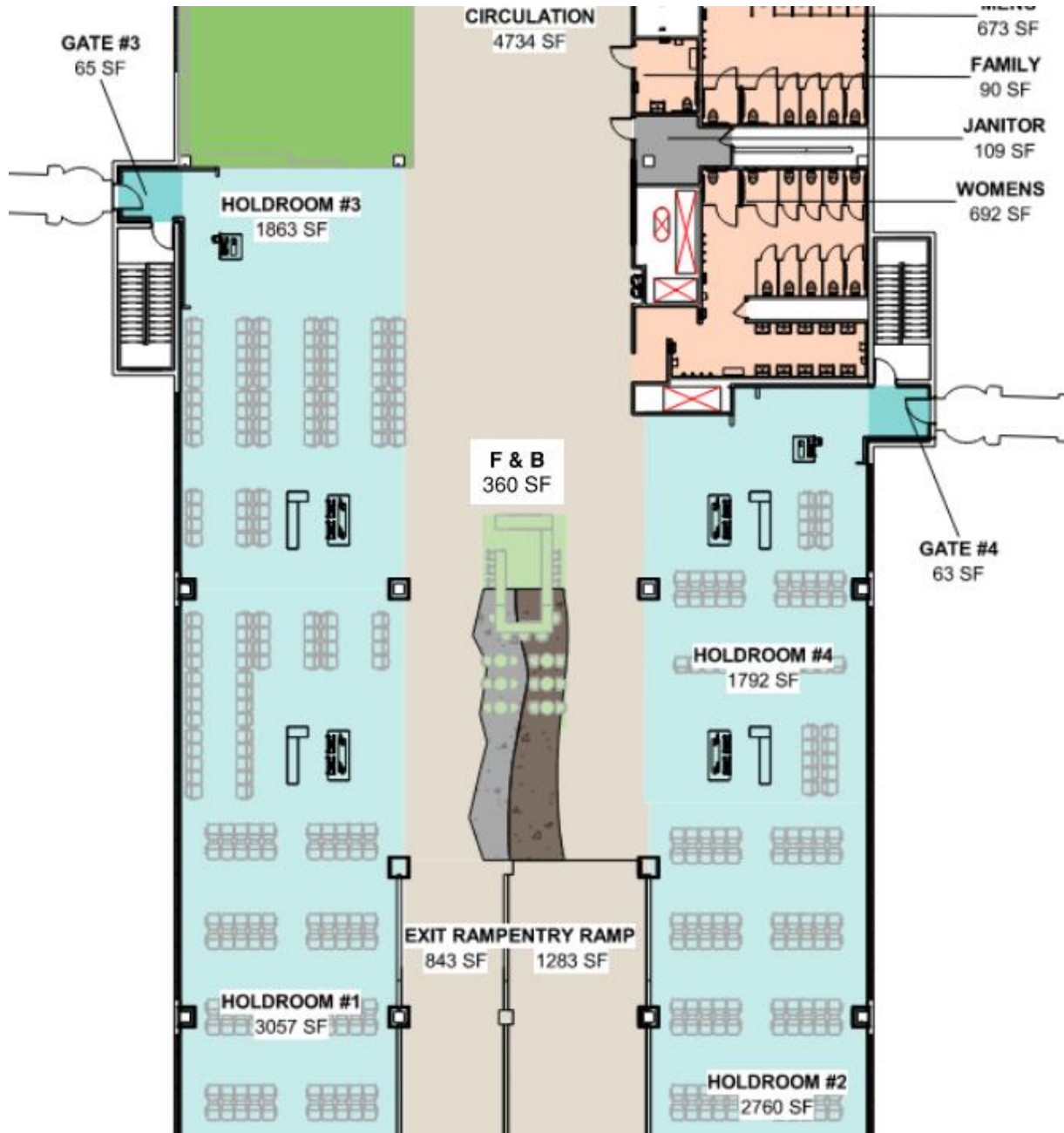
ATTACHMENT 3 – RENDERING OF CONCESSION LOCATION 1

Note: Layouts rendered below are not required to be configured as represented



ATTACHMENT 4 – RENDERING OF CONCESSION LOCATION 2

Note: Layouts rendered below are not required to be configured as represented



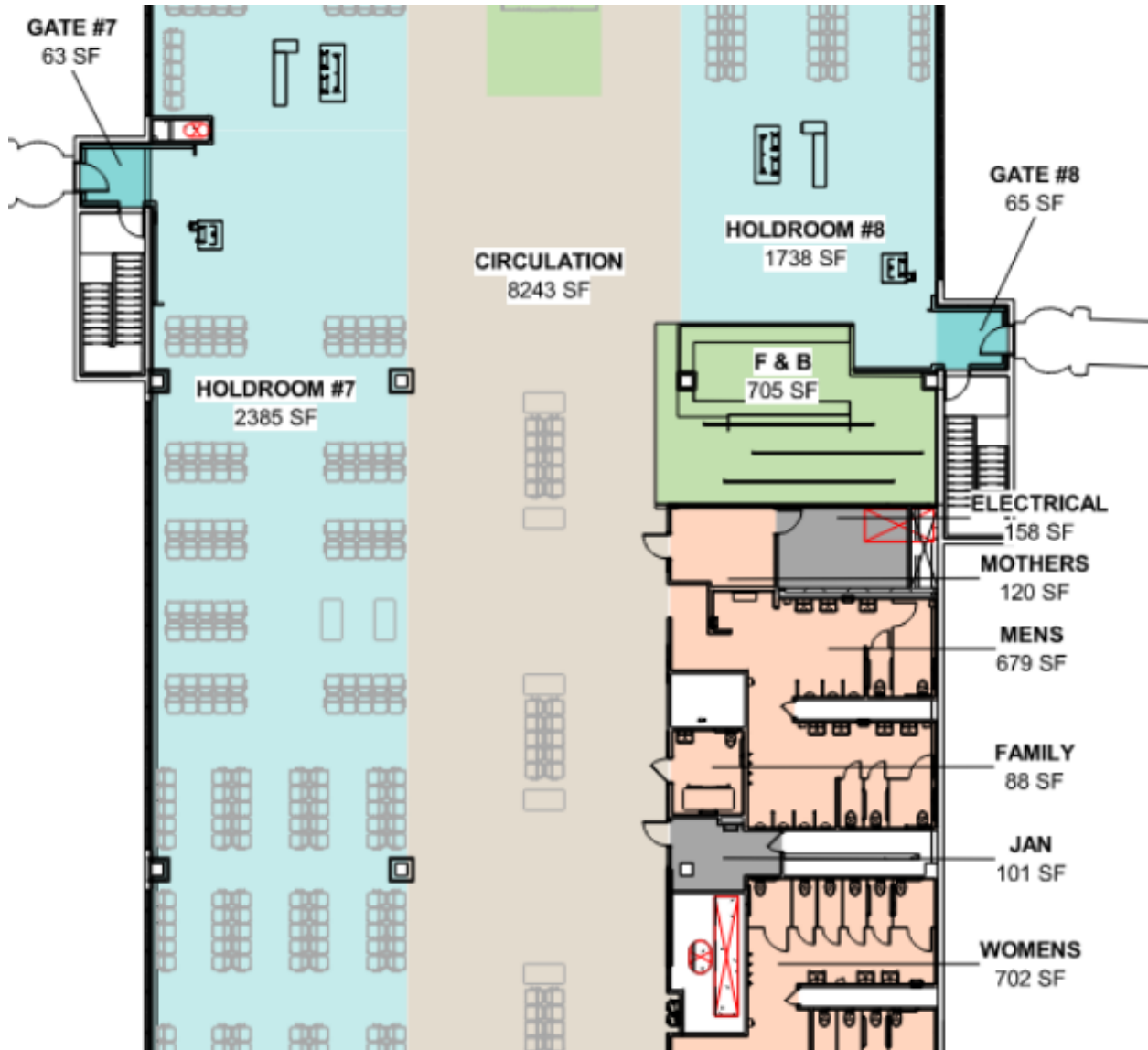
ATTACHMENT 5 – RENDERING OF CONCESSION LOCATION 3

Note: Layouts rendered below are not required to be configured as represented



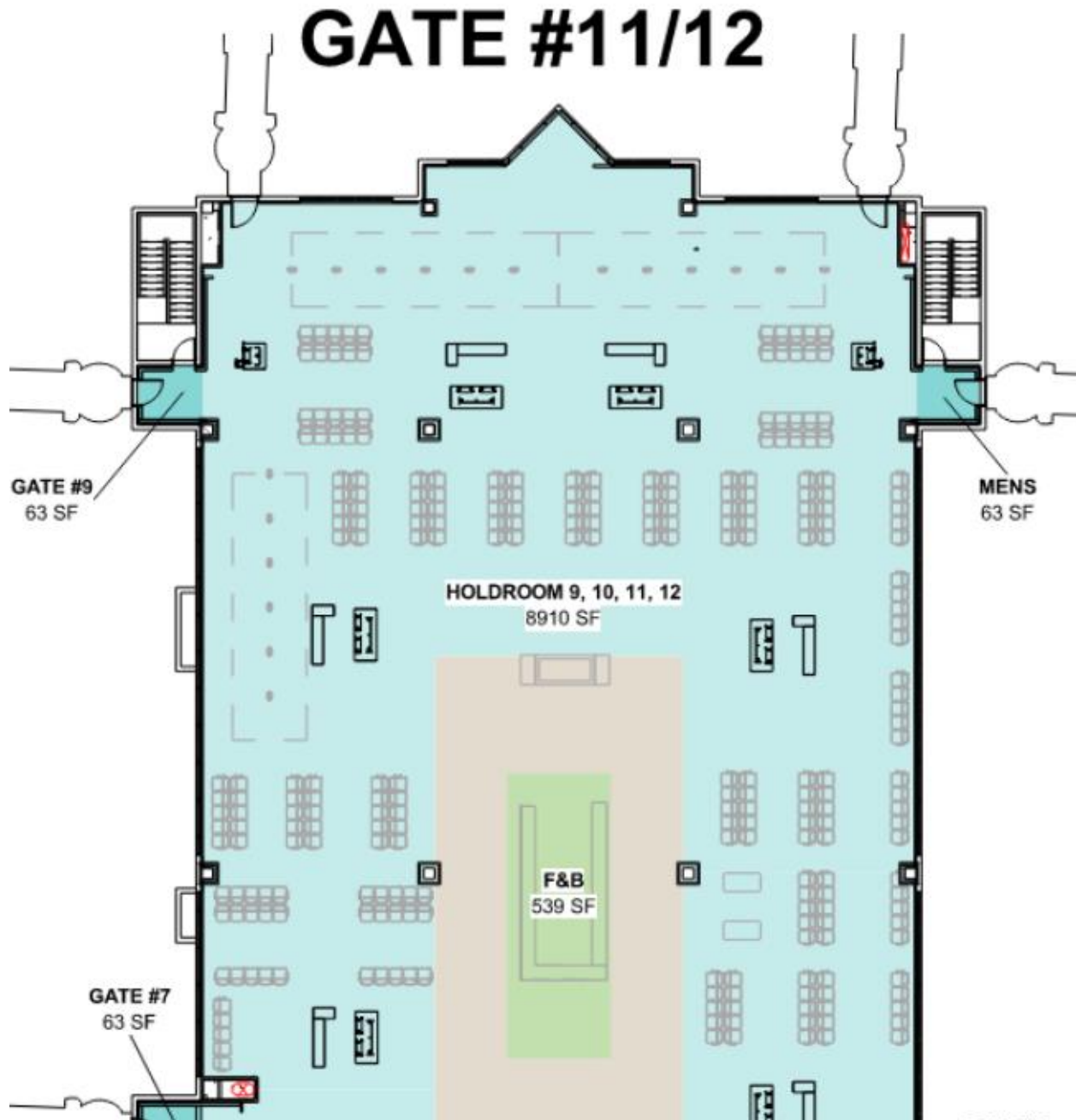
ATTACHMENT 6 – RENDERING OF CONCESSION LOCATION 4

Note: Layouts rendered below are not required to be configured as represented



ATTACHMENT 7 – RENDERING OF CONCESSION LOCATION 5

Note: Layouts rendered below are not required to be configured as represented



ATTACHMENT 8 – FORECAST OF ENPLANEMENTS AND CONCESSION SALES REPORT

COS Enplanements Forecast (2022-2026)

	2022	2023	2024	2025	2026
Total Enplanements	1,029,918	1,066,300	1,092,900	1,120,600	1,148,300

COS Concession Sales (Jan 2019 – June 2022)

Sales 2019	Mountain Vista	Jet Box	Liquid Provisions	Pikes Perk	Pizza Hut	Quiznos	Bristol
Jan	\$111,533	\$7,252	\$18,703	\$80,107	\$28,494	\$36,971	\$11,784
Feb	\$114,037	\$6,677	\$17,262	\$75,915	\$26,898	\$37,977	\$11,549
Mar	\$128,687	\$7,513	\$18,323	\$86,910	\$32,939	\$42,260	\$11,818
Apr	\$123,984	\$6,658	\$18,671	\$82,965	\$30,244	\$39,583	\$10,904
May	\$154,414	\$8,267	\$26,227	\$99,077	\$38,619	\$52,024	\$14,043
June	\$157,048	\$8,260	\$26,568	\$105,515	\$44,310	\$61,768	\$24,016
July	\$148,516	\$8,837	\$26,945	\$108,524	\$47,264	\$59,990	\$27,072
Aug	\$147,073	\$7,491	\$27,157	\$105,961	\$38,895	\$53,328	\$24,848
Sept	\$151,845	\$6,922	\$24,642	\$106,421	\$37,620	\$53,872	\$22,794
Oct	\$162,196	\$8,186	\$25,130	\$115,574	\$45,332	\$56,165	\$29,078
Nov	\$152,993	\$7,225	\$22,730	\$97,925	\$38,392	\$52,238	\$37,502
Dec	\$141,435	\$6,999	\$19,486	\$92,648	\$36,967	\$53,833	\$38,678

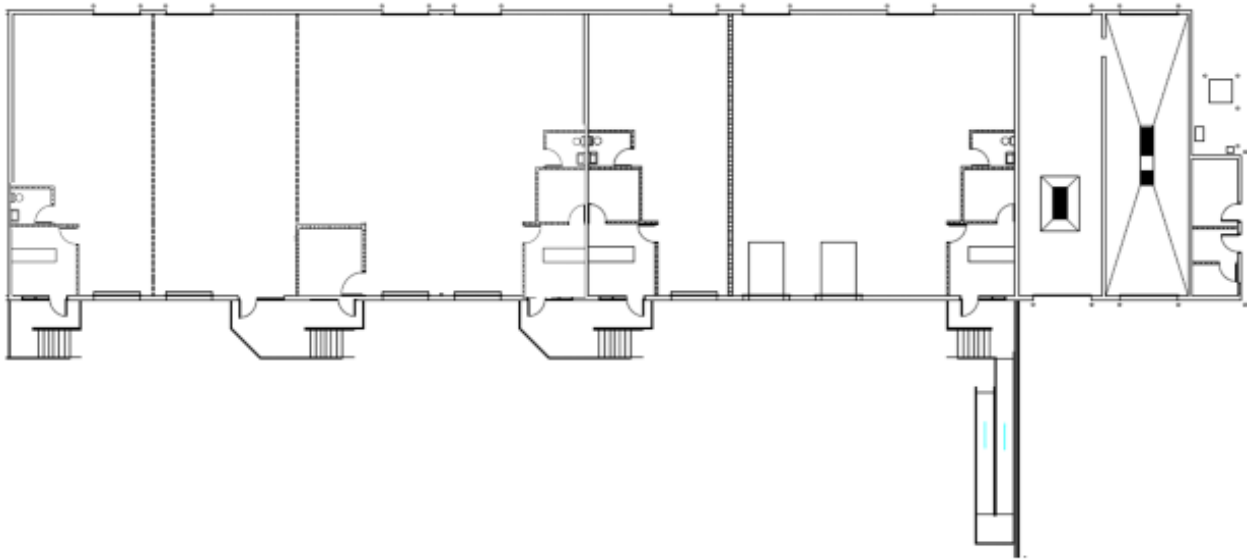
Sales 2020	Mountain Vista	Jet Box	Liquid Provisions	Pikes Perk	Pizza Hut	Quiznos	Bristol
Jan	\$125,641	\$6,264	\$17,806	\$82,523	\$28,271	\$39,550	\$32,868
Feb	\$126,506	\$6,149	\$21,005	\$82,299	\$28,912	\$41,824	\$35,113
Mar	\$75,033	\$3,289	\$10,388	\$50,372	\$18,722	\$26,837	\$19,259
Apr	\$3,384	\$0	\$0	\$5,412	\$0	\$2,428	\$0
May	\$12,060	\$0	\$0	\$9,719	\$0	\$4,159	\$0
June	\$22,820	\$0	\$0	\$12,050	\$0	\$6,666	\$0
July	\$53,542	\$0	\$0	\$28,652	\$0	\$17,213	\$0
Aug	\$65,468	\$0	\$0	\$43,785	\$0	\$24,185	\$321
Sept	\$66,579	\$0	\$0	\$48,652	\$0	\$23,603	\$643
Oct	\$71,126	\$0	\$0	\$56,394	\$0	\$28,380	\$0
Nov	\$57,955	\$0	\$0	\$42,536	\$0	\$21,344	\$0
Dec	\$66,251	\$0	\$0	\$43,478	\$0	\$22,510	\$0

Sales 2021	Mountain Vista	Jet Box	Liquid Provisions	Pikes Perk	Pizza Hut	Quiznos	Bristol
Jan	\$59,919	\$0	\$0	\$37,557	\$0	\$16,893	\$0
Feb	\$65,610	\$0	\$0	\$44,929	\$0	\$18,289	\$0

Mar	\$112,066	\$2,616	\$22,514	\$84,346	\$0	\$40,520	\$10,351
Apr	\$132,827	\$3,542	\$32,604	\$91,310	\$11,133	\$44,008	\$17,122
May	\$163,966	\$4,082	\$40,440	\$111,286	\$16,746	\$56,732	\$26,955
June	\$187,543	\$5,694	\$45,931	\$121,807	\$23,361	\$77,600	\$29,280
July	\$215,673	\$4,781	\$43,777	\$140,498	\$38,020	\$83,203	\$32,144
Aug	\$192,903	\$4,658	\$45,585	\$135,094	\$34,354	\$73,613	\$37,657
Sept	\$187,154	\$6,030	\$42,112	\$131,631	\$25,653	\$65,231	\$33,008
Oct	\$194,532	\$8,377	\$42,753	\$138,431	\$26,612	\$64,086	\$37,103
Nov	\$179,556	\$6,915	\$38,124	\$118,125	\$18,094	\$60,886	\$29,015
Dec	\$185,851	\$7,486	\$44,913	\$116,345	\$23,198	\$63,618	\$31,950

Sales 2022	Mountain Vista	Jet Box	Liquid Provisions	Pikes Perk	Pizza Hut	Quiznos	Bristol
Jan	\$137,103	\$5,276	\$32,122	\$95,880	\$18,682	\$42,451	\$23,544
Feb	\$153,379	\$5,330	\$33,940	\$99,508	\$17,786	\$47,315	\$24,489
Mar	\$192,082	\$6,043	\$40,144	\$122,919	\$21,249	\$62,959	\$27,041
Apr	\$196,318	\$6,089	\$44,776	\$120,125	\$23,148	\$70,883	\$27,900
May	\$212,931	\$5,318	\$48,785	\$131,047	\$25,545	\$73,763	\$31,083

ATTACHMENT 9 – RENDERING OF CARGO FACILITY



ATTACHMENT 10 – SAMPLE CONTRACT

Note: To be attached in upcoming RFP addendum

ATTACHMENT 11 – AIRPORT SECURITY REQUIREMENTS

This project will require personnel and vehicular access to the Secure Area (SA)-Security Identification Display Area (SIDA) restricted area of the Airport.

All contractors and sub-contractors seeking access to any/all restricted areas which include but aren't limited to; AOA/SIDA, AOA, STERILE, and/or SA-SIDA are required to be fingerprinted, complete a Criminal History Record Check (CHRC) and a TSA Security Threat Assessment (STA) to obtain a badge prior to the commencement of construction. All company representatives (authorized signers) who will authorize the issuance of badges for unescorted access to restricted areas must first complete the CHRC, Security Threat Assessment, SIDA training and Signature Authority Training before the process can begin for any other employees. The fee for fingerprinting is \$45.00 (non-refundable). The Contractor shall be aware that any persons that will be on-site for more than 3 total days (consecutive or non-consecutive) shall require a badge. Contractor's supervisory personnel will be required to have authority to escort.

Truck drivers that are employed to specifically deliver materials to and remove from the site, do not need be badged, but shall be properly escorted at all times. These truck drivers may only deliver materials, then immediately leave the site and must remain in the vehicle or within 5-feet of the vehicle at all times.

After results of the background check and threat assessment are obtained (typically within 2 weeks, however could be longer if the individual was born outside the USA), contractors will be contacted and scheduled to complete SIDA training, and movement area drivers training as applicable. SIDA training is available daily, if appointments are available, while driver's movement training is available once or twice monthly. Contact COS Operations for the current movement training schedule. Special SIDA and Movement Area Drivers Training classes may be able to be scheduled to train a large number of contractor personnel at one time. These arrangements shall be made with COS Ops, however cannot be guaranteed by COS. Upon successful completion of the required training a COS badge will be issued with access points designated depending on where the work is located.

Contractor vehicles requiring access into any restricted areas will be required to obtain and display an AOA permit. See Volume 1 documents for insurance requirements when work is performed in the AOA. The AOA permit is not required on construction equipment, only contractor vehicles.

Once the access point is established, the Airport shall be required to maintain security at that access point (manual construction gates only). The gate must remain locked or attended by a gate guard when in use.

The gate guard shall be an employee of a third-party security firm hired specifically to control access at the access gate(s). When a gate guard is used, he/she must be badged and have full SIDA and escort training. This gate guard will be provided by COS. The Contractor shall be required to provide one individual at the guard shack to manage construction traffic and to act as the start to the delivery truck drivers escort only when visual escort procedures are in effect.

The gate guard will verify each vehicle has a current AOA permit, prior to granting access. Also, the gate guard will swipe each badge of every employee for access to the site or verify proper escorting procedures are being adhered to. The gate guard will allow for free exit of employees.

The Contractor shall furnish to the gate guard a list of authorized delivery vehicles to enter the gate. The gate guard will issue a numbered permit to each delivery vehicle for placement in the front window. This permit will be issued upon the first entry to the site of the day, and collected upon the final exit from the site at the end of the day.

The Contractor shall request times required for gate access to COS Operations. Operations will unlock the gate and close and lock the gate daily, or when not in use.

The Contractor shall utilize Haul Route Monitors as indicated on the Plans whenever un-badged truck drivers are delivering or removing materials from the site. The Haul Route Monitors shall be required to be fully badged and trained in SIDA and movement area training as required with escort privileges. A sufficient amount of haul route monitors shall be provided to ensure line of sight escorting between each monitor of the delivery truck traffic. Haul route monitors shall have two-way radios to communicate between each other and must advise of delivery trucks that are en route to the next monitor. Haul route monitors may be employees of the Contractor.

TSA may make surprise inspections to assure the security procedures in place are being followed and any fines assessed against the airport by the TSA, due to the contractor's negligence, will be passed on to the contractor. Revocation of badges may occur if COS Operations determines the violation deems it.

The Contractor's signatory authority shall designate which badged employees need to have escort privileges and will have to fill out a form giving such privileges. The authority to escort will be indicated by an "E" sticker placed on the badge. Any person that will be on-site, working for more than 3 total days (consecutive or non-consecutive) shall require a badge. If said person will be working on-site less than 3 total days, they may be escorted with prior notification and approval from COS Ops.

Individuals who are escorting must maintain positive control of each person being escorted at all times. No more than 5 persons shall be escorted by one person at any time. No more than 3 vehicles may be escorted by one person at any time. Escorts must be within verbal communication range at all times.

The only exception to the escorting duration procedures is where an applicant who has applied for a badge, has submitted to a fingerprint based CHRC and STA, and is awaiting results. These applicants may be escorted for up to 30 days while waiting to be badged.

If the results to either background check are unfavorable, the individual may not be escorted or badged until the unfavorable results have been adjudicated. Once the authorized signer has been notified of positive results, the individual has up to 30 days to be badged, however if the employee is actively being escorted on-site, they must be badged within 3 business days. If they are not badged within 30 days after notification all results are void and they must be re-fingerprinted. They may not be escorted after their results have expired.

At the completion of the contract all badges and/or AOA permits shall be returned to COS Ops. A fine of \$100 will be imposed for any badges that are not returned within 30 days of project completion. A fine of \$50 will be imposed for any AOA permits that are not returned within 30 days of project completion.

Contact Airport Operations at 719-550-1936 for the required forms and to schedule appointments.