



REQUEST FOR PROPOSAL
Services

R21-087MZ

Date issued: July 12, 2021

**AIRPORT WEST RAMP PARKING
MANAGEMENT**

THE CITY OF COLORADO SPRINGS

The City of Colorado Springs requests Firm Fixed Price (FFP) or Time and Material (T&M) proposals, as detailed in this Request for Proposal (RFP), for Airport West Ramp Parking Management.

The City of Colorado Springs is currently soliciting proposals from qualified Offerors interested in the lease of Airport owned land, specifically aircraft parking ramp area for aeronautical use, for the Colorado Springs Airport (COS). The West Ramp consists of the following:

- i) Assigned Area 1 totaling 32,036.18 square feet/ 0.74 acres,
 - ii) Assigned Area 2 totaling 9,179.44 square feet/ 0.21 acres,
 - iii) Overflow Ramp totaling 56,181.66 square feet/ 1.29 acres
- of concrete aircraft ramp space. Companies shall be granted non-exclusive rights to manage and operate for a base contract period of three (3) years with two (2) one (1) year Renewal Options. The Airport reserves the right to enlist Offerors from this RFP as additional entrants if a company chooses to vacate prior to the expiration date, or if the business climate at COS has changed.

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 Airport is on track to see pre-COVID, 2019 enplanements by the end of 2021. The arrival of Southwest Airlines in early 2021 provides an opportunity for continued growth as the Airport recovers.

Even with the disruptive impacts of COVID-19 in 2020, 6,136 aircraft were transited in and out at Peterson Air 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 Air 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 structures going up. In keeping with their 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 over 4.3 million square feet and created over 2,500 jobs, and Marriott Hotels are beginning the development of two hotel

facilities.

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. Some recent highlights include the Sierra Nevada Corporation constructing a 30,000 square foot hangar, COS owners completed a 20,000 square foot hangar, and Cutter Aviation built a 13,500 square foot asphalt pad and lean-to structure for additional storage.

Note

The West Ramp is limited to aeronautical uses consistent with Airport Rules and Regulations and General Aviation Minimum Standards. The ramp described in this RFP is available for lease only. It is important for Offerors to note the following:

- Offeror will allow for SkyWest to use at least 1.15 acres of Ramp space.
- Offeror understands and agrees that it is the intent of the Airport to lease the Ramp space to other tenants and users on a daily basis when the Overflow Ramp space is not fully occupied by Offeror's tenants.
- Offeror understands the use of the Overflow Ramp space is on a priority basis subject to the terms and conditions of the Lease and is Offeror's responsibility to make reasonable efforts to accommodate third parties' use of the ramp.
- Compression strength of the Overflow Ramp space improvements are suitable for a single wheel main gear configuration up to 60,000 pounds; a dual wheel main gear configuration up to 170,000 pounds; and a dual tandem wheel main gear configuration up to 280,000 pounds.

SECTION INDEX

SECTION I	PROPOSAL INFORMATION
SECTION II	PROPOSAL CONTENT
SECTION III	EVALUATION FACTORS
SECTION IV	SPECIAL CONTRACT TERMS AND CONDITIONS/SPECIAL SOLICITATION PROVISIONS
SECTION V	EXHIBITS
SECTION VI	SCHEDULES

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 issues 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	July 12, 2021
Pre-Proposal Conference	July 23, 2021 1:00PM

We will hold a pre-proposal conference at the Colorado Springs Airport, 7770 B Milton E Proby Pkwy East Terminal Unit, Colorado Springs, CO 80916. This meeting is not mandatory. However all Offerors are encouraged to attend. Please see instructions and map below:

EXHIBIT A - continued
Licensed Premises - Parking



Parking

- East Terminal Unit's parking lot for staff/instructor only
 - Gravel Lot (old valet) parking for attendees/students
- From Milton E Proby, take Departures/Valet Parking lane, turn right at the 7770 B sign, turn right into gravel lot after the Authorized Vehicles Only sign, then walk down to the East Terminal Unit.

Cut Off Date for Questions July 29, 2021 1:00PM

Questions about the RFP must be emailed in writing and directed to Mike Zeller, at the following email address: Michael.zeller@coloradosprings.gov. A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments. Questions must be received no later than Date.

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

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

Proposal Due Date	August 10, 2021 2:00PM
Interviews (if applicable)	TBD
Award of Contract	August 26, 2021 (EST)

1.2 SUBMISSION OF PROPOSAL

Proposals are to be submitted electronically on the Bidnet Website:
www.bidnetdirect.com

1.3 NUMBER OF COPIES

Proposals are to be submitted electronically on the Bidnet Website:
www.bidnetdirect.com

1.4 SPECIAL TERMS

Please note the following definitions of terms as used herein:

The term "City" means the City of Colorado Springs.

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

The term "Offer" means the proposal.

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

The term "Project" refers to Airport West Ramp Parking Management.

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

1.5 RFP OBJECTIVE

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

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

a cover letter signed by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must include in bold letters the term "CONFIDENTIAL" on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is acceptable. Decisions regarding the confidentiality of information will be made when requests are made to make the information public. All offers and parts of offers, which are not marked as confidential, will automatically be considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

1.7 AMENDMENTS

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any amendments issued to this RFP by returning a signed copy of each amendment issued. Signed copies of each amendment must be received on or before the time set for receipt of offers.

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

1.8 WITHDRAWAL OR MODIFICATION OF OFFERS

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

1.9 ACCEPTANCE

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

By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within

90 calendar days from the date of submission deadline.

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

1.10 PROPOSAL PREPARATION COST

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

1.11 AWARD

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

1.12 PERFORMANCE PERIOD

The term of the non-exclusive lease agreement or performance period of any contract awarded as a result of this RFP is anticipated to be a base term of three (3) years with two (2) renewal options of one (1) year. Term may be extended depending on a capital investment amount.

Base Year:	NTP – December 31, 2024
Option Year 1:	January 1, 2025 – December 31, 2025
Option Year 2:	January 1, 2026 – December 31, 2026

1.13 DEBRIEFING

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

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

1.14 SUBSTANTIVE PROPOSALS

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

1.15 OFFEROR'S QUALIFICATIONS

Each Offeror must complete Exhibit 6 – Qualification Statement.

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

1.16 NON-COLORADO ENTITIES

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

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

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

1.17 PROCUREMENT RULES AND REGULATIONS

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

1.18 FAIR TREATMENT OF OFFERORS

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

1.19 ORDER OF PRECEDENCE

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

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

1.20 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 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. Certain individuals may be named in the RFP that have authority to provide information, clarification or interpretation to Offerors prior to opening of proposals. Information obtained from persons other than those named individuals is invalid and shall not be used for proposal purposes.

1.22 COMBINATION OR CONDITIONAL PROPOSALS

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

1.23 ANTI-COLLUSION AFFIDAVIT

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

1.24 PROPOSAL BOND

Each proposal shall be accompanied by a proposal bond (Exhibit 8 - 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 Ramp Agreement, along with evidence of insurance. If a successful Offeror should fail to execute the Ramp Agreement 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 INSURANCE REQUIREMENTS

Insurance certificate(s) must be provided upon execution of the lease agreement. Liability insurance must provide coverage amounts of Five Million Dollars (\$5,000,000.00) per occurrence Two Million Dollars (\$2,000,000.00) aggregate, must name City of Colorado Springs as additional insured and must be kept in force throughout the term of the agreement. Automobile Liability Insurance in the minimum amount of Five Million Dollars (\$5,000,000.00). Proof of Workers Compensation coverage meeting the limits of the State of Colorado must also be provided.

SECTION II – PROPOSAL CONTENT

2.0 PROPOSAL CONTENT

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

2.1 PROPOSAL FORMAT

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

Exhibit 1 Reps and Certs
Exhibit 4 Insurance Requirements
Exhibit 6 Qualifications Statement
Exhibit 8 Proposal Bond

2.2 COVER LETTER

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

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

2.3 PROPOSAL CERTIFICATION

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

2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

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

2.5 OFFERORS MINIMUM QUALIFICATIONS AND FINANCIAL STABILITY

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

Demonstrate that the Offeror's entity is an existing authorized FSBO or LSFBO.

OR

If the Offeror does not currently provide similar aeronautical services at an Airport, provide documentation demonstrating Offeror's ability to meet the requirements of the General Aviation Minimum Standards for each proposed commercial aeronautical activity.

AND

Demonstrate at least three (3) years of financial stability for a similar type of lease (aircraft ramp/ aeronautical use in compliance with General Aviation Minimum Standards) with a total annual rent approximately equal to or greater than the total annual rent proposed in response to this RFP.

Demonstrate that any subcontractors used to support any proposed uses or capital investment will contract directly with the Offeror only and guarantee that the Offeror will be wholly responsible for any subcontracted vendor in performance of responsibilities under any awarded lease.

Agree to enter into a Lease with the City of Colorado Springs Airport and comply with all terms and conditions required by state or local law, regulation, or ordinance, should the Offeror be determined the winner of the solicitation.

2.6 PROPOSED USES

The Offeror must provide a narrative describing your organization's proposed use(s) for the Overflow Ramp. The Offeror must at least address the following areas:

A. SkyWest Use. Each Offeror understands that SkyWest has priority when reserving space and is permitted to use at least 1.15 acres of the Ramp space. SkyWest uses the Overflow Ramp every night for aircraft transitioning. High usage times are typically 6:30pm to 8am.

B. Use of Overflow Ramp. Each Offeror shall provide a summary of proposed use(s) for the West Ramp. Include your vision on how to best use this ramp space. List potential issues that Offeror foresees with this project and how Offeror would make adjustments if encountered.

C. Offeror's activities and partnerships. Each Offeror shall provide a summary of any activities or events planned for the ramp and if business partnerships are involved.

2.7 OPERATIONS AND MANAGEMENT PLAN

The Offeror must explain its method of managing the work to be performed. The content must include, but not necessarily be limited to, the following information.

A. Premises Maintenance Plan. Each Offeror shall provide a detailed plan for on-going repair and maintenance of Premises. See Exhibit 5 – Map Depiction of Ramp.

B. Reporting Procedure. Each Offeror shall provide a plan for coordination and communication between itself and SkyWest for aircraft parking and with the Airport for any third-party request. Plan shall include method of monthly self-reporting to the Airport's Communication Center of all Overflow Ramp use. Upon notification for use of the Overflow Ramp, proper advisories are to be disseminated to all stakeholders closing the adjacent areas affecting the Overflow Ramp.

C. Emergency / Safety Plan. Each Offeror shall provide a plan for the various emergencies to include fuel spill containment, aircraft incident handling, equipment damage and personal injury and ensuring the West Ramp is safe for aircraft use.

D. Snow Removal. Each Offeror shall provide a plan for snow removal responsibilities of the West Ramp.

2.8 RENTAL RATE MODEL

Offerors will be evaluated based upon any additional compensation proposed in their proposal. The minimum improved ground lease rental rate is \$0.44 cents.

Description	Square Feet	Rental Rate	Monthly	Annual
Assigned area 1	32036.18	\$0.44	\$14,095.91	\$196,151.03
Assigned area 2	9,179.44	\$0.44	\$4,038.95	\$48,467.44
Overflow ramp	56,181.66	\$0.44	\$24,719.93	\$296,639.16
Total	97,397.28	\$0.44	\$42,854.79	\$514,257.63

2.9 CAPITAL INVESTMENT

Offerors may propose their capital investment commitment for the West Ramp space. Capital investment can be improvement to the West Ramp itself, additional ramp construction, new services, or additional/new revenues. Offerors that propose a capital investment plan may be given extended term depending on the capital investment amount.

2.10 INSURANCE REQUIREMENTS

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

SECTION III – EVALUATION FACTORS

3.0 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 OFFERORS MINIMUM QUALIFICATIONS AND FINANCIAL STABILITY

See Section II - Item 2.5

3.1.2 PROPOSED USES

See Section II - Item 2.6

3.1.3 OPERATIONS AND MANAGEMENT PLAN

See Section II - Item 2.7

3.1.4 RENTAL RATE MODEL

See Section II – Item 2.8

3.1.5 CAPITAL INVESTMENT

See Section II – Item 2.9

3.1.6 INSURANCE REQUIREMENTS

See Section II – Items 2.10

3.2 RANKING

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

First: Offerors Minimum Qualifications and Financial Stability	30 Points
Second: Proposed Uses	25 Points
Third: Operations and Management Plan	20 Points
Fourth: Rental Rate Model	15 Points
Fifth: Capital Investment	10 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 consensus. The decision will be based on all relevant factors, and based upon perception of best value. The final decision may or may not exactly reflect scoring ranking.

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

3.4 AWARD OF CONTRACT

It is anticipated that there will be finalized business terms with Offerors. However, the City reserves the right to award without negotiations or discussions. The City also reserves the right to award a contract not necessarily or merely to the Offeror with the most advantageous price. The City intends to award to the Offeror that demonstrates the best value to the City and the most substantiated ability to fulfill the requirements contained in this Request for Proposal. A contract prepared by the City will be provided to successful Offeror at the time of award. The Offerors are to sign the Ramp Use Agreement **60 days** after Notice of Award. In the event a contract cannot be negotiated with the top ranked Offeror, the City may enter into negotiations with the second highest ranked Offeror, or the City may decide to call for new proposals. Immediately after the notice of award, the successful Offeror will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to ensure fulfillment of all its obligations. The successful Offeror may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

SECTION IV – RESERVED

SECTION V – EXHIBITS

5.0 EXHIBITS

Exhibit 1	Proposal Certification
Exhibit 2	RESERVED
Exhibit 3	RESERVED
Exhibit 4	Minimum Insurance Requirements
Exhibit 5	Statement of Work
Exhibit 6	Qualification Statement
Exhibit 7	Evaluation Scoresheet
Exhibit 8	Proposal Bond

EXHIBIT 1 PROPOSAL CERTIFICATION

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

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

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

Yes _____ No _____

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

Colorado Springs Facility - Year established _____

Address of Colorado Springs Facility:

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

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

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

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies:

Yes _____ No _____

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

Yes _____ No _____

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

Name: _____

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

Yes _____ No _____

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

Yes _____ No _____

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

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

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

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

Telephone: (____) _____

Email: _____

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

(Name of Company)

(Signature)

(Address)

Date

(City, State and Zip)

(Telephone Number)

(Name typed/Printed)

(Title)

(E-Mail Address)

FEDERAL TAX ID # _____

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

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

AMENDMENT #1 _____ DATED: _____

AMENDMENT #2 _____ DATED: _____

AMENDMENT #3 _____ DATED: _____

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

REPRESENTATIONS AND CERTIFICATIONS

Exhibit 1 Continued

1. INSURANCE REQUIREMENTS

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

Initials for 1

2. ETHICS VIOLATIONS

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

Initials for 2

3. ILLEGAL ALIENS

If Offeror has any employees or subcontractors, Offeror shall comply with § 8-17.5-101, et seq., C.R.S. regarding Illegal Aliens – Public Contracts for Services, and this section of this Agreement. 8-17.5-102 includes, in part, that:

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

EXHIBIT 3 RESERVED

EXHIBIT 4 MINIMUM INSURANCE REQUIREMENTS

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

1.	<input checked="" type="checkbox"/>	Commercial General Liability for limits not less than \$5,000,000 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.	<input checked="" type="checkbox"/>	Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
3.	<input checked="" type="checkbox"/>	Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$5,000,000 each accident combined single limit.

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 5 STATEMENT OF WORK

5.1 SCOPE OF WORK

The selected Offeror will be required to provide aircraft parking services at the Airport's West Ramp. The successful Offeror will meet or exceed the following objectives:

A. Responsible for the coordination and communication between itself and SkyWest for aircraft parking.

B. Coordinate any third-party request for use of the Overflow Ramp space and make reasonable efforts to accommodate the third parties' use of the Ramp.

C. Responsible for communicating all anticipated use of the Overflow Ramp space via the Airport Communications Center.

D. Responsible for self-reporting on a monthly basis all use of the Overflow Ramp space. Self-reporting shall be submitted to the Airport accounting department.

E. Responsible for ensuring the Ramp is sufficient and safe for aircraft use prior to and during its sole use.

F. Provide maintenance for repair and services for snow removal.

G. Pay rental fees in equal monthly installments of the 1st day of each month subject to annual adjustments.

5.2 MAP DEPICTION OF WEST RAMP

Assigned Area and Overflow Ramp Space

Area 1 – 32,036.18 SF or 0.74 Acres

Area 2 – 9,179.44 SF or 0.21 Acres

Overflow Ramp – 56,181.66 SF or 1.29 Acres

See map below:

5.3 MAP

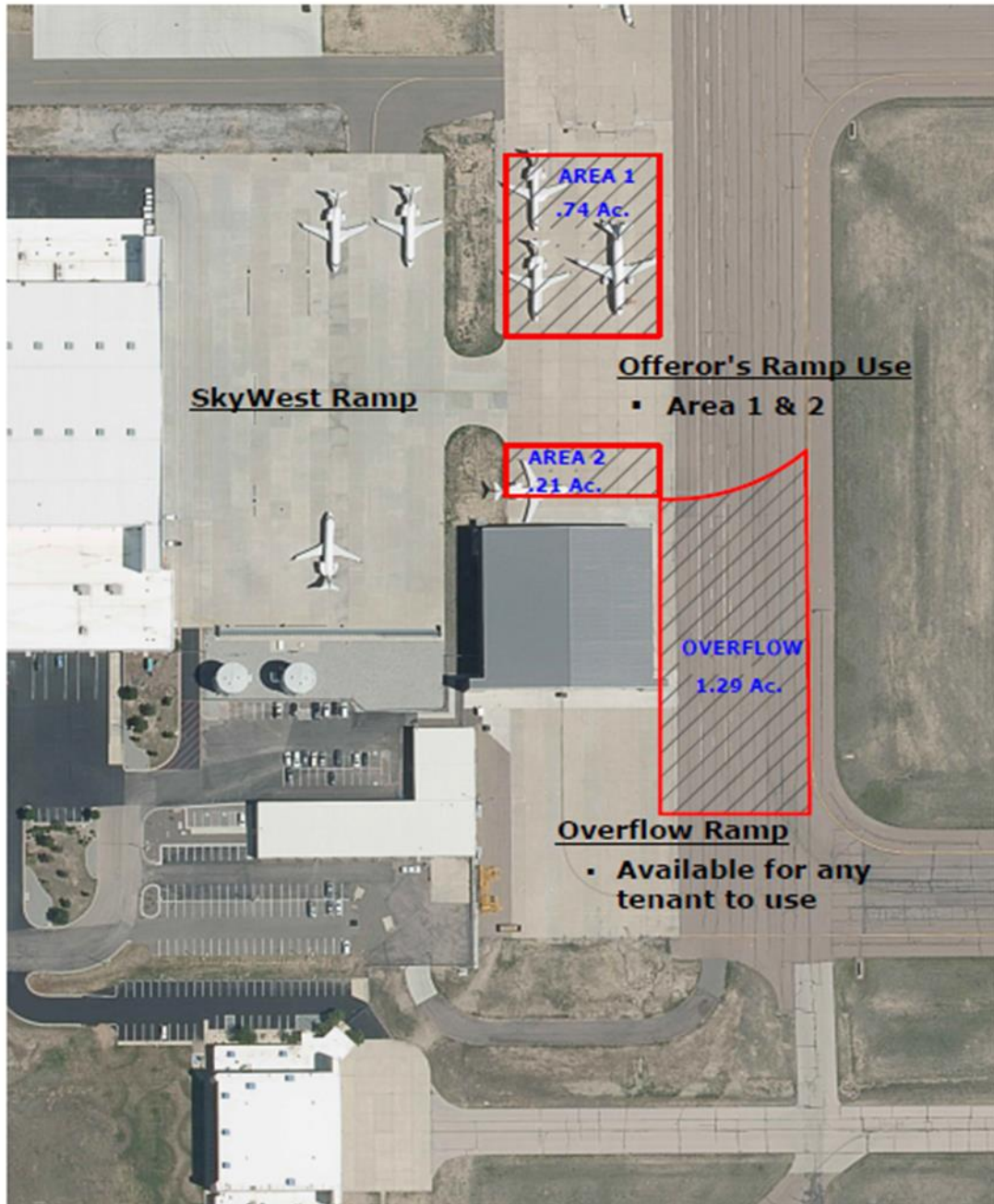


EXHIBIT 6 – QUALIFICATION STATEMENT

CITY OF COLORADO SPRINGS QUALIFICATION STATEMENT

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

(PRINT)

FIRM NAME: _____

ADDRESS: _____

CITY STATE ZIP: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

AUTHORIZED SIGNATURE: _____

PHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

1. TYPE OF BUSINESS

2. TYPE OF LICENSE & LOCATION

CORPORATION

INDIVIDUAL

PARTNERSHIP

JOINT VENTURE

OTHER: _____

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

4. NUMBER OF YEARS IN BUSINESS: _____

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

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

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

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

IF "YES", EXPLAIN:

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

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

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

Contact telephone and FAX Numbers: _____

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

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

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

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

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

EXHIBIT 7 – EVALUATION SCORESHEET

PROPOSAL EVALUATION SCORE SHEET

SOLICITATION NUMBER AND TITLE:

Proposer's Name: _____

Evaluator's Name: _____

RFP EVALUATION CRITERIA DESCRIPTION	SCORE
<p>1. OFFEROR MINIMUM QUALIFICATIONS AND FINANCIAL STABILITY</p> <p>The Offeror must provide ownership and/or management history and meet one of the following:</p> <p>Demonstrate that the Offeror's entity is an existing authorized FSBO or LSFBO.</p> <p>OR</p> <p>If the Offeror does not currently provide similar aeronautical services at an Airport, provide documentation demonstrating Offeror's ability to meet the requirements of the General Aviation Minimum Standards for each proposed commercial aeronautical activity.</p> <p>AND</p> <p>Demonstrate at least three (3) years of financial stability for a similar type of lease (aircraft ramp/ aeronautical use in compliance with General Aviation Minimum Standards) with a total annual rent approximately equal to or greater than the total annual rent proposed in response to this RFP.</p> <p>Demonstrate that any subcontractors used to support any proposed uses or capital investment will contract directly with the Offeror only and guarantee that the Offeror will be wholly responsible for any subcontracted vendor in performance of responsibilities under any awarded lease.</p> <p>Agree to enter into a Lease with the City of Colorado Springs Airport and comply with all terms and conditions required by state or local law, regulation, or ordinance, should the Offeror be determined the winner of the solicitation.</p>	<p>30 POINTS</p>
<p>2. PROPOSED USES</p>	<p>25 POINTS</p>

The Offeror must provide a narrative describing your organization's proposed use(s) for the Overflow Ramp. The Offeror must at least address the following areas:

A. SkyWest Use. Each Offeror understands that SkyWest has priority when reserving space and is permitted to use at least 1.15 acres of the Ramp space. SkyWest uses the Overflow Ramp every night for aircraft transitioning. High usage times are typically 6:30pm to 8am.

B. Use of Overflow Ramp. Each Offeror shall provide a summary of proposed use(s) for the West Ramp. Include your vision on how to best use this ramp space. List potential issues that Offeror foresees with this project and how Offeror would make adjustments if encountered.

C. Offeror's activities and partnerships. Each Offeror shall provide a summary of any activities or events planned for the ramp and if business partnerships are involved.

3. OPERATIONS AND MANAGEMENT PLAN

20 POINTS

The Offeror must explain its method of managing the work to be performed. The content must include, but not necessarily be limited to, the following information.

A. Premises Maintenance Plan. Each Offeror shall provide a detailed plan for on-going repair and maintenance of Premises. See Exhibit 5 – Map Depiction of Ramp.

B. Reporting Procedure. Each Offeror shall provide a plan for coordination and communication between itself and SkyWest for aircraft parking and with the Airport for any third-party request. Plan shall include method of monthly self-reporting to the Airport's Communication Center of all Overflow Ramp use. Upon notification for use of the Overflow Ramp, proper advisories are to be disseminated to all stakeholders closing the adjacent areas affecting the Overflow Ramp.

C. Emergency / Safety Plan. Each Offeror shall provide a plan for the various emergencies to include fuel spill containment, aircraft incident handling, equipment damage and personal injury and ensuring the West Ramp is safe for aircraft use.

D. Snow Removal. Each Offeror shall provide a plan for snow removal responsibilities of the West Ramp.

4. RENTAL RATE MODEL

15 POINTS

Offerors will be evaluated based upon any additional compensation proposed in their proposal. The minimum improved ground lease rental rate is \$0.44 cents.

Description	Square Feet	Rental Rate	Monthly	Annual
Assigned Area 1	32,036.18	\$0.44	\$14,095.91	\$169,151.03
Assigned Area 2	9,179.44	\$0.44	\$4038.95	\$48,467.44
Overflow Ramp	56,181.66	\$0.44	\$24,719.93	\$296,639.16
Total	97,397.28	\$0.44	\$42,854.79	\$514,257.63

5. CAPITAL INVESTMENT

10 POINTS

Offerors may propose their capital investment commitment for the West Ramp space. Capital investment can be improvement to the West Ramp itself, additional ramp construction, new services, or additional/new revenues. Offerors that propose a capital investment plan may be given extended term depending on the capital investment amount.

INSURANCE EXCEPTIONS PROPOSED

What (if any) exceptions (redlines to our insurance terms and conditions) were proposed? Are they acceptable?

Pass/Fail

TOTAL SCORE – Add Evaluation Scores from Sections 1-5 and location bonus (if applicable). The sum is the total score.

Total Score:
100 Points

EXHIBIT 8 – 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 Oblige, hereinafter called the Oblige, 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 Oblige have entered into,

a contract dated the _____ day of _____ For the following project:

R21-087MZ AIRPORT WEST RAMP PARKING MANAGEMENT

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 Oblige, 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 Oblige 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.